

119TH CONGRESS
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H. R. 2025

To provide for the settlement of the water rights claims of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MARCH 11, 2025

Mr. CISCOMANI (for himself, Mr. STANTON, Ms. ANSARI, Mr. GRIJALVA, Mr. CRANE, and Mr. SCHWEIKERT) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To provide for the settlement of the water rights claims of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, and for other purposes.

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

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Northeastern Arizona Indian Water Rights Settlement
6 Act of 2025”.

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

Sec. 1. Short title; table of contents.

- Sec. 2. Purposes.
- Sec. 3. Definitions.
- Sec. 4. Ratification and execution of the Northeastern Arizona Indian Water Rights Settlement Agreement.
- Sec. 5. Water Rights.
- Sec. 6. Allocation and assignment of Arizona Colorado River Water to the Tribes; water use; storage; water delivery contracts.
- Sec. 7. Colorado River Water leases and exchanges; Uses.
- Sec. 8. iiná bá – paa tuwaqat’si pipeline.
- Sec. 9. iiná bá – paa tuwaqat’si pipeline Implementation Fund Account.
- Sec. 10. Navajo Nation Water Settlement Trust Fund.
- Sec. 11. Hopi Tribe Water Settlement Trust Fund.
- Sec. 12. San Juan Southern Paiute Tribe Water Settlement Trust Fund.
- Sec. 13. Funding.
- Sec. 14. Waivers, releases, and retention of claims.
- Sec. 15. Satisfaction of Water Rights and other benefits.
- Sec. 16. Enforceability Date.
- Sec. 17. Colorado River accounting.
- Sec. 18. Limited waiver of sovereign immunity.
- Sec. 19. Ratification of the Treaty and creation of the San Juan Southern Paiute Reservation.
- Sec. 20. Authorization for use of Navajo-Gallup Water Supply Project facilities.
- Sec. 21. Antideficiency; savings provisions; effect.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-
 4 ment of all claims to rights to water in the State
 5 for—

6 (A) the Navajo Nation and Navajo
 7 Allottees;

8 (B) the Hopi Tribe and Hopi Allottees;

9 (C) the San Juan Southern Paiute Tribe;

10 and

11 (D) the United States, acting as trustee
 12 for the Navajo Nation, the Hopi Tribe, the San
 13 Juan Southern Paiute Tribe, Navajo Allottees,
 14 and Hopi Allottees;

1 (2) to authorize, ratify, and confirm the North-
2 eastern Arizona Indian Water Rights Settlement
3 Agreement entered into by the Navajo Nation, the
4 Hopi Tribe, the San Juan Southern Paiute Tribe,
5 the State, and other Parties to the extent that the
6 Settlement Agreement is consistent with this Act;

7 (3) to authorize and direct the Secretary to exe-
8 cute and perform the duties and obligations of the
9 Secretary under the Settlement Agreement and this
10 Act; and

11 (4) to authorize and appropriate funds nec-
12 essary for the implementation of the Settlement
13 Agreement and this Act.

14 **SEC. 3. DEFINITIONS.**

15 In this Act:

16 (1) 1882 RESERVATION.—The term “1882 Res-
17 ervation” means—

18 (A) land within the exterior boundaries of
19 the “Hopi Indian Reservation” defined as Dis-
20 trict 6 in *Healing v. Jones*, 210 F. Supp. 125,
21 173 (D. Ariz. 1962), *aff’d*, 373 U.S. 758
22 (1963), and *Masayesva for and on Behalf of*
23 *Hopi Indian Tribe v. Hale*, 118 F.3d 1371,
24 1375–76 (9th Cir. 1997); and

(B) all land withdrawn by the Executive order of December 16, 1882, and partitioned to the Hopi Tribe in accordance with section 4 of the Act of December 22, 1974 (Public Law 93–531; 88 Stat. 1713), by Judgment of Partition, February 10, 1977, *Sekaquaptewa v. MacDonald*, Case No. CIV–579–PCT–JAW (D. Ariz.), *aff’d*, 626 F.2d 113 (9th Cir. 1980).

(2) AFY.—The term “AFY” means acre-feet per year.

(3) ARIZONA COLORADO RIVER WATER.—

(A) IN GENERAL.—The term “Arizona Colorado River Water” means the waters of the Colorado River apportioned for Use within the State by—

(i) sections 4 and 5 of the Boulder Canyon Project Act (43 U.S.C. 617c, 617d);

(ii) the Upper Colorado River Basin Compact of 1948;

(iii) the contract for delivery of water between the United States and the State, dated February 9, 1944; and

(iv) the Decree.

1 (B) LIMITATIONS.—The term “Arizona
2 Colorado River Water”—

3 (i) shall only be used for purposes of
4 interpreting the Settlement Agreement and
5 this Act; and

6 (ii) shall not be used for any interpre-
7 tation of existing law or contract, including
8 any law or contract described in clauses (i)
9 through (iv) of subparagraph (A).

10 (4) ARIZONA DEPARTMENT OF WATER RE-
11 SOURCES.—The term “Arizona Department of
12 Water Resources” means the agency of the State es-
13 tablished pursuant to section 45–102 of the Arizona
14 Revised Statutes, or a successor agency or entity.

15 (5) ARIZONA LOWER BASIN COLORADO RIVER
16 WATER.—The term “Arizona Lower Basin Colorado
17 River Water” means the 2,800,000 AFY of con-
18 sumptive use of Colorado River Water apportioned
19 to the State in article II(B)(1) of the Decree.

20 (6) ARIZONA UPPER BASIN COLORADO RIVER
21 WATER.—The term “Arizona Upper Basin Colorado
22 River Water” means the 50,000 AFY of consump-
23 tive use of Colorado River Water apportioned to the
24 State in the Upper Colorado River Basin Compact
25 of 1948.

1 (7) BUREAU.—The term “Bureau” means the
2 Bureau of Reclamation.

3 (8) CAP; CENTRAL ARIZONA PROJECT.—The
4 terms “CAP” and “Central Arizona Project” mean
5 the Federal reclamation project authorized and con-
6 structed by the United States in accordance with
7 title III of the Colorado River Basin Project Act (43
8 U.S.C. 1521 et seq.).

9 (9) CAP REPAYMENT CONTRACT.—The term
10 “CAP Repayment Contract” means—

11 (A) the contract dated December 1, 1988
12 (Contract No. 14–06–W–245, Amendment No.
13 1), between the United States and the Central
14 Arizona Water Conservation District for the de-
15 livery of water and the repayment of costs of
16 the Central Arizona Project; and

17 (B) any amendment to, or revision of, that
18 contract.

19 (10) CAWCD; CENTRAL ARIZONA WATER CON-
20 SERVATION DISTRICT.—The terms “CAWCD” and
21 “Central Arizona Water Conservation District”
22 mean the political subdivision of the State that is
23 the contractor under the CAP Repayment Contract.

24 (11) CIBOLA WATER.—The term “Cibola
25 Water” means the entitlement of the Hopi Tribe to

1 the diversion of up to 4,278 AFY of the Fourth Pri-
2 ority Water described in the Hopi Tribe Existing
3 Cibola Contract.

4 (12) COLORADO RIVER COMPACT.—The term
5 “Colorado River Compact” means the Colorado
6 River Compact of 1922, as ratified and reprinted in
7 article 2 of chapter 7 of title 45, Arizona Revised
8 Statutes.

9 (13) COLORADO RIVER SYSTEM.—The term
10 “Colorado River System” has the meaning given the
11 term in article II(a) of the Colorado River Compact.

12 (14) DECREE.—The term “Decree”, when used
13 without a modifier, means—

14 (A) the decree of the Supreme Court of the
15 United States in *Arizona v. California*, 376
16 U.S. 340 (1964) or the consolidated decree en-
17 tered on March 27, 2006, in *Arizona v. Cali-*
18 *fornia*, 547 U.S. 150 (2006); and

19 (B) any modification to a decree described
20 in subparagraph (A).

21 (15) DIVERSION.—The term “diversion” means
22 an act to divert.

23 (16) DIVERT.—The term “divert” means to re-
24 ceive, withdraw, develop, produce, or capture water
25 using—

(A) a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, dam, or any other mechanical device; or

(B) any other human act to capture water.

(17) EFFECTIVE DATE.—The term “Effective Date” means the date as of which the Settlement Agreement has been executed by not fewer than 30 of the Parties, including—

(A) the Navajo Nation;

(B) the Hopi Tribe;

(C) the San Juan Southern Paiute Tribe;

(D) the State;

(E) the Arizona State Land Department;

(F) the Central Arizona Water Conservation District;

(G) the Salt River Project Agricultural Improvement and Power District; and

(H) the Salt River Valley Water Users’ Association.

(18) EFFLUENT.—The term “Effluent” means water that—

(A) has been used in the State for domestic, municipal, or industrial purposes, other than solely for hydropower generation; and

1 (B) is available for reuse for any purpose,
2 regardless of whether the water has been treat-
3 ed to improve the quality of the water.

4 (19) ENFORCEABILITY DATE.—The term “En-
5 forceability Date” means the date described in sec-
6 tion 16(a).

7 (20) FIFTH PRIORITY WATER.—The term
8 “Fifth Priority Water” has the meaning given the
9 term in the Hopi Tribe Existing Cibola Contract.

10 (21) FOURTH PRIORITY WATER.—The term
11 “Fourth Priority Water” means Colorado River
12 Water available for delivery within the State for sat-
13 isfaction of entitlements—

14 (A) in accordance with contracts, Secre-
15 tarial reservations, perfected rights, and other
16 arrangements between the United States and
17 water users in the State entered into or estab-
18 lished after September 30, 1968, for Use on
19 Federal, State, or privately-owned land in the
20 State, in a total quantity not greater than
21 164,652 AFY of diversions; and

22 (B) after first providing for the delivery of
23 Colorado River Water for the CAP System, in-
24 cluding for Use on Indian land, under section
25 304(e) of the Colorado River Basin Project Act

1 (43 U.S.C. 1524(e)), in accordance with the
2 CAP Repayment Contract.

3 (22) GILA RIVER ADJUDICATION.—The term
4 “Gila River Adjudication” means the action pending
5 in the Superior Court of the State, in and for the
6 County of Maricopa, In re the General Adjudication
7 of All Rights To Use Water in The Gila River Sys-
8 tem and Source, W-1 (Salt), W-2 (Verde), W-3
9 (Upper Gila), W-4 (San Pedro) (Consolidated).

10 (23) GILA RIVER ADJUDICATION COURT.—The
11 term “Gila River Adjudication Court” means the
12 Superior Court of the State, in and for the County
13 of Maricopa, exercising jurisdiction over the Gila
14 River Adjudication.

15 (24) GILA RIVER ADJUDICATION DECREE.—The
16 term “Gila River Adjudication Decree” means the
17 judgment or decree entered by the Gila River Adju-
18 dication Court in substantially the same form as the
19 form of judgment attached as Exhibit 3.1.47 to the
20 Settlement Agreement.

21 (25) GROUNDWATER.—The term “Ground-
22 water” means all water beneath the surface of the
23 earth within the State that is not—

24 (A) Surface Water;

25 (B) Colorado River Water; or

1 (C) Effluent.

2 (26) HOPI ALLOTMENT.—The term “Hopi Al-
3 lotment” means any of the 11 parcels allotted pursu-
4 ant to section 4 of the Act of February 8, 1887
5 (commonly known as the “Indian General Allotment
6 Act”) (24 Stat. 389, chapter 119; 25 U.S.C. 334),
7 that are—

8 (A) located within the exterior boundaries
9 of the Hopi Reservation; and

10 (B) held in trust by the United States for
11 1 or more individual Indians under allotment
12 record numbers AR-39, AR-40, AR-41, AR-42,
13 AR-43, AR-44, AR-45, AR-46, AR-47, AR-48,
14 and AR-49.

15 (27) HOPI ALLOTTEE.—The term “Hopi Allot-
16 tee” means—

17 (A) an individual Indian holding a bene-
18 ficial interest in a Hopi Allotment; or

19 (B) an Indian Tribe holding an undivided
20 fractional beneficial interest in a Hopi Allot-
21 ment.

22 (28) HOPI FEE LAND.—The term “Hopi Fee
23 Land” means land, other than Hopi Trust Land,
24 that—

25 (A) is located in the State;

1 (B) is located outside the exterior bound-
2 aries of the Hopi Reservation; and

3 (C) as of the Enforceability Date, is owned
4 by the Hopi Tribe in its own name or through
5 an entity wholly owned or controlled by the
6 Hopi Tribe.

7 (29) HOPI LAND.—The term “Hopi Land”
8 means—

9 (A) the Hopi Reservation;

10 (B) Hopi Trust Land; and

11 (C) Hopi Fee Land.

12 (30) HOPI RESERVATION.—

13 (A) IN GENERAL.—The term “Hopi Res-
14 ervation” means—

15 (i) land within the exterior boundaries
16 of the “Hopi Indian Reservation” defined
17 as District 6 in *Healing v. Jones*, 210 F.
18 Supp. 125, 173 (D. Ariz. 1962), *aff’d*, 373
19 U.S. 758 (1963), and *Masayesva for and*
20 *on Behalf of Hopi Indian Tribe v. Hale*,
21 118 F.3d 1371, 1375–76 (9th Cir. 1997);

22 (ii) land withdrawn by the Executive
23 Order of December 16, 1882, and parti-
24 tioned to the Hopi Tribe in accordance
25 with the Act of December 22, 1974 (Public

1 Law 93–531; 88 Stat. 1713), by Judgment
2 of Partition, February 10, 1977,
3 Sekaquaptewa v. MacDonald, Case No.
4 CIV–579–PCT–JAW (D. Ariz.), aff’d, 626
5 F.2d 113 (9th Cir. 1980); and

6 (iii) land recognized as part of the
7 Hopi Reservation in Honyoama v. Shirley,
8 Jr., Case No. CIV 74–842–PHX–EHC (D.
9 Ariz. 2006).

10 (B) MAP.—Subject to subparagraph (C),
11 the descriptions of the Hopi Reservation in
12 clauses (i) through (iii) of subparagraph (A)
13 are generally shown on the map attached as
14 Exhibit 3.1.56 to the Settlement Agreement.

15 (C) CONFLICT.—In the case of a conflict
16 between the definition in subparagraph (A) and
17 Exhibit 3.1.56 of the Settlement Agreement,
18 the definition in that subparagraph shall con-
19 trol.

20 (31) HOPI TRIBE.—The term “Hopi Tribe”
21 means the Hopi Tribe, a tribe of Hopi Indians—

22 (A) organized under section 16 of the Act
23 of June 18, 1934 (commonly known as the “In-
24 dian Reorganization Act”) (48 Stat. 987, chap-
25 ter 576; 25 U.S.C. 5123); and

1 (B) recognized by the Secretary in the no-
2 tice of the Secretary entitled “Indian Entities
3 Recognized by and Eligible To Receive Services
4 From the United States Bureau of Indian Af-
5 fairs” (89 Fed. Reg. 944 (January 8, 2024)).

6 (32) HOPI TRIBE AGRICULTURAL CONSERVA-
7 TION TRUST FUND ACCOUNT.—The term “Hopi
8 Tribe Agricultural Conservation Trust Fund Ac-
9 count” means the account—

10 (A) established under to section 11(b)(3);
11 and

12 (B) described in subparagraph 12.3.3 of
13 the Settlement Agreement.

14 (33) HOPI TRIBE CIBOLA WATER.—The term
15 “Hopi Tribe Cibola Water” means the Fourth Pri-
16 ority Water, Fifth Priority Water, and Sixth Priority
17 Water to which the Hopi Tribe is entitled pursuant
18 to subparagraphs 5.8.2 and 5.8.3 of the Settlement
19 Agreement.

20 (34) HOPI TRIBE EXISTING CIBOLA CON-
21 TRACT.—The term “Hopi Tribe Existing Cibola
22 Contract” means Contract No. 04–XX–30–W0432
23 between the United States and the Hopi Tribe, as
24 amended and in full force and effect as of the Effec-
25 tive Date.

1 (35) HOPI TRIBE GROUNDWATER PROJECTS.—

2 The term “Hopi Tribe Groundwater Projects”
3 means the projects described in—

4 (A) section 11(f)(1); and

5 (B) subparagraph 12.3.1 of the Settlement
6 Agreement.

7 (36) HOPI TRIBE GROUNDWATER PROJECTS

8 TRUST FUND ACCOUNT.—The term “Hopi Tribe
9 Groundwater Projects Trust Fund Account” means
10 the account—

11 (A) established under section 11(b)(1); and

12 (B) described in subparagraph 12.3.1 of
13 the Settlement Agreement.

14 (37) HOPI TRIBE LOWER BASIN COLORADO

15 RIVER WATER ACQUISITION TRUST FUND AC-

16 COUNT.—The term “Hopi Tribe Lower Basin Colo-

17 rado River Water Acquisition Trust Fund Account”

18 means the account—

19 (A) established under section 11(b)(4); and

20 (B) described in subparagraph 12.3.4 of
21 the Settlement Agreement.

22 (38) HOPI TRIBE OM&R TRUST FUND AC-

23 COUNT.—The term “Hopi Tribe OM&R Trust Fund

24 Account” means the account—

25 (A) established under section 11(b)(2); and

1 (B) described in subparagraph 12.3.2 of
2 the Settlement Agreement.

3 (39) HOPI TRIBE UPPER BASIN COLORADO
4 RIVER WATER.—The term “Hopi Tribe Upper Basin
5 Colorado River Water” means the 2,300 AFY of Ar-
6 izona Upper Basin Colorado River Water allocated
7 to the Hopi Tribe—

8 (A) pursuant to section 6(a)(2); and

9 (B) as provided in subparagraphs 5.7 and
10 11.1.1 of the Settlement Agreement.

11 (40) HOPI TRIBE WATER DELIVERY CON-
12 TRACT.—The term “Hopi Tribe Water Delivery
13 Contract” means 1 or more contracts entered into
14 by Secretary and the Hopi Tribe in accordance with
15 section 6 and pursuant to paragraph 11 of the Set-
16 tlement Agreement for the delivery of Hopi Tribe
17 Upper Basin Colorado River Water or Hopi Tribe
18 Cibola Water.

19 (41) HOPI TRUST LAND.—The term “Hopi
20 Trust Land” means land that—

21 (A) is located in the State;

22 (B) is located outside the exterior bound-
23 aries of the Hopi Reservation; and

1 (C) as of the Enforceability Date, is held
 2 in trust by the United States for the Hopi
 3 Tribe.

4 (42) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—
 5 The term “iiná bá – paa tuwaqat’si pipeline” means
 6 the water project described in—

7 (A) section 8; and

8 (B) subparagraph 12.1 of the Settlement
 9 Agreement.

10 (43) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IM-
 11 PLEMENTATION FUND ACCOUNT.—The term “iiná
 12 bá – paa tuwaqat’si pipeline Implementation Fund
 13 Account” means the account—

14 (A) established under section 9(a); and

15 (B) described in subparagraph 12.1.1 of
 16 the Settlement Agreement.

17 (44) IMPOUNDMENT.—The term “impound-
 18 ment” means a human-made structure used to store
 19 water.

20 (45) INJURY TO WATER.—The term “Injury to
 21 Water” means injury to Water based on changes in
 22 or degradation of the salinity or concentration of
 23 naturally occurring chemical constituents contained
 24 in Water due to a diversion or Use of Water that
 25 is not—

1 (A) inconsistent with the Settlement
 2 Agreement as revised pursuant to section
 3 16(a)(1);

4 (B) inconsistent with this Act; and

5 (C) in violation of State law.

6 (46) INJURY TO WATER RIGHTS.—

7 (A) IN GENERAL.—The term “Injury to
 8 Water Rights” means an interference with,
 9 diminution of, or deprivation of Water Rights
 10 under Federal, State, or other law.

11 (B) EXCLUSION.—The term “Injury to
 12 Water Rights” does not include any injury to
 13 water quality.

14 (47) IRRIGATION.—The term “irrigation”
 15 means the Use of water on 2 or more acres of land
 16 to produce plants or parts of plants—

17 (A) for sale or human consumption; or

18 (B) as feed for livestock, range livestock,
 19 or poultry.

20 (48) LCR.—The term “LCR” means the Little
 21 Colorado River.

22 (49) LCR ADJUDICATION.—The term “LCR
 23 Adjudication” means the action pending in the Su-
 24 perior Court of the State, in and for the County of
 25 Apache, In re: the General Adjudication of All

1 Rights to Use Water in the Little Colorado River
2 System and Source, CIV No. 6417.

3 (50) LCR ADJUDICATION COURT.—The term
4 “LCR Adjudication Court” means the Superior
5 Court of the State, in and for the County of Apache,
6 exercising jurisdiction over the LCR Adjudication.

7 (51) LCR DECREE.—The term “LCR Decree”
8 means the judgment or decree entered by the LCR
9 Adjudication Court in substantially the same form
10 as the form of judgment attached as Exhibit 3.1.82
11 to the Settlement Agreement.

12 (52) LCR WATERSHED.—The term “LCR Wa-
13 tershed” means land located within the Surface
14 Water drainage of the LCR and its tributaries in the
15 State, as shown on the map attached as Exhibit
16 3.1.83 to the Settlement Agreement.

17 (53) LEASE PERIOD.—The term “Lease Pe-
18 riod” means the period of time during which the
19 Navajo Nation and the Hopi Tribe are authorized to
20 execute leases of Arizona Colorado River Water allo-
21 cated to the Navajo Nation and the Hopi Tribe
22 under this Act, which shall be determined pursuant
23 to subparagraphs (C) and (D) of section 7(b)(2).

1 (54) LOWER BASIN.—The term “Lower Basin”
2 has the meaning given the term in article II(g) of
3 the Colorado River Compact.

4 (55) MEMBER.—The term “Member” means
5 any person duly enrolled as a member of the Navajo
6 Nation, the Hopi Tribe, or the San Juan Southern
7 Paiute Tribe.

8 (56) NAIWRSA SYSTEM CONSERVATION PRO-
9 GRAM.—The term “NAIWRSA System Conservation
10 Program” means the 20-year program to store
11 17,050 AFY of System Conservation Eligible Water
12 in Lake Powell by the Navajo Nation and the Hopi
13 Tribe, as described in section 6(c)(4)(C).

14 (57) NAVAJO ALLOTMENT.—The term “Navajo
15 Allotment” means a parcel of land patented pursu-
16 ant to section 1 of the Act of February 8, 1887
17 (commonly known as the “Indian General Allotment
18 Act”) (24 Stat. 388, chapter 119; 25 U.S.C. 331)
19 (as in effect on the day before the date of enactment
20 of the Indian Land Consolidation Act Amendments
21 of 2000 (Public Law 106–462; 114 Stat. 1991))—

22 (A) originally allotted to an individual
23 identified in the allotting document as a Navajo
24 Indian;

1 (B) located within the exterior boundaries
2 of the Navajo Reservation; and

3 (C) held in trust by the United States for
4 the benefit of 1 or more individual Indians.

5 (58) NAVAJO ALLOTTEE.—The term “Navajo
6 Allottee” means—

7 (A) an individual Indian holding a bene-
8 ficial interest in a Navajo Allotment; or

9 (B) an Indian Tribe holding an undivided
10 fractional beneficial interest in a Navajo Allot-
11 ment.

12 (59) NAVAJO FEE LAND.—The term “Navajo
13 Fee Land” means land, other than Navajo Trust
14 Land, that—

15 (A) is located in the State;

16 (B) is located outside the exterior bound-
17 aries of the Navajo Reservation; and

18 (C) as of the Enforceability Date, is owned
19 by the Navajo Nation, whether in its own name
20 or through an entity wholly owned or controlled
21 by the Navajo Nation.

22 (60) NAVAJO-GALLUP WATER SUPPLY PROJECT;
23 PROJECT.—The terms “Navajo-Gallup Water Supply
24 Project” and “Project” mean the project authorized,
25 constructed, and operated pursuant to part III of

1 the Northwestern New Mexico Rural Water Projects
2 Act (Public Law 111–11; 123 Stat. 1379).

3 (61) NAVAJO LAND.—The term “Navajo Land”
4 means—

5 (A) the Navajo Reservation;

6 (B) Navajo Trust Land; and

7 (C) Navajo Fee Land.

8 (62) NAVAJO NATION.—

9 (A) IN GENERAL.—The term “Navajo Na-
10 tion” means the Navajo Nation, a body politic
11 and federally recognized Indian nation recog-
12 nized by the Secretary in the notice of the Sec-
13 retary entitled “Indian Entities Recognized by
14 and Eligible To Receive Services From the
15 United States Bureau of Indian Affairs” (89
16 Fed. Reg. 944 (January 8, 2024)), and also
17 known variously as the “Navajo Tribe”, the
18 “Navajo Tribe of Arizona, New Mexico &
19 Utah”, the “Navajo Tribe of Indians”, and
20 other similar names.

21 (B) INCLUSIONS.—The term “Navajo Na-
22 tion” includes all bands of Navajo Indians and
23 chapters of the Navajo Nation.

24 (63) NAVAJO NATION AGRICULTURAL CON-
25 SERVATION TRUST FUND ACCOUNT.—The term

1 “Navajo Nation Agricultural Conservation Trust
2 Fund Account” means the account—

3 (A) established under section 10(b)(3); and
4 (B) described in subparagraph 12.2.4 of
5 the Settlement Agreement.

6 (64) NAVAJO NATION CIBOLA WATER.—The
7 term “Navajo Nation Cibola Water” means the enti-
8 tlement of the Navajo Nation to the diversion of up
9 to 100 AFY of Fourth Priority Water at the same
10 location and for the same Uses described in the
11 Hopi Tribe Existing Cibola Contract or the delivery
12 and consumptive use of up to 71.5 AFY of Fourth
13 Priority Water at locations and for Uses within the
14 State other than as described in the Hopi Tribe Ex-
15 isting Cibola Contract, which shall have been as-
16 signed and transferred by the Hopi Tribe from its
17 Cibola Water under the Hopi Tribe Existing Cibola
18 Contract to the Navajo Nation.

19 (65) NAVAJO NATION FOURTH PRIORITY
20 WATER.—The term “Navajo Nation Fourth Priority
21 Water” means the diversion right to 3,500 AFY of
22 Fourth Priority Water reserved for Use in a Navajo-
23 Hopi Indian water rights settlement under para-
24 graph 11.3 of the Arizona Water Settlement Agree-

1 ment among the United States, the State, and the
2 Central Arizona Water Conservation District—

3 (A) as authorized by paragraphs (1) and
4 (2) of section 106(a) of the Central Arizona
5 Project Settlement Act of 2004 (Public Law
6 108–451; 118 Stat. 3492);

7 (B) as allocated to the Navajo Nation pur-
8 suant to section 6; and

9 (C) as described in subparagraphs 4.9 and
10 10.1 of the Settlement Agreement.

11 (66) NAVAJO NATION LOWER BASIN COLORADO
12 RIVER WATER ACQUISITION TRUST FUND AC-
13 COUNT.—The term “Navajo Nation Lower Basin
14 Colorado River Water Acquisition Trust Fund Ac-
15 count” means the account—

16 (A) established under section 10(b)(5); and

17 (B) described in subparagraph 12.2.5 of
18 the Settlement Agreement.

19 (67) NAVAJO NATION OM&R TRUST FUND AC-
20 COUNT.—The term “Navajo Nation OM&R Trust
21 Fund Account” means the account—

22 (A) established under section 10(b)(2); and

23 (B) described in subparagraph 12.2.2 of
24 the Settlement Agreement.

1 (68) NAVAJO NATION RENEWABLE ENERGY
2 TRUST FUND ACCOUNT.—The term “Navajo Nation
3 Renewable Energy Trust Fund Account” means the
4 account—

5 (A) established under section 10(b)(4); and
6 (B) described in subparagraph 12.2.3 of
7 the Settlement Agreement.

8 (69) NAVAJO NATION UPPER BASIN COLORADO
9 RIVER WATER.—The term “Navajo Nation Upper
10 Basin Colorado River Water” means the 44,700
11 AFY of Arizona Upper Basin Colorado River
12 Water—

13 (A) allocated to the Navajo Nation pursu-
14 ant to section 6(a)(1); and

15 (B) described in subparagraphs 4.7 and
16 10.1 of the Settlement Agreement.

17 (70) NAVAJO NATION WATER DELIVERY CON-
18 TRACT.—The term “Navajo Nation Water Delivery
19 Contract” means 1 or more contracts entered into
20 by the Secretary and the Navajo Nation in accord-
21 ance with section 6 and pursuant to paragraph 10
22 of the Settlement Agreement for the delivery of Nav-
23 ajo Nation Upper Basin Colorado River Water, Nav-
24 ajo Nation Cibola Water, or Navajo Nation Fourth
25 Priority Water.

1 (71) NAVAJO NATION WATER PROJECTS.—The
2 term “Navajo Nation Water Projects” means the
3 projects described in—

4 (A) section 10(f)(1); and

5 (B) subparagraph 12.2.1 of the Settlement
6 Agreement.

7 (72) NAVAJO NATION WATER PROJECTS TRUST
8 FUND ACCOUNT.—The term “Navajo Nation Water
9 Projects Trust Fund Account” means the account—

10 (A) established under section 10(b)(1); and

11 (B) described in subparagraph 12.2.1 of
12 the Settlement Agreement.

13 (73) NAVAJO RESERVATION.—

14 (A) IN GENERAL.—The term “Navajo Res-
15 ervation” means—

16 (i) land within the exterior boundaries
17 of the “Navajo Indian Reservation” in the
18 State, as defined by the Act of June 14,
19 1934 (48 Stat. 960, chapter 521);

20 (ii) land withdrawn by the Executive
21 Order of December 16, 1882, and parti-
22 tioned to the Navajo Nation in accordance
23 with section 8(b) of the Act of December
24 22, 1974 (Public Law 93–531; 88 Stat.
25 1715), by Judgment of Partition, Feb-

1 ruary 10, 1977, *Sekaquaptewa v. Mac-*
2 Donald, Case No. CIV-579-PCT-JAW
3 (D. Ariz.), *aff'd*, 626 F.2d 113 (9th Cir.
4 1980);

5 (iii) land taken into trust as a part of
6 the Navajo Reservation before the Effec-
7 tive Date pursuant to the Act of December
8 22, 1974 (Public Law 93-531; 88 Stat.
9 1712), a copy of which is attached as Ex-
10 hibit 3.1.112B to the Settlement Agree-
11 ment; and

12 (iv) any land taken into trust as part
13 of the Navajo Reservation after the Effec-
14 tive Date pursuant to the Act of December
15 22, 1974 (Public Law 93-531; 88 Stat.
16 1712), except as provided in subpara-
17 graphs 3.1.12, 3.1.13, 3.1.87, 3.1.170,
18 4.1.5, 4.1.6, 4.6.1, and 8.1.1 of the Settle-
19 ment Agreement.

20 (B) EXCLUSIONS.—The term “Navajo
21 Reservation” does not include land within the
22 Hopi Reservation or the San Juan Southern
23 Paiute Reservation.

24 (C) MAP.—Subject to subparagraph (D),
25 the descriptions of the Navajo Reservation in

1 clauses (i) through (iv) of subparagraph (A) are
2 generally shown on the map attached as Exhibit
3 3.1.112A to the Settlement Agreement.

4 (D) CONFLICT.—In the case of a conflict
5 between the definition in subparagraphs (A)
6 and (B) and Exhibit 3.1.112A of the Settle-
7 ment Agreement, the definition in those sub-
8 paragraphs shall control.

9 (74) NAVAJO TRIBAL UTILITY AUTHORITY.—
10 The term “Navajo Tribal Utility Authority” means
11 the enterprise established by the Navajo Nation pur-
12 suant to chapter 1, section 21 of the Navajo Nation
13 Code, or a successor agency or entity.

14 (75) NAVAJO TRUST LAND.—The term “Navajo
15 Trust Land” means land that—

16 (A) is located in the State;

17 (B) is located outside the exterior bound-
18 aries of the Navajo Reservation; and

19 (C) as of the Enforceability Date, is held
20 in trust by the United States for the Navajo
21 Nation.

22 (76) NAVAJO-UTAH WATER RIGHTS SETTLE-
23 MENT.—The term “Navajo-Utah Water Rights Set-
24 tlement” means the Navajo Utah Water Rights Set-
25 tlement Agreement approved, ratified, and confirmed

1 pursuant to section 1102 of title XI of division FF
2 of Public Law 116–260 (134 Stat. 3224).

3 (77) OFF-RESERVATION.—The term “Off-Res-
4 ervation” means land located in the State outside
5 the exterior boundaries of—

6 (A) the Navajo Reservation;

7 (B) the Hopi Reservation; and

8 (C) the San Juan Southern Paiute Res-
9 ervation.

10 (78) OM&R.—The term “OM&R” means oper-
11 ation, maintenance, and replacement.

12 (79) PARTY.—The term “Party” mean a Per-
13 son that is a signatory to the Settlement Agreement.

14 (80) PERSON.—

15 (A) IN GENERAL.—The term “Person”
16 means—

17 (i) an individual;

18 (ii) a public or private corporation;

19 (iii) a company;

20 (iv) a partnership;

21 (v) a joint venture;

22 (vi) a firm;

23 (vii) an association;

24 (viii) a society;

25 (ix) an estate or trust;

- 1 (x) any other private organization or
- 2 enterprise;
- 3 (xi) the United States;
- 4 (xii) an Indian Tribe;
- 5 (xiii) a State, territory, or country;
- 6 (xiv) a governmental entity; and
- 7 (xv) any political subdivision or mu-
- 8 nicipal corporation organized under or sub-
- 9 ject to the constitution and laws of the
- 10 State.

11 (B) INCLUSIONS.—The term “Person” in-

12 cludes the officers, directors, agents, insurers,

13 representatives, employees, attorneys, assigns,

14 subsidiaries, affiliates, enterprises, legal rep-

15 resentatives, predecessors, and successors in in-

16 terest and their heirs, of any entity or indi-

17 vidual described in subparagraph (A).

18 (81) PUBLIC DOMAIN ALLOTMENT OUTSIDE

19 THE NAVAJO RESERVATION.—The term “Public Do-

20 main Allotment outside the Navajo Reservation”

21 means any of the 51 parcels of land allotted to indi-

22 vidual Indians from the public domain pursuant to

23 section 4 of the Act of February 8, 1887 (commonly

24 known as the “Indian General Allotment Act”) (24

25 Stat. 389, chapter 119; 25 U.S.C. 334) that is—

1 (A) held in trust by the United States for
2 the benefit of 1 or more individual Indians or
3 Indian Tribes; and

4 (B) located outside the exterior boundaries
5 of the Navajo Reservation and the Hopi Res-
6 ervation, as depicted on the map attached as
7 Exhibit 3.1.132A to the Settlement Agreement.

8 (82) PUBLIC DOMAIN ALLOTMENT WITHIN THE
9 NAVAJO RESERVATION.—The term “Public Domain
10 Allotment within the Navajo Reservation” means
11 any land allotted to individual Indians from the pub-
12 lic domain that is—

13 (A) held in trust by the United States for
14 the benefit of 1 or more individual Indians or
15 Indian Tribes;

16 (B) located within the exterior boundaries
17 of the Navajo Reservation; and

18 (C) described in Exhibit 3.1.131 to the
19 Settlement Agreement.

20 (83) PUBLIC DOMAIN ALLOTTEE.—The term
21 “Public Domain Allottee” means an individual In-
22 dian or Indian Tribe holding a beneficial interest
23 in—

24 (A) a Public Domain Allotment outside the
25 Navajo Reservation; or

1 (B) a Public Domain Allotment within the
2 Navajo Reservation.

3 (84) SAN JUAN SOUTHERN PAIUTE FEE
4 LAND.—The term “San Juan Southern Paiute Fee
5 Land” means land, other than San Juan Southern
6 Paiute Trust Land, that—

7 (A) is located in the State;

8 (B) is located outside the exterior bound-
9 aries of the San Juan Southern Paiute Reserva-
10 tion; and

11 (C) as of the Enforceability Date, is owned
12 by the San Juan Southern Paiute Tribe, wheth-
13 er in its own name or through an entity wholly
14 owned or controlled by the San Juan Southern
15 Paiute Tribe.

16 (85) SAN JUAN SOUTHERN PAIUTE GROUND-
17 WATER PROJECTS.—The term “San Juan Southern
18 Paiute Groundwater Projects” means the projects
19 described in—

20 (A) section 12(f)(1); and

21 (B) subparagraph 12.4.1 of the Settlement
22 Agreement.

23 (86) SAN JUAN SOUTHERN PAIUTE LAND.—The
24 term “San Juan Southern Paiute Land” means—

1 (A) the San Juan Southern Paiute South-
2 ern Area;

3 (B) San Juan Southern Paiute Trust
4 Land; and

5 (C) San Juan Southern Paiute Fee Land.

6 (87) SAN JUAN SOUTHERN PAIUTE NORTHERN
7 AREA.—The term “San Juan Southern Paiute
8 Northern Area” means the land—

9 (A) located in the State of Utah; and

10 (B) depicted on the map attached as Ex-
11 hibit 3.1.146 to the Settlement Agreement.

12 (88) SAN JUAN SOUTHERN PAIUTE RESERVA-
13 TION.—The term “San Juan Southern Paiute Res-
14 ervation” means the approximately 5,400 acres of
15 land—

16 (A) located in the State and the State of
17 Utah; and

18 (B) consisting of the San Juan Southern
19 Paiute Northern Area and the San Juan South-
20 ern Paiute Southern Area, as depicted in the
21 maps attached as Exhibits 3.1.146 and 3.1.147
22 to the Settlement Agreement.

23 (89) SAN JUAN SOUTHERN PAIUTE TRIBE AGRI-
24 CULTURAL CONSERVATION TRUST FUND AC-
25 COUNT.—The term “San Juan Southern Paiute

1 Tribe Agricultural Conservation Trust Fund Ac-
2 count” means the account—

3 (A) established under section 12(b)(2); and

4 (B) described in subparagraph 12.4.3 of
5 the Settlement Agreement.

6 (90) SAN JUAN SOUTHERN PAIUTE TRIBE
7 GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—

8 The term “San Juan Southern Paiute Tribe
9 Groundwater Projects Trust Fund Account” means
10 the account—

11 (A) established under section 12(b)(1); and

12 (B) described in subparagraph 12.4.1 of
13 the Settlement Agreement.

14 (91) SAN JUAN SOUTHERN PAIUTE TRIBE OM&R
15 TRUST FUND ACCOUNT.—The term “San Juan
16 Southern Paiute Tribe OM&R Trust Fund Account”
17 means the account—

18 (A) established under section 12(b)(3); and

19 (B) described in subparagraph 12.4.2 of
20 the Settlement Agreement.

21 (92) SAN JUAN SOUTHERN PAIUTE SOUTHERN
22 AREA.—The term “San Juan Southern Paiute
23 Southern Area” means the land located in the State
24 and depicted on the map attached as Exhibit
25 3.1.147 to the Settlement Agreement.

1 (93) SAN JUAN SOUTHERN PAIUTE TRIBE.—
2 The term “San Juan Southern Paiute Tribe” means
3 the San Juan Southern Paiute Tribe, a body politic
4 and federally recognized Indian Tribe, as recognized
5 by the Secretary in the notice of the Secretary enti-
6 tled “Indian Entities Recognized by and Eligible To
7 Receive Services From the United States Bureau of
8 Indian Affairs” (89 Fed. Reg. 944 (January 8,
9 2024)).

10 (94) SAN JUAN SOUTHERN PAIUTE TRUST
11 LAND.—The term “San Juan Southern Paiute Trust
12 Land” means land that—

13 (A) is located in the State;

14 (B) is located outside the exterior bound-
15 aries of the San Juan Southern Paiute Reserva-
16 tion; and

17 (C) as of the Enforceability Date, is held
18 in trust by the United States for the San Juan
19 Southern Paiute Tribe.

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

22 (96) SETTLEMENT AGREEMENT.—The term
23 “Settlement Agreement” means—

1 (A) the Northeastern Arizona Indian
2 Water Rights Settlement Agreement dated as of
3 May 9, 2024; and

4 (B) any exhibits attached to that agree-
5 ment.

6 (97) SIXTH PRIORITY WATER.—The term
7 “Sixth Priority Water” has the meaning given the
8 term in the Hopi Tribe Existing Cibola Contract.

9 (98) STATE.—The term “State” means the
10 State of Arizona.

11 (99) SURFACE WATER.—

12 (A) IN GENERAL.—The term “Surface
13 Water” means all water in the State that is ap-
14 propriable under State law.

15 (B) EXCLUSION.—The term “Surface
16 Water” does not include Colorado River Water.

17 (100) SYSTEM CONSERVATION.—The term
18 “System Conservation” means a voluntary reduction
19 of consumptive use of Arizona Colorado River Water
20 that can be estimated or measured, including munic-
21 ipal and industrial conservation efforts and the
22 fallowing of agricultural land, to create conserved
23 water to benefit the Colorado River System.

24 (101) SYSTEM CONSERVATION ELIGIBLE
25 WATER.—

1 (A) IN GENERAL.—The term “System
2 Conservation Eligible Water” means 34,100
3 AFY of Navajo Nation Upper Basin Colorado
4 River Water and Hopi Tribe Upper Basin Colo-
5 rado River Water, allocated between the Navajo
6 Nation and the Hopi Tribe consistent with sec-
7 tion 6(c)(4)(C) and subclauses (I) and (II) of
8 section 7(b)(2)(D)(ii).

9 (B) PERIOD OF TIME.—For purposes of
10 this Act, the System Conservation Eligible
11 Water is—

12 (i) deemed to have been consumptively
13 used for a period of 50 years based on the
14 34,100 AFY of Arizona Upper Basin Colo-
15 rado River Water that was previously con-
16 tracted for consumptive use by the Navajo
17 Generating Station; and

18 (ii) a portion of the allocations of Ari-
19 zona Upper Basin Colorado River Water to
20 the Navajo Nation and the Hopi Tribe de-
21 scribed in paragraphs (1)(A)(ii) and
22 (2)(A)(ii) of section 6(a).

23 (C) ELIGIBILITY.—For purposes of this
24 Act, the System Conservation Eligible Water is

1 eligible for the NAIWRSA System Conservation
 2 Program.

3 (102) TREATY.—The term “Treaty” means the
 4 Articles of Treaty and Agreement entered into by
 5 the Navajo Nation and the San Juan Southern Pai-
 6 ute Tribe to settle land claims and other disputes,
 7 as executed on March 18, 2000.

8 (103) TREATY ADDENDUM.—The term “Treaty
 9 Addendum” means the Addendum to the Treaty en-
 10 tered into by the Navajo Nation and the San Juan
 11 Southern Paiute Tribe on May 7, 2004.

12 (104) TRIBE.—The term “Tribe” means, indi-
 13 vidually, as applicable—

14 (A) the Navajo Nation;

15 (B) the Hopi Tribe; or

16 (C) the San Juan Southern Paiute Tribe.

17 (105) TRIBES.—The term “Tribes” means, col-
 18 lectively—

19 (A) the Navajo Nation;

20 (B) the Hopi Tribe; and

21 (C) the San Juan Southern Paiute Tribe.

22 (106) UNDERGROUND WATER.—

23 (A) IN GENERAL.—The term “Under-
 24 ground Water” means all water beneath the
 25 surface of the earth within the State, regardless

1 of its legal characterization as appropriable or
2 non-appropriable under Federal, State, or other
3 law.

4 (B) EXCLUSIONS.—The term “Under-
5 ground Water” does not include Colorado River
6 Water or Effluent.

7 (107) UNITED STATES.—

8 (A) IN GENERAL.—The term “United
9 States” means the United States, acting as
10 trustee for the Tribes, their Members, the Hopi
11 Allottees, and the Navajo Allottees, except as
12 otherwise expressly provided.

13 (B) CLARIFICATION.—When used in ref-
14 erence to a particular agreement or contract,
15 the term “United States” means the United
16 States acting in the capacity as described in
17 that agreement or contract.

18 (108) UPPER BASIN.—The term “Upper
19 Basin” has the meaning given the term in article
20 II(f) of the Colorado River Compact.

21 (109) UPPER BASIN COLORADO RIVER
22 WATER.—The term “Upper Basin Colorado River
23 Water” means the waters of the Upper Basin.

24 (110) UPPER COLORADO RIVER BASIN COMPACT
25 OF 1948.—The term “Upper Colorado River Basin

1 Compact of 1948” means the Upper Colorado River
2 Basin Compact of 1948, as ratified and reprinted in
3 article 3 of chapter 7 of title 45, Arizona Revised
4 Statutes.

5 (111) UPPER DIVISION STATES.—The term
6 “Upper Division States” means the States of Wyo-
7 ming, Colorado, New Mexico, and Utah, as described
8 in the Colorado River Compact.

9 (112) USE.—The term “Use” means any bene-
10 ficial use, including instream flow, recharge, storage,
11 recovery, or any other use recognized as beneficial
12 under applicable law.

13 (113) WATER.—The term “water”, when used
14 without a modifying adjective, means Groundwater,
15 Surface Water, Colorado River Water, or Effluent.

16 (114) WATER RIGHT.—The term “Water
17 Right” means any right in or to Groundwater, Sur-
18 face Water, Colorado River Water, or Effluent under
19 Federal, State, or other law.

20 (115) WELL.—The term “Well” means a
21 human-made opening in the earth through which
22 Underground Water may be withdrawn or obtained.

23 (116) ZUNI TRIBE.—The term “Zuni Tribe”
24 means the body politic and federally recognized In-
25 dian Tribe, as recognized by the Secretary in the no-

1 tice of the Secretary entitled “Indian Entities Rec-
2 ognized by and Eligible To Receive Services From
3 the United States Bureau of Indian Affairs” (89
4 Fed. Reg. 944 (January 8, 2024)).

5 **SEC. 4. RATIFICATION AND EXECUTION OF THE NORTH-**
6 **EASTERN ARIZONA INDIAN WATER RIGHTS**
7 **SETTLEMENT AGREEMENT.**

8 (a) RATIFICATION.—

9 (1) IN GENERAL.—Except as modified by this
10 Act and to the extent the Settlement Agreement
11 does not conflict with this Act, the Settlement
12 Agreement is authorized, ratified, and confirmed.

13 (2) AMENDMENTS.—If an amendment to the
14 Settlement Agreement, or to any exhibit attached to
15 the Settlement Agreement requiring the signature of
16 the Secretary, is executed in accordance with this
17 Act to make the Settlement Agreement consistent
18 with this Act, the amendment is authorized, ratified,
19 and confirmed, to the extent the amendment is con-
20 sistent with this Act.

21 (b) EXECUTION OF SETTLEMENT AGREEMENT.—

22 (1) IN GENERAL.—To the extent the Settlement
23 Agreement does not conflict with this Act, the Sec-
24 retary shall execute the Settlement Agreement, in-

cluding all exhibits to the Settlement Agreement requiring the signature of the Secretary.

(2) MODIFICATIONS.—

(A) IN GENERAL.—Nothing in this Act prohibits the Secretary from approving any modification to the Settlement Agreement, including any exhibit to the Settlement Agreement, that is consistent with this Act, to the extent the modification does not otherwise require congressional approval under section 2116 of the Revised Statutes (25 U.S.C. 177) or any other applicable Federal law.

(B) ABSTRACTS.—Prior to the execution of the Settlement Agreement by the Secretary, the abstracts attached as Exhibits to the Settlement Agreement shall be modified, as necessary—

(i) to correct errors or omissions to the satisfaction of the Parties; and

(ii) to conform with applicable Federal and State law.

(c) ENVIRONMENTAL COMPLIANCE.—

(1) IN GENERAL.—In implementing the Settlement Agreement (including all exhibits to the Settlement Agreement requiring the signature of the Sec-

retary) and this Act, the Secretary shall comply with all applicable provisions of—

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

(B) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), including the implementing regulations of that Act; and

(C) all other Federal environmental laws and regulations.

(2) COMPLIANCE.—In implementing the Settlement Agreement and this Act, but excluding environmental compliance related to the iiná bá – paa tuwaqat’si pipeline, the applicable Tribe shall prepare any necessary environmental documents consistent with all applicable provisions of—

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

(B) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), including the implementing regulations of that Act; and

(C) all other Federal environmental laws and regulations.

(d) AUTHORIZATIONS.—The Secretary shall—

(1) independently evaluate the documentation submitted under subsection (c)(2); and

1 (2) be responsible for the accuracy, scope, and
2 contents of that documentation.

3 (e) EFFECT OF EXECUTION.—The execution of the
4 Settlement Agreement by the Secretary under this section
5 shall not constitute a major Federal action for purposes
6 of the National Environmental Policy Act of 1969 (42
7 U.S.C. 4321 et seq.).

8 (f) COSTS.—

9 (1) IN GENERAL.—Except as provided in para-
10 graph (2), any costs associated with the performance
11 of the compliance activities under subsection (c)
12 shall be paid from funds deposited in the Navajo
13 Nation Water Projects Trust Fund Account, the
14 Hopi Tribe Groundwater Projects Trust Fund Ac-
15 count, or the San Juan Southern Paiute Tribe
16 Groundwater Projects Trust Fund Account, as ap-
17 plicable, subject to the condition that any costs asso-
18 ciated with the performance of Federal approval or
19 other review of that compliance work or costs associ-
20 ated with inherently Federal functions shall remain
21 the responsibility of the Secretary.

22 (2) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—Any
23 costs associated with the performance of the compli-
24 ance activities under subsection (c) relating to the
25 iiná bá – paa tuwaqat’si pipeline shall be paid from

1 funds deposited in the iiná bá – paa tuwaqat’si pipe-
2 line Implementation Fund Account.

3 **SEC. 5. WATER RIGHTS.**

4 (a) CONFIRMATION OF WATER RIGHTS.—

5 (1) IN GENERAL.—The Water Rights of the
6 Navajo Nation, the Hopi Tribe, the San Juan
7 Southern Paiute Tribe, the Navajo Allottees, and the
8 Hopi Allottees as described in the Settlement Agree-
9 ment are ratified, confirmed, and declared to be
10 valid.

11 (2) USE.—Any use of water pursuant to the
12 Water Rights described in paragraph (1) by the
13 Navajo Nation, the Hopi Tribe, the San Juan
14 Southern Paiute Tribe, the Navajo Allottees, or the
15 Hopi Allottees shall be subject to the terms and con-
16 ditions of the Settlement Agreement and this Act.

17 (3) CONFLICT.—In the event of a conflict be-
18 tween the Settlement Agreement and this Act, this
19 Act shall control.

20 (b) INTENT OF CONGRESS.—It is the intent of Con-
21 gress to provide to the Navajo Allottees benefits that are
22 equivalent to, or exceed, the benefits the Navajo Allottees
23 possess on the day before the date of enactment of this
24 Act, taking into consideration—

1 (1) the potential risks, cost, and time delay as-
2 sociated with litigation that would be resolved by the
3 Settlement Agreement and this Act;

4 (2) the availability of funding under this Act
5 and from other sources;

6 (3) the availability of water from the Water
7 Rights of the Navajo Nation, as described in the
8 Settlement Agreement; and

9 (4) the applicability of section 7 of the Act of
10 February 8, 1887 (24 Stat. 390, chapter 119; 25
11 U.S.C. 381), and this Act to protect the interests of
12 the Navajo Allottees.

13 (c) WATER RIGHTS TO BE HELD IN TRUST FOR THE
14 TRIBES, THE NAVAJO ALLOTTEES, AND THE HOPI
15 ALLOTTEES.—The United States shall hold the following
16 Water Rights in trust for the Navajo Nation, the Hopi
17 Tribe, the San Juan Southern Paiute Tribe, the Navajo
18 Allottees, and the Hopi Allottees:

19 (1) NAVAJO NATION AND THE NAVAJO
20 ALLOTTEES.—The United States shall hold the fol-
21 lowing Water Rights in trust for the Navajo Nation
22 and Navajo Allottees:

23 (A) Underground Water described in sub-
24 paragraph 4.2 of the Settlement Agreement.

1 (B) Springs described in subparagraph 4.4
2 of the Settlement Agreement.

3 (C) Little Colorado River tributary water
4 described in subparagraph 4.5 of the Settlement
5 Agreement.

6 (D) Little Colorado River Mainstem water
7 described in subparagraph 4.6 of the Settlement
8 Agreement.

9 (E) Navajo Nation Upper Basin Colorado
10 River Water described in subparagraph 4.7 of
11 the Settlement Agreement.

12 (F) Navajo Nation Fourth Priority Water
13 described in subparagraph 4.9 of the Settlement
14 Agreement.

15 (G) Water Rights appurtenant to or asso-
16 ciated with land held in trust by the United
17 States for the Navajo Nation, as described in
18 subparagraphs 4.12, 4.13, 4.15, and 4.16 of the
19 Settlement Agreement.

20 (2) HOPI TRIBE.—The United States shall hold
21 the following Water Rights in trust for the Hopi
22 Tribe:

23 (A) Underground Water described in sub-
24 paragraph 5.2 of the Settlement Agreement.

1 (B) Surface Water described in subpara-
2 graph 5.4 of the Settlement Agreement.

3 (C) Springs described in subparagraph 5.5
4 of the Settlement Agreement.

5 (D) Hopi Tribe Upper Basin Colorado
6 River Water described in subparagraph 5.7 of
7 the Settlement Agreement.

8 (E) Water Rights appurtenant to or asso-
9 ciated with land held in trust by the United
10 States for the Hopi Tribe, as described in sub-
11 paragraphs 5.10, 5.11, 5.12, and 5.13 of the
12 Settlement Agreement.

13 (3) SAN JUAN SOUTHERN PAIUTE TRIBE.—The
14 United States shall hold the following Water Rights
15 in trust for the San Juan Southern Paiute Tribe:

16 (A) Underground Water described in sub-
17 paragraph 6.2.3 of the Settlement Agreement.

18 (B) Surface Water described in subpara-
19 graph 6.2.4 of the Settlement Agreement.

20 (C) Springs described in subparagraph
21 6.2.6 of the Settlement Agreement.

22 (D) Water Rights appurtenant to or asso-
23 ciated with land held in trust by the United
24 States for the San Juan Southern Paiute Tribe,

1 as described in subparagraphs 6.5 and 6.6 of
2 the Settlement Agreement.

3 (4) HOPI ALLOTTEES.—The United States shall
4 hold the Water Rights described in subparagraph
5 5.9 of the Settlement Agreement in trust for the
6 Hopi Allottees.

7 (d) PLACES OF USE.—

8 (1) NAVAJO NATION AND NAVAJO
9 ALLOTTEES.—

10 (A) IN GENERAL.—The rights of the Nav-
11 ajo Nation, and the United States acting as
12 trustee for the Navajo Nation, to the water de-
13 scribed in subparagraphs 4.2, 4.4, 4.5, and 4.6
14 of the Settlement Agreement may be used any-
15 where on the Navajo Reservation or on Off-Res-
16 ervation land held in trust by the United States
17 for the Navajo Nation, but, except as provided
18 in subparagraph (F), may not be sold, leased,
19 transferred, or in any way used off of the Nav-
20 ajo Reservation or off of Off-Reservation land
21 held in trust by the United States for the Nav-
22 ajo Nation.

23 (B) OTHER PLACES OF USE.—The place of
24 Use of Navajo Nation Upper Basin Colorado
25 River Water, Navajo Nation Cibola Water, and

1 Navajo Nation Fourth Priority Water are as
2 described in section 6(b)(1).

3 (C) WATER USE ON OFF-RESERVATION
4 TRUST LAND.—

5 (i) IN GENERAL.—Water Use on Off-
6 Reservation land held in trust by the
7 United States for the Navajo Nation shall
8 be governed by subparagraphs 4.12, 4.13,
9 4.15, 4.16, and 4.18.1 of the Settlement
10 Agreement.

11 (ii) USE.—Except as provided in sub-
12 paragraph (F), the water referred to in
13 clause (i) may be used only on the Navajo
14 Reservation and on Off-Reservation land
15 held in trust by the United States for the
16 Navajo Nation.

17 (D) WATER USE ON FEE LAND.—Water
18 Use on land owned in fee by the Navajo Nation
19 shall be governed by subparagraphs 4.11, 4.12,
20 4.13, 4.14, 4.15, and 4.16 of the Settlement
21 Agreement.

22 (E) RESTRICTIONS.—The rights of a Nav-
23 ajo Allottee, or the United States acting as
24 trustee for a Navajo Allottee, to use water de-
25 scribed in subparagraph 4.10.1 of the Settle-

1 ment Agreement on a Navajo Allotment may
2 not be sold, leased, transferred, or in any way
3 used off of the Navajo Allotment, except for
4 Use on the Navajo Reservation pursuant to the
5 Navajo Nation Water Code.

6 (F) WATER FOR MUNICIPAL USE.—Not-
7 withstanding subparagraphs (A) and (C)(ii) and
8 subparagraph 7.2.3.1 of the Settlement Agree-
9 ment, the Navajo Nation or the United States
10 acting as trustee for the Navajo Nation may
11 provide water for municipal Use off of the Nav-
12 ajo Reservation from facilities that are phys-
13 ically connected to facilities on the Navajo Res-
14 ervation.

15 (2) HOPI TRIBE AND HOPI ALLOTTEES.—

16 (A) IN GENERAL.—The rights of the Hopi
17 Tribe, and the United States acting as trustee
18 for the Hopi Tribe, to the water described in
19 subparagraphs 5.2, 5.4, and 5.5 of the Settle-
20 ment Agreement may be used anywhere on the
21 Hopi Reservation or on Off-Reservation land
22 held in trust by the United States for the Hopi
23 Tribe, but, except as provided in subparagraph
24 (F), may not be sold, leased, transferred, or in
25 any way used off of the Hopi Reservation or off

1 of Off-Reservation land held in trust by the
2 United States for the Hopi Tribe.

3 (B) OTHER PLACES OF USE.—The place of
4 Use of Hopi Tribe Upper Basin Colorado River
5 Water and Hopi Tribe Cibola Water are as de-
6 scribed in section 6(b)(2).

7 (C) WATER USE ON OFF-RESERVATION
8 TRUST LAND.—

9 (i) IN GENERAL.—Water Use on Off-
10 Reservation land held in trust by the
11 United States for the Hopi Tribe shall be
12 governed by subparagraphs 5.10, 5.11,
13 5.12, 5.13, and 5.15.1 of the Settlement
14 Agreement.

15 (ii) USE.—Except as provided in sub-
16 paragraph (F), the water referred to in
17 clause (i) may be used only on the Hopi
18 Reservation and on Off-Reservation land
19 held in trust by the United States for the
20 Hopi Tribe.

21 (D) WATER USE ON FEE LAND.—Water
22 Use on land owned in fee by the Hopi Tribe
23 shall be governed by subparagraphs 5.10, 5.11,
24 and 5.12 of the Settlement Agreement.

1 (E) RESTRICTIONS.—The rights of a Hopi
2 Allottee, or the United States acting as trustee
3 for a Hopi Allottee, to use water described in
4 subparagraph 5.9 of the Settlement Agreement
5 on a Hopi Allotment may not be sold, leased,
6 transferred, or in any way used off of the Hopi
7 Allotment.

8 (F) WATER FOR MUNICIPAL USE.—Not-
9 withstanding subparagraphs (A) and (C)(ii) and
10 subparagraph 7.2.3.1 of the Settlement Agree-
11 ment, the Hopi Tribe or the United States act-
12 ing as trustee for the Hopi Tribe may provide
13 water for municipal Use off of the Hopi Res-
14 ervation from facilities that are physically con-
15 nected to facilities on the Hopi Reservation.

16 (3) SAN JUAN SOUTHERN PAIUTE TRIBE.—

17 (A) IN GENERAL.—The rights of the San
18 Juan Southern Paiute Tribe, and the United
19 States acting as trustee for the San Juan
20 Southern Paiute Tribe, to the water described
21 in subparagraphs 6.2.3, 6.2.4, and 6.2.6 of the
22 Settlement Agreement may be used on the San
23 Juan Southern Paiute Southern Area or on
24 Off-Reservation land held in trust by the
25 United States for the San Juan Southern Pai-

1 ute Tribe, but may not be sold, leased, trans-
2 ferred, or in any way used off of the San Juan
3 Southern Paiute Southern Area or off of Off-
4 Reservation land held in trust by the United
5 States for the San Juan Southern Paiute Tribe.

6 (B) WATER USE ON OFF-RESERVATION
7 TRUST LAND.—

8 (i) IN GENERAL.—Water Use on Off-
9 Reservation land held in trust by the
10 United States for the San Juan Southern
11 Paiute Tribe shall be governed by subpara-
12 graphs 6.5, 6.6, and 6.7.1 of the Settle-
13 ment Agreement.

14 (ii) USE.—Except as provided in sub-
15 paragraph (D), the water referred to in
16 clause (i) may be used only on the San
17 Juan Southern Paiute Southern Area and
18 on Off-Reservation land held in trust by
19 the United States for the San Juan South-
20 ern Paiute Tribe.

21 (C) WATER USE ON FEE LAND.—Water
22 Use on land owned in fee by the San Juan
23 Southern Paiute Tribe shall be governed by
24 subparagraphs 6.4, 6.5, and 6.6 of the Settle-
25 ment Agreement.

1 (D) WATER FOR MUNICIPAL USE.—Not-
2 withstanding subparagraphs (A) and (B)(ii)
3 and subparagraph 7.2.3.1 of the Settlement
4 Agreement, and subject to subparagraph
5 12.5.1.3 of the Settlement Agreement, the San
6 Juan Southern Paiute Tribe or the United
7 States acting as trustee for the San Juan
8 Southern Paiute Tribe may provide water for
9 municipal Use off of the San Juan Southern
10 Paiute Southern Area from facilities that are
11 physically connected to facilities on the San
12 Juan Southern Paiute Southern Area.

13 (e) NONUSE, FORFEITURE, AND ABANDONMENT.—

14 (1) NAVAJO NATION AND NAVAJO
15 ALLOTTEES.—Water Rights of the Navajo Nation
16 and the Navajo Allottees described in subparagraphs
17 4.2, 4.4, 4.5, 4.6, 4.7, and 4.9 of the Settlement
18 Agreement and Water Rights relating to land held
19 in trust by the United States for the Navajo Nation,
20 as described in subparagraphs 4.12, 4.13, 4.15, and
21 4.16 of the Settlement Agreement, shall not be sub-
22 ject to loss by non-use, forfeiture, or abandonment.

23 (2) HOPI TRIBE.—Water Rights of the Hopi
24 Tribe described in subparagraphs 5.2, 5.4, 5.5, and
25 5.7 of the Settlement Agreement and Water Rights

1 relating to land held in trust by the United States
2 for the Hopi Tribe, as described in subparagraphs
3 5.10, 5.11, 5.12, and 5.13 of the Settlement Agree-
4 ment, shall not be subject to loss by non-use, for-
5 feiture, or abandonment.

6 (3) SAN JUAN SOUTHERN PAIUTE TRIBE.—
7 Water Rights of the San Juan Southern Paiute
8 Tribe described in subparagraphs 6.2.3, 6.2.4, and
9 6.2.6 of the Settlement Agreement shall not be sub-
10 ject to loss by non-use, forfeiture, or abandonment.

11 (4) HOPI ALLOTTEES.—Water Rights of the
12 Hopi Allottees described in subparagraph 5.9 of the
13 Settlement Agreement shall not be subject to loss by
14 non-use, forfeiture, or abandonment.

15 (f) NAVAJO ALLOTTEES.—

16 (1) APPLICABILITY OF THE ACT OF FEBRUARY
17 8, 1887.—Section 7 of the Act of February 8, 1887
18 (24 Stat. 390, chapter 119; 25 U.S.C. 381), shall
19 apply to the Water Rights described in subsection
20 (c)(1).

21 (2) ENTITLEMENT TO WATER.—The rights of
22 Navajo Allottees, and the United States acting as
23 trustee for Navajo Allottees, to use water on Navajo
24 Allotments located on the Navajo Reservation shall

1 be satisfied solely from the Water Rights described
2 in subsection (c)(1).

3 (3) ALLOCATIONS.—A Navajo Allottee shall be
4 entitled to a just and equitable distribution of water
5 for irrigation purposes.

6 (4) CLAIMS.—

7 (A) EXHAUSTION OF REMEDIES.—Before
8 asserting any claim against the United States
9 under section 7 of the Act of February 8, 1887
10 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or
11 any other applicable law, a Navajo Allottee shall
12 exhaust remedies available under the Navajo
13 Nation Water Code or other applicable Navajo
14 law.

15 (B) ACTION FOR RELIEF.—After the ex-
16 haustion of all remedies available under the
17 Navajo Nation Water Code or other applicable
18 Navajo law pursuant to subparagraph (A), a
19 Navajo Allottee may seek relief under section 7
20 of the Act of February 8, 1887 (24 Stat. 390,
21 chapter 119; 25 U.S.C. 381), or other applica-
22 ble law.

23 (5) AUTHORITY OF THE SECRETARY.—The Sec-
24 retary may protect the rights of Navajo Allottees in
25 accordance with this subsection.

1 (g) NAVAJO NATION WATER CODE.—

2 (1) IN GENERAL.—The Navajo Nation Water
3 Code shall provide—

4 (A) that Use of water by Navajo Allottees
5 shall be satisfied with water from the Water
6 Rights described in subsection (c)(1);

7 (B) a process by which a Navajo Allottee
8 may request that the Navajo Nation allocate
9 water in accordance with the Settlement Agree-
10 ment, including the provision of water under
11 any Navajo Allottee lease under section 4 of the
12 Act of June 25, 1910 (36 Stat. 856, chapter
13 431; 25 U.S.C. 403);

14 (C) a due process system for the consider-
15 ation and determination by the Navajo Nation
16 of any request of a Navajo Allottee (or a suc-
17 cessor in interest to a Navajo Allottee) for an
18 allocation of water on a Navajo Allotment, in-
19 cluding a process for—

20 (i) appeal and adjudication of any de-
21 nied or disputed distribution of water; and

22 (ii) resolution of any contested admin-
23 istrative decision; and

24 (D) a requirement that any Navajo Allot-
25 tee asserting a claim relating to the enforce-

1 ment of rights of the Navajo Allottee under the
2 Navajo Nation Water Code, including to the
3 quantity of water allocated to land of the Nav-
4 ajo Allottee, shall exhaust all remedies available
5 to the Navajo Allottee under Navajo law before
6 initiating an action against the United States
7 or petitioning the Secretary pursuant to sub-
8 section (f)(4)(B).

9 (2) TRIBAL CONSULTATION.—

10 (A) IN GENERAL.—After consultation with
11 the Navajo Nation, the Secretary shall deter-
12 mine whether the Navajo Nation Water Code in
13 effect on the date of enactment of this Act sat-
14 isfies the requirements of paragraph (1).

15 (B) SATISFIES REQUIREMENTS.—If the
16 Secretary determines that the Navajo Nation
17 Water Code in effect on the date of enactment
18 of this Act satisfies the requirements of para-
19 graph (1), the Secretary shall notify the Navajo
20 Nation of that determination in writing.

21 (C) DOES NOT SATISFY REQUIREMENT.—
22 If the Secretary determines that the Navajo
23 Nation Water Code in effect on the date of en-
24 actment of this Act does not satisfy the require-
25 ments of paragraph (1), the Secretary shall no-

1 tify the Navajo Nation in writing that amend-
2 ments are necessary to satisfy the requirements
3 of subsection (g)(1).

4 (3) NAVAJO NATION ACTION.—Not later than 3
5 years after the date on which the Secretary notifies
6 the Navajo Nation pursuant to paragraph (2)(C),
7 the Navajo Nation shall amend the Navajo Nation
8 Water Code and submit to the Secretary the amend-
9 ments to the Navajo Nation Water Code for review
10 and approval pursuant to subsection (h).

11 (h) ACTION BY THE SECRETARY.—

12 (1) IN GENERAL.—The Secretary shall admin-
13 ister, with respect to the rights of the Navajo
14 Allottees, the Water Rights identified under sub-
15 section (c)(1) during the period beginning on the
16 date of enactment of this Act and ending on the ear-
17 lier of—

18 (A) the date on which the Secretary pro-
19 vides notice to the Navajo Nation pursuant to
20 paragraph (2)(B) of subsection (g) that the
21 Navajo Nation Water Code satisfies the re-
22 quirements of paragraph (1) of that subsection;
23 and

24 (B) the date on which the Secretary has
25 approved amendments to the Navajo Nation

1 Water Code submitted pursuant to subsection
2 (g)(3).

3 (2) APPROVAL.—The Navajo Nation Water
4 Code amendments described in subsection (g)(3)
5 shall not be valid unless—

6 (A) the amendments described in that sub-
7 section have been approved by the Secretary;
8 and

9 (B) each subsequent amendment to the
10 Navajo Nation Water Code that affects the
11 rights of a Navajo Allottee is approved by the
12 Secretary.

13 (3) APPROVAL PERIOD.—

14 (A) APPROVAL PERIOD.—If the Secretary
15 requires amendments to the Navajo Nation
16 Water Code pursuant to paragraph (2)(C) of
17 subsection (g), the Secretary shall approve or
18 disapprove the amendments to the Navajo Na-
19 tion Water Code described in paragraph (3) of
20 that subsection not later than 180 days after
21 the date on which the amendments are sub-
22 mitted to the Secretary.

23 (B) EXTENSION.—The deadline described
24 in subparagraph (A) may be extended by the

1 Secretary after consultation with the Navajo
2 Nation.

3 (i) EFFECT.—Except as otherwise expressly provided
4 in this section, nothing in this Act—

5 (1) authorizes any action by a Navajo Allottee
6 against any individual or entity, or against the Nav-
7 ajo Nation, under Federal, State, Tribal, or local
8 law; or

9 (2) alters or affects the status of any action
10 brought pursuant to section 1491(a) of title 28,
11 United States Code.

12 **SEC. 6. ALLOCATION AND ASSIGNMENT OF ARIZONA COLO-**
13 **RADO RIVER WATER TO THE TRIBES; WATER**
14 **USE; STORAGE; WATER DELIVERY CON-**
15 **TRACTS.**

16 (a) ALLOCATION AND ASSIGNMENT TO THE NAVAJO
17 NATION AND THE HOPI TRIBE.—

18 (1) ALLOCATION AND ASSIGNMENT TO THE
19 NAVAJO NATION.—

20 (A) NAVAJO NATION UPPER BASIN COLO-
21 RADO RIVER WATER.—

22 (i) STATE AGREEMENT.—Pursuant to
23 subparagraph 4.7.1 of the Settlement
24 Agreement, the State has expressly agreed
25 to the allocation described in clause (ii).

1 (ii) ALLOCATION.—44,700 AFY of
2 Arizona Upper Basin Colorado River
3 Water is allocated to the Navajo Nation on
4 the Enforceability Date.

5 (B) NAVAJO NATION CIBOLA WATER.—
6 Pursuant to subparagraph 4.8.2 of the Settle-
7 ment Agreement, the State has recommended
8 the assignment of Navajo Nation Cibola Water
9 by the Hopi Tribe to the Navajo Nation effec-
10 tive on the Enforceability Date.

11 (C) NAVAJO NATION FOURTH PRIORITY
12 WATER.—

13 (i) STATE RECOMMENDATION.—Pur-
14 suant to subparagraph 4.9.1 of the Settle-
15 ment Agreement, the State has rec-
16 ommended the allocation described in
17 clause (ii).

18 (ii) ALLOCATION.—3,500 AFY of
19 uncontracted Fourth Priority Water re-
20 served for Use in a Navajo-Hopi Indian
21 Water Rights settlement under paragraph
22 11.3 of the Arizona Water Settlement
23 Agreement among the United States, the
24 State, and CAWCD, as authorized by
25 paragraphs (1) and (2) of section 106(a)

1 of the Central Arizona Project Settlement
2 Act of 2004 (Public Law 108–451; 118
3 Stat. 3492), is allocated to the Navajo Na-
4 tion on the Enforceability Date.

5 (2) ALLOCATION TO HOPI TRIBE AND AMEND-
6 MENT TO CIBOLA CONTRACT.—

7 (A) HOPI TRIBE UPPER BASIN COLORADO
8 RIVER WATER.—

9 (i) STATE AGREEMENT.—Pursuant to
10 subparagraph 5.7.1 of the Settlement
11 Agreement, the State has expressly agreed
12 to the allocation described in clause (ii).

13 (ii) ALLOCATION.—2,300 AFY of Ari-
14 zona Upper Basin Colorado River Water is
15 allocated to the Hopi Tribe on the En-
16 forceability Date.

17 (B) HOPI TRIBE CIBOLA WATER.—Pursu-
18 ant to subparagraph 5.8.1 of the Settlement
19 Agreement, the State has recommended the
20 amendment of the existing Hopi Tribe Cibola
21 Contract to reduce the Fourth Priority Water
22 diversion entitlement of the Hopi Tribe to
23 4,178 AFY, and to provide for additional Uses
24 and places of Use of Hopi Tribe Cibola Water,
25 effective on the Enforceability Date.

1 (b) COLORADO RIVER WATER USE BY THE NAVAJO
2 NATION AND HOPI TRIBE.—

3 (1) COLORADO RIVER WATER USE BY THE NAV-
4 AJO NATION.—

5 (A) NAVAJO NATION UPPER BASIN COLO-
6 RADO RIVER WATER USE.—Subject to the limi-
7 tations of this Act, the Navajo Nation may di-
8 vert its Navajo Nation Upper Basin Colorado
9 River Water in the State, the State of New
10 Mexico, and the State of Utah for Use at any
11 location in the State.

12 (B) NAVAJO NATION CIBOLA WATER.—
13 Subject to the limitations of this Act, the Nav-
14 ajo Nation may divert its Navajo Nation Cibola
15 Water in the State in the Upper Basin at Lake
16 Powell or in the Lower Basin for Use at any lo-
17 cation within the Lower Basin.

18 (C) NAVAJO NATION FOURTH PRIORITY
19 WATER.—The Navajo Nation may divert its
20 Navajo Nation Fourth Priority Water in the
21 State in the Upper Basin at Lake Powell or in
22 the Lower Basin for Use at any location within
23 the Lower Basin.

24 (D) NO USE OUTSIDE OF THE STATE.—
25 With the exception of water storage by the Nav-

1 ajo Nation at the Navajo Reservoir and the
2 Frank Chee Willetto, Sr. Reservoir in the State
3 of New Mexico, the Navajo Nation may not use,
4 lease, exchange, forbear, or otherwise transfer
5 any of the water described in subparagraphs
6 (A), (B), and (C) for Use directly or indirectly
7 outside of the State.

8 (2) COLORADO RIVER WATER USE BY THE HOPI
9 TRIBE.—

10 (A) HOPI TRIBE UPPER BASIN COLORADO
11 RIVER WATER USE.—Subject to the limitations
12 of this Act, the Hopi Tribe may divert its Hopi
13 Tribe Upper Basin Colorado River Water in the
14 State for Use at any location in the State.

15 (B) HOPI TRIBE CIBOLA WATER USE.—
16 The Hopi Tribe may divert its Hopi Tribe
17 Cibola Water in the State in the Upper Basin
18 at Lake Powell or in the Lower Basin for Use
19 at any location within the Lower Basin.

20 (C) NO USE OUTSIDE OF THE STATE.—
21 The Hopi Tribe may not use, lease, exchange,
22 forbear, or otherwise transfer any of the water
23 described in subparagraphs (A) and (B) for Use
24 directly or indirectly outside of the State.

25 (3) CURTAILMENT.—

1 (A) NAVAJO NATION.—

2 (i) NAVAJO NATION CIBOLA WATER
3 AND NAVAJO NATION FOURTH PRIORITY
4 WATER.—Delivery of Navajo Nation Cibola
5 Water and Navajo Nation Fourth Priority
6 Water, regardless of the point of diversion,
7 shall be subject to reduction in any year in
8 which a shortage is declared to the same
9 extent as other non-CAP Fourth Priority
10 Water.

11 (ii) OTHER ARIZONA LOWER BASIN
12 COLORADO RIVER WATER ACQUIRED BY
13 THE NAVAJO NATION.—Any other Arizona
14 Lower Basin Colorado River Water that
15 the Navajo Nation may acquire shall be
16 subject to reduction in any year in which
17 a shortage is declared in accordance with
18 criteria applied by the Secretary to water
19 of the same priority.

20 (B) HOPI TRIBE.—

21 (i) FOURTH PRIORITY CIBOLA
22 WATER.—Delivery of Hopi Tribe Cibola
23 Water of fourth priority, regardless of the
24 point of diversion, shall be subject to re-
25 duction in any year in which a shortage is

declared to the same extent as other non-CAP Fourth Priority Water.

(ii) FIFTH PRIORITY.—Delivery of Hopi Tribe Cibola Water of fifth priority, regardless of the point of diversion, shall be subject to reduction in any year in which a shortage is declared to the same extent as other Fifth Priority Water.

(iii) OTHER ARIZONA LOWER BASIN COLORADO RIVER WATER ACQUIRED BY THE HOPI TRIBE.—Any other Arizona Lower Basin Colorado River Water that the Hopi Tribe may acquire shall be subject to reduction in any year in which a shortage is declared in accordance with criteria applied by the Secretary to water of the same priority.

(c) COLORADO RIVER WATER STORAGE.—

(1) STORAGE IN ARIZONA.—

(A) ARIZONA UPPER BASIN COLORADO RIVER WATER.—Navajo Nation Upper Basin Colorado River Water and Hopi Tribe Upper Basin Colorado River Water may be stored at underground storage facilities or Groundwater savings facilities located—

1 (i) within the Navajo Reservation in
2 accordance with Navajo law, or State law
3 if mutually agreed to by the Navajo Nation
4 and the State;

5 (ii) within the Hopi Reservation in ac-
6 cordance with Hopi law, or State law if
7 mutually agreed to by the Hopi Tribe and
8 the State;

9 (iii) on any other Indian reservation
10 located in the State in accordance with ap-
11 plicable law; and

12 (iv) within the State and outside of
13 any Indian reservation in accordance with
14 State law.

15 (B) ARIZONA LOWER BASIN COLORADO
16 RIVER WATER.—Navajo Nation Cibola Water,
17 Navajo Nation Fourth Priority Water, and
18 Hopi Tribe Cibola Water may be stored at un-
19 derground storage facilities or Groundwater
20 savings facilities located—

21 (i) within the Navajo Reservation in
22 accordance with Navajo law, or State law
23 if mutually agreed to by the Navajo Nation
24 and the State;

1 (ii) within the Hopi Reservation in ac-
2 cordance with Hopi law, or State law if
3 mutually agreed to by the Hopi Tribe and
4 the State;

5 (iii) on any other Indian reservation
6 located in the State that falls within the
7 Lower Basin in accordance with applicable
8 law; and

9 (iv) within any portion of the State
10 that falls within the Lower Basin and out-
11 side of any Indian reservation in accord-
12 ance with State law.

13 (2) STORAGE CREDITS.—

14 (A) IN GENERAL.—The Navajo Nation and
15 the Hopi Tribe may assign any long-term stor-
16 age credits accrued as a result of storage under
17 subparagraphs (A) and (B) of paragraph (1) in
18 accordance with applicable law.

19 (B) STORAGE PURSUANT TO TRIBAL
20 LAW.—Any water stored pursuant to Tribal law
21 may only be recovered on the Indian reservation
22 where the water was stored.

23 (3) STORAGE IN NEW MEXICO.—The Navajo
24 Nation may store in, divert, and convey its Navajo
25 Nation Upper Basin Colorado River Water from the

1 Navajo Reservoir and the Frank Chee Willetto, Sr.
2 Reservoir in New Mexico, subject to the require-
3 ments of subsection (g), including that the water
4 stored at the Navajo Reservoir or the Frank Chee
5 Willetto, Sr. Reservoir is subject to agreements with
6 and permits from the State of New Mexico and is
7 accounted for as provided in that subsection and sec-
8 tion 17(a)(3).

9 (4) STORAGE CONTRACT REQUIREMENTS.—

10 (A) IN GENERAL.—All contracts to store
11 Navajo Nation Upper Basin Colorado River
12 Water, Navajo Nation Cibola Water, Navajo
13 Nation Fourth Priority Water, Hopi Tribe
14 Upper Basin Colorado River Water or Hopi
15 Tribe Cibola Water shall identify—

16 (i) the place of storage of the water;

17 (ii) the mechanisms for delivery of the
18 water; and

19 (iii) each point of diversion under the
20 applicable contract.

21 (B) CONFLICTS.—A contract to store Nav-
22 ajo Nation Upper Basin Colorado River Water,
23 Navajo Nation Cibola Water, Navajo Nation
24 Fourth Priority Water, Hopi Tribe Upper
25 Basin Colorado River Water, or Hopi Tribe

1 Cibola Water shall not conflict with the Settle-
2 ment Agreement or this Act.

3 (C) SYSTEM CONSERVATION.—

4 (i) SYSTEM CONSERVATION IN LAKE
5 POWELL.—

6 (I) IN GENERAL.—Subject to
7 subclauses (IV) through (VII), the
8 Secretary is authorized and directed
9 to enter into NAIWRSA System Con-
10 servation Program agreements with
11 the Navajo Nation and the Hopi
12 Tribe to provide for the storage of
13 17,050 AFY of the System Conserva-
14 tion Eligible Water each year for a
15 period of 20 years to be retained in
16 Lake Powell until the end of the 20-
17 year period for the benefit of the Col-
18 orado River System.

19 (II) NAVAJO NATION AND HOPI
20 TRIBE AGREEMENTS.—

21 (aa) NAVAJO NATION.—Pur-
22 suant to subclause (I), the Nav-
23 ajo Nation shall enter into 20-
24 year NAIWRSA System Con-
25 servation Program agreement to

1 deliver 16,214.55 AFY of the
2 System Conservation Eligible
3 Water to the Secretary to be re-
4 tained in Lake Powell and ac-
5 counted for separately during the
6 20-year period for the benefit of
7 the Colorado River System.

8 (bb) HOPI TRIBE.—Pursu-
9 ant to subclause (I), the Hopi
10 Tribe shall enter into a 20-year
11 NAIWRSA System Conservation
12 Program agreement to deliver
13 835.45 AFY of the System Con-
14 servation Eligible Water to the
15 Secretary to be retained in Lake
16 Powell and accounted for sepa-
17 rately during the 20-year period
18 for the benefit of the Colorado
19 River System.

20 (III) NOTIFICATION.—Notwith-
21 standing subclause (II), during the
22 20-year period in which the Navajo
23 Nation and the Hopi Tribe are deliv-
24 ering water to the NAIWRSA System
25 Conservation Program, if the Hopi

1 Tribe intends to deliver more than
2 1,464.55 AFY of Hopi Tribe Upper
3 Basin Colorado River Water to the
4 Hopi Reservation in any calendar
5 year—

6 (aa) the Hopi Tribe shall
7 notify the Navajo Nation prior to
8 the start of that calendar year of
9 the amount of Hopi Tribe Upper
10 Basin Colorado River Water in
11 excess of 1,464.55 AFY that the
12 Hopi Tribe intends to deliver to
13 the Hopi Reservation during the
14 subsequent calendar year; and

15 (bb) the Navajo Nation shall
16 deliver sufficient additional Sys-
17 tem Conservation Eligible Water
18 to ensure that 17,050 AFY is de-
19 livered to the Secretary each cal-
20 endar year to be retained in Lake
21 Powell pursuant to the
22 NAIWRSA System Conservation
23 Program.

24 (IV) EVAPORATION LOSSES.—

25 The System Conservation Eligible

1 Water stored in Lake Powell shall be
2 subject to evaporation losses.

3 (V) RELEASE.—Notwithstanding
4 the intention to retain the System
5 Conservation Eligible Water stored in
6 Lake Powell for 20 years, as described
7 in subclauses (I) and (II), the System
8 Conservation Eligible Water may be
9 released—

10 (aa) pursuant to an agree-
11 ment signed by the Governors’
12 representatives of the Colorado
13 River Basin States and the Bu-
14 reau; or

15 (bb) by the Bureau con-
16 sistent with operating criteria or
17 guidelines.

18 (VI) NO CONSIDERATION IN AN-
19 NUAL RELEASE.—The System Con-
20 servation Eligible Water stored at
21 Lake Powell shall not be considered
22 when determining the annual release
23 of Lake Powell under the operational
24 criteria or guidelines in place for any
25 year in the 20-year period in which

1 the Navajo Nation and the Hopi
2 Tribe are delivering water to the
3 NAIWRSA System Conservation Pro-
4 gram and any subsequent year.

5 (VII) ACCOUNTING AS UPPER
6 BASIN.—Any System Conservation El-
7 igible Water released from storage
8 shall be accounted for as Upper Basin
9 releases under article III of the Colo-
10 rado River Compact.

11 (ii) PARTICIPATION IN SYSTEM CON-
12 SERVATION PROGRAMS.—In addition to the
13 NAIWRSA System Conservation Program
14 to store System Conservation Eligible
15 Water in Lake Powell for 20 years as de-
16 scribed in subclauses (I) and (II) of clause
17 (i), the Navajo Nation and the Hopi Tribe
18 are authorized to participate in System
19 Conservation programs in the Upper Basin
20 for Navajo Nation Upper Basin Colorado
21 River Water and Hopi Tribe Upper Basin
22 Colorado River Water and in the Lower
23 Basin for Navajo Nation Cibola Water and
24 Navajo Nation Fourth Priority Water and
25 Hopi Tribe Cibola Water to the extent that

1 the water meets the applicable require-
2 ments of those System Conservation pro-
3 grams.

4 (d) TRANSPORTATION OF WATER THROUGH THE
5 CAP SYSTEM.—Subject to the accounting provisions of
6 section 17, the Navajo Nation or the Hopi Tribe may
7 transport Navajo Nation Upper Basin Colorado River
8 Water, Navajo Nation Cibola Water, Navajo Nation
9 Fourth Priority Water, Hopi Tribe Upper Basin Colorado
10 River Water, and Hopi Tribe Cibola Water through the
11 CAP system for storage or Use in accordance with all laws
12 of the United States and the agreements between the
13 United States and CAWCD governing the Use of the CAP
14 system to transport water other than CAP Water, includ-
15 ing payment of applicable charges.

16 (e) WATER DELIVERY CONTRACTS.—The Secretary
17 shall enter into the following water delivery contracts,
18 which shall be without limit as to term:

19 (1) NAVAJO NATION WATER DELIVERY CON-
20 TRACTS FOR NAVAJO NATION UPPER BASIN COLO-
21 RADO RIVER WATER.—

22 (A) IN GENERAL.—The Secretary shall
23 enter into a water delivery contract with the
24 Navajo Nation for Navajo Nation Upper Basin
25 Colorado River Water in accordance with the

1 Settlement Agreement, which shall provide for,
2 among other things—

3 (i) the delivery of up to 44,700 AFY
4 of Navajo Nation Upper Basin Colorado
5 River Water;

6 (ii) 1 or more points of diversion in
7 the State, New Mexico, and Utah;

8 (iii) 1 or more storage locations at
9 any place within the State and in the Nav-
10 ajo Reservoir and the Frank Chee Willetto,
11 Sr. Reservoir in New Mexico;

12 (iv) subject to the limitations of this
13 Act, Use at any location within the State;
14 and

15 (v) delivery of Navajo Nation Upper
16 Basin Colorado River Water to the Navajo
17 Nation's lessees and exchange partners in
18 the Upper Basin and the Lower Basin
19 within the State.

20 (B) EXISTING WATER SERVICE CON-
21 TRACT.—

22 (i) IN GENERAL.—Water Service Con-
23 tract No. 09–WC–40–318 between the
24 United States and the Navajo Nation
25 dated December 23, 2009, for the delivery

of up to 950 AFY of water from Lake Powell to the Navajo Nation for municipal and industrial Use within the Community of LeChee shall be replaced with a Navajo Nation Water Delivery Contract for the delivery of Navajo Nation Upper Basin Colorado River Water that complies with subparagraph (A).

(ii) TERMINATION.—As provided in the Settlement Agreement, on the Enforceability Date, the water service contract described in clause (i) shall terminate.

(2) NAVAJO NATION WATER DELIVERY CONTRACT FOR NAVAJO NATION CIBOLA WATER.—The Secretary shall enter into a water delivery contract with the Navajo Nation for the Navajo Nation Cibola Water in accordance with the Settlement Agreement, which shall provide for, among other things—

(A)(i) the diversion of up to 100 AFY at the location and for the same Uses described in the Hopi Tribe Existing Cibola Contract; or

(ii) delivery and consumptive use of up to 71.5 AFY at locations and for Uses within the State within the Lower Basin other than as de-

1 scribed in the Hopi Tribe Existing Cibola Con-
2 tract;

3 (B) 1 or more points of diversion in the
4 State within the Lower Basin or at Lake Pow-
5 ell;

6 (C) storage in any location within the
7 State within the Lower Basin Reservoir in New
8 Mexico;

9 (D) Use at any location within the State
10 within the Lower Basin;

11 (E) delivery of Navajo Nation Cibola
12 Water to the Navajo Nation's lessees and ex-
13 change partners in the State within the Lower
14 Basin; and

15 (F) curtailment as provided in subsection
16 (b)(3)(A).

17 (3) NAVAJO NATION WATER DELIVERY CON-
18 TRACT FOR NAVAJO NATION FOURTH PRIORITY
19 WATER.—The Secretary shall enter into a water de-
20 livery contract with the Navajo Nation for Navajo
21 Nation Fourth Priority Water in accordance with
22 the Settlement Agreement, which shall provide for,
23 among other things—

24 (A) delivery of up to 3,500 AFY of Navajo
25 Nation Fourth Priority Water;

1 (B) 1 or more points of diversion in the
2 State within the Lower Basin or at Lake Pow-
3 ell;

4 (C) storage in any location within the
5 State within the Lower Basin;

6 (D) Use at any location within the State
7 within the Lower Basin;

8 (E) delivery of Navajo Nation Fourth Pri-
9 ority Water to the Navajo Nation's lessees and
10 exchange partners in the State within the
11 Lower Basin; and

12 (F) curtailment as provided in subsection
13 (b)(3)(A).

14 (4) HOPI TRIBE DELIVERY CONTRACTS FOR
15 HOPI TRIBE UPPER BASIN COLORADO RIVER
16 WATER.—The Secretary shall enter into a water de-
17 livery contract with the Hopi Tribe for Hopi Tribe
18 Upper Basin Colorado River Water in accordance
19 with the Settlement Agreement, which shall provide
20 for, among other things—

21 (A) the delivery of up to 2,300 AFY of
22 Hopi Tribe Upper Basin Colorado River Water;

23 (B) 1 or more points of diversion in the
24 State, including Lake Powell;

1 (C) 1 or more storage locations at any
2 place within the State;

3 (D) subject to the limitations of this Act,
4 Use at any location within the State; and

5 (E) delivery of Hopi Tribe Upper Basin
6 Colorado River Water to the Hopi Tribe's les-
7 sees and exchange partners in the Upper Basin
8 and the Lower Basin within the State.

9 (5) HOPI TRIBE WATER DELIVERY CONTRACT
10 FOR HOPI TRIBE CIBOLA WATER.—The Secretary
11 shall enter into a water delivery contact with the
12 Hopi Tribe for Hopi Tribe Cibola Water in accord-
13 ance with the Settlement Agreement, which shall
14 provide for, among other things—

15 (A) the delivery of up to 4,178 AFY of
16 Fourth Priority Water, 750 AFY of Fifth Pri-
17 ority Water, and 1,000 AFY of Sixth Priority
18 Water;

19 (B) 1 or more points of diversion in the
20 State within the Lower Basin or at Lake Pow-
21 ell;

22 (C) storage in any location within the
23 State within the Lower Basin;

1 (D) Use at any location within the State
2 within the Lower Basin, consistent with sub-
3 paragraph 5.8.3 of the Settlement Agreement;

4 (E) delivery of Hopi Tribe Cibola Water to
5 the Hopi Tribe's lessees and exchange partners
6 in the State within the Lower Basin; and

7 (F) curtailment as provided in subsection
8 (b)(3)(B).

9 (f) REQUIREMENTS AND LIMITATIONS APPLICABLE
10 TO WATER DELIVERY CONTRACTS.—The Navajo Nation
11 Water Delivery Contracts and Hopi Tribe Water Delivery
12 Contracts shall be subject to the following requirements
13 and limitations:

14 (1) Except for storage by the Navajo Nation at
15 the Navajo Reservoir and the Frank Chee Willetto,
16 Sr. Reservoir in New Mexico, and in accordance with
17 subsection (g), a water delivery contract shall not
18 permit the Use of the water outside of the State.

19 (2) A water delivery contract shall not, either
20 temporarily or permanently, alter or reduce the an-
21 nual Lower Basin apportionment of the State pursu-
22 ant to the Boulder Canyon Project Act (43 U.S.C.
23 617 et seq.) and the Decree, or annual Upper Basin
24 apportionment pursuant to the Upper Colorado
25 River Basin Compact of 1948.

1 (3) Nothing in a water delivery contract shall
2 alter or impair the rights, authorities, and interests
3 of California, Nevada, or the State under the Boul-
4 der Canyon Project Act (43 U.S.C. 617 et seq.), the
5 contract between the United States and the State
6 dated February 9, 1944, the Upper Colorado River
7 Basin Compact of 1948 or the Decree.

8 (4) A water delivery contract shall not limit the
9 ability of California, Nevada, or the State to seek or
10 advocate changes in the operating rules, criteria, or
11 guidelines of the Colorado River System as those
12 rules, criteria, or guidelines apply to the apportion-
13 ments of the State from the Upper Basin and the
14 Lower Basin of the Colorado River.

15 (5) In the event that a water delivery contract
16 will result in the delivery of Arizona Upper Basin
17 Colorado River Water to the Lower Basin, the Sec-
18 retary shall confer with the State and with the Gov-
19 ernors' representatives of the Colorado River Basin
20 States prior to executing that water delivery contract
21 with respect to—

22 (A) the impact of the water deliveries on
23 the availability of Upper Basin Colorado River
24 Water or Arizona Lower Basin Colorado River
25 Water within the State;

1 (B) the annual accounting conducted by
2 the Bureau for the Colorado River apportion-
3 ments of the State in the Upper Basin and
4 Lower Basin;

5 (C) how diversions of Arizona Upper Basin
6 Colorado River Water in the Lower Basin will
7 be administered consistently with the Decree;
8 and

9 (D) as appropriate, the impact of the
10 water deliveries on the operations of the Central
11 Arizona Project.

12 (6) A water delivery contract shall identify—

13 (A) the place of Use of the water;

14 (B) the purpose of the Use of the water
15 during the term of the contract;

16 (C) the mechanism for delivery of the
17 water; and

18 (D) each point of diversion under the con-
19 tract.

20 (7) A water delivery contract shall not prejudice
21 the interests of California, Nevada, or the State, or
22 serve as precedent against California, Nevada, or the
23 State, in any litigation relating to the apportion-
24 ment, diversion, storage, or Use of water from the
25 Colorado River System.

1 (8) In the case of a conflict between a water de-
2 livery contract and this Act or the Settlement Agree-
3 ment, this Act or the Settlement Agreement shall
4 control.

5 (9) Any material amendment or modification of
6 a water delivery contract shall comply with, and be
7 subject to, all requirements and limitations for the
8 water delivery contract, as described in the Settle-
9 ment Agreement and this Act.

10 (10) A water delivery contract shall become ef-
11 fective on the Enforceability Date and, once effec-
12 tive, shall be permanent and without limit as to
13 term.

14 (11) The United States shall waive Colorado
15 River Storage Project standby charges and delivery
16 charges and annual administration fees for water de-
17 livered pursuant to a water delivery contract.

18 (g) CONDITIONS FOR STORAGE, DIVERSION, AND
19 CONVEYANCE IN NEW MEXICO.—

20 (1) REQUIREMENTS FOR WATER DIVERTED IN
21 NEW MEXICO FOR USE BY THE NAVAJO NATION IN
22 ARIZONA.—

23 (A) IN GENERAL.—Notwithstanding any
24 other provision of this Act, water shall not be
25 stored in, diverted in, or conveyed from New

1 Mexico for Use by the Navajo Nation in the
2 State except in compliance with this subsection
3 or subparagraph 7(g) of the Partial Final De-
4 cree (as defined in section 10302 of the North-
5 western New Mexico Rural Water Projects Act
6 (43 U.S.C. 407 note; Public Law 111–11)).

7 (B) WATER PROVIDED UNDER PUBLIC LAW
8 111–11.—6,411 AFY of Navajo Nation Upper
9 Basin Colorado River Water may be stored in,
10 diverted in, and conveyed from New Mexico for
11 Use in the State—

12 (i) consistent with the terms and re-
13 quirements of the Northwestern New Mex-
14 ico Rural Water Projects Act (Public Law
15 111–11; 123 Stat. 1367) and the Partial
16 Final Decree (as defined in section 10302
17 of that Act (43 U.S.C. 407 note; Public
18 Law 111–11)); and

19 (ii) in accordance with an appropriate
20 permit issued under New Mexico law with
21 a place of use consistent with subpara-
22 graph (D).

23 (C) ADDITIONAL WATER UNDER THIS
24 ACT.—In addition to the 6,411 AFY pursuant
25 to subparagraph (B), 12,000 AFY of Navajo

1 Nation Upper Basin Colorado River Water may
2 be stored in, diverted in, and conveyed from the
3 San Juan River in New Mexico for Use in the
4 State, subject to the following conditions:

5 (i) An agreement is executed between
6 the Navajo Nation and the State of New
7 Mexico, acting through its Interstate
8 Stream Commission, enabling the storage
9 in, diversion in, and conveyance from New
10 Mexico of not to exceed 12,000 AFY of
11 Navajo Nation Upper Basin Colorado
12 River Water for Use by the Navajo Nation
13 in the State when the Upper Basin Colo-
14 rado River Water is available for diversion
15 in compliance with the Endangered Species
16 Act of 1973 (16 U.S.C. 1531 et seq.) and
17 without resulting in forbearance of Use in
18 New Mexico or a shortage to any water
19 uses as provided in the Navajo Reservoir
20 Operations guidelines pursuant to the
21 2006 environmental impact statement pre-
22 pared by the Bureau, or any updated
23 guidelines or requirements for Navajo Res-
24 ervoir Operations as may become effective
25 in the future.

1 (ii) If the Navajo Nation and the
2 State of New Mexico, acting through its
3 Interstate Stream Commission, are able to
4 agree on terms, an agreement is executed
5 covering periods of time when the Navajo
6 Nation is not able to divert all or a portion
7 of the 12,000 AFY of Navajo Nation
8 Upper Basin Colorado River Water under
9 clause (i), subject to the requirements
10 that—

11 (I) the agreement provides for
12 limited forbearance of Navajo Nation
13 water in New Mexico or other mutu-
14 ally acceptable mechanisms for mak-
15 ing all or a portion of the 12,000
16 AFY of Navajo Nation Upper Basin
17 Colorado River Water available to the
18 Navajo Nation in the State; and

19 (II) the United States and the
20 Governors' representatives of the Col-
21 orado River Basin States have agreed
22 on an appropriate measure or ac-
23 counting method for such forbearance
24 or mechanisms to ensure that the
25 ability of New Mexico to utilize its ap-

1 portionment under the Upper Colo-
2 rado River Basin Compact of 1948 is
3 preserved.

4 (D) PERMITS AS A CONDITION FOR DELIV-
5 ERY.—No water under subparagraph (B) or (C)
6 may be delivered unless the New Mexico State
7 Engineer has issued an appropriate permit for
8 any diversion from the San Juan River system
9 or underground basin in New Mexico and stor-
10 age and release of water from the Navajo Res-
11 ervoir or the Frank Chee Willetto, Sr. Reservoir
12 to supply Use on Navajo Land within the State
13 and for municipal Use adjoining the Navajo
14 Reservation from water distribution facilities
15 that are physically connected or planned for
16 connection, as of the date of enactment of this
17 Act, to water distribution facilities on the Nav-
18 ajo Reservation in the State.

19 (E) WATER DELIVERY CONTRACTS.—No
20 water under subparagraph (B) or (C) may be
21 delivered until the Navajo Nation and the Sec-
22 retary have entered into the appropriate water
23 delivery contract described in subsection (e) for
24 the amount of water to be delivered, which shall
25 be consistent with the agreements described in

subparagraph (C) and permits described in subparagraph (D).

(F) PROHIBITION ON LEASING AND EXCHANGES.—No water diverted in or conveyed from New Mexico under this subsection shall be leased or exchanged in the State.

(2) ACCOUNTING OF WATER DIVERTED IN NEW MEXICO FOR USE IN ARIZONA.—

(A) IN GENERAL.—Depletion of water that results from the diversion of water from the San Juan River system or underground basin in New Mexico for Use within the State (including depletion incidental to the storage in, diversion in, or conveyance from New Mexico for Use in the State) shall be—

(i) accounted as consumptive Use of Navajo Nation Upper Basin Colorado River Water; and

(ii) charged against Arizona Upper Basin Colorado River Water.

(B) EXCEPTION UNDER LATER AGREEMENT.—If an agreement is reached pursuant to paragraph (1)(C)(ii) providing for forbearance or other mechanism to make water available, the measure or accounting mechanism provided

1 for in accordance with subclause (II) of that
2 paragraph shall apply.

3 (3) REQUIREMENTS AND ACCOUNTING FOR
4 WATER SUBJECT TO THE NAVAJO-UTAH WATER
5 RIGHTS SETTLEMENT DIVERTED IN NEW MEXICO
6 FOR USE IN UTAH.—

7 (A) IN GENERAL.—Any storage in, diver-
8 sion in, and conveyance of water from New
9 Mexico for use in Utah authorized under the
10 Northwestern New Mexico Rural Water
11 Projects Act (Public Law 111–11; 123 Stat.
12 1367) shall be—

13 (i) subject to the same requirements
14 for accounting as provided in paragraph
15 (2), but applicable to Utah; and

16 (ii) charged against the Upper Basin
17 apportionment of the State of Utah under
18 the Colorado River Compact and the
19 Upper Colorado River Basin Compact of
20 1948.

21 (B) OTHER REQUIREMENTS.—In addition
22 to the requirements under subparagraph (A),
23 the storage, diversion, and conveyance of up to
24 2,000 AFY shall require—

1 (i) an appropriate permit from the
2 New Mexico State Engineer;

3 (ii) coordination with the Utah State
4 Engineer as required by the Utah-Navajo
5 Water Rights Settlement and the North-
6 western New Mexico Rural Water Projects
7 Act (Public Law 111–11; 123 Stat. 1367);

8 (iii) an agreement between the Navajo
9 Nation and the State of New Mexico, act-
10 ing through its Interstate Stream Commis-
11 sion; and

12 (iv) an agreement between the State
13 of New Mexico, acting through its Inter-
14 state Stream Commission, and the State of
15 Utah, to ensure that the apportionments of
16 the States of New Mexico and Utah and
17 rights under the Upper Colorado River
18 Basin Compact of 1948 are preserved.

19 (4) NAVAJO NATION UPPER BASIN COLORADO
20 RIVER WATER DIVERTED IN NEW MEXICO.—The
21 Navajo Nation may not use, lease, contract, ex-
22 change, forbear, or otherwise transfer any water
23 from the San Juan River system within the State of
24 New Mexico for Use directly or indirectly outside of
25 New Mexico except—

1 (A) by agreement of the State of New
2 Mexico, acting through its Interstate Stream
3 Commission, based, in whole or in part, on its
4 determination that the rights and entitlements
5 of the State of New Mexico under the Colorado
6 River Compact and the Upper Colorado River
7 Basin Compact of 1948 are not adversely af-
8 fected and water uses within New Mexico are
9 adequately protected;

10 (B) by issuance of appropriate permits by
11 the New Mexico State Engineer; and

12 (C) to allow the Navajo Nation to forbear
13 pursuant to section 10603(d) of the North-
14 western New Mexico Rural Water Projects Act
15 (Public Law 111–11; 123 Stat. 1386)—

16 (i) to enable delivery to the State of
17 the 6,411 AFY described in paragraph
18 (1)(B); and

19 (ii) to enable delivery to Utah of up to
20 2,000 AFY described in paragraph (3).

21 (5) PROTECTION OF USES IN NEW MEXICO.—As
22 determined by the State of New Mexico, acting
23 through its Interstate Stream Commission and its
24 State Engineer, pursuant to this subsection, storage,

1 diversion, or conveyance of water in New Mexico for
2 Use in the State or Utah shall not adversely affect—

3 (A) Water Rights or Uses in New Mexico;

4 or

5 (B) delivery of water under contracts en-
6 tered into under—

7 (i) the Act of June 13, 1962 (Public
8 Law 87–483; 76 Stat. 96); and

9 (ii) New Mexico State Engineer File
10 Nos. 2847, 2848, 2849, 2883, and 2917.

11 (h) CONDITIONS FOR DIVERSION OF NAVAJO NATION
12 UPPER BASIN COLORADO RIVER WATER IN UTAH.—

13 (1) REQUIREMENTS FOR WATER DIVERTED IN
14 UTAH FOR USE IN ARIZONA.—

15 (A) IN GENERAL.—Notwithstanding any
16 other provision of this Act, water shall not be
17 stored in, diverted in, and conveyed from Utah
18 for Use by the Navajo Nation in the State ex-
19 cept in compliance with this subsection.

20 (B) WATER PROVIDED UNDER CONTRACT
21 WITH THE UNITED STATES.—If the Navajo Na-
22 tion requests to divert a portion of its Navajo
23 Nation Upper Basin Colorado River Water in
24 Utah for Use in the State pursuant to a water
25 delivery contract with the United States, the

1 Secretary shall confer with Utah prior to exe-
2 cuting that water delivery contract to ensure
3 compliance with the rights and entitlements of
4 Utah under the Upper Colorado River Basin
5 Compact of 1948 and Utah State law.

6 (C) WATER DIVERTED ON THE NAVAJO
7 RESERVATION.—Water may be diverted on the
8 Navajo Reservation in Utah for delivery to the
9 Navajo Reservation in the State once the Nav-
10 ajo Nation has obtained approval by the Utah
11 State Engineer through a diversion permit that
12 requires compliance with applicable Utah State
13 law, including the requirement to appropriately
14 measure diversions of water from the San Juan
15 River system or underground basins in Utah to
16 ensure that diversion of Navajo Nation Upper
17 Basin Colorado River Water in Utah for use in
18 the State shall not adversely affect Water
19 Rights, Uses, or delivery of water in Utah.

20 (D) WATER DIVERTED IN UTAH OFF THE
21 NAVAJO RESERVATION.—Navajo Nation Upper
22 Basin Colorado River Water may be diverted
23 from a source off the Navajo Reservation only
24 in accordance with Utah State law.

1 (E) PROHIBITION ON LEASING AND EX-
 2 CHANGES.—No water diverted in or conveyed
 3 from Utah from the San Juan River under this
 4 paragraph shall be leased or exchanged in Ari-
 5 zona.

6 (2) ACCOUNTING OF USES IN ARIZONA.—Deple-
 7 tion of water that results from the diversion of Nav-
 8 ajo Nation Upper Basin Colorado River Water in
 9 Utah for Uses in the State (including depletion inci-
 10 dental to storage, diversion, or conveyance of water)
 11 shall be—

12 (A) accounted as consumptive Use of Nav-
 13 ajo Nation Upper Basin Colorado River Water;
 14 and

15 (B) charged against Arizona Upper Basin
 16 Colorado River Water.

17 (i) WATER USES IN UTAH BY THE NAVAJO NATION
 18 AND THE SAN JUAN SOUTHERN PAIUTE TRIBE.—

19 (1) WATER APPORTIONED TO UTAH.—The Nav-
 20 ajo Nation or the San Juan Southern Paiute Tribe
 21 may not use, lease, contract, exchange, forbear, or
 22 otherwise transfer any water apportioned to the
 23 State of Utah by the Colorado River Compact or the
 24 Upper Colorado River Basin Compact of 1948 for
 25 Use directly or indirectly outside of the State of

1 Utah, except as provided for in the Navajo-Utah
2 Water Rights Settlement and subject to subsection
3 (g)(3).

4 (2) CONTINUED APPLICABILITY OF THE NAV-
5 AJO-UTAH WATER RIGHTS SETTLEMENT.—Except as
6 provided in subsection (g)(3), nothing in this Act
7 modifies or is exempt from the terms of the Navajo-
8 Utah Water Rights Settlement.

9 (3) APPLICABILITY OF THE TREATY.—Pursuant
10 to section XV of the Treaty, Water Rights for the
11 San Juan Southern Paiute Tribe in the San Juan
12 Southern Paiute Northern Area shall be quit
13 claimed to the San Juan Southern Paiute Tribe by
14 the Navajo Nation on publication in the Federal
15 Register under section 19(g)(1)(A).

16 (j) USE OF THE COLORADO RIVER MAINSTREAM AND
17 SAN JUAN RIVER.—

18 (1) IN GENERAL.—The Secretary may use—

19 (A) the Colorado River mainstream and
20 dams and works on the mainstream controlled
21 or operated by the United States, which regu-
22 late the flow of water in the mainstream or the
23 diversion of water from the mainstream in the
24 Upper Basin or the Lower Basin to transport
25 and deliver Navajo Nation Upper Basin Colo-

1 rado River Water, Hopi Tribe Upper Basin Col-
 2 orado River Water, Navajo Nation Cibola
 3 Water, Navajo Nation Fourth Priority Water,
 4 and Hopi Tribe Cibola Water; and

5 (B) the San Juan River and the dams and
 6 works described in subparagraphs 4.7.5, 4.8.4,
 7 and 4.9.4 of the Settlement Agreement to
 8 transport, store, and deliver Navajo Nation
 9 Upper Basin Colorado River Water.

10 (2) NAVAJO NATION UPPER BASIN COLORADO
 11 RIVER WATER; HOPI TRIBE UPPER BASIN COLORADO
 12 RIVER WATER.—Navajo Nation Upper Basin Colo-
 13 rado River Water or Hopi Tribe Upper Basin Colo-
 14 rado River Water that enters the Lower Basin at
 15 Lee Ferry shall—

16 (A) retain its character as Navajo Nation
 17 Upper Basin Colorado River Water or Hopi
 18 Tribe Upper Basin Colorado River Water; and

19 (B) be accounted for separately by the Sec-
 20 retary in a manner such that the Navajo Na-
 21 tion Upper Basin Colorado River Water or the
 22 Hopi Tribe Upper Basin Colorado River Water
 23 is not subject to paragraphs II(A) and II(B) of
 24 the Decree.

1 (3) SAN JUAN RIVER.—Navajo Nation Upper
2 Basin Colorado River Water that enters the San
3 Juan River and the dams and works described in
4 subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the Settle-
5 ment Agreement shall retain its character as Navajo
6 Nation Upper Basin Colorado River Water, but if
7 Navajo Nation Upper Basin Colorado River Water
8 spills from dams on the San Juan River described
9 in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the Set-
10 tlement Agreement, that water shall become part of
11 the San Juan River system.

12 (k) ACQUISITIONS OF ENERGY.—Power needed to de-
13 liver water to the Navajo Nation, the Hopi Tribe, or the
14 San Juan Southern Paiute Tribe for projects constructed
15 by the Tribes pursuant to the Settlement Agreement and
16 this Act shall be acquired by the Tribes.

17 (l) REPORTING BY NAVAJO NATION AND HOPI
18 TRIBE.—

19 (1) NAVAJO NATION.—

20 (A) IN GENERAL.—Beginning on March 1
21 of the first year following the year in which the
22 Enforceability Date occurs, and on March 1 of
23 each year thereafter, the Navajo Nation shall
24 submit to the Arizona Department of Water
25 Resources a report describing—

1 (i) the annual diversion amount,
2 points of diversion, and places of Use of
3 Navajo Nation Upper Basin Colorado
4 River Water;

5 (ii) the annual diversion amount,
6 points of diversion, and places of Use of
7 Navajo Nation Cibola Water;

8 (iii) the annual diversion amount,
9 point of diversion, and places of Use of
10 Navajo Nation Fourth Priority Water;

11 (iv) the location and annual amount
12 of any Off-Reservation storage of Navajo
13 Nation Upper Basin Colorado River
14 Water, Navajo Nation Cibola Water, and
15 Navajo Nation Fourth Priority Water;

16 (v) the amount of any Off-Reservation
17 exchange involving Navajo Nation Upper
18 Basin Colorado River Water, Navajo Na-
19 tion Cibola Water, and Navajo Nation
20 Fourth Priority Water; and

21 (vi) the location and annual amount
22 of Navajo Nation Upper Basin Colorado
23 River Water, Navajo Nation Cibola Water,
24 and Navajo Nation Fourth Priority Water
25 leased Off-Reservation.

1 (B) MEASUREMENT OF DIVERTED
2 WATER.—

3 (i) IN GENERAL.—In order to accu-
4 rately measure the flow of water diverted
5 in the Upper Basin for Use by the Navajo
6 Nation in the State, the Navajo Nation
7 shall install suitable measuring devices at
8 or near each point of diversion of Navajo
9 Nation Upper Basin Colorado River
10 Water, Navajo Nation Cibola Water, and
11 Navajo Nation Fourth Priority Water from
12 the Colorado River's mainstem in the
13 Upper Basin and the San Juan River in
14 the Upper Basin.

15 (ii) NOTIFICATION.—The Navajo Na-
16 tion shall notify the Arizona Department
17 of Water Resources, in writing, of any an-
18 nual reporting conflicts between the Bu-
19 reau, the Navajo Nation, or the Upper Col-
20 orado River Commission prior to the com-
21 pletion by the Bureau of the annual “Colo-
22 rado River Accounting and Water Use Re-
23 port for the Lower Basin”.

24 (2) HOPI TRIBE.—

1 (A) IN GENERAL.—Beginning on March 1
2 of the first year following the year in which the
3 Enforceability Date occurs, and on March 1 of
4 each year thereafter, the Hopi Tribe shall sub-
5 mit to the Arizona Department of Water Re-
6 sources a report describing—

7 (i) the annual diversion amount,
8 points of diversion, and places of Use of
9 Hopi Tribe Upper Basin Colorado River
10 Water;

11 (ii) the annual diversion amount,
12 points of diversion, and places of Use of
13 Hopi Tribe Cibola Water;

14 (iii) the location and annual amount
15 of any Off-Reservation storage of Hopi
16 Tribe Upper Basin Colorado River Water
17 and Hopi Tribe Cibola Water;

18 (iv) the amount of any Off-Reserva-
19 tion exchange involving Hopi Tribe Upper
20 Basin Colorado River Water or Hopi Tribe
21 Cibola Water; and

22 (v) the location and annual amount of
23 Hopi Tribe Upper Basin Colorado River
24 Water and Hopi Tribe Cibola Water leased
25 Off-Reservation.

1 (B) MEASUREMENT OF DIVERTED
2 WATER.—

3 (i) IN GENERAL.—In order to accu-
4 rately measure the flow of water diverted
5 in the Upper Basin for Use by the Hopi
6 Tribe in the State, the Hopi Tribe shall in-
7 stall suitable measuring devices at or near
8 each point of diversion of Hopi Tribe
9 Upper Basin Colorado River Water and
10 Hopi Tribe Cibola Water from the Colo-
11 rado River’s mainstem in the Upper Basin.

12 (ii) NOTIFICATION.—The Hopi Tribe
13 shall notify the Arizona Department of
14 Water Resources, in writing, of any annual
15 reporting conflicts between the Bureau, the
16 Hopi Tribe, or the Upper Colorado River
17 Commission prior to the completion by the
18 Bureau of the annual “Colorado River Ac-
19 counting and Water Use Report for the
20 Lower Basin”.

21 (m) UPPER BASIN PROTECTIONS; CONSULTA-
22 TIONS.—In any formal consultation carried out pursuant
23 to section 7(a) of the Endangered Species Act of 1973
24 (16 U.S.C. 1536(a)) on or after the date of enactment
25 of this Act with respect to water development in the San

1 Juan River Basin, the provisions of section 5 of the docu-
2 ment entitled “Principles for Conducting Endangered
3 Species Act Formal Section 7 Consultations on Water De-
4 velopment and Water Management Projects Affecting En-
5 dangered Fish Species in the San Juan River Basin”, in-
6 cluding revisions to that document approved by the Co-
7 ordination Committee, San Juan River Basin Recovery
8 Implementation Program, and dated August 2022 shall
9 apply.

10 **SEC. 7. COLORADO RIVER WATER LEASES AND EX-**
11 **CHANGES; USES.**

12 (a) IN GENERAL.—Subject to approval by the Sec-
13 retary—

14 (1) except as prohibited in subsections
15 (g)(1)(F) and (h)(1)(E) of section 6, the Navajo Na-
16 tion may enter into leases, or options to lease, or ex-
17 changes, or options to exchange, Navajo Nation
18 Upper Basin Colorado River Water, Navajo Nation
19 Cibola Water, and Navajo Nation Fourth Priority
20 Water, for Use and storage in the State, in accord-
21 ance with the Settlement Agreement and all applica-
22 ble Federal and State laws governing the transfer of
23 Colorado River Water entitlements within the State;
24 and

1 (2) the Hopi Tribe may enter into leases, or op-
2 tions to lease, or exchanges, or options to exchange,
3 Hopi Tribe Upper Basin Colorado River Water and
4 Hopi Tribe Cibola Water for Use and storage in the
5 State, in accordance with the Settlement Agreement
6 and all applicable Federal and State laws governing
7 the transfer of Colorado River Water entitlements
8 within the State.

9 (b) TERMS OF LEASES AND EXCHANGES.—

10 (1) ON-RESERVATION LEASING.—

11 (A) IN GENERAL.—The Navajo Nation
12 may lease the Navajo Nation Upper Basin Col-
13 orado River Water, the Navajo Nation Cibola
14 Water, and the Navajo Nation Fourth Priority
15 Water for Use or storage on the Navajo Res-
16 ervation and the Hopi Tribe may lease Hopi
17 Tribe Upper Basin Colorado River Water and
18 Hopi Tribe Cibola Water for Use or storage on
19 the Hopi Reservation.

20 (B) REQUIREMENTS.—A lease or option to
21 lease under subparagraph (A) shall be subject
22 to—

23 (i) the leasing regulations of the Nav-
24 ajo Nation or Hopi Tribe, as applicable;
25 and

(ii) subsections (a) and (e) of the first section of the Act of August 9, 1955 (69 Stat. 539, chapter 615; 25 U.S.C. 415) (commonly known as the “Long-Term Leasing Act”).

(2) EXCHANGES AND OFF-RESERVATION LEAS-

ING.—

(A) NAVAJO NATION LEASING.—

(i) IN GENERAL.—Subject to approval by the Secretary for an Off-Reservation lease, the Navajo Nation may lease—

(I) Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water for Use or storage off of the Navajo Reservation anywhere within the Lower Basin within the State; and

(II) except as provided in subsections (g)(1)(F) and (h)(1)(E) of section 6 and the NAIWRSA System Conservation Program agreements described in subsection (c)(4)(C)(i)(II) of that section, Navajo Nation Upper Basin Colorado River Water anywhere in the State in accordance with the Settlement Agreement and all applica-

1 ble Federal and State laws governing
2 the transfer of Navajo Nation Upper
3 Basin Colorado River Water within
4 the State.

5 (ii) LIMITATION.—No action by the
6 Navajo Nation under clause (i)(II) relating
7 to NAIWRSA System Conservation Pro-
8 grams or leasing shall modify the obliga-
9 tions of the Navajo Nation to deliver up to
10 350 AFY to the San Juan Southern Pai-
11 ute Tribe pursuant to paragraph 6.3.1 of
12 the Settlement Agreement.

13 (B) HOPI TRIBE LEASING.—Subject to ap-
14 proval by the Secretary for an Off-Reservation
15 lease, the Hopi Tribe may lease—

16 (i) Hopi Tribe Cibola Water for Use
17 or storage off of the Hopi Reservation any-
18 where within the Lower Basin within the
19 State; and

20 (ii) except as provided in the
21 NAIWRSA System Conservation Program
22 agreement described in section
23 6(c)(4)(C)(i)(II), Hopi Tribe Upper Basin
24 Colorado River Water for Use or storage
25 off of the Hopi Reservation anywhere in

1 the State in accordance with the Settle-
2 ment Agreement and all applicable Federal
3 and State laws governing the transfer of
4 Hopi Tribe Upper Basin Colorado River
5 Water within the State.

6 (C) TERM OF LEASES AND EXCHANGES.—

7 (i) LEASES.—

8 (I) 100-YEAR TERM.—A contract
9 to lease and an option to lease off of
10 the Reservation under subparagraph
11 (A)(i)(I) or (B)(i), as applicable, shall
12 be for a term not to exceed 100 years.

13 (II) 40-YEAR TERM.—A contract
14 to lease and an option to lease off of
15 the Reservation under subparagraph
16 (A)(i)(II) or (B)(ii), as applicable,
17 shall be for a term not to exceed 40
18 years.

19 (ii) EXCHANGES.—An exchange or op-
20 tion to exchange shall be for the term pro-
21 vided for in the exchange or option, as ap-
22 plicable.

23 (D) LEASE PERIOD.—

24 (i) NO LIMITATIONS.—There shall be
25 no limitations on the Lease Period for—

1 (I) Navajo Nation Cibola Water,
2 Navajo Nation Fourth Priority Water,
3 and Hopi Tribe Cibola Water that is
4 diverted from the Colorado River
5 downstream of Lee Ferry; and

6 (II) Navajo Nation Upper Basin
7 Colorado River Water and Hopi Tribe
8 Upper Basin Colorado River Water
9 leased for Use on the Navajo Reserva-
10 tion and Hopi Reservation, as applica-
11 ble.

12 (ii) OTHER LEASE PERIODS.—The
13 Navajo Nation and the Hopi Tribe are au-
14 thorized to lease Navajo Nation Upper
15 Basin Colorado River Water and Hopi
16 Tribe Upper Basin Colorado River Water
17 in the Lower Basin in the State in accord-
18 ance with the following:

19 (I) During the first 20 years
20 after the Enforceability Date, the
21 Navajo Nation may lease up to
22 16,214.55 AFY and the Hopi Tribe
23 may lease up to 835.45 AFY for an
24 annual cumulative total of 17,050
25 AFY in the Lower Basin.

1 (II) Notwithstanding subclause
2 (I), retaining the annual cumulative
3 total of 17,050 AFY leased in the
4 Lower Basin, the ability of the Navajo
5 Nation to lease Navajo Nation Upper
6 Basin Colorado River Water shall be
7 increased by, and the ability of the
8 Hopi Tribe to lease Hopi Tribe Upper
9 Basin Colorado River Water shall be
10 reduced by, an amount equal to the
11 additional System Eligible Conserva-
12 tion Water that the Navajo Nation de-
13 livers to the Secretary in accordance
14 with section 6(c)(4)(C)(i)(III)(bb).

15 (III) Beginning 20 years after
16 the Enforceability Date, the Navajo
17 Nation and the Hopi Tribe may lease
18 its available Navajo Nation Upper
19 Basin Colorado River Water and Hopi
20 Tribe Upper Basin Colorado River
21 Water until such time as the iiná bá
22 – pa tuwaqat’si pipeline has been
23 completed and all the projects de-
24 scribed in the Navajo Nation Water
25 Projects Trust Fund and the Hopi

1 Tribe Groundwater Projects Trust
2 Fund, as the projects are further de-
3 scribed in paragraphs 12.2.1 and
4 12.3.1 of the Settlement Agreement,
5 have been completed, as determined
6 by the Navajo Nation and the Hopi
7 Tribe.

8 (IV) Once all the projects de-
9 scribed in subclause (III) have been
10 completed for their respective projects,
11 as determined by the Navajo Nation
12 and the Hopi Tribe, the Navajo Na-
13 tion and the Hopi Tribe shall deter-
14 mine whether revenues from leasing
15 are necessary to meet the OM&R
16 costs of—

17 (aa) the projects described
18 in paragraphs 12.2.1 and 12.3.1
19 of the Settlement Agreement;
20 and

21 (bb) the iiná bá – pa
22 tuwaqat’si pipeline.

23 (V) If the Navajo Nation and the
24 Hopi Tribe continue to require reve-
25 nues from leasing to meet the OM&R

1 expenses described in subclause (IV),
2 the Navajo Nation and the Hopi
3 Tribe may continue to lease the Nav-
4 ajo Nation Upper Basin Colorado
5 River Water and Hopi Tribe Upper
6 Basin Colorado River Water to meet
7 those OM&R expenses.

8 (iii) SAVINGS PROVISION.—Nothing in
9 this subparagraph requires the early termi-
10 nation of any lease entered into during the
11 Lease Period and authorized by this Act at
12 the time the lease was executed.

13 (3) REQUIREMENTS FOR ALL CONTRACTS TO
14 LEASE AND CONTRACTS TO EXCHANGE.—All con-
15 tracts to lease or exchange Navajo Nation Upper
16 Basin Colorado River Water, Navajo Nation Cibola
17 Water, Navajo Nation Fourth Priority Water, Hopi
18 Tribe Upper Basin Colorado River Water, and Hopi
19 Tribe Cibola Water shall—

20 (A) identify the places of Use of the water,
21 the purpose of the Uses of the water during the
22 term of the contract, the mechanisms for deliv-
23 ery of the water, and each point of diversion
24 under the contract; and

1 (B) provide that the water received from
2 the Navajo Nation or the Hopi Tribe, as appli-
3 cable, shall be used in accordance with applica-
4 ble law.

5 (4) NO CONFLICT WITH SETTLEMENT AGREE-
6 MENT OR THIS ACT.—A contract to lease or ex-
7 change Navajo Nation Upper Basin Colorado River
8 Water, Navajo Nation Cibola Water, Navajo Nation
9 Fourth Priority Water, Hopi Tribe Upper Basin
10 Colorado River Water, or Hopi Tribe Cibola Water
11 shall not conflict with the Settlement Agreement or
12 this Act.

13 (c) PROHIBITION ON PERMANENT ALIENATION.—No
14 Navajo Nation Upper Basin Colorado River Water, Nav-
15 ajo Nation Cibola Water, Navajo Nation Fourth Priority
16 Water, Hopi Tribe Upper Basin Colorado River Water,
17 or Hopi Tribe Cibola Water may be permanently alien-
18 ated.

19 (d) ENTITLEMENT TO LEASE AND EXCHANGE MON-
20 IES.—

21 (1) ENTITLEMENT.—The Navajo Nation or the
22 Hopi Tribe, as applicable, shall be entitled to all
23 consideration due to the Navajo Nation or Hopi
24 Tribe under any lease, option to lease, exchange, or
25 option to exchange Navajo Nation Upper Basin Col-

1 orado River Water, Navajo Nation Cibola Water,
2 Navajo Nation Fourth Priority Water, Hopi Tribe
3 Upper Basin Colorado River Water, or Hopi Tribe
4 Cibola Water entered into by the Navajo Nation or
5 the Hopi Tribe.

6 (2) EXCLUSION.—The United States shall not,
7 in any capacity, be entitled to the consideration de-
8 scribed in paragraph (1).

9 (3) OBLIGATION OF THE UNITED STATES.—The
10 United States shall not, in any capacity, have any
11 trust or other obligation to monitor, administer, or
12 account for, in any manner, any funds received by
13 the Navajo Nation or the Hopi Tribe as consider-
14 ation under any lease, option to lease, exchange, or
15 option to exchange Navajo Nation Upper Basin Col-
16 orado River Water, Navajo Nation Cibola Water,
17 Navajo Nation Fourth Priority Water, Hopi Tribe
18 Upper Basin Colorado River Water, and Hopi Tribe
19 Cibola Water entered into by the Navajo Nation or
20 the Hopi Tribe.

21 (e) DELIVERY OF COLORADO RIVER WATER TO LES-
22 SEES.—All lessees of Navajo Nation Upper Basin Colo-
23 rado River Water, Navajo Nation Cibola Water, Navajo
24 Nation Fourth Priority Water, Hopi Tribe Upper Basin
25 Colorado River Water, and Hopi Tribe Cibola Water shall

1 pay all OM&R charges, all energy charges, and all other
2 applicable charges associated with the delivery of the
3 leased water.

4 (f) DELIVERY OF COLORADO RIVER WATER
5 THROUGH THE CAP SYSTEM.—

6 (1) CAWCD APPROVAL.—The Navajo Nation,
7 the Hopi Tribe, or any person who leases Navajo
8 Nation Upper Basin Colorado River Water, Navajo
9 Nation Cibola Water, Navajo Nation Fourth Priority
10 Water, Hopi Tribe Upper Basin Colorado River
11 Water, and Hopi Tribe Cibola Water under sub-
12 section (a) may transport that Navajo Nation Upper
13 Basin Colorado River Water, Navajo Nation Cibola
14 Water, Navajo Nation Fourth Priority Water, Hopi
15 Tribe Upper Basin Colorado River Water, or Hopi
16 Tribe Cibola Water, as applicable, through the CAP
17 system in accordance with all laws of the United
18 States and the agreements between the United
19 States and CAWCD governing the use of the CAP
20 system to transport water other than CAP water, in-
21 cluding payment of applicable charges.

22 (2) LESSEE RESPONSIBILITY FOR CHARGES.—
23 Any lease or option to lease providing for the tem-
24 porary delivery of Navajo Nation Upper Basin Colo-
25 rado River Water, Navajo Nation Cibola Water,

1 Navajo Nation Fourth Priority Water, Hopi Tribe
2 Upper Basin Colorado River Water, and Hopi Tribe
3 Cibola Water through the CAP system shall require
4 the lessee to pay the CAP operating agency all CAP
5 fixed OM&R charges and all CAP pumping energy
6 charges associated with the delivery of the leased
7 water, and other applicable charges.

8 (3) NO RESPONSIBILITY FOR PAYMENT.—The
9 Navajo Nation, the Hopi Tribe, and the United
10 States acting in any capacity shall not be responsible
11 for the payment of any charges associated with the
12 delivery of Colorado River Water leased to others.

13 (4) PAYMENT IN ADVANCE.—No leased Navajo
14 Nation Upper Basin Colorado River Water, Navajo
15 Nation Cibola Water, Navajo Nation Fourth Priority
16 Water, Hopi Tribe Upper Basin Colorado River
17 Water, or Hopi Tribe Cibola Water shall be deliv-
18 ered through the CAP system unless the CAP fixed
19 OM&R charges, the CAP pumping energy charges,
20 and other applicable charges associated with the de-
21 livery of that Navajo Nation Upper Basin Colorado
22 River Water, Navajo Nation Cibola Water, Navajo
23 Nation Fourth Priority Water, Hopi Tribe Upper
24 Basin Colorado River Water, or Hopi Tribe Cibola
25 Water, as applicable, have been paid in advance.

1 (5) CALCULATION.—The charges for delivery of
 2 Navajo Nation Upper Basin Colorado River Water,
 3 Navajo Nation Cibola Water, Navajo Nation Fourth
 4 Priority Water, Hopi Tribe Upper Basin Colorado
 5 River Water, and Hopi Tribe Cibola Water delivered
 6 through the CAP system pursuant to a lease shall
 7 be calculated in accordance with the agreements be-
 8 tween the United States and CAWCD governing the
 9 use of the CAP system to transport water other
 10 than CAP water.

11 **SEC. 8. IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.**

12 (a) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—

13 (1) PLANNING, DESIGN, AND CONSTRUCTION OF
 14 THE IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—

15 (A) IN GENERAL.—The Secretary, acting
 16 through the Commissioner of Reclamation, shall
 17 plan, design, and construct the iiná bá – paa
 18 tuwaqat’si pipeline in accordance with subpara-
 19 graph (C), including all necessary power trans-
 20 mission facilities, power substations, power dis-
 21 tribution systems, and associated wheeling serv-
 22 ices to connect the facilities of the iiná bá – paa
 23 tuwaqat’si pipeline to new or existing high-volt-
 24 age transmission facilities and deliver power.

1 (B) PROJECT CONSTRUCTION COM-
2 MITTEE.—

3 (i) IN GENERAL.—Prior to the start
4 of the feasibility study required under sub-
5 paragraph (C)(ii), the Secretary shall form
6 a Project Construction Committee (re-
7 ferred to in this subparagraph as the
8 “Committee”).

9 (ii) MEMBERS.—The Committee shall
10 consist of representatives from the Bureau
11 and the Bureau of Indian Affairs and
12 members selected by each of the Navajo
13 Nation, the Hopi Tribe, and the San Juan
14 Southern Paiute Tribe for purposes of as-
15 sisting the Secretary with planning, design-
16 ing, and constructing the iiná bá – paa
17 tuwaqat’si pipeline, including—

18 (I) to review cost factors and
19 budgets for construction and oper-
20 ation and maintenance activities;

21 (II) to improve construction man-
22 agement through enhanced commu-
23 nication; and

1 (III) to seek additional ways to
 2 reduce overall iiná bá – paa
 3 tuwaqat’si pipeline costs.

4 (iii) DESIGN AND CONSTRUCTION
 5 CONSULTATION.—The Secretary shall con-
 6 sult with the Committee during each
 7 phase—

8 (I) of design described in sub-
 9 paragraph (C); and

10 (II) of construction of the iiná bá
 11 – paa tuwaqat’si pipeline.

12 (iv) RECOMMENDATIONS.—

13 (I) IN GENERAL.—At the sole
 14 discretion of the Secretary, the Sec-
 15 retary may rely on recommendations
 16 made by the Committee, subject to
 17 the condition that the recommenda-
 18 tions are consistent with the design as
 19 described in clauses (i) and (ii) of
 20 subparagraph (C).

21 (II) HOPI TRIBE.—To the extent
 22 the Committee recommendations in-
 23 volve a portion of the iiná bá – paa
 24 tuwaqat’si pipeline to which the Hopi
 25 Tribe will hold title after title transfer

1 as described in paragraph (3)(B)(ii),
2 the Secretary shall give greater weight
3 to the recommendations of the rep-
4 resentatives of the Hopi Tribe on the
5 Committee.

6 (III) NAVAJO NATION.—To the
7 extent the Committee recommenda-
8 tions involve a portion of the iiná bá
9 – paa tuwaqat’si pipeline to which the
10 Navajo Nation will hold title after
11 title transfer as described in para-
12 graph (3)(B)(i), the Secretary shall
13 give greater weight to the rec-
14 ommendations of the representatives
15 of the Navajo Nation on the Com-
16 mittee.

17 (C) DESIGN.—

18 (i) IN GENERAL.—Unless modified
19 pursuant to clauses (iii) and (iv), the iiná
20 bá – paa tuwaqat’si pipeline shall be sub-
21 stantially configured as Alternative 5, Op-
22 tion B–100 described in the report of the
23 Bureau entitled “Navajo-Hopi Value Plan-
24 ning Study—Arizona” and dated October
25 2020.

1 (ii) FEASIBILITY STUDY.—After the
2 date of enactment of this Act, the Bureau
3 shall complete a feasibility study of the
4 iiná bá – paa tuwaqat’si pipeline substan-
5 tially configured as Alternative 5, Option
6 B–100 described in the report of the Bu-
7 reau entitled “Navajo-Hopi Value Planning
8 Study—Arizona” and dated October 2020,
9 which shall include feasibility-level design
10 and cost estimates and a construction
11 phasing plan.

12 (iii) VALUE PLANNING.—

13 (I) IN GENERAL.—On completion
14 of the feasibility study described in
15 clause (ii), the Secretary shall consult
16 with the Navajo Nation and the Hopi
17 Tribe to determine whether to com-
18 plete a value planning study of the
19 iiná bá – paa tuwaqat’si pipeline to
20 identify and analyze potential lower-
21 cost modifications to substantially
22 meet the existing Alternative 5, Op-
23 tion B–100 configuration described in
24 that clause.

1 (II) VALUE PLANNING TEAM.—If
2 a value planning study is initiated
3 under subclause (I), a value planning
4 team shall include the Project Con-
5 struction Committee formed pursuant
6 to subparagraph (B).

7 (III) CONSENSUS.—

8 (aa) IN GENERAL.—To the
9 extent practicable, the Navajo
10 Nation, the Hopi Tribe, the San
11 Juan Southern Paiute Tribe, and
12 the Secretary shall strive for con-
13 sensus on selection of a preferred
14 alternative for the Bureau to ini-
15 tiate the final design process of
16 the iiná bá – paa tuwaqat’si pipe-
17 line.

18 (bb) DECISION BY SEC-
19 RETARY.—If consensus cannot be
20 reached on a preferred alter-
21 native under item (aa), the deci-
22 sion for the preferred alternative
23 shall be made by the Secretary.

24 (iv) VALUE ENGINEERING AND DE-
25 SIGN MODIFICATIONS.—

(I) VALUE ENGINEERING.—

(aa) IN GENERAL.—A value engineering study based on achieving the essential functions at the lowest life cycle cost consistent with required performance, reliability, quality, and safety shall be completed in accordance with Bureau Manual Policy, Performing Designs and Construction Activities (FAC P03) for each phase of the iná bá — paa tuwaqat’si pipeline project at the 30 percent design stage.

(bb) VALUE ENGINEERING TEAM.—A value engineering team shall include the Project Construction Committee formed pursuant to subparagraph (B).

(II) PRIOR TO 60 PERCENT DESIGN.—

(aa) IN GENERAL.—At any time prior to completion of 60 percent design for each phase of

1 the iiná bá – paa tuwaqat’si pipe-
2 line project, the Navajo Nation
3 and the Hopi Tribe may request
4 modifications of the design de-
5 scribed in this subparagraph,
6 subject to the condition that the
7 proposed design modifications are
8 approved by the Bureau.

9 (bb) DEVIATION.—If a re-
10 quested modification described in
11 item (aa) deviates from the de-
12 sign criteria of the Bureau, the
13 modification shall be considered
14 in accordance with the provisions
15 of Bureau Manual Policy, Per-
16 forming Designs and Construc-
17 tion Activities (FAC P03).

18 (III) AFTER COMPLETION OF 60
19 PERCENT DESIGN.—The design for
20 each phase of the iiná bá – paa
21 tuwaqat’si pipeline project shall not be
22 modified further after review of the
23 60 percent design plan unless the
24 modification is made by the Secretary.

1 (D) EXISTING COMPONENTS.—The iiná bá
2 – paa tuwaqat’si pipeline may include, at the
3 sole discretion of the Secretary after consulta-
4 tion with the Navajo Nation or the Hopi Tribe,
5 components that have already been built or ac-
6 quired by the Navajo Nation or the Hopi Tribe
7 as a contribution by the Navajo Nation or the
8 Hopi Tribe towards the cost of planning, de-
9 signing, and constructing the iiná bá – paa
10 tuwaqat’si pipeline.

11 (E) USE OF PIPELINE.—The iiná bá – paa
12 tuwaqat’si pipeline shall deliver potable water
13 for domestic, commercial, municipal, and indus-
14 trial Uses and be capable of delivering from
15 Lake Powell—

16 (i) up to 7,100 AFY of potable Colo-
17 rado River Water to the Navajo Nation for
18 Use in delivering up to 6,750 AFY to serve
19 Navajo communities and up to 350 AFY
20 to serve the San Juan Southern Paiute
21 Southern Area; and

22 (ii) up to 3,076 AFY of potable Colo-
23 rado River Water to the Hopi Tribe for
24 Use in delivering up to 3,076 AFY to serve
25 Hopi communities.

1 (F) COMMENCEMENT OF CONSTRU-
2 TION.—The Secretary shall not begin construc-
3 tion of the iiná bá – paa tuwaqat’si pipeline
4 until—

5 (i) the design studies described in
6 subparagraph (C) and final design for the
7 first phase of the iiná bá – paa tuwaqat’si
8 pipeline project are complete;

9 (ii) the Secretary, the Navajo Nation,
10 and the Hopi Tribe execute a Cost-Sharing
11 and System Integration Agreement that—

12 (I) based on the final design in
13 accordance with subparagraph (C),
14 describes the design, location, capac-
15 ity, and management of operations of
16 the iiná bá – paa tuwaqat’si pipeline,
17 including distribution of water to cus-
18 tomers;

19 (II) describes the process for ac-
20 quisition of rights-of-way for the iiná
21 bá – paa tuwaqat’si pipeline described
22 in subsection (b);

23 (III) allocates the costs of the
24 iiná bá – paa tuwaqat’si pipeline, tak-
25 ing into consideration—

1 (aa) cost of planning, de-
2 sign, and construction;

3 (bb) cost of the operation,
4 maintenance, and repair of the
5 iiná bá – paa tuwaqat’si pipeline
6 before title transfer to the Nav-
7 ajo Nation or the Hopi Tribe
8 pursuant to paragraph (3); and

9 (cc) how existing compo-
10 nents will be considered as con-
11 tributions by the Navajo Nation
12 or Hopi Tribe as described in
13 subparagraph (D); and

14 (IV) describes construction phas-
15 ing, including transfer of operations
16 and maintenance for such phasing, as
17 agreed to by the Secretary, the Nav-
18 ajo Nation, and the Hopi Tribe, with
19 the Secretary deciding on phasing if
20 an agreement is not reached; and

21 (iii) environmental compliance as de-
22 scribed in section 4(c) is complete for the
23 iiná bá – paa tuwaqat’si pipeline.

24 (2) PHASED TRANSFER OF OPERATIONS &
25 MAINTENANCE.—

1 (A) IN GENERAL.—

2 (i) IN GENERAL.—On completion of
3 construction of a phase of the iiná bá –
4 paa tuwaqat’si pipeline, as described in the
5 Cost-Sharing and System Integration
6 Agreement described in paragraph
7 (1)(F)(ii) and on a finding of substantial
8 completion of the phase, the Secretary may
9 transfer operations and maintenance re-
10 sponsibility for the phase to the appro-
11 priate entity.

12 (ii) CONTRACT.—The Secretary shall
13 enter into an operations and maintenance
14 contract consistent with this Act and Bu-
15 reau policy for the purposes of compliance
16 with clause (i).

17 (iii) TITLE TRANSFER.—Title to a
18 phase of the iiná bá – paa tuwaqat’si pipe-
19 line shall not transfer until substantial
20 completion of the entire iiná bá – paa
21 tuwaqat’si pipeline in accordance with
22 paragraph (3)(B).

23 (B) PHASED FINDINGS OF SUBSTANTIAL
24 COMPLETION.—For purposes of this paragraph,
25 substantial completion of each phase of the iiná

bá – paa tuwaqat’si pipeline shall be determined in accordance with Bureau Manual Policy, Performing Designs and Construction Activities (FAC P03).

(3) OWNERSHIP.—

(A) IN GENERAL.—The iiná bá – paa tuwaqat’si pipeline shall be owned by the United States during construction of the iiná bá – paa tuwaqat’si pipeline.

(B) TRANSFER OF OWNERSHIP.—On substantial completion of the iiná bá – paa tuwaqat’si pipeline, in accordance with paragraph (4), the Secretary shall—

(i) transfer title to the applicable section of the iiná bá – paa tuwaqat’si pipeline on the Navajo Reservation, except that section that lies on the Navajo Reservation between Moenkopi and the boundary of the 1882 Reservation, to the Navajo Nation; and

(ii) transfer title to the applicable section of the iiná bá – paa tuwaqat’si pipeline on the Hopi Reservation, and the section of the iiná bá – paa tuwaqat’si pipeline that lies on the Navajo Reservation be-

1 tween Moenkopi and the boundary of the
2 1882 Reservation and the right-of-way for
3 that section of the iiná bá – paa tuwaqat’si
4 pipeline, to the Hopi Tribe.

5 (4) SUBSTANTIAL COMPLETION.—

6 (A) IN GENERAL.—For purposes of para-
7 graph (3)(B), the Secretary shall determine
8 that the iiná bá – paa tuwaqat’si pipeline is
9 substantially complete if—

10 (i) the infrastructure constructed is
11 capable of storing, diverting, treating,
12 transmitting, and distributing a supply of
13 water to the Navajo Nation, the Hopi
14 Tribe, and the San Juan Southern Paiute
15 Southern Area as described in the iiná bá
16 – paa tuwaqat’si pipeline design described
17 in paragraph (1)(C); or

18 (ii) the Secretary—

19 (I) diligently proceeds to com-
20 plete the final design and construct
21 the iiná bá – paa tuwaqat’si pipe-
22 line—

23 (aa) by the deadline de-
24 scribed in subparagraph (B); or

1 (bb) if the deadline de-
 2 scribed in subparagraph (B) is
 3 extended pursuant to subpara-
 4 graph (C), by the extended dead-
 5 line;

6 (II) expends all of the available
 7 funding provided to construct the iiná
 8 bá – paa tuwaqat’si pipeline under
 9 section 13(a) and any funding pro-
 10 vided by the Navajo Nation or Hopi
 11 Tribe pursuant to sections 10(j) and
 12 11(j); and

13 (III) despite diligent efforts can-
 14 not complete construction of the iiná
 15 bá – paa tuwaqat’si pipeline in ac-
 16 cordance with paragraph (1)(C) due
 17 solely to the lack of authorized fund-
 18 ing.

19 (B) DEADLINE.—Not later than December
 20 31, 2040, the construction of the iiná bá – paa
 21 tuwaqat’si pipeline in accordance with para-
 22 graph (1)(C) shall be substantially completed,
 23 in accordance with subparagraph (A).

24 (C) EXTENSION.—The deadline described
 25 in subparagraph (B) may be extended through

1 written agreement if the Navajo Nation, Hopi
2 Tribe, and the Secretary agree that an extension is reasonably necessary.

4 (5) LIABILITY.—

5 (A) IN GENERAL.—Effective on the date of
6 the transfer of ownership of the iiná bá – paa
7 tuwaqat’si pipeline pursuant to paragraph
8 (3)(B), the United States shall not be held liable by any court for damages of any kind arising out of any act, omission, or occurrence relating to the land, buildings, or facilities conveyed under this subsection, other than damages caused by acts of negligence committed by the United States, or by employees or agents of the United States, prior to the date of conveyance.

17 (B) SAVINGS PROVISION.—Nothing in this
18 section increases the liability of the United
19 States beyond the liability provided in chapter
20 171 of title 28, United States Code (commonly
21 known as the “Federal Tort Claims Act”).

22 (6) OPERATION.—

23 (A) PROJECT OPERATIONS GENERALLY.—

24 (i) NAVAJO NATION OPERATION.—The
25 Navajo Nation shall operate the section of

1 the iiná bá – paa tuwaqat’si pipeline that
 2 delivers water to the Navajo communities,
 3 other than Coal Mine Mesa, and that may
 4 deliver water through the iiná bá – paa
 5 tuwaqat’si pipeline to the San Juan South-
 6 ern Paiute Tribe.

7 (ii) HOPI TRIBE OPERATION.—The
 8 Hopi Tribe shall operate the section of the
 9 iiná bá – paa tuwaqat’si pipeline that de-
 10 livers water to Moenkopi, the 1882 Res-
 11 ervation, and the Navajo community of
 12 Coal Mine Mesa.

13 (B) PROJECT OPERATION COMMITTEE.—
 14 Prior to the start of the first construction phase
 15 of the iiná bá – paa tuwaqat’si pipeline, the
 16 Secretary shall form a Project Operation Com-
 17 mittee consisting of members selected by each
 18 of the Navajo Nation and the Hopi Tribe to de-
 19 velop a project operations agreement to be exe-
 20 cuted by the Navajo Nation and the Hopi
 21 Tribe, after review by the Secretary, prior to
 22 the transfer of operations and maintenance of
 23 any phase of the iiná bá – paa tuwaqat’si pipe-
 24 line in accordance with paragraph (2).

1 (C) PROJECT OPERATIONS AGREEMENT.—

2 The project operations agreement referred to in
 3 subparagraph (B) shall describe all terms and
 4 conditions necessary for long-term operations of
 5 the iiná bá – paa tuwaqat’si pipeline, consistent
 6 with subparagraph (A), including—

7 (i) distribution of water;

8 (ii) responsibility for maintenance of
 9 the iiná bá – paa tuwaqat’si pipeline or
 10 section of the iiná bá – paa tuwaqat’si
 11 pipeline;

12 (iii) the allocation and payment of an-
 13 nual OM&R costs of the iiná bá – paa
 14 tuwaqat’si pipeline or section of the iiná bá
 15 – paa tuwaqat’si pipeline based on the pro-
 16 portionate uses and ownership of the iiná
 17 bá – paa tuwaqat’si pipeline;

18 (iv) the process for transfer of oper-
 19 ations and maintenance of a phase of the
 20 iiná bá – paa tuwaqat’si pipeline in accord-
 21 ance with paragraph (2); and

22 (v) a right to sue in a district court
 23 of the United States to enforce the project
 24 operations agreement.

25 (b) TRIBAL EASEMENTS AND RIGHTS-OF-WAY.—

1 (1) RIGHTS-OF-WAY.—

2 (A) IN GENERAL.—In partial consideration
3 for the funding provided under section 13, the
4 Navajo Nation, the Hopi Tribe, and the San
5 Juan Southern Paiute Tribe shall each timely
6 consent to the grant of rights-of-way as de-
7 scribed in, and in accordance with, subpara-
8 graphs 12.5.1, 12.5.2, and 12.5.3 of the Settle-
9 ment Agreement.

10 (B) NO COST TO THE UNITED STATES.—
11 Rights-of-way described in subparagraph (A)
12 shall be at no cost to the United States.

13 (2) LEGAL DEVICES.—With the consent of each
14 affected Tribe, the Secretary may enter into legal
15 devices, other than rights-of-way, such as construc-
16 tion corridors agreements, without cost to the
17 United States, when operating within the jurisdic-
18 tion of the Navajo Nation, Hopi Tribe, or San Juan
19 Southern Paiute Tribe in furtherance of the plan-
20 ning, design, and construction of the iiná bá – paa
21 tuwaqat’si pipeline.

22 (3) AUTHORIZATION AND GRANTING OF
23 RIGHTS-OF-WAY.—The Secretary shall grant the
24 rights-of-way consented to by the Tribes under para-
25 graph (1).

1 (c) APPLICABILITY OF THE INDIAN SELF-DETER-
 2 MINATION AND EDUCATION ASSISTANCE ACT.—The In-
 3 dian Self-Determination and Education Assistance Act
 4 (25 U.S.C. 5301 et seq.) shall not apply to the design,
 5 construction, operation, maintenance, or replacement of
 6 the iiná bá – paa tuwaqat’si pipeline.

7 **SEC. 9. IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IMPLEMENTA-**
 8 **TION FUND ACCOUNT.**

9 (a) ESTABLISHMENT.—The Secretary shall establish
 10 a non-trust, interest-bearing account, to be known as the
 11 “iiná bá – paa tuwaqat’si pipeline Implementation Fund
 12 Account”, to be managed and distributed by the Sec-
 13 retary, for use by the Secretary in carrying out this Act.

14 (b) DEPOSITS.—The Secretary shall deposit in the
 15 iiná bá – paa tuwaqat’si pipeline Implementation Fund
 16 Account the amounts made available pursuant to section
 17 13(a)(1).

18 (c) USES.—The iiná bá – paa tuwaqat’si pipeline Im-
 19 plementation Fund Account shall be used by the Secretary
 20 to carry out section 8, including the acquisition of power.

21 (d) INTEREST.—In addition the amounts deposited in
 22 the iiná bá – paa tuwaqat’si pipeline Implementation
 23 Fund Account under subsection (b), any investment earn-
 24 ings, including interest credited to amounts unexpended
 25 in the iiná bá – paa tuwaqat’si pipeline Implementation

1 Fund Account, are authorized to be appropriated to be
2 used in accordance with the uses described in subsection
3 (c).

4 **SEC. 10. NAVAJO NATION WATER SETTLEMENT TRUST**
5 **FUND.**

6 (a) ESTABLISHMENT.—The Secretary shall establish
7 a trust fund for the Navajo Nation, to be known as the
8 “Navajo Nation Water Settlement Trust Fund,” to be
9 managed, invested, and distributed by the Secretary and
10 to remain available until expended, withdrawn, or reverted
11 to the general fund of the Treasury, consisting of the
12 amounts deposited in the Navajo Nation Water Settlement
13 Trust Fund under subsection (c), together with any in-
14 vestment earnings, including interest, earned on those
15 amounts, for the purpose of carrying out this Act.

16 (b) ACCOUNTS.—The Secretary shall establish in the
17 Navajo Nation Water Settlement Trust Fund the fol-
18 lowing accounts:

19 (1) The Navajo Nation Water Projects Trust
20 Fund Account.

21 (2) The Navajo Nation OM&R Trust Fund Ac-
22 count.

23 (3) The Navajo Nation Agricultural Conserva-
24 tion Trust Fund Account.

1 (4) The Navajo Nation Renewable Energy
2 Trust Fund Account.

3 (5) The Navajo Nation Lower Basin Colorado
4 River Water Acquisition Trust Fund Account.

5 (6) The Navajo Nation System Conservation
6 Trust Fund Account.

7 (c) DEPOSITS.—The Secretary shall deposit—

8 (1) in the Navajo Nation Water Projects Trust
9 Fund Account, the amounts made available pursuant
10 to subparagraph (A)(i) of section 13(b)(3);

11 (2) in the Navajo Nation OM&R Trust Fund
12 Account, the amounts made available pursuant to
13 subparagraph (A)(ii) of that section;

14 (3) in the Navajo Nation Agricultural Con-
15 servation Trust Fund Account, the amounts made
16 available pursuant to subparagraph (A)(iii) of that
17 section;

18 (4) in the Navajo Nation Renewable Energy
19 Trust Fund Account, the amounts made available
20 pursuant to subparagraph (A)(iv) of that section;

21 (5) in the Navajo Nation Lower Basin Colorado
22 River Water Acquisition Trust Fund Account, the
23 amounts made available pursuant to subparagraph
24 (A)(v) of that section; and

1 (6) in the Navajo Nation System Conservation
2 Trust Fund Account, the amounts made available
3 pursuant to subparagraph (A)(vi) of that section.

4 (d) MANAGEMENT AND INTEREST.—

5 (1) MANAGEMENT.—On receipt and deposit of
6 the funds into the accounts in the Navajo Nation
7 Water Settlement Trust Fund Accounts pursuant to
8 subsection (c), the Secretary shall manage, invest,
9 and distribute all amounts in the Navajo Nation
10 Water Settlement Trust Fund in a manner that is
11 consistent with the investment authority of the Sec-
12 retary under—

13 (A) the first section of the Act of June 24,
14 1938 (25 U.S.C. 162a);

15 (B) the American Indian Trust Fund Man-
16 agement Reform Act of 1994 (25 U.S.C. 4001
17 et seq.); and

18 (C) this subsection.

19 (2) INVESTMENT EARNINGS.—In addition to
20 the deposits made to the Navajo Nation Water Set-
21 tlement Trust Fund under subsection (c), any in-
22 vestment earnings, including interest, credited to
23 amounts held in the Navajo Nation Water Settle-
24 ment Trust Fund are authorized to be appropriated
25 to be used in accordance with subsection (f).

1 (e) WITHDRAWALS.—

2 (1) AMERICAN INDIAN TRUST FUND MANAGE-
3 MENT REFORM ACT OF 1994.—

4 (A) IN GENERAL.—The Navajo Nation
5 may withdraw any portion of the amounts in
6 the Navajo Nation Water Settlement Trust
7 Fund on approval by the Secretary of a Tribal
8 management plan submitted by the Navajo Na-
9 tion in accordance with the American Indian
10 Trust Fund Management Reform Act of 1994
11 (25 U.S.C. 4001 et seq.).

12 (B) REQUIREMENTS.—In addition to the
13 requirements under the American Indian Trust
14 Fund Management Reform Act of 1994 (25
15 U.S.C. 4001 et seq.), the Tribal management
16 plan under this paragraph shall require that the
17 Navajo Nation spend all amounts withdrawn
18 from the Navajo Nation Water Settlement
19 Trust Fund, and any investment earnings ac-
20 crued through the investments under the Tribal
21 management plan, in accordance with this Act.

22 (C) ENFORCEMENT.—The Secretary may
23 carry out such judicial and administrative ac-
24 tions as the Secretary determines to be nec-
25 essary—

1 (i) to enforce a Tribal management
2 plan; and

3 (ii) to ensure that amounts withdrawn
4 from the Navajo Nation Water Settlement
5 Trust Fund by the Navajo Nation under
6 this paragraph are used in accordance with
7 this Act.

8 (2) EXPENDITURE PLAN.—

9 (A) IN GENERAL.—The Navajo Nation
10 may submit to the Secretary a request to with-
11 draw funds from the Navajo Nation Water Set-
12 tlement Trust Fund pursuant to an approved
13 expenditure plan.

14 (B) REQUIREMENTS.—To be eligible to
15 withdraw funds under an expenditure plan
16 under this paragraph, the Navajo Nation shall
17 submit to the Secretary for approval an expend-
18 iture plan for any portion of the Navajo Nation
19 Water Settlement Trust Fund that the Navajo
20 Nation elects to withdraw pursuant to this
21 paragraph, subject to the condition that the
22 funds shall be used for the purposes described
23 in this Act.

24 (C) INCLUSIONS.—An expenditure plan
25 under this paragraph shall include a description

1 of the manner and purpose for which the
2 amounts proposed to be withdrawn from the
3 Navajo Nation Water Settlement Trust Fund
4 Accounts will be used by the Navajo Nation in
5 accordance with subsection (f).

6 (D) APPROVAL.—On receipt of an expendi-
7 ture plan under this paragraph, the Secretary
8 shall approve the expenditure plan if the Sec-
9 retary determines that the expenditure plan—

10 (i) is reasonable; and

11 (ii) is consistent with, and will be used
12 for, the purposes of this Act.

13 (E) ENFORCEMENT.—The Secretary may
14 carry out such judicial and administrative ac-
15 tions as the Secretary determines to be nec-
16 essary to enforce an expenditure plan under
17 this paragraph to ensure that amounts dis-
18 bursed under this paragraph are used in ac-
19 cordance with this Act.

20 (f) USES.—Amounts from the Navajo Nation Water
21 Settlement Trust Fund shall be used by the Navajo Na-
22 tion for the following purposes:

23 (1) NAVAJO NATION WATER PROJECTS TRUST
24 FUND ACCOUNT.—Amounts in the Navajo Nation
25 Water Projects Trust Fund Account may only be

1 used for the purpose of environmental compliance,
 2 planning, engineering activities, and construction of
 3 projects designed to deliver potable water to commu-
 4 nities, such as Leupp, Dilkon, Ganado, Black Mesa,
 5 Sweetwater, Chinle, Lupton/Nahata Dziil Area,
 6 Kayenta, and Oljato.

7 (2) NAVAJO NATION OM&R TRUST FUND AC-
 8 COUNT.—Amounts in the Navajo Nation OM&R
 9 Trust Fund Account may only be used to pay
 10 OM&R costs of the Navajo Water projects described
 11 in paragraph (1) and the iiná bá – paa tuwaqat’si
 12 pipeline project.

13 (3) NAVAJO NATION AGRICULTURAL CONSERVA-
 14 TION TRUST FUND ACCOUNT.—

15 (A) IN GENERAL.—Subject to subpara-
 16 graph (B), amounts in the Navajo Nation Agri-
 17 cultural Conservation Trust Fund Account may
 18 only be used to pay the costs of improvements
 19 to reduce water shortages on the historically ir-
 20 rigated land of the Navajo Nation, including
 21 sprinklers, drip or other efficient irrigation sys-
 22 tems, land leveling, wells, pipelines, pumps and
 23 storage, stream bank stabilization and restora-
 24 tion, pasture seeding and management, fencing,
 25 wind breaks, and alluvial wells.

1 (B) LIMITATION.—Not more than half of
2 the amounts in the Navajo Nation Agricultural
3 Conservation Trust Fund Account may be used
4 for replacement and development of livestock
5 wells and impoundments on the Navajo Res-
6 ervation and Navajo Trust Land.

7 (4) NAVAJO NATION RENEWABLE ENERGY
8 TRUST FUND ACCOUNT.—Amounts in the Navajo
9 Nation Renewable Energy Trust Fund Account may
10 only be used to pay the cost of planning, designing,
11 and constructing renewable energy facilities to sup-
12 port the costs of operating the Navajo Nation Water
13 projects and the iiná bá – paa tuwaqat’si pipeline.

14 (5) NAVAJO NATION LOWER BASIN COLORADO
15 RIVER WATER ACQUISITION TRUST FUND AC-
16 COUNT.—Amounts in the Navajo Nation Lower
17 Basin Colorado River Water Acquisition Trust Fund
18 Account may only be used to purchase land within
19 the State and associated Arizona Lower Basin Colo-
20 rado River Water Rights.

21 (6) NAVAJO NATION SYSTEM CONSERVATION
22 TRUST FUND ACCOUNT.—Amounts in the Navajo
23 Nation System Conservation Trust Fund Account
24 may only be used to compensate the Navajo Nation

1 for the storage of System Conservation Eligible
2 Water at Lake Powell.

3 (g) LIABILITY.—The Secretary and the Secretary of
4 the Treasury shall not be liable for the expenditure or in-
5 vestment of any amounts withdrawn from the Navajo Na-
6 tion Water Settlement Trust Fund by the Navajo Nation
7 pursuant to subsection (e).

8 (h) TITLE TO INFRASTRUCTURE.—Title to, control
9 over, and operation of any project constructed using funds
10 from the Navajo Nation Water Settlement Trust Fund
11 shall remain in the Navajo Nation.

12 (i) ACCOUNT TRANSFERS.—If the activities described
13 in any of paragraphs (1) through (6) of subsection (f) are
14 complete and amounts remain in the applicable Trust
15 Fund Account described in those paragraphs, the Sec-
16 retary, at the request of the Navajo Nation, shall transfer
17 the remaining amounts to one of the other accounts within
18 the Navajo Nation Water Settlement Trust Fund.

19 (j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA
20 TUWAQAT’SI PIPELINE.—

21 (1) IN GENERAL.—On written notification from
22 the Secretary that the iiná bá – paa tuwaqat’si Im-
23 plementation Fund Account is insufficient and addi-
24 tional funds are necessary to complete the iiná bá –
25 paa tuwaqat’si pipeline in accordance with section 8,

1 the Navajo Nation shall submit to the Secretary an
 2 expenditure plan for the transfer of funds from Nav-
 3 ajo Nation Water Settlement Trust Fund to the iiná
 4 bá – paa tuwaqat’si pipeline Implementation Fund
 5 Account.

6 (2) PROPORTIONATE SHARE.—The cost share
 7 of the Navajo Nation for supplemental funding shall
 8 be based on the allocation of the iiná bá – paa
 9 tuwaqat’si pipeline costs agreed on in the Cost-Shar-
 10 ing and System Integration Agreement for the iiná
 11 bá – paa tuwaqat’si pipeline described in section
 12 8(a)(1)(F)(ii).

13 (k) ANNUAL REPORT.—The Navajo Nation shall sub-
 14 mit to the Secretary an annual expenditure report describ-
 15 ing accomplishments and amounts spent from use of with-
 16 draws under a Tribal management plan approved under
 17 paragraph (1) of subsection (e) or an expenditure plan ap-
 18 proved under paragraph (2) of that subsection.

19 (l) NO PER CAPITA PAYMENTS.—No principal or in-
 20 terest amount in any account established by this section
 21 shall be distributed to any Member of the Navajo Nation
 22 on a per capita basis.

23 (m) EFFECT.—Nothing in this section entitles the
 24 Navajo Nation to judicial review of a determination of the
 25 Secretary relating to whether to approve a Tribal manage-

1 ment plan under paragraph (1) of subsection (e) or an
2 expenditure plan under paragraph (2) of that subsection,
3 or to take enforcement actions under paragraph (1)(C) or
4 (2)(E) of that subsection, except as provided under sub-
5 chapter II of chapter 5, and chapter 7, of title 5, United
6 States Code (commonly known as the “Administrative
7 Procedure Act”).

8 **SEC. 11. HOPI TRIBE WATER SETTLEMENT TRUST FUND.**

9 (a) ESTABLISHMENT.—The Secretary shall establish
10 a trust fund for the Hopi Tribe, to be known as the “Hopi
11 Tribe Water Settlement Trust Fund”, to be managed, in-
12 vested, and distributed by the Secretary and to remain
13 available until expended, withdrawn, or reverted to the
14 general fund of the Treasury, consisting of the amounts
15 deposited in the Hopi Tribe Water Settlement Trust Fund
16 under subsection (c), together with any investment earn-
17 ings, including interest, earned on those amounts, for the
18 purpose of carrying out this Act.

19 (b) ACCOUNTS.—The Secretary shall establish in the
20 Hopi Tribe Water Settlement Trust Fund the following
21 accounts:

22 (1) The Hopi Tribe Groundwater Projects
23 Trust Fund Account.

24 (2) The Hopi Tribe OM&R Trust Fund Ac-
25 count.

1 (3) The Hopi Tribe Agricultural Conservation
2 Trust Fund Account.

3 (4) The Hopi Tribe Lower Basin Colorado
4 River Water Acquisition Trust Fund Account.

5 (5) The Hopi Tribe System Conservation Trust
6 Fund Account.

7 (c) DEPOSITS.—The Secretary shall deposit—

8 (1) in the Hopi Tribe Groundwater Projects
9 Trust Fund Account, the amounts made available
10 pursuant to subparagraph (B)(i) of section 13(b)(3);

11 (2) in the Hopi Tribe OM&R Trust Fund Ac-
12 count, the amounts made available pursuant to sub-
13 paragraph (B)(ii) of that section;

14 (3) in the Hopi Tribe Agricultural Conservation
15 Trust Fund Account, the amounts made available
16 pursuant to subparagraph (B)(iii) of that section;

17 (4) in the Hopi Tribe Lower Basin Colorado
18 River Water Acquisition Trust Fund Account, the
19 amounts made available pursuant to subparagraph
20 (B)(iv) of that section; and

21 (5) in the Hopi Tribe System Conservation
22 Trust Fund Account, the amounts made available
23 pursuant to subparagraph (B)(v) of that section.

24 (d) MANAGEMENT AND INTEREST.—

1 (1) MANAGEMENT.—On receipt and deposit of
2 the funds into the accounts in the Hopi Tribe Water
3 Settlement Trust Fund Accounts pursuant to sub-
4 section (c), the Secretary shall manage, invest, and
5 distribute all amounts in the Hopi Tribe Water Set-
6 tlement Trust Fund in a manner that is consistent
7 with the investment authority of the Secretary
8 under—

9 (A) the first section of the Act of June 24,
10 1938 (25 U.S.C. 162a);

11 (B) the American Indian Trust Fund Man-
12 agement Reform Act of 1994 (25 U.S.C. 4001
13 et seq.); and

14 (C) this subsection.

15 (2) INVESTMENT EARNINGS.—In addition to
16 the deposits made to the Hopi Tribe Water Settle-
17 ment Trust Fund under subsection (c), any invest-
18 ment earnings, including interest, credited to
19 amounts held in the Hopi Tribe Water Settlement
20 Trust Fund are authorized to be appropriated to be
21 used in accordance with subsection (f).

22 (e) WITHDRAWALS.—

23 (1) AMERICAN INDIAN TRUST FUND MANAGE-
24 MENT REFORM ACT OF 1994.—

1 (A) IN GENERAL.—The Hopi Tribe may
2 withdraw any portion of the amounts in the
3 Hopi Tribe Water Settlement Trust Fund on
4 approval by the Secretary of a Tribal manage-
5 ment plan submitted by the Hopi Tribe in ac-
6 cordance with the American Indian Trust Fund
7 Management Reform Act of 1994 (25 U.S.C.
8 4001 et seq.).

9 (B) REQUIREMENTS.—In addition to the
10 requirements under the American Indian Trust
11 Fund Management Reform Act of 1994 (25
12 U.S.C. 4001 et seq.), the Tribal management
13 plan under this paragraph shall require that the
14 Hopi Tribe spend all amounts withdrawn from
15 the Hopi Tribe Water Settlement Trust Fund,
16 and any investment earnings accrued through
17 the investments under the Tribal management
18 plan, in accordance with this Act.

19 (C) ENFORCEMENT.—The Secretary may
20 carry out such judicial and administrative ac-
21 tions as the Secretary determines to be nec-
22 essary—

23 (i) to enforce a Tribal management
24 plan; and

1 (ii) to ensure that amounts withdrawn
2 from the Hopi Tribe Water Settlement
3 Trust Fund by the Hopi Tribe under this
4 paragraph are used in accordance with this
5 Act.

6 (2) EXPENDITURE PLAN.—

7 (A) IN GENERAL.—The Hopi Tribe may
8 submit to the Secretary a request to withdraw
9 funds from the Hopi Tribe Water Settlement
10 Trust Fund pursuant to an approved expendi-
11 ture plan.

12 (B) REQUIREMENTS.—To be eligible to
13 withdraw funds under an expenditure plan
14 under this paragraph, the Hopi Tribe shall sub-
15 mit to the Secretary for approval an expendi-
16 ture plan for any portion of the Hopi Tribe
17 Water Settlement Trust Fund that the Hopi
18 Tribe elects to withdraw pursuant to this para-
19 graph, subject to the condition that the funds
20 shall be used for the purposes described in this
21 Act.

22 (C) INCLUSIONS.—An expenditure plan
23 under this paragraph shall include a description
24 of the manner and purpose for which the
25 amounts proposed to be withdrawn from the

1 Hopi Tribe Water Settlement Trust Fund Ac-
2 counts will be used by the Hopi Tribe in ac-
3 cordance with subsection (f).

4 (D) APPROVAL.—On receipt of an expendi-
5 ture plan under this paragraph, the Secretary
6 shall approve the expenditure plan if the Sec-
7 retary determines that the expenditure plan—

8 (i) is reasonable; and

9 (ii) is consistent with, and will be used
10 for, the purposes of this Act.

11 (E) ENFORCEMENT.—The Secretary may
12 carry out such judicial and administrative ac-
13 tions as the Secretary determines to be nec-
14 essary to enforce an expenditure plan under
15 this paragraph to ensure that amounts dis-
16 bursed under this paragraph are used in ac-
17 cordance with this Act.

18 (f) USES.—Amounts from the Hopi Tribe Water Set-
19 tlement Trust Fund shall be used by the Hopi Tribe for
20 the following purposes:

21 (1) THE HOPI TRIBE GROUNDWATER PROJECTS
22 TRUST FUND ACCOUNT.—Amounts in the Hopi
23 Tribe Groundwater Projects Trust Fund Account
24 may only be used for the purpose of environmental
25 compliance, planning, engineering and design activi-

1 ties, and construction designed to deliver potable
2 water to Hopi communities.

3 (2) THE HOPI TRIBE OM&R TRUST FUND AC-
4 COUNT.—Amounts in the Hopi Tribe OM&R Trust
5 Fund Account may only be used to pay the OM&R
6 costs of the Hopi Groundwater projects described in
7 paragraph (1) and the iiná bá – paa tuwaqat’si pipe-
8 line project.

9 (3) THE HOPI TRIBE AGRICULTURAL CON-
10 SERVATION TRUST FUND ACCOUNT.—Amounts in
11 the Hopi Tribe Agricultural Conservation Trust
12 Fund Account may only be used to pay the costs of
13 improvements to reduce water shortages on the his-
14 torically irrigated land and grazing land of the Hopi
15 Tribe, including sprinklers, drip or other efficient ir-
16 rigation systems, land leveling, wells, impoundments,
17 pipelines, pumps and storage, stream bank stabiliza-
18 tion and restoration, pasture seeding and manage-
19 ment, fencing, and wind breaks, and alluvial wells,
20 and spring restoration, repair, replacement, and re-
21 location of low technology structures to support
22 Akehin farming, flood-water farming, and other tra-
23 ditional farming practices.

24 (4) THE HOPI TRIBE LOWER BASIN COLORADO
25 RIVER WATER ACQUISITION TRUST FUND AC-

1 COUNT.—Amounts in the Hopi Tribe Lower Basin
2 Colorado River Water Acquisition Trust Fund Ac-
3 count may only be used to purchase land within the
4 State and associated Arizona Lower Basin Colorado
5 River Water Rights.

6 (5) THE HOPI TRIBE SYSTEM CONSERVATION
7 TRUST FUND ACCOUNT.—Amounts in the Hopi
8 Tribe System Conservation Trust Fund Account
9 may only be used to compensate the Hopi Tribe or
10 the Navajo Nation for the storage of System Con-
11 servation Eligible Water at Lake Powell consistent
12 with section 6(c)(4)(C)(i)(III).

13 (g) LIABILITY.—The Secretary and the Secretary of
14 the Treasury shall not be liable for the expenditure or in-
15 vestment of any amounts withdrawn from the Hopi Tribe
16 Water Settlement Trust Fund by the Hopi Tribe pursuant
17 to subsection (e).

18 (h) TITLE TO INFRASTRUCTURE.—Title to, control
19 over, and operation of any project constructed using funds
20 from the Hopi Tribe Water Settlement Trust Fund shall
21 remain in the Hopi Tribe.

22 (i) ACCOUNT TRANSFERS.—If the activities described
23 in any of paragraphs (1) through (5) of subsection (f) are
24 complete and amounts remain in the applicable Trust
25 Fund Account described in those paragraphs, the Sec-

1 retary, at the request of the Hopi Tribe, shall transfer
 2 the remaining amounts to one of the other accounts within
 3 the Hopi Tribe Water Settlement Trust Fund.

4 (j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA
 5 TUWAQAT’SI PIPELINE.—

6 (1) IN GENERAL.—On written notification from
 7 the Secretary that the iiná bá – paa tuwaqat’si Im-
 8 plementation Fund Account is insufficient and addi-
 9 tional funds are necessary to complete the iiná bá –
 10 paa tuwaqat’si pipeline in accordance with section 8,
 11 the Hopi Tribe shall submit to the Secretary an ex-
 12 penditure plan for the transfer of funds from the
 13 Hopi Tribe Water Settlement Trust Fund to the iiná
 14 bá – paa tuwaqat’si pipeline Implementation Fund
 15 Account.

16 (2) PROPORTIONATE SHARE.—The cost share
 17 of the Hopi Tribe for supplemental funding shall be
 18 based on the allocation of the iiná bá – paa
 19 tuwaqat’si pipeline costs agreed on in the Cost-Shar-
 20 ing and System Integration Agreement for the iiná
 21 bá – paa tuwaqat’si pipeline described in section
 22 8(a)(1)(F)(ii).

23 (k) ANNUAL REPORT.—The Hopi Tribe shall submit
 24 to the Secretary an annual expenditure report describing
 25 accomplishments and amounts spent from use of with-

1 drawals under a Tribal management plan under para-
2 graph (1) of subsection (e) or an expenditure plan under
3 paragraph (2) of that subsection.

4 (l) NO PER CAPITA PAYMENTS.—No principal or in-
5 terest amount in any account established by this section
6 shall be distributed to any Member of the Hopi Tribe on
7 a per capita basis.

8 (m) EFFECT.—Nothing in this section entitles the
9 Hopi Tribe to judicial review of a determination of the
10 Secretary relating to whether to approve a Tribal manage-
11 ment plan under paragraph (1) of subsection (e) or an
12 expenditure plan under paragraph (2) of that subsection,
13 or to take enforcement actions under paragraph (1)(C) or
14 (2)(E) of that subsection, except as provided under sub-
15 chapter II of chapter 5, and chapter 7, of title 5, United
16 States Code (commonly known as the “Administrative
17 Procedure Act”).

18 **SEC. 12. SAN JUAN SOUTHERN PAIUTE TRIBE WATER SET-**
19 **TLEMENT TRUST FUND.**

20 (a) ESTABLISHMENT.—The Secretary shall establish
21 a trust fund for the San Juan Southern Paiute Tribe, to
22 be known as the “San Juan Southern Paiute Tribe Water
23 Settlement Trust Fund”, to be managed, invested, and
24 distributed by the Secretary and to remain available until
25 expended, withdrawn, or reverted to the general fund of

1 the Treasury, consisting of the amounts deposited in the
2 Trust Fund Accounts under subsection (c), together with
3 any investment earnings, including interest, earned on
4 those amounts, for the purpose of carrying out this Act.

5 (b) ACCOUNTS.—The Secretary shall establish in the
6 San Juan Southern Paiute Tribe Water Settlement Trust
7 Fund the following accounts:

8 (1) The San Juan Southern Paiute Tribe
9 Groundwater Projects Trust Fund Account.

10 (2) The San Juan Southern Paiute Tribe Agri-
11 cultural Conservation Trust Fund Account.

12 (3) The San Juan Southern Paiute Tribe
13 OM&R Trust Fund Account.

14 (c) DEPOSITS.—The Secretary shall deposit—

15 (1) in the San Juan Southern Paiute Tribe
16 Groundwater Projects Trust Fund Account, the
17 amounts made available pursuant to subparagraph
18 (C)(i) of section 13(b)(3);

19 (2) in the San Juan Southern Paiute Tribe Ag-
20 ricultural Conservation Trust Fund Account, the
21 amounts made available pursuant to subparagraph
22 (C)(iii) of that section; and

23 (3) in the San Juan Southern Paiute Tribe
24 OM&R Trust Fund Account, the amounts made

1 available pursuant to subparagraph (C)(ii) of that
2 section.

3 (d) MANAGEMENT AND INTEREST.—

4 (1) MANAGEMENT.—On receipt and deposit of
5 the funds into the accounts in the San Juan South-
6 ern Paiute Water Settlement Trust Fund Accounts
7 pursuant to subsection (c), the Secretary shall man-
8 age, invest, and distribute all amounts in the San
9 Juan Southern Paiute Water Settlement Trust
10 Fund Accounts in a manner that is consistent with
11 the investment authority of the Secretary under—

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

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

17 (C) this subsection.

18 (2) INVESTMENT EARNINGS.—In addition to
19 the deposits made to the San Juan Southern Paiute
20 Tribe Water Settlement Trust Fund under sub-
21 section (c), any investment earnings, including inter-
22 est, credited to amounts held in accounts of the San
23 Juan Southern Paiute Tribe Water Settlement Trust
24 Fund are authorized to be appropriated to be used
25 in accordance with subsection (f).

1 (e) WITHDRAWALS.—

2 (1) AMERICAN INDIAN TRUST FUND MANAGE-
3 MENT REFORM ACT OF 1994.—

4 (A) IN GENERAL.—The San Juan South-
5 ern Paiute Tribe may withdraw any portion of
6 the amounts in the San Juan Southern Paiute
7 Tribe Water Settlement Trust Fund on ap-
8 proval by the Secretary of a Tribal management
9 plan submitted by the San Juan Southern Pai-
10 ute Tribe in accordance with the American In-
11 dian Trust Fund Management Reform Act of
12 1994 (25 U.S.C. 4001 et seq.).

13 (B) REQUIREMENTS.—In addition to the
14 requirements under the American Indian Trust
15 Fund Management Reform Act of 1994 (25
16 U.S.C. 4001 et seq.), the Tribal management
17 plan under this paragraph shall require that the
18 San Juan Southern Paiute Tribe spend all
19 amounts withdrawn from the San Juan South-
20 ern Paiute Tribe Water Settlement Trust Fund,
21 and any investment earnings accrued through
22 the investments under the Tribal management
23 plan, in accordance with this Act.

24 (C) ENFORCEMENT.—The Secretary may
25 carry out such judicial and administrative ac-

1 tions as the Secretary determines to be nec-
2 essary—

3 (i) to enforce a Tribal management
4 plan; and

5 (ii) to ensure that amounts withdrawn
6 from the San Juan Southern Paiute Tribe
7 Water Settlement Trust Fund by the San
8 Juan Southern Paiute Tribe under this
9 paragraph are used in accordance with this
10 Act.

11 (2) EXPENDITURE PLAN.—

12 (A) IN GENERAL.—The San Juan South-
13 ern Paiute Tribe may submit to the Secretary
14 a request to withdraw funds from the San Juan
15 Southern Paiute Tribe Water Settlement Trust
16 Fund pursuant to an approved expenditure
17 plan.

18 (B) REQUIREMENTS.—To be eligible to
19 withdraw funds under an expenditure plan
20 under this paragraph, the San Juan Southern
21 Paiute Tribe shall submit to the Secretary for
22 approval an expenditure plan for any portion of
23 the San Juan Southern Paiute Tribe Water
24 Settlement Trust Fund that the San Juan
25 Southern Paiute Tribe elects to withdraw pur-

1 suant to this paragraph, subject to the condi-
2 tion that the funds shall be used for the pur-
3 poses described in this Act.

4 (C) INCLUSIONS.—An expenditure plan
5 under this paragraph shall include a description
6 of the manner and purpose for which the
7 amounts proposed to be withdrawn from the
8 San Juan Southern Paiute Tribe Water Settle-
9 ment Trust Fund Accounts will be used by the
10 San Juan Southern Paiute Tribe in accordance
11 with subsection (f).

12 (D) APPROVAL.—On receipt of an expendi-
13 ture plan under this paragraph, the Secretary
14 shall approve the expenditure plan if the Sec-
15 retary determines that the expenditure plan—

16 (i) is reasonable; and

17 (ii) is consistent with, and will be used
18 for, the purposes of this Act.

19 (E) ENFORCEMENT.—The Secretary may
20 carry out such judicial and administrative ac-
21 tions as the Secretary determines to be nec-
22 essary to enforce an expenditure plan under
23 this paragraph to ensure that amounts dis-
24 bursed under this paragraph are used in ac-
25 cordance with this Act.

1 (f) USES.—Amounts from the San Juan Southern
2 Paiute Tribe Water Settlement Trust Fund shall be used
3 by the San Juan Southern Paiute Tribe for the following
4 purposes:

5 (1) THE SAN JUAN SOUTHERN PAIUTE TRIBE
6 GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—
7 Amounts in the San Juan Southern Paiute Tribe
8 Groundwater Projects Trust Fund Account may only
9 be used to pay the cost of designing and con-
10 structing water projects, including Water treatment
11 facilities, pipelines, storage tanks, pumping stations,
12 pressure reducing valves, electrical transmission fa-
13 cilities, and the other appurtenant items, including
14 real property and easements necessary to deliver
15 water to the areas served.

16 (2) THE SAN JUAN SOUTHERN PAIUTE TRIBE
17 AGRICULTURAL CONSERVATION TRUST FUND AC-
18 COUNT.—

19 (A) IN GENERAL.—Subject to subpara-
20 graph (B), amounts in the San Juan Southern
21 Paiute Tribe Agricultural Conservation Trust
22 Fund Account may only be used to pay the
23 costs of improvements to reduce water short-
24 ages on the historically irrigated land of the
25 San Juan Southern Paiute Tribe, including

1 sprinklers, drip or other efficient irrigation sys-
 2 tems, land leveling, wells, pipelines, pumps and
 3 storage, stream bank stabilization and restora-
 4 tion, pasture seeding and management, fencing,
 5 wind breaks, and alluvial wells.

6 (B) LIMITATION.—Not more than half of
 7 the amounts in the San Juan Southern Paiute
 8 Tribe Agricultural Conservation Trust Fund
 9 Account may be used for replacement and de-
 10 velopment of livestock wells and impoundments
 11 on San Juan Southern Paiute Land.

12 (3) THE SAN JUAN SOUTHERN PAIUTE TRIBE
 13 OM&R TRUST FUND ACCOUNT.—Amounts in the San
 14 Juan Southern Paiute Tribe OM&R Trust Fund Ac-
 15 count may only be used to pay the OM&R costs of
 16 the San Juan Southern Paiute Tribe Water projects
 17 described in paragraph (1) and for the imputed
 18 costs for delivery of water from the iiná bá – paa
 19 tuwaqat’si pipeline.

20 (g) LIABILITY.—The Secretary and the Secretary of
 21 the Treasury shall not be liable for the expenditure or in-
 22 vestment of any amounts withdrawn from the San Juan
 23 Southern Paiute Tribe Water Settlement Trust Fund Ac-
 24 counts by the San Juan Southern Paiute Tribe pursuant
 25 to subsection (e).

1 (h) TITLE TO INFRASTRUCTURE.—Title to, control
2 over, and operation of any project constructed using funds
3 from the San Juan Southern Paiute Tribe Water Settle-
4 ment Trust Fund shall remain in the San Juan Southern
5 Paiute Tribe.

6 (i) ACCOUNT TRANSFERS.—If the activities described
7 in any of paragraphs (1) through (3) of subsection (f) are
8 complete and amounts remain in the applicable Trust
9 Fund Account described in those paragraphs, the Sec-
10 retary, at the request of the San Juan Southern Paiute
11 Tribe, shall transfer the remaining amounts to one of the
12 other accounts within the San Juan Southern Paiute
13 Tribe Water Settlement Trust Fund.

14 (j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA
15 TUWAQAT’SI PIPELINE.—In its sole discretion, the San
16 Juan Southern Paiute Tribe may use amounts in the San
17 Juan Southern Paiute Tribe Water Settlement Trust
18 Fund to supplement funds in the iiná bá – paa tuwaqat’si
19 pipeline Implementation Fund Account.

20 (k) ANNUAL REPORT.—The San Juan Southern Pai-
21 ute Tribe shall submit to the Secretary an annual expendi-
22 ture report describing accomplishments and amounts
23 spent from use of withdrawals under a Tribal management
24 plan submitted under paragraph (1) of subsection (e) or

1 an expenditure plan under paragraph (2) of that sub-
2 section.

3 (l) NO PER CAPITA PAYMENTS.—No principal or in-
4 terest amount in any account established by this section
5 shall be distributed to any Member of the San Juan
6 Southern Paiute Tribe on a per capita basis.

7 (m) EFFECT.—Nothing in this section entitles the
8 San Juan Southern Paiute Tribe to judicial review of a
9 determination of the Secretary relating to whether to ap-
10 prove a Tribal management plan under paragraph (1) of
11 subsection (e) or an expenditure plan under paragraph (2)
12 of that subsection, or to take enforcement actions under
13 paragraph (1)(C) or (2)(E) of that subsection, except as
14 provided under subchapter II of chapter 5, and chapter
15 7, of title 5, United States Code (commonly known as the
16 “Administrative Procedure Act”).

17 **SEC. 13. FUNDING.**

18 (a) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IMPLE-
19 MENTATION FUND ACCOUNT.—

20 (1) MANDATORY APPROPRIATION.—Out of any
21 funds in the Treasury not otherwise appropriated,
22 the Secretary of the Treasury shall transfer to the
23 Secretary \$1,715,000,000 for deposit in the iiná bá
24 – paa tuwaqat’si pipeline Implementation Fund Ac-
25 count, to carry out the planning, engineering, de-

1 sign, environmental compliance, and construction of
2 the iiná bá – paa tuwaqat’si pipeline, to remain
3 available until expended, withdrawn, or reverted to
4 the general fund of the Treasury.

5 (2) AVAILABILITY.—

6 (A) IN GENERAL.—Except as provided in
7 subparagraph (B), amounts appropriated to
8 and deposited in the iiná bá – paa tuwaqat’si
9 pipeline Implementation Fund Account under
10 paragraph (1) shall not be available for expend-
11 iture until the Enforceability Date.

12 (B) EXCEPTION.—Of the amounts made
13 available under paragraph (1), \$250,000,000
14 shall be made available before the Enforce-
15 ability Date for the Bureau to carry out envi-
16 ronmental compliance and preliminary design of
17 the iiná bá – paa tuwaqat’si pipeline, subject to
18 the following:

19 (i) The revision of the Settlement
20 Agreement and exhibits to conform to this
21 Act.

22 (ii) Execution by all of the required
23 settlement parties, including the United
24 States, to the conformed Settlement Agree-

1 ment and exhibits, including the waivers
2 and releases of claims under section 14.

3 (3) SETTLEMENT FUNDING SOURCES.—If the
4 iiná bá – paa tuwaqat’si pipeline Implementation
5 Fund Account is insufficient to complete the iiná bá
6 – paa tuwaqat’si pipeline in accordance with section
7 8, the Navajo Nation and Hopi Tribe shall provide
8 necessary supplemental funding from the Water Set-
9 tlement Trust Fund of the Tribe as described in sec-
10 tions 10(j) and 11(j).

11 (b) NAVAJO NATION WATER SETTLEMENT TRUST
12 FUND, THE HOPI TRIBE WATER SETTLEMENT TRUST
13 FUND AND THE SAN JUAN SOUTHERN PAIUTE SETTLE-
14 MENT TRUST FUND.—

15 (1) MANDATORY APPROPRIATION.—Out of any
16 funds in the Treasury not otherwise appropriated,
17 the Secretary of the Treasury shall transfer to the
18 Secretary \$3,421,400,000, for deposit in the Navajo
19 Nation Water Settlement Trust Fund, the Hopi
20 Tribe Water Settlement Trust Fund, and the San
21 Juan Southern Paiute Tribe Water Settlement Trust
22 Fund, in accordance with paragraph (3), to remain
23 available until expended, withdrawn, or reverted to
24 the general fund of the Treasury.

1 (2) AVAILABILITY.—Amounts appropriated to
2 and deposited in the Navajo Nation Water Settle-
3 ment Trust Fund, the Hopi Tribe Water Settlement
4 Trust Fund, and the San Juan Southern Paiute
5 Water Settlement Trust Fund under paragraph (1)
6 shall not be available for expenditure until the En-
7 forceability Date.

8 (3) ALLOCATION.—The Secretary shall dis-
9 tribute and deposit the amounts made available
10 under paragraph (1) in accordance with the fol-
11 lowing:

12 (A) THE NAVAJO NATION WATER SETTLE-
13 MENT TRUST FUND.—The Secretary shall de-
14 posit in the Navajo Nation Water Settlement
15 Trust Fund \$2,876,416,400 to remain available
16 until expended, withdrawn, or reverted to the
17 general fund of the Treasury and to be allo-
18 cated to the accounts of the Navajo Nation
19 Water Settlement Trust Fund in accordance
20 with the following:

21 (i) The Navajo Nation Water Projects
22 Trust Fund Account, \$2,369,200,000.

23 (ii) The Navajo Nation OM&R Trust
24 Fund Account, \$229,500,000.

1 (iii) The Navajo Nation Agricultural
2 Conservation Trust Fund Account,
3 \$80,000,000.

4 (iv) The Navajo Nation Renewable
5 Energy Trust Fund Account, \$40,000,000.

6 (v) The Navajo Nation Lower Basin
7 Colorado River Water Acquisition Trust
8 Fund Account, \$28,000,000.

9 (vi) The Navajo Nation System Con-
10 servation Trust Fund Account,
11 \$129,716,400.

12 (B) THE HOPI TRIBE WATER SETTLEMENT
13 TRUST FUND.—The Secretary shall deposit in
14 the Hopi Tribe Water Settlement Trust Fund
15 \$515,183,600, to remain available until ex-
16 pended, withdrawn, or reverted to the general
17 fund of the Treasury and to be allocated to the
18 accounts of the Hopi Tribe Water Settlement
19 Trust Fund in accordance with the following:

20 (i) The Hopi Tribe Groundwater
21 Projects Trust Fund Account,
22 \$390,000,000.

23 (ii) The Hopi Tribe OM&R Trust
24 Fund Account, \$87,000,000.

1 (iii) The Hopi Tribe Agricultural Con-
2 servation Trust Fund Account,
3 \$30,000,000.

4 (iv) The Hopi Tribe Lower Basin Col-
5 orado River Water Acquisition Trust Fund
6 Account, \$1,500,000.

7 (v) The Hopi Tribe System Conserva-
8 tion Trust Fund Account, \$6,683,600.

9 (C) THE SAN JUAN SOUTHERN PAIUTE
10 TRIBE WATER SETTLEMENT TRUST FUND.—
11 The Secretary shall deposit in the San Juan
12 Southern Paiute Water Settlement Trust Fund
13 \$29,800,000, to remain available until ex-
14 pended, withdrawn, or reverted to the general
15 fund of the Treasury and to be allocated to the
16 accounts of the San Juan Southern Paiute
17 Water Settlement Trust Fund in accordance
18 with the following:

19 (i) The San Juan Southern Paiute
20 Groundwater Projects Trust Fund Ac-
21 count, \$28,000,000.

22 (ii) The San Juan Southern Paiute
23 OM&R Trust Fund Account, \$1,500,000.

1 (iii) The San Juan Southern Paiute
 2 Agricultural Conservation Trust Fund Ac-
 3 count, \$300,000.

4 (c) SUPPLEMENTAL IINÁ BÁ – PAA TUWAQAT’SI
 5 PIPELINE IMPLEMENTATION FUND ACCOUNT RE-
 6 SERVE.—

7 (1) IN GENERAL.—In order to address the pre-
 8 liminary estimate level of the value planning study
 9 described in section 8(a)(1)(C)(iii), and the risk that
 10 the amount in the iiná bá – paa tuwaqat’si pipeline
 11 Implementation Fund Account may be insufficient
 12 to complete construction of the iiná bá – paa
 13 tuwaqat’si pipeline, until the Secretary completes a
 14 feasibility-level design and estimate for the iiná bá
 15 – paa tuwaqat’si pipeline, 50 percent of the Navajo
 16 Nation Water Settlement Trust Fund and 50 per-
 17 cent of the Hopi Tribe Water Settlement Trust
 18 Fund—

19 (A) shall not be available for withdrawal,
 20 except pursuant to sections 10(j)(1) and
 21 11(j)(1); and

22 (B) shall remain available to supplement
 23 the iiná bá – paa tuwaqat’si pipeline Implemen-
 24 tation Fund Account.

1 (2) ON COMPLETION OF FEASIBILITY STUDY.—

2 On completion of the feasibility-level estimate, value
3 planning, and final design approved by the Navajo
4 Nation, Hopi Tribe, and the Secretary, a percentage
5 of the Navajo Nation Water Settlement Trust Fund
6 and the Hopi Tribe Water Settlement Trust Fund to
7 be determined by the Secretary—

8 (A) shall not be available for withdrawal,
9 except pursuant to sections 10(j)(1) and
10 11(j)(1); and

11 (B) shall remain available to supplement
12 iiná bá – paa tuwaqat’si pipeline Implementa-
13 tion Fund Account until the Secretary notifies
14 the Tribes in writing that supplemental funding
15 is no longer needed.

16 (d) CREDITS TO ACCOUNTS.—

17 (1) IN GENERAL.—The interest on, and the
18 proceeds from, the sale or redemption of, any obliga-
19 tions held in the Navajo Nation Water Settlement
20 Trust Fund, the Hopi Tribe Water Settlement Trust
21 Fund, and the San Juan Southern Paiute Water
22 Settlement Trust Fund shall be credited to and form
23 a part of the applicable Trust Fund.

24 (2) USE OF TRUST FUNDS.—Amounts appro-
25 priated to and deposited in the Navajo Nation Water

1 Settlement Trust Fund, the Hopi Tribe Water Set-
2 tlement Trust Fund, and the San Juan Southern
3 Paiute Tribe Water Settlement Trust Fund may be
4 used as described in sections 10, 11, and 12 and
5 paragraph 12 of the Settlement Agreement.

6 (e) FLUCTUATION IN COSTS.—

7 (1) IMPLEMENTATION FUND ACCOUNT.—The
8 amounts appropriated and authorized to be appro-
9 priated under subsection (a) shall be—

10 (A) increased or decreased, as appropriate,
11 by such amounts as may be justified by reason
12 of ordinary fluctuations in costs occurring after
13 January 1, 2024, as indicated by the Bureau
14 Construction Cost Trends Index applicable to
15 the types of construction involved; and

16 (B) adjusted to address construction cost
17 changes necessary to account for unforeseen
18 market volatility that may not otherwise be cap-
19 tured by engineering cost indices as determined
20 by the Secretary, including repricing applicable
21 to the types of construction and current indus-
22 try standards involved.

23 (2) TRUST FUNDS.—The amounts appropriated
24 and authorized to be appropriated under subsection
25 (b) shall be—

1 (A) increased or decreased, as appropriate,
 2 by such amounts as may be justified by reason
 3 of ordinary fluctuations in costs occurring after
 4 January 1, 2024, as indicated by the Bureau
 5 Construction Cost Index—Composite Trend, ex-
 6 cept for the OM&R trust funds which shall be
 7 adjusted based on the Bureau OM&R Cost
 8 Index; and

9 (B) adjusted to address construction cost
 10 changes necessary to account for unforeseen
 11 market volatility that may not otherwise be cap-
 12 tured by engineering cost indices as determined
 13 by the Secretary, including repricing applicable
 14 to the types of construction and current indus-
 15 try standards involved.

16 (3) REPETITION.—The adjustment process
 17 under paragraphs (1) and (2) shall be repeated for
 18 each subsequent amount appropriated until the
 19 amount appropriated and authorized to be appro-
 20 priated, as applicable, under subsections (a) and (b),
 21 as adjusted, has been appropriated.

22 (4) PERIOD OF INDEXING.—

23 (A) IMPLEMENTATION FUND.—With re-
 24 spect to the iiná bá – paa tuwaqat’si pipeline
 25 Implementation Fund Account, the period of

1 adjustment under paragraph (1) for any incre-
 2 ment of funding shall be annually until the iiná
 3 bá – paa tuwaqat’si pipeline project is com-
 4 pleted.

5 (B) TRUST FUNDS.—With respect to the
 6 Navajo Nation Water Settlement Trust Fund,
 7 the Hopi Tribe Water Settlement Trust Fund,
 8 and the San Juan Southern Paiute Water Set-
 9 tlement Trust Fund, the period of indexing ad-
 10 justment under paragraph (2) for any incre-
 11 ment of funding shall end on the date on which
 12 the funds are deposited into the Trust Funds.

13 **SEC. 14. WAIVERS, RELEASES, AND RETENTION OF CLAIMS.**

14 (a) WAIVERS, RELEASES AND RETENTION OF
 15 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
 16 AND INJURY TO WATER BY THE NAVAJO NATION, ON BE-
 17 HALF OF THE NAVAJO NATION AND THE MEMBERS OF
 18 THE NAVAJO NATION (BUT NOT MEMBERS IN THE CA-
 19 PACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AND
 20 THE UNITED STATES, ACTING AS TRUSTEE FOR THE
 21 NAVAJO NATION AND THE MEMBERS OF THE NAVAJO
 22 NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE
 23 MEMBERS AS NAVAJO ALLOTTEES) AGAINST THE STATE
 24 AND OTHERS.—

(1) IN GENERAL.—Except as provided in paragraph (3), the Navajo Nation, on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), as part of the performance of the respective obligations of the Navajo Nation and the United States under the Settlement Agreement and this Act, are authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, the Hopi Allottees, the San Juan Southern Paiute Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all of the following:

(A) Past, present, and future claims for Water Rights, including rights to Colorado River Water, for Navajo Land, arising from time immemorial and, thereafter, forever.

(B) Past, present, and future claims for Water Rights, including rights to Colorado River Water, arising from time immemorial

1 and, thereafter, forever, that are based on the
2 aboriginal occupancy of land within the State
3 by the Navajo Nation, the predecessors of the
4 Navajo Nation, the Members of the Navajo Na-
5 tion, or predecessors of the Members of the
6 Navajo Nation.

7 (C) Past and present claims for Injury to
8 Water Rights, including injury to rights to Col-
9 orado River Water, for Navajo Land, arising
10 from time immemorial through the Enforce-
11 ability Date.

12 (D) Past, present, and future claims for
13 Injury to Water for Navajo Land, arising from
14 time immemorial and, thereafter, forever.

15 (E) Past, present, and future claims for
16 Injury to Water Rights, including injury to
17 rights to Colorado River Water, arising from
18 time immemorial and, thereafter, forever, that
19 are based on the aboriginal occupancy of land
20 within the State by the Navajo Nation, the
21 predecessors of the Navajo Nation, the Mem-
22 bers of the Navajo Nation, or predecessors of
23 the Members of the Navajo Nation.

24 (F) Claims for Injury to Water Rights, in-
25 cluding injury to rights to Colorado River

1 Water, arising after the Enforceability Date,
2 for Navajo Land, resulting from the diversion
3 or Use of water outside of Navajo Land in a
4 manner not in violation of the Settlement
5 Agreement or State law.

6 (G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Settlement Agreement, any judgment or decree approving or incorporating the Settlement Agreement, or this Act.

12 (2) FORM; EFFECTIVE DATE.—The waiver and
13 release of claims described in paragraph (1) shall—

14 (A) be in the form described in Exhibit
15 13.1 to the Settlement Agreement; and

16 (B) take effect on the Enforceability Date.

17 (3) RETENTION OF CLAIMS.—Notwithstanding
18 the waiver and release of claims described in paragraph (1) and Exhibit 13.1 to the Settlement Agreement, the Navajo Nation, acting on behalf of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees), and the United States, acting as trustee for the Navajo Nation and the Members of the Navajo Nation (but not Members in

1 the capacity of the Members as Navajo Allottees),
2 shall retain any right—

3 (A) to assert claims for injuries to, and
4 seek enforcement of, the rights of the Navajo
5 Nation under the Settlement Agreement, wheth-
6 er those rights are generally stated or specifi-
7 cally described, or this Act, in any Federal or
8 State court of competent jurisdiction;

9 (B) to assert claims for injuries to, and
10 seek enforcement of, the rights of the Navajo
11 Nation under the LCR Decree and the Gila
12 River Adjudication Decree;

13 (C) to assert claims for Water Rights, for
14 land owned or acquired by the Navajo Nation
15 in fee, or held in trust by the United States for
16 the Navajo Nation, in the LCR Watershed pur-
17 suant to subparagraphs 4.11 and 4.12, of the
18 Settlement Agreement, or in the Gila River
19 Basin pursuant to subparagraphs 4.14 and
20 4.15 of the Settlement Agreement;

21 (D) to object to any claims for Water
22 Rights by or for—

23 (i) any Indian Tribe other than the
24 Hopi Tribe, the San Juan Southern Paiute
25 Tribe, and the Zuni Tribe; or

1 (ii) the United States acting on behalf
2 of any Indian Tribe, other than the Hopi
3 Tribe, the San Juan Southern Paiute
4 Tribe, and the Zuni Tribe; and

5 (E) to assert past, present, or future
6 claims for Injury to Water Rights against—

7 (i) any Indian Tribe other than the
8 Hopi Tribe, the San Juan Southern Paiute
9 Tribe, and the Zuni Tribe; or

10 (ii) the United States acting on behalf
11 of any Indian Tribe, other than the Hopi
12 Tribe, the San Juan Southern Paiute
13 Tribe, and the Zuni Tribe.

14 (b) WAIVERS, RELEASES AND RETENTION OF
15 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
16 AND INJURY TO WATER BY THE UNITED STATES, ACTING
17 AS TRUSTEE FOR THE NAVAJO ALLOTTEES AGAINST THE
18 STATE AND OTHERS.—

19 (1) IN GENERAL.—Except as provided in para-
20 graph (3), the United States, acting as trustee for
21 the Navajo Allottees, as part of the performance of
22 the obligations of the United States under the Set-
23 tlement Agreement and this Act, is authorized to
24 execute a waiver and release of all claims against the
25 State (or any agency or political subdivision of the

1 State), the Navajo Nation, the Hopi Tribe, the Hopi
2 Allottees, and the San Juan Southern Paiute Tribe,
3 and any other individual, entity, corporation, or mu-
4 nicipal corporation under Federal, State, or other
5 law, for all of the following:

6 (A) Past, present, and future claims for
7 Water Rights, including rights to Colorado
8 River Water, for Navajo Allotments, arising
9 from time immemorial and, thereafter, forever.

10 (B) Past, present, and future claims for
11 Water Rights, including rights to Colorado
12 River Water, arising from time immemorial
13 and, thereafter, forever, that are based on the
14 aboriginal occupancy of land within the State
15 by the Navajo Allottees or predecessors of the
16 Navajo Allottees.

17 (C) Past and present claims for Injury to
18 Water Rights, including injury to rights to Col-
19 orado River Water, for Navajo Allotments, aris-
20 ing from time immemorial through the Enforce-
21 ability Date.

22 (D) Past, present, and future claims for
23 Injury to Water for Navajo Allotments, arising
24 from time immemorial and, thereafter, forever.

1 (E) Past, present, and future claims for
2 Injury to Water Rights, including injury to
3 rights to Colorado River Water, arising from
4 time immemorial and, thereafter, forever, that
5 are based on the aboriginal occupancy of land
6 within the State by Navajo Allottees or prede-
7 cessors of the Navajo Allottees.

8 (F) Claims for Injury to Water Rights, in-
9 cluding injury to rights to Colorado River
10 Water, arising after the Enforceability Date,
11 for the Navajo Allotments, resulting from the
12 diversion or Use of water outside of Navajo Al-
13 lotments in a manner not in violation of the
14 Settlement Agreement or State law.

15 (G) Past, present, and future claims aris-
16 ing out of, or relating in any manner to, the ne-
17 gotiation, execution, or adoption of the Settle-
18 ment Agreement, any judgment or decree ap-
19 proving or incorporating the Settlement Agree-
20 ment, or this Act.

21 (2) FORM; EFFECTIVE DATE.—The waiver and
22 release of claims described in paragraph (1) shall—

23 (A) be in the form described in Exhibit
24 13.2 to the Settlement Agreement; and

25 (B) take effect on the Enforceability Date.

1 (3) RETENTION OF CLAIMS.—Notwithstanding
2 the waiver and release of claims described in para-
3 graph (1), the United States, acting as trustee for
4 the Navajo Allottees, shall retain any right—

5 (A) to assert claims for injuries to, and
6 seek enforcement of, the rights of the Navajo
7 Allottees under the Settlement Agreement,
8 whether those rights are generally stated or
9 specifically described, or this Act, in any Fed-
10 eral or State court of competent jurisdiction;

11 (B) to assert claims for injuries to, and
12 seek enforcement of, the rights of the Navajo
13 Allottees under the LCR Decree;

14 (C) to object to any claims for Water
15 Rights by or for—

16 (i) any Indian Tribe other than the
17 Navajo Nation, the Hopi Tribe, the San
18 Juan Southern Paiute Tribe, and the Zuni
19 Tribe; or

20 (ii) the United States acting on behalf
21 of any Indian Tribe other than the Navajo
22 Nation, the Hopi Tribe, the San Juan
23 Southern Paiute Tribe, and the Zuni
24 Tribe; and

1 (D) to assert past, present, or future
2 claims for Injury to Water Rights against—

3 (i) any Indian Tribe other than the
4 Navajo Nation, the Hopi Tribe, the San
5 Juan Southern Paiute Tribe, and the Zuni
6 Tribe; or

7 (ii) the United States acting on behalf
8 of any Indian Tribe other than the Navajo
9 Nation, the Hopi Tribe, the San Juan
10 Southern Paiute Tribe, and the Zuni
11 Tribe.

12 (c) WAIVERS, RELEASES AND RETENTION OF
13 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
14 AND INJURY TO WATER BY THE NAVAJO NATION, ON BE-
15 HALF OF THE NAVAJO NATION AND THE MEMBERS OF
16 THE NAVAJO NATION (BUT NOT MEMBERS IN THE CA-
17 PACITY OF THE MEMBERS AS NAVAJO ALLOTTEES),
18 AGAINST THE UNITED STATES.—

19 (1) IN GENERAL.—Except as provided in para-
20 graph (3), the Navajo Nation, acting on behalf of
21 the Navajo Nation and the Members of the Navajo
22 Nation (but not Members in the capacity of the
23 Members as Navajo Allottees), as part of the per-
24 formance of the obligations of the Navajo Nation
25 under the Settlement Agreement and this Act, is au-

1 thorized to execute a waiver and release of all claims
2 against the United States, including agencies, offi-
3 cials, and employees of the United States, under
4 Federal, State, or other law for all of the following:

5 (A) Past, present, and future claims for
6 Water Rights, including rights to Colorado
7 River Water, for Navajo Land arising from
8 time immemorial and, thereafter, forever.

9 (B) Past, present, and future claims for
10 Water Rights, including rights to Colorado
11 River Water, arising from time immemorial
12 and, thereafter, forever, that are based on the
13 aboriginal occupancy of land within the State
14 by the Navajo Nation, the predecessors of the
15 Navajo Nation, the Members of the Navajo Na-
16 tion, or predecessors of the Members of the
17 Navajo Nation.

18 (C) Claims for Water Rights within the
19 State that the United States, acting as trustee
20 for the Navajo Nation and Navajo Allottees, as-
21 serted or could have asserted in any proceeding,
22 except to the extent that such rights are recog-
23 nized as part of the Navajo Nation's Water
24 Rights under this Act.

1 (D) Past and present claims for Injury to
2 Water Rights, including injury to rights to Col-
3 orado River Water, for Navajo Land, arising
4 from time immemorial through the Enforce-
5 ability Date.

6 (E) Past, present, and future claims for
7 Injury to Water for Navajo Land, arising from
8 time immemorial and, thereafter, forever.

9 (F) Past, present, and future claims for
10 Injury to Water Rights, including injury to
11 rights to Colorado River Water, arising from
12 time immemorial and, thereafter, forever, that
13 are based on the aboriginal occupancy of land
14 within the State by the Navajo Nation, the
15 predecessors of the Navajo Nation, the Mem-
16 bers of the Navajo Nation, or predecessors of
17 the Members of the Navajo Nation.

18 (G) Claims for Injury to Water Rights, in-
19 cluding injury to rights to Colorado River
20 Water, arising after the Enforceability Date for
21 Navajo Land, resulting from the diversion or
22 Use of water outside of Navajo Land in a man-
23 ner not in violation of the Settlement Agree-
24 ment or State law.

1 (H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Settlement Agreement, any judgment or decree approving or incorporating the Settlement Agreement, or this Act.

7 (I) Past, present, and future claims arising out of, or relating in any manner to, United States Geological Survey monitoring and reporting activities described in paragraph 7.0 of the Settlement Agreement.

12 (J) Past, present, and future claims arising from time immemorial and, thereafter, forever, relating in any manner to Injury to Water or Injury to Water Rights based on the provisions of paragraphs 8.0 and 9.0 of the Settlement Agreement.

18 (K) Past and present claims for foregone benefits from non-Navajo Use of water, on and off Navajo Land (including water from all sources and for all Uses), within the State arising before the Enforceability Date.

23 (L) Past and present claims for damage, loss, or injury to land or natural resources due to loss of water or Water Rights, including

1 damages, losses, or injuries to hunting, fishing,
2 gathering, or cultural rights due to loss of
3 water or Water Rights, claims relating to inter-
4 ference with, diversion of, or taking of water, or
5 claims relating to a failure to protect, acquire,
6 replace, or develop water, Water Rights, or
7 water infrastructure, within the State, arising
8 before the Enforceability Date.

9 (M) Past and present claims arising before
10 the Enforceability Date from a failure to pro-
11 vide for operation, maintenance, or deferred
12 maintenance for any irrigation system or irriga-
13 tion project on Navajo Land.

14 (N) Past and present claims arising before
15 the Enforceability Date from a failure to estab-
16 lish or provide a municipal, rural, or industrial
17 water delivery system on Navajo Land.

18 (O) Past and present claims for damage,
19 loss, or injury to land or natural resources due
20 to construction, operation, and management of
21 irrigation projects on Navajo Land, including
22 damages, losses, or injuries to fish habitat,
23 wildlife, and wildlife habitat, within the State
24 arising before the Enforceability Date.

1 (P) Past and present claims arising before
2 the Enforceability Date from a failure to pro-
3 vide a dam safety improvement to a dam on
4 Navajo Land within the State.

5 (2) FORM; EFFECTIVE DATE.—The waiver and
6 release of claims described in paragraph (1) shall—

7 (A) be in the form described in Exhibit
8 13.3 to the Settlement Agreement; and

9 (B) take effect on the Enforceability Date.

10 (3) RETENTION OF CLAIMS.—Notwithstanding
11 the waiver and release of claims described in para-
12 graph (1) and Exhibit 13.3 to the Settlement Agree-
13 ment, the Navajo Nation and the Members of the
14 Navajo Nation (but not Members in the capacity of
15 the Members as Allottees) shall retain any right—

16 (A) to assert claims for injuries to, and
17 seek enforcement of, the rights of the Navajo
18 Nation under the Settlement Agreement, wheth-
19 er those rights are generally stated or specifi-
20 cally described, or this Act, in any Federal or
21 State court of competent jurisdiction;

22 (B) to assert claims for injuries to, and
23 seek enforcement of, the rights of the Navajo
24 Nation under the LCR Decree and the Gila
25 River Adjudication Decree;

1 (C) to assert claims for Water Rights for
2 land owned or acquired by the Navajo Nation
3 in fee in the LCR Watershed pursuant to sub-
4 paragraphs 4.11 and 4.12 of the Settlement
5 Agreement, or in the Gila River Basin pursuant
6 to subparagraphs 4.14 and 4.15 of the Settle-
7 ment Agreement;

8 (D) to object to any claims for Water
9 Rights by or for—

10 (i) any Indian Tribe other than the
11 Hopi Tribe, the San Juan Southern Paiute
12 Tribe, and the Zuni Tribe; or

13 (ii) the United States acting on behalf
14 of any Indian Tribe other than the Hopi
15 Tribe, the San Juan Southern Paiute
16 Tribe, and the Zuni Tribe; and

17 (E) to assert past, present, or future
18 claims for Injury to Water Rights against—

19 (i) any Indian Tribe other than the
20 Hopi Tribe, the San Juan Southern Paiute
21 Tribe, and the Zuni Tribe; or

22 (ii) the United States acting on behalf
23 of any Indian Tribe other than the Hopi
24 Tribe, the San Juan Southern Paiute
25 Tribe, and the Zuni Tribe.

1 (d) WAIVERS, RELEASES AND RETENTION OF
2 CLAIMS BY THE UNITED STATES IN ALL CAPACITIES
3 (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER
4 THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE
5 SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE
6 NAVAJO NATION AND THE MEMBERS OF THE NAVAJO
7 NATION.—

8 (1) IN GENERAL.—Except as provided in para-
9 graph (3), the United States, in all capacities (ex-
10 cept as trustee for an Indian Tribe other than the
11 Navajo Nation, the Hopi Tribe, and the San Juan
12 Southern Paiute Tribe), as part of the performance
13 of the obligations of the United States under the
14 Settlement Agreement and this Act, is authorized to
15 execute a waiver and release of all claims against the
16 Navajo Nation, the Members of the Navajo Nation,
17 or any agency, official, or employee of the Navajo
18 Nation, under Federal, State, or any other law for
19 all of the following:

20 (A) Past and present claims for Injury to
21 Water Rights, including injury to rights to Col-
22 orado River Water, resulting from the diversion
23 or Use of water on Navajo Land, arising from
24 time immemorial through the Enforceability
25 Date.

1 (B) Claims for Injury to Water Rights, in-
2 cluding injury to rights to Colorado River
3 Water, arising after the Enforceability Date, re-
4 sulting from the diversion or Use of water on
5 Navajo Land in a manner that is not in viola-
6 tion of this Agreement or State law.

7 (C) Past, present, and future claims aris-
8 ing out of, or related in any manner to, the ne-
9 gotiation, execution, or adoption of the Settle-
10 ment Agreement, any judgment or decree ap-
11 proving or incorporating the Settlement Agree-
12 ment, or this Act.

13 (2) FORM; EFFECTIVE DATE.—The waiver and
14 release of claims described in paragraph (1) shall—

15 (A) be in the form described in Exhibit
16 13.4 to the Settlement Agreement; and

17 (B) take effect on the Enforceability Date.

18 (3) RETENTION OF CLAIMS.—Notwithstanding
19 the waiver and release of claims described in para-
20 graph (1) and Exhibit 13.4 to the Settlement Agree-
21 ment, the United States shall retain any right to as-
22 sert any claim not expressly waived in accordance
23 with that paragraph and that Exhibit, in any Fed-
24 eral or State court of competent jurisdiction.

1 (e) WAIVERS, RELEASES AND RETENTION OF
2 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
3 AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF
4 OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI
5 TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE
6 MEMBERS AS HOPI ALLOTTEES), AND THE UNITED
7 STATES, ACTING AS TRUSTEE FOR THE HOPI TRIBE AND
8 THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS
9 IN THE CAPACITY OF THE MEMBERS AS HOPI
10 ALLOTTEES) AGAINST THE STATE AND OTHERS.—

11 (1) IN GENERAL.—Except as provided in para-
12 graph (3), the Hopi Tribe, on behalf of the Hopi
13 Tribe and the Members of the Hopi Tribe (but not
14 Members in the capacity of the Members as Hopi
15 Allottees), and the United States, acting as trustee
16 for the Hopi Tribe and the Members of the Hopi
17 Tribe (but not Members in the capacity of the Mem-
18 bers as Hopi Allottees), as part of the performance
19 of the respective obligations of the Hopi Tribe and
20 the United States under the Settlement Agreement
21 and this Act, are authorized to execute a waiver and
22 release of all claims against the State (or any agency
23 or political subdivision of the State), the Navajo Na-
24 tion, the Navajo Allottees, the San Juan Southern
25 Paiute Tribe, and any other individual, entity, cor-

1 poration, or municipal corporation under Federal,
2 State, or other law for all of the following:

3 (A) Past, present, and future claims for
4 Water Rights, including rights to Colorado
5 River Water, for Hopi Land, arising from time
6 immemorial and, thereafter, forever.

7 (B) Past, present, and future claims for
8 Water Rights, including rights to Colorado
9 River Water, arising from time immemorial
10 and, thereafter, forever, that are based on the
11 aboriginal occupancy of land within the State
12 by the Hopi Tribe, the predecessors of the Hopi
13 Tribe, the Members of the Hopi Tribe, or pred-
14 ecessors of the Members of the Hopi Tribe.

15 (C) Past and present claims for Injury to
16 Water Rights, including injury to rights to Col-
17 orado River Water, for Hopi Land, arising from
18 time immemorial through the Enforceability
19 Date.

20 (D) Past, present, and future claims for
21 Injury to Water for Hopi Land, arising from
22 time immemorial and, thereafter, forever.

23 (E) Past, present, and future claims for
24 Injury to Water Rights, including injury to
25 rights to Colorado River Water, arising from

1 time immemorial and, thereafter, forever, that
2 are based on the aboriginal occupancy of land
3 within the State by the Hopi Tribe, the prede-
4 cessors of the Hopi Tribe, the Members of the
5 Hopi Tribe, or predecessors of the Members of
6 the Hopi Tribe.

7 (F) Claims for Injury to Water Rights, in-
8 cluding injury to rights to Colorado River
9 Water, arising after the Enforceability Date,
10 for Hopi Land, resulting from the diversion or
11 Use of water outside of Hopi Land in a manner
12 not in violation of the Settlement Agreement or
13 State law.

14 (G) Past, present, and future claims aris-
15 ing out of, or relating in any manner to, the ne-
16 gotiation, execution, or adoption of the Settle-
17 ment Agreement, any judgment or decree ap-
18 proving or incorporating the Settlement Agree-
19 ment, or this Act.

20 (2) FORM; EFFECTIVE DATE.—The waiver and
21 release of claims described in paragraph (1) shall—

22 (A) be in the form described in Exhibit
23 13.6 to the Settlement Agreement; and

24 (B) take effect on the Enforceability Date.

1 (3) RETENTION OF CLAIMS.—Notwithstanding
2 the waiver and release of claims described in para-
3 graph (1) and Exhibit 13.6 to the Settlement Agree-
4 ment, the Hopi Tribe, acting on behalf of the Hopi
5 Tribe and the Members of the Hopi Tribe (but not
6 Members in the capacity of the Members as Hopi
7 Allottees), and the United States, acting as trustee
8 for the Hopi Tribe and the Members of the Hopi
9 Tribe (but not Members in the capacity of the Mem-
10 bers as Hopi Allottees), shall retain any right—

11 (A) to assert claims for injuries to, and
12 seek enforcement of, the rights of the Hopi
13 Tribe under the Settlement Agreement, whether
14 those rights are generally stated or specifically
15 described, or this Act, in any Federal or State
16 court of competent jurisdiction;

17 (B) to assert claims for injuries to, and
18 seek enforcement of, the rights of the Hopi
19 Tribe under the LCR Decree;

20 (C) to assert claims for Water Rights for
21 land owned or acquired by the Hopi Tribe in
22 fee, or held in trust by the United States for
23 the Hopi Tribe, in the LCR Watershed pursu-
24 ant to subparagraphs 5.10 and 5.11 of the Set-
25 tlement Agreement;

1 (D) to object to any claims for Water
2 Rights by or for—

3 (i) any Indian Tribe other than the
4 Navajo Nation, the San Juan Southern
5 Paiute Tribe, and the Zuni Tribe; or

6 (ii) the United States acting on behalf
7 of any Indian Tribe, other than the Navajo
8 Nation, the San Juan Southern Paiute
9 Tribe, and the Zuni Tribe; and

10 (E) to assert past, present, or future
11 claims for Injury to Water Rights against—

12 (i) any Indian Tribe other than the
13 Navajo Nation, the San Juan Southern
14 Paiute Tribe, and the Zuni Tribe; or

15 (ii) the United States acting on behalf
16 of any Indian Tribe, other than the Navajo
17 Nation, the San Juan Southern Paiute
18 Tribe, and the Zuni Tribe.

19 (f) WAIVERS, RELEASES AND RETENTION OF CLAIMS
20 FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND
21 INJURY TO WATER BY THE UNITED STATES, ACTING AS
22 TRUSTEE FOR THE HOPI ALLOTTEES AGAINST THE
23 STATE AND OTHERS.—

24 (1) IN GENERAL.—Except as provided in para-
25 graph (3), the United States, acting as trustee for

1 the Hopi Allottees, as part of the performance of the
2 obligations of the United States under the Settle-
3 ment Agreement and this Act, is authorized to exe-
4 cute a waiver and release of all claims against the
5 State (or any agency or political subdivision of the
6 State), the Hopi Tribe, the Navajo Nation, the Nav-
7 ajo Allottees, and the San Juan Southern Paiute
8 Tribe, and any other individual, entity, corporation,
9 or municipal corporation under Federal, State, or
10 other law, for all of the following:

11 (A) Past, present, and future claims for
12 Water Rights, including rights to Colorado
13 River Water, for Hopi Allotments, arising from
14 time immemorial, and, thereafter, forever.

15 (B) Past, present, and future claims for
16 Water Rights, including rights to Colorado
17 River Water, arising from time immemorial
18 and, thereafter, forever, that are based on the
19 aboriginal occupancy of land within the State
20 by the Hopi Allottees or predecessors of the
21 Hopi Allottees.

22 (C) Past and present claims for Injury to
23 Water Rights, including injury to rights to Col-
24 orado River Water, for Hopi Allotments, arising

1 from time immemorial through the Enforce-
2 ability Date.

3 (D) Past, present, and future claims for
4 Injury to Water for Hopi Allotments, arising
5 from time immemorial and, thereafter, forever.

6 (E) Past, present, and future claims for
7 Injury to Water Rights, including injury to
8 rights to Colorado River Water, arising from
9 time immemorial and, thereafter, forever, that
10 are based on the aboriginal occupancy of land
11 within the State by Hopi Allottees or prede-
12 cessors of the Hopi Allottees.

13 (F) Claims for Injury to Water Rights, in-
14 cluding injury to rights to Colorado River
15 Water, arising after the Enforceability Date,
16 for the Hopi Allotments, resulting from the di-
17 version or Use of water outside of the Hopi Al-
18 lotments in a manner not in violation of the
19 Settlement Agreement or State law.

20 (G) Past, present, and future claims aris-
21 ing out of, or relating in any manner to, the ne-
22 gotiation, execution, or adoption of the Settle-
23 ment Agreement, any judgment or decree ap-
24 proving or incorporating the Settlement Agree-
25 ment, or this Act.

1 (2) FORM; EFFECTIVE DATE.—The waiver and
2 release of claims described in paragraph (1) shall—

3 (A) be in the form described in Exhibit
4 13.7 of the Settlement Agreement; and

5 (B) take effect on the Enforceability Date.

6 (3) RETENTION OF CLAIMS.—Notwithstanding
7 the waiver and release of claims described in para-
8 graph (1) and Exhibit 13.7 of the Settlement Agree-
9 ment, the United States acting as trustee for the
10 Hopi Allottees, shall retain any right—

11 (A) to assert claims for injuries to, and
12 seek enforcement of, the rights of the Hopi
13 Allottees under the Settlement Agreement,
14 whether those rights are generally stated or
15 specifically described, or this Act, in any Fed-
16 eral or State court of competent jurisdiction;

17 (B) to assert claims for injuries to, and
18 seek enforcement of, the rights of the Hopi
19 Allottees under the LCR Decree;

20 (C) to object to any claims for Water
21 Rights by or for—

22 (i) any Indian Tribe other than the
23 Hopi Tribe, the Navajo Nation, the San
24 Juan Southern Paiute Tribe, and the Zuni
25 Tribe; or

1 (ii) the United States acting on behalf
2 of any Indian Tribe other than the Hopi
3 Tribe, the Navajo Nation, the San Juan
4 Southern Paiute Tribe, and the Zuni
5 Tribe; and

6 (D) to assert past, present, or future
7 claims for Injury to Water Rights against—

8 (i) any Indian Tribe other than the
9 Hopi Tribe, the Navajo Nation, the San
10 Juan Southern Paiute Tribe, and the Zuni
11 Tribe; or

12 (ii) the United States acting on behalf
13 of any Indian Tribe other than the Hopi
14 Tribe, the Navajo Nation, the San Juan
15 Southern Paiute Tribe, and the Zuni
16 Tribe.

17 (g) WAIVERS, RELEASES AND RETENTION OF
18 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
19 AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF
20 OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI
21 TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE
22 MEMBERS AS HOPI ALLOTTEES), AGAINST THE UNITED
23 STATES.—

24 (1) IN GENERAL.—Except as provided in para-
25 graph (3), the Hopi Tribe, acting on behalf of the

1 Hopi Tribe and the Members of the Hopi Tribe (but
2 not Members in the capacity of the Members as
3 Hopi Allottees), as part of the performance of the
4 obligations of the Hopi Tribe under the Settlement
5 Agreement and this Act, is authorized to execute a
6 waiver and release of all claims against the United
7 States, including agencies, officials, and employees
8 of the United States, under Federal, State, or other
9 law for all of the following:

10 (A) Past, present, and future claims for
11 Water Rights, including rights to Colorado
12 River Water, for Hopi Land, arising from time
13 immemorial and, thereafter, forever.

14 (B) Past, present, and future claims for
15 Water Rights, including rights to Colorado
16 River Water, arising from time immemorial
17 and, thereafter, forever, that are based on the
18 aboriginal occupancy of land within the State
19 by the Hopi Tribe, the predecessors of the Hopi
20 Tribe, the Members of the Hopi Tribe, or pred-
21 ecessors of the Members of the Hopi Tribe.

22 (C) Claims for Water Rights within the
23 State that the United States, acting as trustee
24 for the Hopi Tribe and Hopi Allottees, asserted
25 or could have asserted in any proceeding, except

1 to the extent that such rights are recognized as
2 part of the Hopi Tribe's Water Rights under
3 this Act.

4 (D) Past and present claims for Injury to
5 Water Rights, including injury to rights to Col-
6 orado River Water, for Hopi Land, arising from
7 time immemorial through the Enforceability
8 Date.

9 (E) Past, present, and future claims for
10 Injury to Water for Hopi Land, arising from
11 time immemorial and, thereafter, forever.

12 (F) Past, present, and future claims for
13 Injury to Water Rights, including injury to
14 rights to Colorado River Water, arising from
15 time immemorial and, thereafter, forever, that
16 are based on the aboriginal occupancy of land
17 within the State by the Hopi Tribe, the prede-
18 cessors of the Hopi Tribe, the Members of the
19 Hopi Tribe, or predecessors of the Members of
20 the Hopi Tribe.

21 (G) Claims for Injury to Water Rights, in-
22 cluding injury to rights to Colorado River
23 Water, arising after the Enforceability Date for
24 Hopi Land, resulting from the diversion or Use
25 of water outside of Hopi Land in a manner not

1 in violation of the Settlement Agreement or
2 State law.

3 (H) Past, present, and future claims arising
4 out of, or relating in any manner to, the negotiation,
5 execution, or adoption of the Settlement Agreement,
6 any judgment or decree approving or incorporating the
7 Settlement Agreement, or this Act.

8
9 (I) Past, present, and future claims arising
10 out of, or relating in any manner to, United
11 States Geological Survey monitoring and reporting
12 activities described in paragraph 7.0 of
13 the Settlement Agreement.

14 (J) Past, present, and future claims arising
15 from time immemorial and, thereafter, forever,
16 relating in any manner to Injury to Water or Injury
17 to Water Rights based on the provisions of paragraphs
18 8.0 and 9.0 of the Settlement Agreement.

19
20 (K) Past and present claims for foregone
21 benefits from non-Hopi Use of water, on and
22 off Hopi Land (including water from all sources
23 and for all Uses), within the State arising before
24 the Enforceability Date.

1 (L) Past and present claims for damage,
2 loss, or injury to land, or natural resources due
3 to loss of water or Water Rights, including
4 damages, losses, or injuries to hunting, fishing,
5 gathering, or cultural rights due to loss of
6 water or Water Rights, claims relating to inter-
7 ference with, diversion of, or taking of water, or
8 claims relating to a failure to protect, acquire,
9 replace, or develop water, Water Rights, or
10 water infrastructure, within the State, arising
11 before the Enforceability Date.

12 (M) Past and present claims arising before
13 the Enforceability Date from a failure to pro-
14 vide for operation, maintenance, or deferred
15 maintenance for any irrigation system or irriga-
16 tion project on Hopi Land.

17 (N) Past and present claims arising before
18 the Enforceability Date from a failure to estab-
19 lish or provide a municipal, rural, or industrial
20 water delivery system on Hopi Land.

21 (O) Past and present claims for damage,
22 loss, or injury to land or natural resources due
23 to construction, operation, and management of
24 irrigation projects on Hopi Land, including
25 damages, losses, or injuries to fish habitat,

1 wildlife, and wildlife habitat, within the State
2 arising before the Enforceability Date.

3 (2) FORM; EFFECTIVE DATE.—The waiver and
4 release of claims described in paragraph (1) shall—

5 (A) be in the form described in Exhibit
6 13.8 to the Settlement Agreement; and

7 (B) take effect on the Enforceability Date.

8 (3) RETENTION OF CLAIMS.—Notwithstanding
9 the waiver and release of claims described in para-
10 graph (1) and Exhibit 13.8 to the Settlement Agree-
11 ment, the Hopi Tribe and the Members of the Hopi
12 Tribe (but not Members in the capacity of the Mem-
13 bers as Hopi Allottees) shall retain any right—

14 (A) to assert claims for injuries to, and
15 seek enforcement of, the rights of the Hopi
16 Tribe under the Settlement Agreement, whether
17 those rights are generally stated or specifically
18 described, or this Act, in any Federal or State
19 court of competent jurisdiction;

20 (B) to assert claims for injuries to, and
21 seek enforcement of, the rights of the Hopi
22 Tribe under the LCR Decree;

23 (C) to assert claims for Water Rights for
24 land owned or acquired by the Hopi Tribe in
25 fee in the LCR Watershed pursuant to subpara-

1 graphs 5.10 and 5.11 of the Settlement Agree-
2 ment;

3 (D) to object to any claims for Water
4 Rights by or for—

5 (i) any Indian Tribe other than the
6 Navajo Nation, the San Juan Southern
7 Paiute Tribe, and the Zuni Tribe; or

8 (ii) the United States acting on behalf
9 of any Indian Tribe other than the Navajo
10 Nation, the San Juan Southern Paiute
11 Tribe, and the Zuni Tribe; and

12 (E) to assert past, present, or future
13 claims for Injury to Water Rights against—

14 (i) any Indian Tribe other than the
15 Navajo Nation, the San Juan Southern
16 Paiute Tribe, and the Zuni Tribe; or

17 (ii) the United States acting on behalf
18 of any Indian Tribe other than the Navajo
19 Nation, the San Juan Southern Paiute
20 Tribe, and the Zuni Tribe.

21 (h) WAIVERS, RELEASES AND RETENTION OF
22 CLAIMS BY THE UNITED STATES IN ALL CAPACITIES
23 (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER
24 THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE

1 SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE
2 HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE.—

3 (1) IN GENERAL.—Except as provided in para-
4 graph (3), the United States, in all capacities (ex-
5 cept as trustee for an Indian Tribe other than the
6 Navajo Nation, the Hopi Tribe, and the San Juan
7 Southern Paiute Tribe), as part of the performance
8 of the obligations of the United States under the
9 Settlement Agreement and this Act, is authorized to
10 execute a waiver and release of all claims against the
11 Hopi Tribe, the Members of the Hopi Tribe, or any
12 agency, official, or employee of the Hopi Tribe,
13 under Federal, State, or any other law for all of the
14 following:

15 (A) Past and present claims for Injury to
16 Water Rights, including injury to rights to Col-
17 orado River Water, resulting from the diversion
18 or Use of water on Hopi Land arising from
19 time immemorial through the Enforceability
20 Date.

21 (B) Claims for Injury to Water Rights, in-
22 cluding injury to rights to Colorado River
23 Water, arising after the Enforceability Date, re-
24 sulting from the diversion or Use of water on

1 Hopi Land in a manner that is not in violation
2 of the Settlement Agreement or State law.

3 (C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the Settlement Agreement, any judgment or decree approving or incorporating the Settlement Agreement, or this Act.

9 (2) FORM; EFFECTIVE DATE.—The waiver and
10 release of claims described in paragraph (1) shall—

11 (A) be in the form described in Exhibit
12 13.9 to the Settlement Agreement; and

13 (B) take effect on the Enforceability Date.

14 (3) RETENTION OF CLAIMS.—Notwithstanding
15 the waiver and release of claims described in paragraph (1) and Exhibit 13.9 to the Settlement Agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that paragraph and that Exhibit, in any Federal or State court of competent jurisdiction.

21 (i) WAIVERS, RELEASES AND RETENTION OF CLAIMS
22 FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND
23 INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE
24 TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE
25 TRIBE AND THE MEMBERS OF THE SAN JUAN

1 SOUTHERN PAIUTE TRIBE, AND THE UNITED STATES,
2 ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAI-
3 UTE TRIBE AND THE MEMBERS OF THE SAN JUAN
4 SOUTHERN PAIUTE TRIBE AGAINST THE STATE AND
5 OTHERS.—

6 (1) IN GENERAL.—Except as provided in para-
7 graph (3), the San Juan Southern Paiute Tribe, on
8 behalf of the San Juan Southern Paiute Tribe and
9 the Members of the San Juan Southern Paiute
10 Tribe, and the United States, acting as trustee for
11 the San Juan Southern Paiute Tribe and the Mem-
12 bers of the San Juan Southern Paiute Tribe, as part
13 of the performance of the respective obligations of
14 the San Juan Southern Paiute Tribe and the United
15 States under the Settlement Agreement and this
16 Act, is authorized to execute a waiver and release of
17 all claims against the State (or any agency or polit-
18 ical subdivision of the State), the Hopi Tribe, the
19 Hopi Allottees, the Navajo Nation, the Navajo
20 Allottees, and any other individual, entity, corpora-
21 tion, or municipal corporation under Federal, State,
22 or other law for all of the following:

23 (A) Past, present, and future claims for
24 Water Rights, including rights to Colorado
25 River Water, for San Juan Southern Paiute

1 Land, arising from time immemorial and, there-
2 after, forever.

3 (B) Past, present, and future claims for
4 Water Rights, including rights to Colorado
5 River Water, arising from time immemorial
6 and, thereafter, forever, that are based on the
7 aboriginal occupancy of land within the State
8 by the San Juan Southern Paiute Tribe, the
9 predecessors of the San Juan Southern Paiute
10 Tribe, the Members of the San Juan Southern
11 Paiute Tribe, or predecessors of the Members of
12 the San Juan Southern Paiute Tribe.

13 (C) Past and present claims for Injury to
14 Water Rights, including injury to rights to Col-
15 orado River Water, for San Juan Southern Pai-
16 ute Land, arising from time immemorial
17 through the Enforceability Date.

18 (D) Past, present, and future claims for
19 Injury to Water for San Juan Southern Paiute
20 Land, arising from time immemorial and, there-
21 after, forever.

22 (E) Past, present, and future claims for
23 Injury to Water Rights, including injury to
24 rights to Colorado River Water, arising from
25 time immemorial and, thereafter, forever, that

1 are based on the aboriginal occupancy of land
2 within the State by the San Juan Southern Paiute
3 Tribe, the predecessors of the San Juan
4 Southern Paiute Tribe, the Members of the San
5 Juan Southern Paiute Tribe, or predecessors of
6 the Members of the San Juan Southern Paiute
7 Tribe.

8 (F) Claims for Injury to Water Rights, in-
9 cluding injury to rights to Colorado River
10 Water, arising after the Enforceability Date,
11 for San Juan Southern Paiute Land, resulting
12 from the diversion or Use of water outside of
13 San Juan Southern Paiute Land in a manner
14 not in violation of the Settlement Agreement or
15 State law.

16 (G) Past, present, and future claims arising
17 out of, or relating in any manner to, the ne-
18 gotiation, execution, or adoption of the Settle-
19 ment Agreement, any judgment or decree ap-
20 proving or incorporating the Settlement Agree-
21 ment, or this Act.

22 (2) FORM; EFFECTIVE DATE.—The waiver and
23 release of claims described in paragraph (1) shall—

24 (A) be in the form described in Exhibit
25 13.11 to the Settlement Agreement; and

1 (B) take effect on the Enforceability Date.

2 (3) RETENTION OF CLAIMS.—Notwithstanding
3 the waiver and release of claims described in para-
4 graph (1) and Exhibit 13.11 to the Settlement
5 Agreement, the San Juan Southern Paiute Tribe,
6 acting on behalf of the San Juan Southern Paiute
7 Tribe and the Members of the San Juan Southern
8 Paiute Tribe, and the United States, acting as trust-
9 ee for the San Juan Southern Paiute Tribe and the
10 Members of the San Juan Southern Paiute Tribe,
11 shall retain any right—

12 (A) to assert claims for injuries to, and
13 seek enforcement of, the rights of the San Juan
14 Southern Paiute Tribe under the Settlement
15 Agreement, whether those rights are generally
16 stated or specifically described, or this Act, in
17 any Federal or State court of competent juris-
18 diction;

19 (B) to assert claims for injuries to, and
20 seek enforcement of, the rights of the San Juan
21 Southern Paiute Tribe under the LCR Decree;

22 (C) to assert claims for Water Rights for
23 land owned or acquired by the San Juan South-
24 ern Paiute Tribe in fee or held in trust by the
25 United States for the San Juan Southern Pai-

1 ute Tribe in the LCR Watershed pursuant to
2 subparagraphs 6.4 and 6.5 of the Settlement
3 Agreement;

4 (D) to object to any claims for Water
5 Rights by or for—

6 (i) any Indian Tribe other than the
7 Hopi Tribe, the Navajo Nation, and the
8 Zuni Tribe; or

9 (ii) the United States acting on behalf
10 of any Indian Tribe, other than the Hopi
11 Tribe, the Navajo Nation, and the Zuni
12 Tribe; and

13 (E) to assert past, present, or future
14 claims for Injury to Water Rights against—

15 (i) any Indian Tribe other than the
16 Hopi Tribe, the Navajo Nation, and the
17 Zuni Tribe; or

18 (ii) the United States acting on behalf
19 of any Indian Tribe, other than the Hopi
20 Tribe, the Navajo Nation, and the Zuni
21 Tribe.

22 (j) WAIVERS, RELEASES AND RETENTION OF CLAIMS
23 FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND
24 INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE
25 TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAI-

1 UTE TRIBE AND THE MEMBERS OF THE SAN JUAN
2 SOUTHERN PAIUTE TRIBE, AGAINST THE UNITED
3 STATES.—

4 (1) IN GENERAL.—Except as provided in para-
5 graph (3), the San Juan Southern Paiute Tribe, act-
6 ing on behalf of the San Juan Southern Paiute
7 Tribe and the Members of the San Juan Southern
8 Paiute Tribe, as part of the performance of the obli-
9 gations of the San Juan Southern Paiute Tribe
10 under the Settlement Agreement and this Act, is au-
11 thorized to execute a waiver and release of all claims
12 against the United States, including agencies, offi-
13 cials, and employees of the United States, under
14 Federal, State, or other law for all of the following:

15 (A) Past, present, and future claims for
16 Water Rights, including rights to Colorado
17 River Water, for San Juan Southern Paiute
18 Land, arising from time immemorial and, there-
19 after, forever.

20 (B) Past, present, and future claims for
21 Water Rights, including rights to Colorado
22 River Water, arising from time immemorial
23 and, thereafter, forever, that are based on the
24 aboriginal occupancy of land within the State
25 by the San Juan Southern Paiute Tribe, the

1 predecessors of the San Juan Southern Paiute
2 Tribe, the Members of the San Juan Southern
3 Paiute Tribe, or predecessors of the Members of
4 the San Juan Southern Paiute Tribe.

5 (C) Claims for Water Rights within the
6 State that the United States, acting as trustee
7 for the San Juan Southern Paiute Tribe, as-
8 serted or could have asserted in any proceeding,
9 except to the extent that such rights are recog-
10 nized as part of the San Juan Southern Paiute
11 Tribe's Water Rights under this Act.

12 (D) Past and present claims for Injury to
13 Water Rights, including injury to rights to Col-
14 orado River Water, for San Juan Southern Pai-
15 ute Land, arising from time immemorial
16 through the Enforceability Date.

17 (E) Past, present, and future claims for
18 Injury to Water for San Juan Southern Paiute
19 Land, arising from time immemorial and, there-
20 after, forever.

21 (F) Past, present, and future claims for
22 Injury to Water Rights, including injury to
23 rights to Colorado River Water, arising from
24 time immemorial and, thereafter, forever, that
25 are based on the aboriginal occupancy of land

1 within the State by the San Juan Southern Pai-
2 ute Tribe, the predecessors of the San Juan
3 Southern Paiute Tribe, the Members of the San
4 Juan Southern Paiute Tribe, or predecessors of
5 the Members of the San Juan Southern Paiute
6 Tribe.

7 (G) Claims for Injury to Water Rights, in-
8 cluding injury to rights to Colorado River
9 Water, arising after the Enforceability Date for
10 San Juan Southern Paiute Land, resulting
11 from the diversion or Use of water outside of
12 San Juan Southern Paiute Land in a manner
13 not in violation of this Agreement or State law.

14 (H) Past, present, and future claims aris-
15 ing out of, or relating in any manner to, the ne-
16 gotiation, execution, or adoption of this Agree-
17 ment, any judgment or decree approving or in-
18 corporating this Agreement, or this Act.

19 (I) Past, present, and future claims arising
20 out of, or relating in any manner to, United
21 States Geological Survey monitoring and re-
22 porting activities described in paragraph 7.0 of
23 the Settlement Agreement.

24 (J) Past, present, and future claims aris-
25 ing from time immemorial and, thereafter, for-

1 ever, relating in any manner to Injury to Water
2 or Injury to Water Rights based on the provi-
3 sions of paragraphs 8.0 and 9.0 of the Settle-
4 ment Agreement.

5 (K) Past and present claims for foregone
6 benefits from non-San Juan Southern Paiute
7 Tribe Use of water, on and off San Juan
8 Southern Paiute Land (including water from all
9 sources and for all Uses), within the State aris-
10 ing before the Enforceability Date.

11 (L) Past and present claims for damage,
12 loss, or injury to land, or natural resources due
13 to loss of water or Water Rights, including
14 damages, losses, or injuries to hunting, fishing,
15 gathering, or cultural rights due to loss of
16 water or Water Rights, claims relating to inter-
17 ference with, diversion of, or taking of water, or
18 claims relating to a failure to protect, acquire,
19 replace, or develop water, Water Rights, or
20 water infrastructure, within the State, arising
21 before the Enforceability Date.

22 (M) Past and present claims arising before
23 the Enforceability Date from a failure to pro-
24 vide for operation, maintenance, or deferred
25 maintenance for any irrigation system or irriga-

1 tion project on San Juan Southern Paiute
2 Land.

3 (N) Past and present claims arising before
4 the Enforceability Date from a failure to estab-
5 lish or provide a municipal, rural, or industrial
6 water delivery system on San Juan Southern
7 Paiute Land.

8 (O) Past and present claims for damage,
9 loss, or injury to land or natural resources due
10 to construction, operation, and management of
11 irrigation projects on San Juan Southern Pai-
12 ute Land, including damages, losses, or injuries
13 to fish habitat, wildlife, and wildlife habitat,
14 within the State arising before the Enforce-
15 ability Date.

16 (2) FORM; EFFECTIVE DATE.—The waiver and
17 release of claims described in paragraph (1) shall
18 be—

19 (A) in the form described in Exhibit 13.12
20 to the Settlement Agreement; and

21 (B) take effect on the Enforceability Date.

22 (3) RETENTION OF CLAIMS.—Notwithstanding
23 the waiver and release of claims described in para-
24 graph (1) and Exhibit 13.12 to the Settlement
25 Agreement, the San Juan Southern Paiute Tribe,

1 acting on behalf of the San Juan Southern Paiute
2 Tribe and the Members of the San Juan Southern
3 Paiute Tribe shall retain any right—

4 (A) to assert claims for injuries to, and
5 seek enforcement of, the rights of the San Juan
6 Southern Paiute Tribe under the Settlement
7 Agreement, whether those rights are generally
8 stated or specifically described, or this Act, in
9 any Federal or State court of competent juris-
10 diction;

11 (B) to assert claims for injuries to, and
12 seek enforcement of, the rights of the San Juan
13 Southern Paiute Tribe under the LCR Decree;

14 (C) to assert claims for Water Rights for
15 land owned or acquired by the San Juan South-
16 ern Paiute Tribe in fees in the LCR Watershed
17 pursuant to subparagraphs 6.4 and 6.5 of the
18 Settlement Agreement;

19 (D) to object to any claims for Water
20 Rights by or for—

21 (i) any Indian Tribe other than the
22 Hopi Tribe, the Navajo Nation, and the
23 Zuni Tribe; or

24 (ii) the United States acting on behalf
25 of any Indian Tribe, other than the Hopi

1 Tribe, the Navajo Nation, and the Zuni
2 Tribe; and

3 (E) to assert past, present, or future
4 claims for Injury to Water Rights against—

5 (i) any Indian Tribe other than the
6 Hopi Tribe, the Navajo Nation, and the
7 Zuni Tribe; or

8 (ii) the United States acting on behalf
9 of any Indian Tribe, other than the Hopi
10 Tribe, the Navajo Nation, and the Zuni
11 Tribe.

12 (k) WAIVERS, RELEASES AND RETENTION OF
13 CLAIMS BY THE UNITED STATES IN ALL CAPACITIES
14 (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER
15 THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE
16 SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE SAN
17 JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF
18 THE SAN JUAN SOUTHERN PAIUTE TRIBE.—

19 (1) IN GENERAL.—Except as provided in para-
20 graph (3), the United States, in all capacities (ex-
21 cept as trustee for an Indian Tribe other than the
22 Navajo Nation, the Hopi Tribe, and the San Juan
23 Southern Paiute Tribe), as part of the performance
24 of the obligations of the United States under the
25 Settlement Agreement and this Act, is authorized to

1 execute a waiver and release of all claims against the
2 San Juan Southern Paiute Tribe, the Members of
3 the San Juan Southern Paiute Tribe, or any agency,
4 official, or employee of the San Juan Southern Pai-
5 ute Tribe, under Federal, State, or any other law for
6 all:

7 (A) Past and present claims for Injury to
8 Water Rights, including injury to rights to Col-
9 orado River Water, resulting from the diversion
10 or Use of water on San Juan Southern Paiute
11 Land arising from time immemorial through
12 the Enforceability Date.

13 (B) Claims for Injury to Water Rights, in-
14 cluding injury to rights to Colorado River
15 Water, arising after the Enforceability Date, re-
16 sulting from the diversion or Use of water on
17 San Juan Southern Paiute Land in a manner
18 that is not in violation of the Settlement Agree-
19 ment or State law.

20 (C) Past, present, and future claims aris-
21 ing out of, or related in any manner to, the ne-
22 gotiation, execution, or adoption of the Settle-
23 ment Agreement, any judgment or decree ap-
24 proving or incorporating the Settlement Agree-
25 ment, or this Act.

1 (2) FORM; EFFECTIVE DATE.—The waiver and
2 release of claims described in paragraph (1) shall—

3 (A) be in the form described in Exhibit
4 13.13 to the Settlement Agreement; and

5 (B) take effect on the Enforceability Date.

6 (3) RETENTION OF CLAIMS.—Notwithstanding
7 the waiver and release of claims described in para-
8 graph (1) and Exhibit 13.13 to the Settlement
9 Agreement, the United States shall retain any right
10 to assert any claim not expressly waived in accord-
11 ance with that paragraph and that Exhibit, in any
12 Federal or State court of competent jurisdiction.

13 **SEC. 15. SATISFACTION OF WATER RIGHTS AND OTHER**
14 **BENEFITS.**

15 (a) NAVAJO NATION AND THE MEMBERS OF THE
16 NAVAJO NATION; NAVAJO ALLOTTEES AND THE UNITED
17 STATES, ACTING AS TRUSTEE FOR THE NAVAJO
18 ALLOTTEES.—

19 (1) NAVAJO NATION AND THE MEMBERS OF
20 THE NAVAJO NATION.—

21 (A) IN GENERAL.—The benefits provided
22 under the Settlement Agreement shall be in
23 complete replacement of, complete substitution
24 for, and full satisfaction of any claim of the
25 Navajo Nation and the Members of the Navajo

1 Nation against the Parties, including the
2 United States, that is waived and released by
3 the Navajo Nation acting on behalf of the Nav-
4 ajo Nation and the Members of the Navajo Na-
5 tion under Exhibits 13.1 and 13.3 to the Settle-
6 ment Agreement.

7 (B) SATISFACTION OF WATER RIGHTS.—

8 Any entitlement to water of the Navajo Nation
9 and the Members of the Navajo Nation (but not
10 Members in the capacity of the Members as
11 Navajo Allottees) or the United States acting as
12 trustee for the Navajo Nation and the Members
13 of the Navajo Nation (but not Members in the
14 capacity of the Members as Navajo Allottees),
15 for Navajo Land shall be satisfied out of the
16 water resources and other benefits granted,
17 confirmed, quantified, or recognized by the Set-
18 tlement Agreement and this Act, to or for the
19 Navajo Nation, the Members of the Navajo Na-
20 tion (but not Members in the capacity of the
21 Members as Navajo Allottees), and the United
22 States, acting as trustee for the Navajo Nation
23 and the Members of the Navajo Nation (but not
24 Members in the capacity of the Members as
25 Navajo Allottees).

1 (2) NAVAJO ALLOTTEES AND THE UNITED
2 STATES, ACTING AS TRUSTEE FOR THE NAVAJO
3 ALLOTTEES.—

4 (A) IN GENERAL.—The benefits realized
5 by the Navajo Allottees under the Settlement
6 Agreement and this Act shall be in complete re-
7 placement of, complete substitution for, and full
8 satisfaction of—

9 (i) all claims waived and released by
10 the United States (acting as trustee for
11 the Navajo Allottees) under Exhibit 13.2
12 to the Settlement Agreement; and

13 (ii) any claims of the Navajo Allottees
14 against the United States similar to the
15 claims described in Exhibit 13.2 to the
16 Settlement Agreement that the Navajo
17 Allottees asserted or could have asserted.

18 (B) SATISFACTION OF WATER RIGHTS.—
19 Any entitlement to water of the Navajo
20 Allottees or the United States acting as trustee
21 for the Navajo Allottees, for Navajo Allotments
22 shall be satisfied out of the water resources and
23 other benefits granted, confirmed, or recognized
24 by the Settlement Agreement and this Act, to
25 or for the Navajo Allottees and the United

1 States, acting as trustee for the Navajo
2 Allottees.

3 (3) NO RIGHT ESTABLISHED.—Notwithstanding
4 paragraphs (1) and (2), nothing in the Settlement
5 Agreement or this Act recognizes or establishes any
6 right of a Member of the Navajo Nation (but not
7 Members in the capacity of the Members as Navajo
8 Allottees) to water on Navajo Land.

9 (b) HOPI TRIBE AND THE MEMBERS OF THE HOPI
10 TRIBE; HOPI ALLOTTEES AND THE UNITED STATES,
11 ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.—

12 (1) HOPI TRIBE AND THE MEMBERS OF THE
13 HOPI TRIBE.—

14 (A) IN GENERAL.—The benefits provided
15 under the Settlement Agreement shall be in
16 complete replacement of, complete substitution
17 for, and full satisfaction of any claim of the
18 Hopi Tribe and the Members of the Hopi Tribe
19 against the Parties, including the United
20 States, that is waived and released by the Hopi
21 Tribe acting on behalf of the Hopi Tribe and
22 the Members of the Hopi Tribe under Exhibits
23 13.6 and 13.8 to the Settlement Agreement.

24 (B) SATISFACTION OF WATER RIGHTS.—
25 Any entitlement to water of the Hopi Tribe and

1 the Members of the Hopi Tribe (but not Mem-
2 bers in the capacity of the Members as Hopi
3 Allottees) or the United States acting as trustee
4 for the Hopi Tribe and the Members of the
5 Hopi Tribe (but not Members in the capacity of
6 the Members as Hopi Allottees), for Hopi Land
7 shall be satisfied out of the water resources and
8 other benefits granted, confirmed, quantified, or
9 recognized by the Settlement Agreement and
10 this Act, to or for the Hopi Tribe, the Members
11 of the Hopi Tribe (but not Members in the ca-
12 pacity of the Members as Hopi Allottees), and
13 the United States, acting as trustee for the
14 Hopi Tribe and the Members of the Hopi Tribe
15 (but not Members in the capacity of the Mem-
16 bers as Hopi Allottees).

17 (2) HOPI ALLOTTEES AND THE UNITED
18 STATES, ACTING AS TRUSTEE FOR THE HOPI
19 ALLOTTEES.—

20 (A) IN GENERAL.—The benefits realized
21 by the Hopi Allottees under the Settlement
22 Agreement shall be in complete replacement of,
23 complete substitution for, and full satisfaction
24 of—

1 (i) all claims waived and released by
2 the United States (acting as trustee for
3 the Hopi Allottees) under Exhibit 13.7 to
4 the Settlement Agreement; and

5 (ii) any claims of the Hopi Allottees
6 against the United States similar to the
7 claims described in Exhibit 13.7 to the
8 Settlement Agreement that the Hopi
9 Allottees asserted or could have asserted.

10 (B) SATISFACTION OF WATER RIGHTS.—

11 Any entitlement to water of the Hopi Allottees
12 or the United States acting trustee for the Hopi
13 Allottees, for Hopi Allotments shall be satisfied
14 out of the water resources and other benefits
15 granted, confirmed, or recognized by the Settle-
16 ment Agreement and this Act, to or for the
17 Hopi Allottees and the United States, acting as
18 trustee for the Hopi Allottees.

19 (3) NO RIGHT ESTABLISHED.—Notwithstanding
20 paragraphs (1) and (2), nothing in the Settlement
21 Agreement or this Act recognizes or establishes any
22 right of a Member of the Hopi Tribe (but not Mem-
23 bers in the capacity of the Members as Hopi
24 Allottees) to water on Hopi Land.

1 (c) SAN JUAN SOUTHERN PAIUTE TRIBE AND THE
2 MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE
3 TRIBE.—

4 (1) IN GENERAL.—The benefits provided under
5 the Settlement Agreement shall be in complete re-
6 placement of, complete substitution for, and full sat-
7 isfaction of any claim of the San Juan Southern
8 Paiute Tribe and the Members of the San Juan
9 Southern Paiute Tribe against the Parties, including
10 the United States, that is waived and released by the
11 San Juan Southern Paiute Tribe acting on behalf of
12 the San Juan Southern Paiute Tribe and the Mem-
13 bers of the San Juan Southern Paiute Tribe under
14 Exhibits 13.11 and 13.12 to the Settlement Agree-
15 ment.

16 (2) SATISFACTION OF WATER RIGHTS.—Any
17 entitlement to water of the San Juan Southern Pai-
18 ute Tribe and the Members of the San Juan South-
19 ern Paiute Tribe or the United States, acting as
20 trustee for the San Juan Southern Paiute Tribe and
21 the Members of the San Juan Southern Paiute
22 Tribe, for San Juan Southern Paiute Land shall be
23 satisfied out of the water resources and other bene-
24 fits granted, confirmed, quantified, or recognized by
25 the Settlement Agreement and this Act, to or for the

1 San Juan Southern Paiute Tribe and the Members
2 of the San Juan Southern Paiute Tribe and the
3 United States, acting as trustee for the San Juan
4 Southern Paiute Tribe and the Members of the San
5 Juan Southern Paiute Tribe.

6 (3) NO RIGHT ESTABLISHED.—Notwithstanding
7 paragraphs (1) and (2), nothing in the Settlement
8 Agreement or this Act recognizes or establishes any
9 right of a Member of the San Juan Southern Paiute
10 Tribe to water on the San Juan Southern Paiute
11 Southern Area.

12 **SEC. 16. ENFORCEABILITY DATE.**

13 (a) IN GENERAL.—The Settlement Agreement, in-
14 cluding the waivers and releases of claims described in
15 paragraph 13 of the Settlement Agreement and section
16 14, shall take effect and be fully enforceable on the date
17 on which the Secretary publishes in the Federal Register
18 a statement of findings in accordance with the following:

19 (1) The Settlement Agreement has been re-
20 vised, through an amendment and restatement—

21 (A) to eliminate any conflict between the
22 Settlement Agreement and this Act; and

23 (B) to include the executed Water Delivery
24 Contracts required by section 6(e) and subpara-
25 graphs 10.1.1, 10.1.2, 10.1.3, 11.1.1, and

1 11.1.2 as Exhibits to the Settlement Agree-
2 ment.

3 (2) The Settlement Agreement, as revised
4 through an amendment and restatement pursuant to
5 paragraph (1), has been signed by the United
6 States, acting through the Secretary, and not fewer
7 than 30 of the Parties who executed the Settlement
8 Agreement, making the Settlement Agreement effec-
9 tive, including—

10 (A) the Navajo Nation;

11 (B) the Hopi Tribe;

12 (C) the San Juan Southern Paiute Tribe;

13 (D) the State;

14 (E) the Arizona State Land Department;

15 (F) the Central Arizona Water Conserva-
16 tion District;

17 (G) the Salt River Project Agricultural Im-
18 provement and Power District; and

19 (H) the Salt River Valley Water Users' As-
20 sociation.

21 (3) Any Exhibit to the Settlement Agreement
22 requiring execution by any Party has been executed
23 by the required Party.

24 (4) The waivers and releases of claims de-
25 scribed in paragraph 13 of the Settlement Agree-

1 ment and section 14 have been executed by the
2 United States, Navajo Nation, Hopi Tribe, San
3 Juan Southern Paiute Tribe, the State, and the
4 other Parties.

5 (5) \$5,136,400,000 has been authorized, appro-
6 priated, and deposited in the designated accounts
7 pursuant to section 13.

8 (6) The LCR Decree has been approved by the
9 LCR Adjudication Court substantially in the form of
10 the judgment and decree attached as Exhibit 3.1.82
11 to the Settlement Agreement, as amended to ensure
12 consistency with this Act.

13 (7) The Gila River Adjudication Decree has
14 been approved by the Gila River Adjudication Court
15 substantially in the form of the judgment and decree
16 attached as Exhibit 3.1.47 to the Settlement Agree-
17 ment, as amended to ensure consistency with this
18 Act.

19 (8) The San Juan Southern Paiute Tribe and
20 the Navajo Tribal Utility Authority have executed a
21 water services agreement to deliver municipal water
22 to the San Juan Southern Paiute Tribe and its
23 members.

24 (9) Each of the Navajo Nation, the Hopi Tribe,
25 and the San Juan Southern Paiute Tribe have exe-

1 cuted the tribal resolution described in subsections
2 (a)(2), (b)(2), and (c)(2) of section 18, respectively,
3 consenting to the limited waiver of sovereign immu-
4 nity from suit in the circumstances described in that
5 section.

6 (b) FAILURE TO SATISFY CONDITIONS.—

7 (1) IN GENERAL.—Except as provided in para-
8 graph (2), if the Secretary fails to publish in the
9 Federal Register a statement of findings under sub-
10 section (a) by June 30, 2035, or such alternative
11 later date as may be agreed to by the Navajo Na-
12 tion, the Hopi Tribe, the San Juan Southern Paiute
13 Tribe, the Secretary, and the State—

14 (A) this Act is repealed;

15 (B) any action taken by the Secretary and
16 any contract or agreement entered into pursu-
17 ant to this Act shall be void;

18 (C) the United States shall be entitled to
19 offset any Federal amounts made available
20 under section 13(a)(2)(B) that were used under
21 that section against any claims asserted by the
22 Tribes against the United States; and

23 (D) any amounts appropriated under sec-
24 tion 13, together with any investment earnings
25 on those amounts, less any amounts expended

1 under section 9, shall revert immediately to the
2 general fund of the Treasury.

3 (2) CONTINUED EXISTENCE OF THE SAN JUAN
4 SOUTHERN PAIUTE RESERVATION.—

5 (A) IN GENERAL.—Section 19 becomes ef-
6 fective on the date of enactment of this Act.

7 (B) CONTINUED EFFECTIVENESS.—Not-
8 withstanding paragraph (1), if the Secretary
9 fails to publish in the Federal Register a state-
10 ment of findings under that paragraph by June
11 30, 2035, or such alternative later date as may
12 be agreed to by the Tribes, the Secretary and
13 the State, section 19 shall remain in effect.

14 **SEC. 17. COLORADO RIVER ACCOUNTING.**

15 (a) ACCOUNTING FOR THE TYPE OF WATER DELIV-
16 ERED.—

17 (1) NAVAJO NATION CIBOLA WATER; NAVAJO
18 NATION FOURTH PRIORITY WATER.—All deliveries of
19 Navajo Nation Cibola Water and Navajo Nation
20 Fourth Priority Water effected by the diversion of
21 water from the Colorado River above Lee Ferry
22 within the State shall be accounted for as deliveries
23 of Arizona Lower Basin Colorado River Water and
24 credited as water passing Lee Ferry for purposes of
25 article III(d) of the Colorado River Compact.

1 (2) HOPI TRIBE CIBOLA WATER.—All deliveries
2 of Hopi Tribe Cibola Water effected by the diversion
3 of water from the Colorado River above Lee Ferry
4 within the State shall be accounted for as deliveries
5 of Arizona Lower Basin Colorado River Water and
6 credited as water passing Lee Ferry for purposes of
7 article III(d) of the Colorado River Compact.

8 (3) NAVAJO NATION UPPER BASIN COLORADO
9 RIVER WATER.—Subject to subsections (g) and (h)
10 of section 6, all deliveries of Navajo Nation Upper
11 Basin Colorado River Water effected by diversion of
12 water from the Upper Basin in the State, New Mex-
13 ico, or Utah for Use on the Navajo Reservation shall
14 be—

15 (A) used within the boundaries of the Nav-
16 ajo Reservation or outside of the Navajo Res-
17 ervation if conveyed from facilities that are
18 physically connected to facilities on the Navajo
19 Reservation, as described in paragraph 4.18.6
20 of the Settlement Agreement; and

21 (B) accounted for as deliveries of Arizona
22 Upper Basin Colorado River Water.

23 (4) HOPI TRIBE UPPER BASIN COLORADO RIVER
24 WATER.—All deliveries of Hopi Tribe Upper Basin
25 Colorado River Water effected by diversion of water

1 from the Upper Basin in the State for Use on the
2 Hopi Reservation shall be—

3 (A) used within the boundaries of the Hopi
4 Reservation or outside of the Hopi Reservation
5 if conveyed from facilities that are physically
6 connected to facilities on the Hopi Reservation,
7 as described in paragraph 5.15.6 of the Settle-
8 ment Agreement; and

9 (B) accounted for as deliveries of Arizona
10 Upper Basin Colorado River Water.

11 (5) ARIZONA UPPER BASIN COLORADO RIVER
12 WATER.—All deliveries of Arizona Upper Basin Col-
13 orado River Water apportioned to and leased by the
14 Navajo Nation or the Hopi Tribe, whether effected
15 by a diversion of water from the Upper Basin or the
16 Lower Basin, shall be accounted for as deliveries of
17 Arizona Upper Basin Colorado River Water, subject
18 to the conditions that if the point of diversion is
19 from the Colorado River below Lee Ferry—

20 (A) the amount of water to be delivered at
21 Lee Ferry under such a lease or exchange shall
22 not exceed the amount of Navajo Nation Upper
23 Basin Colorado River Water or Hopi Tribe
24 Upper Basin Colorado River Water leased or
25 exchanged;

1 (B) the associated amount of Upper Basin
2 Colorado River Water delivery actually made
3 from the Upper Basin at Lee Ferry to satisfy
4 the lease or exchange shall not be credited as
5 water passing Lee Ferry for purposes of article
6 III(d) of the Colorado River Compact; and

7 (C) the water shall be accounted for as de-
8 liveries of Arizona Upper Basin Colorado River
9 Water.

10 (6) ARIZONA LOWER BASIN COLORADO RIVER
11 WATER.—All deliveries of Arizona Lower Basin Col-
12 orado River Water apportioned to and leased by the
13 Navajo Nation or the Hopi Tribe, whether effected
14 by a diversion of water from the Upper Basin or the
15 Lower Basin, shall be accounted for as deliveries of
16 Arizona Lower Basin Colorado River Water to the
17 Navajo Nation or the Hopi Tribe, subject to the con-
18 dition that if the point of diversion is from the Colo-
19 rado River above Lee Ferry within the State the
20 amount of water diverted by a lessee or exchange
21 partner shall be credited as water passing Lee Ferry
22 for purposes of article III(d) of the Colorado River
23 Compact.

24 (b) SPECIAL ACCOUNTING RULES FOR LOWER BASIN
25 COLORADO RIVER WATER AS LOWER BASIN USE IN ARI-

1 ZONA, REGARDLESS OF POINT OF DIVERSION.—Notwith-
2 standing section 10603(c)(2)(A) of the Northwestern New
3 Mexico Rural Water Projects Act (Public Law 111–11;
4 123 Stat. 1384), all Navajo Nation Cibola Water, Navajo
5 Nation Fourth Priority Water, and Hopi Tribe Cibola
6 Water delivered to and consumptively used by the Navajo
7 Nation, the Hopi Tribe, or their lessees or exchange part-
8 ners pursuant to the Settlement Agreement shall be—

9 (1) credited as water reaching Lee Ferry pursu-
10 ant to article III(d) of the Colorado River Compact;

11 (2) charged against the consumptive use appor-
12 tionment made to the Lower Basin by article III(a)
13 of the Colorado River Compact; and

14 (3) accounted for as part of and charged
15 against the 2,800,000 acre-feet of Colorado River
16 Water apportioned to the State in paragraph
17 II(B)(1) of the Decree.

18 (c) ADDITIONAL CONDITIONS FOR USE OF COLO-
19 RADO RIVER WATER.—

20 (1) IN GENERAL.—No Navajo Nation Upper
21 Basin Colorado River Water or Hopi Tribe Upper
22 Basin Colorado River Water may be delivered in the
23 Lower Basin in the State and no Navajo Nation
24 Fourth Priority Water, Navajo Nation Cibola Water,
25 or Hopi Tribe Cibola Water may be diverted in the

1 Upper Basin until such time as the Secretary has
2 developed and, as necessary and appropriate, modi-
3 fied, in consultation with the State and the Upper
4 Colorado River Commission and the Governors' rep-
5 resentatives of the Colorado River Basin States, all
6 operational and decisional criteria, policies, con-
7 tracts, guidelines, or other documents that control
8 the operations of the Colorado River System res-
9 ervoirs and diversion works, so as to adjust, provide
10 for, account for, and offset the diversion of Arizona
11 Colorado River Water, subject to the conditions
12 that—

13 (A) all such actions shall be consistent
14 with the provisions of section 10603(c) of the
15 Northwestern New Mexico Rural Water
16 Projects Act (Public Law 111–11; 123 Stat.
17 1384) and this Act; and

18 (B) the development of or modifications to
19 criteria, policies, contracts, guidelines, or other
20 documents made pursuant to this subsection
21 shall be applicable only for the duration of any
22 such diversion or delivery pursuant to the
23 Northwestern New Mexico Rural Water
24 Projects Act (Public Law 111–11; 123 Stat.
25 1367) or this Act.

1 (2) REQUIRED PROVISIONS.—The following are
2 required provisions to be included in any criteria,
3 policy, contract, guideline, or other document de-
4 scribed in paragraph (1):

5 (A) ARIZONA UPPER BASIN COLORADO
6 RIVER WATER.—Arizona Upper Basin Colorado
7 River Water released at Glen Canyon Dam for
8 water delivery from the Colorado River main-
9 stream below Glen Canyon Dam—

10 (i) shall only be used within the State;

11 (ii) shall be subject to all actual con-
12 veyance, evaporation, and other losses be-
13 tween Glen Canyon Dam and the point of
14 diversion;

15 (iii) shall be fully delivered prior to
16 the end of the year in which it is ordered;

17 (iv) shall not be greater than the Ari-
18 zona Upper Basin Colorado River Water
19 minus all other consumptive uses of Ari-
20 zona Upper Basin Colorado River Water
21 using the average annual consumptive uses
22 based on the previous 5 years;

23 (v) for the first 20 years after the En-
24 forceability Date, shall not exceed 17,050
25 AFY;

1 (vi) after the first 20 years after the
2 Enforceability Date, shall not exceed
3 47,000 AFY, minus any Navajo Nation
4 Upper Basin Colorado River Water di-
5 verted from the San Juan River upstream
6 from Lake Powell and all other consump-
7 tive uses of Navajo Nation Upper Basin
8 Colorado River Water and Hopi Tribe
9 Upper Basin Colorado River Water using
10 the average annual consumptive uses based
11 on the previous 5 years;

12 (vii) shall be released from Lake Pow-
13 ell in addition to the releases of water that
14 would have otherwise occurred under any
15 operating criteria or guidelines governing
16 releases from Lake Powell; and

17 (viii) for purposes of meeting the re-
18 quirements of article III(d) of the Colorado
19 River Compact, shall not be counted as
20 water flowing by Lee Ferry.

21 (B) ARIZONA LOWER BASIN COLORADO
22 RIVER WATER.—Arizona Lower Basin Colorado
23 River Water diverted in the Upper Basin in the
24 State—

25 (i) shall only be used within the State;

1 (ii) shall be fully delivered prior to the
2 end of the year for which it is ordered;

3 (iii) shall not be stored in Lake Powell
4 or otherwise carried over from one water
5 year to any subsequent water year;

6 (iv) shall be subject to reduction in
7 any year in which a shortage is declared to
8 the same extent as other Arizona Lower
9 Basin Colorado River Water of the same
10 priority; and

11 (v) shall reduce the amount of Ari-
12 zona Lower Basin Colorado River Water
13 that would otherwise be released from
14 Lake Powell under any operating criteria
15 or guidelines.

16 **SEC. 18. LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

17 (a) LIMITED WAIVER BY THE NAVAJO NATION AND
18 THE UNITED STATES ACTING AS TRUSTEE FOR THE NAV-
19 AJO NATION AND NAVAJO ALLOTTEES.—

20 (1) IN GENERAL.—The Navajo Nation, and the
21 United States acting as trustee for the Navajo Na-
22 tion and Navajo Allottees, may be joined in any ac-
23 tion brought in any circumstance described in para-
24 graph (3), and any claim by the Navajo Nation and

1 the United States to sovereign immunity from any
2 such action is waived.

3 (2) NAVAJO NATION CONSENT.—By resolution
4 No. CMY–26–24 and dated May 24, 2024, the Nav-
5 ajo Nation Council has affirmatively consented to
6 the limited waiver of sovereign immunity from suit
7 in any circumstance described in paragraph (3), not-
8 withstanding any provision of the Navajo Nation
9 Code or any other Navajo Nation law.

10 (3) CIRCUMSTANCES DESCRIBED.—A cir-
11 cumstance referred to in paragraphs (1) and (2) is
12 any of the following:

13 (A) Any party to the Settlement Agree-
14 ment—

15 (i) brings an action in any court of
16 competent jurisdiction relating only and di-
17 rectly to the interpretation or enforcement
18 of—

19 (I) this Act; or

20 (II) the Settlement Agreement;

21 (ii) names the Navajo Nation, or the
22 United States acting as trustee for the
23 Navajo Nation or Navajo Allottees, as a
24 party in that action; and

1 (iii) does not include any request for
2 award against the Navajo Nation, or the
3 United States acting as trustee for the
4 Navajo Nation or Navajo Allottees, for
5 money damages, court costs, or attorney
6 fees.

7 (B) Any landowner or water user in the
8 LCR Watershed or the Gila River Watershed—

9 (i) brings an action in any court of
10 competent jurisdiction relating only and di-
11 rectly to the interpretation or enforcement
12 of—

13 (I) paragraph 13 of the Settle-
14 ment Agreement;

15 (II) the LCR Decree or the Gila
16 River Adjudication Decree; or

17 (III) section 14;

18 (ii) names the Navajo Nation, or the
19 United States acting as trustee for the
20 Navajo Nation or Navajo Allottees, as a
21 party in that action; and

22 (iii) does not include any request for
23 award against the Navajo Nation, or the
24 United States acting as trustee for the
25 Navajo Nation or Navajo Allottees, for

1 money damages, court costs or attorney
2 fees.

3 (b) LIMITED WAIVER BY THE HOPI TRIBE AND THE
4 UNITED STATES ACTING AS TRUSTEE FOR THE HOPI
5 TRIBE AND HOPI ALLOTEES.—

6 (1) IN GENERAL.—The Hopi Tribe, and the
7 United States acting as trustee for the Hopi Tribe
8 and Hopi Allottees, may be joined in any action
9 brought in any circumstance described in paragraph
10 (3), and any claim by the Hopi Tribe and the
11 United States to sovereign immunity from any such
12 action is waived.

13 (2) HOPI TRIBE CONSENT.—By resolution No.
14 H-035-2024 and dated May 20, 2024, the Hopi
15 Tribal Council has affirmatively consented to the
16 limited waiver of sovereign immunity from suit in
17 any circumstance described in paragraph (3), not-
18 withstanding any provision of the Hopi Tribal Code
19 or any other Hopi Tribe law.

20 (3) CIRCUMSTANCES DESCRIBED.—A cir-
21 cumstance referred to in paragraphs (1) and (2) is
22 any of the following:

23 (A) Any party to the Settlement Agree-
24 ment—

1 (i) brings an action in any court of
2 competent jurisdiction relating only and di-
3 rectly to the interpretation or enforcement
4 of—

5 (I) this Act; or

6 (II) the Settlement Agreement;

7 (ii) names the Hopi Tribe or the
8 United States, acting as trustee for the
9 Hopi Tribe or Hopi Allottees, as a party in
10 that action; and

11 (iii) does not include any request for
12 award against the Hopi Tribe, or the
13 United States acting as trustee for the
14 Hopi Tribe or Hopi Allottees, for money
15 damages, court costs, or attorney fees.

16 (B) Any landowner or water user in the
17 LCR Watershed—

18 (i) brings an action in any court of
19 competent jurisdiction relating only and di-
20 rectly to the interpretation or enforcement
21 of—

22 (I) paragraph 13 of the Settle-
23 ment Agreement;

24 (II) the LCR Decree; or

25 (III) section 14;

1 (ii) names the Hopi Tribe, or the
2 United States acting as trustee for the
3 Hopi Tribe or Hopi Allottees, as a party in
4 that action; and

5 (iii) does not include any request for
6 award against the Hopi Tribe, or the
7 United States acting as trustee for the
8 Hopi Tribe or Hopi Allottees, for money
9 damages, court costs, or attorney fees.

10 (c) LIMITED WAIVER BY THE SAN JUAN SOUTHERN
11 PAIUTE TRIBE AND THE UNITED STATES ACTING AS
12 TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE
13 TRIBE.—

14 (1) IN GENERAL.—The San Juan Southern
15 Paiute Tribe and the United States acting as trustee
16 for the San Juan Southern Paiute Tribe may be
17 joined in any action brought in any circumstance de-
18 scribed in paragraph (3), and any claim by the San
19 Juan Southern Paiute Tribe and the United States
20 to sovereign immunity from any such action is
21 waived.

22 (2) SAN JUAN SOUTHERN PAIUTE TRIBE CON-
23 SENT.—By resolution No. 2024–040, dated May 23,
24 2024, the San Juan Southern Paiute Tribal Council
25 has affirmatively consented to the limited waiver of

1 sovereign immunity from suit in any circumstance
2 described in paragraph (3), notwithstanding any
3 provision of the San Juan Southern Paiute Tribal
4 Code or any other San Juan Southern Paiute Tribal
5 law.

6 (3) CIRCUMSTANCES DESCRIBED.—A cir-
7 cumstance referred to in paragraphs (1) and (2) is
8 any of the following:

9 (A) Any party to the Settlement Agree-
10 ment—

11 (i) brings an action in any court of
12 competent jurisdiction relating only and di-
13 rectly to the interpretation or enforcement
14 of—

15 (I) this Act; or

16 (II) the Settlement Agreement;

17 (ii) names the San Juan Southern
18 Paiute Tribe or the United States acting
19 as trustee for the San Juan Southern Pai-
20 ute Tribe as a party in that action; and

21 (iii) does not include any request for
22 award against the San Juan Southern Pai-
23 ute Tribe, or the United States acting as
24 trustee for the San Juan Southern Paiute

1 Tribe, for money damages, court costs, or
2 attorney fees.

3 (B) Any landowner or water user in the
4 LCR Watershed—

5 (i) brings an action in any court of
6 competent jurisdiction relating only and di-
7 rectly to the interpretation or enforcement
8 of—

9 (I) paragraph 13 of the Settle-
10 ment Agreement;

11 (II) the LCR Decree; or

12 (III) section 14;

13 (ii) names the San Juan Southern
14 Paiute Tribe or the United States acting
15 as trustee for the San Juan Southern Pai-
16 ute Tribe as a party in that action; and

17 (iii) does not include any request for
18 award against the San Juan Southern Pai-
19 ute Tribe, or the United States acting as
20 trustee for the San Juan Southern Paiute
21 Tribe, for money damages, court costs, or
22 attorney fees.

1 **SEC. 19. RATIFICATION OF THE TREATY AND CREATION OF**
2 **THE SAN JUAN SOUTHERN PAIUTE RESERVA-**
3 **TION.**

4 (a) RATIFICATION AND APPROVAL OF THE TREA-
5 TY.—The Treaty and the Treaty Addendum are hereby
6 approved, ratified, and confirmed.

7 (b) APPROVAL OF THE SECRETARY.—

8 (1) IN GENERAL.—The Secretary is authorized
9 and directed—

10 (A) to approve and execute the Treaty and
11 the Treaty Addendum, except that the specific
12 findings stated under the heading “AP-
13 PROVAL” shall not be binding on the Sec-
14 retary; and

15 (B) to take all steps necessary to imple-
16 ment the Treaty and this Act.

17 (2) APPROVAL AND EXECUTION OF AMEND-
18 MENTS.—The Secretary is delegated the authority,
19 without a further Act of Congress, to approve and
20 execute amendments to the Treaty agreed to by the
21 Navajo Nation and the San Juan Southern Paiute
22 Tribe.

23 (c) LANDS PROCLAIMED A RESERVATION FOR THE
24 SAN JUAN SOUTHERN PAIUTE TRIBE.—

25 (1) IN GENERAL.—All right, title, and interest,
26 including Water Rights, to the approximately 5,400

1 acres of land within the Navajo Indian Reservation
2 that are described in the Treaty as the San Juan
3 Southern Paiute Northern Area and the San Juan
4 Southern Paiute Southern Area are hereby pro-
5 claimed as the San Juan Southern Paiute Reserva-
6 tion and such land shall be held by the United
7 States in trust as a reservation for the exclusive ben-
8 efit of the San Juan Southern Paiute Tribe, subject
9 to the rights of access under subsection (d).

10 (2) NO APPRAISAL OR VALUATION.—Notwith-
11 standing any other provision law, no appraisal or
12 other valuation shall be required to carry out this
13 subsection.

14 (3) DISCLAIMER OF RESERVED WATER
15 RIGHTS.—Nothing in this Act constitutes an express
16 or implied reservation of water or water rights for
17 the San Juan Southern Paiute Northern Area in the
18 State of Utah.

19 (d) RIGHTS OF ACCESS AND EASEMENTS.—The Nav-
20 ajo Reservation and the San Juan Southern Paiute Res-
21 ervation shall be subject to the rights of access and ease-
22 ments as identified in the Treaty.

23 (e) SURVEYING AND FENCING OF LAND.—

24 (1) REQUIREMENT.—The Secretary shall—

1 (A) as soon as practicable after the date of
2 enactment of this Act, complete a survey and
3 legal description of the boundary lines to estab-
4 lish the boundaries of the San Juan Southern
5 Paiute Reservation;

6 (B) officially file the survey plat in the ap-
7 propriate office of the Department of the Inte-
8 rior;

9 (C) mark and fence the lands as described
10 in article V of the Treaty, where feasible; and

11 (D) study the feasibility of an access road
12 to the San Juan Southern Paiute Southern
13 Area from U.S. Route 89, as described in arti-
14 cle XI of the Treaty.

15 (2) LEGAL DESCRIPTION.—

16 (A) IN GENERAL.—The legal descriptions
17 published in accordance with subparagraph (B)
18 shall—

19 (i) be considered the official legal de-
20 scription of the San Juan Southern Paiute
21 Reservation; and

22 (ii) have the same force and effect as
23 if included in this Act.

24 (B) PUBLICATION.—On completion of the
25 surveys under paragraph (1)(A), the Secretary

1 shall publish in the Federal Register a legal de-
2 scription of the land comprising the San Juan
3 Southern Paiute Reservation.

4 (C) CORRECTIONS.—The Secretary may
5 make minor corrections to correct technical and
6 clerical errors in the legal descriptions.

7 (f) REPEAL OF PAIUTE ALLOTMENT PROCE-
8 DURES.—Section 9 of Public Law 93–531 (88 Stat. 1716)
9 is repealed.

10 (g) PUBLICATION; JURISDICTION.—

11 (1) PUBLICATION.—In accordance with article
12 VI of the Treaty, the Secretary shall publish in the
13 Federal Register separate notices of completion or
14 boundary marking of—

15 (A) the San Juan Paiute Northern Area;
16 and

17 (B) the San Juan Paiute Southern Area.

18 (2) JURISDICTION.—On publication in the Fed-
19 eral Register under subparagraph (A) or (B) of
20 paragraph (1)—

21 (A) the San Juan Southern Paiute Tribe
22 shall have full jurisdiction over all matters with-
23 in that area of the San Juan Southern Paiute
24 Reservation to the fullest extent permitted by
25 Federal law; and

1 (B) the Navajo Nation shall not have juris-
2 diction over matters occurring within that area
3 of the San Juan Southern Paiute Reservation
4 except as agreed to by the Navajo Nation and
5 the San Juan Southern Paiute Tribe.

6 **SEC. 20. AUTHORIZATION FOR USE OF NAVAJO-GALLUP**
7 **WATER SUPPLY PROJECT FACILITIES.**

8 (a) NAVAJO NATION UPPER BASIN COLORADO
9 RIVER WATER FOR USE IN THE STATE.—

10 (1) IN GENERAL.—In addition to the 6,411
11 AFY of Project water described in section
12 6(g)(1)(B), the Secretary is authorized to treat,
13 store, and convey up to 12,000 AFY of Navajo Na-
14 tion Upper Basin Colorado River Water as non-
15 Project water, subject to section 10602(h)(1) of the
16 Northwestern New Mexico Rural Water Projects Act
17 (Public Law 111–11; 123 Stat. 1382) and section
18 6(g) for Use in the areas of the State described in
19 section 6(g)(1)(D), utilizing Navajo-Gallup Water
20 Supply Project facilities described in section
21 10602(b) of the Northwestern New Mexico Rural
22 Water Projects Act (Public Law 111–11; 123 Stat.
23 1379) (referred to in this section as the “Project fa-
24 cilities”).

1 (2) LIMITATION.—Nothing in this section au-
2 thorizes the Secretary to extend the Navajo-Gallup
3 Water Supply Project within the State, except as au-
4 thorized by the Northwestern New Mexico Rural
5 Water Projects Act (Public Law 111–11; 123 Stat.
6 1367), subject to the condition that non-Project fa-
7 cilities may be constructed, in whole or in part, by
8 the Navajo Nation using amounts in the Navajo Na-
9 tion Water Projects Trust Fund Account.

10 (b) INCREASE IN CAPACITY AUTHORIZED.—

11 (1) IN GENERAL.—The authorized capacity of
12 the Navajo Gallup Water Supply Project described
13 in section 10603(b) of the Northwestern New Mex-
14 ico Rural Water Projects Act (Public Law 111–11;
15 123 Stat. 1383) may be increased by up to 12,000
16 AFY to allow for Use of Navajo Nation Upper Basin
17 Colorado River Water in accordance with subsection
18 (a)(1).

19 (2) COST OF INCREASED CAPACITY.—Any costs
20 associated with constructing and operating the in-
21 creased capacity authorized by paragraph (1) shall
22 be solely borne by the Navajo Nation.

23 (c) CONVEYANCE OF NAVAJO NATION UPPER BASIN
24 COLORADO RIVER WATER TO THE STATE.—Treatment,
25 storage, and conveyance of the water described in sub-

1 section (a)(1) shall be subject to the following require-
2 ments and limitations:

3 (1) IMPACTS TO NAVAJO-GALLUP WATER SUP-
4 PLY PROJECT.—

5 (A) DEADLINE.—Any extension to the
6 deadline for completion of the Navajo-Gallup
7 Water Supply Project, as described in section
8 10701(e)(1)(A)(ix) of the Northwestern New
9 Mexico Rural Water Projects Act (Public Law
10 111–11; 123 Stat. 1400), required due to ef-
11 forts associated with delivering Navajo Nation
12 Upper Basin Colorado River Water to the State
13 in accordance with subsection (a)(1) shall re-
14 quire agreement of the Nation, State of New
15 Mexico, and the Secretary as described in sec-
16 tion 10701(e)(1)(B) of that Act (Public Law
17 111–11; 123 Stat. 1400).

18 (B) PROTECTIONS FOR PROJECT PARTICI-
19 PANTS.—The Use of Project facilities for non-
20 Project water as provided under this section
21 shall comply with the requirements of section
22 10602(h)(1) of the Northwestern New Mexico
23 Rural Water Projects Act (Public Law 111–11;
24 123 Stat. 1382) and this section.

1 (2) APPROVAL OF FINAL DESIGN TO INCREASE
2 CAPACITY.—As long as the Bureau retains title to
3 the Project facilities that will supply water to areas
4 in the State under this Act, the Navajo Nation
5 shall—

6 (A) obtain approval in writing from the
7 Commissioner of Reclamation for the final de-
8 sign of the connection and related facilities
9 needed to connect the extension from the San
10 Juan Lateral, including sublaterals and turn-
11 outs; and

12 (B) coordinate construction of the connec-
13 tion and related facilities with the Commis-
14 sioner of Reclamation.

15 (3) FUNDING.—The funding described in the
16 Northwestern New Mexico Rural Water Projects Act
17 (Public Law 111–11; 123 Stat. 1367) for the Nav-
18 ajo-Gallup Water Supply Project shall not be used to
19 design, plan, construct, operate, maintain, or repair
20 any Project infrastructure in the State of New Mex-
21 ico or the State to treat, store, and convey the
22 12,000 AFY of Navajo Nation Upper Basin Colo-
23 rado River Water to the State in accordance with
24 subsection (a)(1).

1 **SEC. 21. ANTIDEFICIENCY; SAVINGS PROVISIONS; EFFECT.**

2 (a) NO QUANTIFICATION OR EFFECT ON RIGHTS OF
3 OTHER INDIAN TRIBES OR THE UNITED STATES ON
4 THEIR BEHALF.—Except as provided in paragraph 8.3 of
5 the Settlement Agreement, nothing in this Act—

6 (1) quantifies or otherwise affects the Water
7 Rights, or claims or entitlements to water of any In-
8 dian Tribe, band, or community, other than the
9 Navajo Nation, the Hopi Tribe, or the San Juan
10 Southern Paiute Tribe; or

11 (2) affects the ability of the United States to
12 take action on behalf of any Indian Tribe, nation,
13 band, community, or allottee, other than the Navajo
14 Nation, the Hopi Tribe and the San Juan Southern
15 Paiute Tribe, their Members, Navajo Allottees, Hopi
16 Allottees, and Public Domain Allottees.

17 (b) NO QUANTIFICATION OF WATER RIGHTS OF
18 PUBLIC DOMAIN ALLOTTEES.—Nothing in this Act—

19 (1) quantifies or adjudicates any Water Right
20 or any claim or entitlement to water of a Public Do-
21 main Allottee, or precludes the United States, acting
22 as trustee for Public Domain Allottees, from making
23 claims for Water Rights in the State that are con-
24 sistent with the claims described in Exhibit
25 3.1.132B to the Settlement Agreement; or

1 (2) except as provided in subparagraphs 8.2.3,
2 8.4.7, and 15.2.3.4 of the Settlement Agreement, af-
3 fects the ability of the United States to take action
4 on behalf of Public Domain Allottees.

5 (c) ANTIDEFICIENCY.—Notwithstanding any author-
6 ization of appropriations to carry out this Act, the United
7 States shall not be liable for any failure of the United
8 States to carry out any obligation or activity authorized
9 by this Act, including all agreements or exhibits ratified
10 or confirmed by this Act, if adequate appropriations are
11 not provided expressly by Congress to carry out the pur-
12 poses of this Act.

13 (d) NO MODIFICATION OR PREEMPTION OF OTHER
14 LAWS.—Unless expressly provided in this Act, nothing in
15 this Act modifies, conflicts with, preempts, or otherwise
16 affects—

17 (1) the Boulder Canyon Project Act (43 U.S.C.
18 617 et seq.);

19 (2) the Boulder Canyon Project Adjustment Act
20 (54 Stat. 774, chapter 643);

21 (3) the Act of April 11, 1956 (commonly known
22 as the “Colorado River Storage Project Act”) (43
23 U.S.C. 620 et seq.);

24 (4) the Colorado River Basin Project Act (43
25 U.S.C. 1501 et seq.);

1 (5) the Treaty between the United States of
2 America and Mexico, done at Washington, February
3 3, 1944 (59 Stat. 1219);

4 (6) the Colorado River Compact;

5 (7) the Upper Colorado River Basin Compact of
6 1948;

7 (8) the Omnibus Public Land Management Act
8 of 2009 (Public Law 111–11; 123 Stat. 991);

9 (9) case law relating to Water Rights in the
10 Colorado River System other than any case to en-
11 force the Settlement Agreement or this Act; or

12 (10) the Navajo-Hopi Land Dispute Settlement
13 Act of 1996 (Public Law 104–301; 110 Stat. 3649).

14 (e) NO PRECEDENT.—

15 (1) COLORADO RIVER SYSTEM WATER.—Noth-
16 ing in this Act establishes a precedent for any type
17 of transfer of Colorado River System water between
18 the Upper Basin and the Lower Basin, including the
19 leasing of Upper Basin water in the Lower Basin.

20 (2) FEDERAL RESERVED WATER RIGHTS OR IN-
21 DIAN WATER CLAIMS.—Nothing in the Settlement
22 Agreement or this Act (including paragraph 13 of
23 the Settlement Agreement and section 14) estab-
24 lishes any standard or precedent for the quantifica-
25 tion, litigation, or settlement of Federal reserved

1 water rights or any Indian water claims of any In-
2 dian Tribes other than the Tribes in any judicial or
3 administrative proceeding.

4 (f) UNIQUE SITUATION.—

5 (1) IN GENERAL.—Diversions through the iiná
6 bá – paa tuwaqat’si pipeline and the Navajo-Gallup
7 Water Supply Project facilities consistent with this
8 Act address critical Tribal and non-Indian water
9 supply needs under unique circumstances, which in-
10 clude, among other things—

11 (A) the intent to benefit a number of In-
12 dian Tribes;

13 (B) the Navajo Nation’s location in the
14 Upper Basin and the Lower Basin;

15 (C) the intent to address critical Indian
16 and non-Indian water needs in the State;

17 (D) the lack of other reasonable alter-
18 natives available for developing a firm, sustain-
19 able supply of municipal water for the Navajo
20 Nation, the Hopi Tribe, and the San Juan
21 Southern Paiute Tribe in the State;

22 (E) the unique geological and hydrological
23 features of the relevant watersheds, including
24 aquifers; and

1 (F) the limited volume of water to be di-
2 verted by the iiná bá – paa tuwaqat’si pipeline
3 and Navajo-Gallup Water Supply Project to
4 supply municipal Uses in the State.

5 (2) ARIZONA UPPER BASIN COLORADO RIVER
6 WATER.—The Use of Arizona Upper Basin Colorado
7 River Water in the Lower Basin in the State is con-
8 sistent with this Act and is authorized under unique
9 circumstances, which include, among other things—

10 (A) that the Uses are included in a con-
11 gressionally approved Indian water rights settle-
12 ment;

13 (B) that the Navajo Nation is located in
14 both the Upper Basin and the Lower Basin;

15 (C) the unavailability and unreliability of
16 Central Arizona Project Non-Indian Agricul-
17 tural water available for the Tribes to lease due
18 to shortages in the Lower Basin of the Colo-
19 rado River; and

20 (D) the intent of Congress to supplement
21 the Federal funds available to the Tribes with
22 the revenue generated by leasing as authorized
23 under section 7.

24 (g) EFFICIENT USE.—The diversions and Uses au-
25 thorized for the iiná bá – paa tuwaqat’si pipeline under

1 this Act represent unique and efficient Uses of Colorado
2 River apportionments in a manner that Congress has de-
3 termined would be consistent with the obligations of the
4 United States to the Navajo Nation and the Hopi Tribe.

5 (h) PRESERVATION OF EXISTING RIGHTS.—

6 (1) IN GENERAL.—Rights to the consumptive
7 use of water apportioned to the Upper Division
8 States and the State from the Colorado River Sys-
9 tem under the Colorado River Compact and the
10 Upper Colorado River Basin Compact of 1948, and
11 rights to the consumptive use of water available for
12 use in the Lower Basin under the Colorado River
13 Compact and the Decree, shall not be changed or
14 prejudiced by any use of water pursuant to this Act.

15 (2) SAVINGS PROVISION.—Nothing in this
16 Act—

17 (A) adversely affects full development and
18 utilization by the State or any State of the
19 Upper Division of the Colorado River Basin of
20 its respective apportionment under the Colorado
21 River Compact or the Upper Colorado River
22 Basin Compact of 1948;

23 (B) impairs, conflicts with, or otherwise
24 changes the duties and powers of the Upper
25 Colorado River Commission; or

1 (C) waives, impairs, or otherwise modifies
2 the rights of California and Nevada under the
3 Colorado River Compact, the Boulder Canyon
4 Project Act, or the Decree.

5 (i) CONSENSUS.—Congress notes the consensus of
6 the Governors’ Representatives of the Colorado River
7 Basin States relating to the diversions, accounting, and
8 leasing authorized under this Act.

9 (j) NO EFFECT ON ENFORCEMENT OF ENVIRON-
10 MENTAL LAWS.—Nothing in this Act precludes the United
11 States acting as sovereign, the Navajo Nation, the Hopi
12 Tribe, or the San Juan Southern Paiute Tribe from en-
13 forcing the requirements of—

14 (1) Federal environmental laws, including—

15 (A) the Comprehensive Environmental Re-
16 sponse, Compensation, and Liability Act of
17 1980 (42 U.S.C. 9601 et seq.) (including claims
18 for damages to natural resources);

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

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

23 (D) the Solid Waste Disposal Act (42
24 U.S.C. 6901 et seq.) (commonly known as the

1 “Resource Conservation and Recovery Act of
2 1976”); and

3 (E) the implementing regulations of those
4 Acts; or

5 (2) the environmental laws of the Tribes, and
6 the regulations implementing those laws, on the
7 Navajo Reservation, the Hopi Reservation, the San
8 Juan Southern Paiute Reservation, Navajo Allot-
9 ments, Hopi Allotments, and Off-Reservation lands
10 held in trust by the United States for the Navajo
11 Nation, the Hopi Tribe, and the San Juan Southern
12 Paiute Tribe.

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