United States of America

Congressional Record

PROCEEDINGS AND DEBATES OF THE 118th CONGRESS, SECOND SESSION

Vol. 170 WASHINGTON, WEDNESDAY, SEPTEMBER 18, 2024 No. 145

Senate

The Senate met at 10 a.m. and was called to order by the Honorable PETER WELCH, a Senator from the State of Vermont.

PRAYER

The Chaplain, Dr. Barry C. Black, offered the following prayer:

Let us pray.

Eternal God, our shelter from the storms, remind the nations that they are merely human. When they trust in their might and power, help them to remember that they borrow their heartbeats from You. Because of You, they live and move and exist, for You are King of kings and Lord of lords.

Today, we are grateful for the religious, political, and social freedoms that bless our lives. Continue to use our Senators to pay the price to protect our freedom.

Lord, provide our lawmakers with the wisdom to depend on Your strength.

We pray in Your powerful Name. Amen.

PLEDGE OF ALLEGIANCE

The Presiding Officer led the Pledge of Allegiance, as follows:

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

APPOINTMENT OF ACTING PRESIDENT PRO TEMPORE

The PRESIDING OFFICER. The clerk will please read a communication to the Senate from the President pro tempore (Mrs. MURRAY).

The senior assistant legislative clerk read the following letter:

U.S. SENATE,
PRESIDENT PRO TEMPORE,
Washington, DC, September 18, 2024.

To the Senate:

Under the provisions of rule I, paragraph 3, of the Standing Rules of the Senate, I hereby appoint the Honorable PETER WELCH, a Senator from the State of Vermont, to perform the duties of the Chair.

PATTY MURRAY,
President pro tempore.

Mr. WELCH thereupon assumed the Chair as Acting President pro tempore.

RESERVATION OF LEADER TIME

The ACTING PRESIDENT pro tempore. Under the previous order, the leadership time is reserved.

CONCLUSION OF MORNING BUSINESS

The ACTING PRESIDENT pro tempore. Morning business is closed.

EXECUTIVE SESSION

EXECUTIVE CALENDAR

The ACTING PRESIDENT pro tempore. Under the previous order, the Senate will proceed to executive session to resume the consideration of the following nomination, which the clerk will report.

The senior assistant legislative clerk read the nomination of Michelle Williams Court, of California, to be United States District Judge for the Central District of California.

RECOGNITION OF THE MAJORITY LEADER

The ACTING PRESIDENT pro tempore. The majority leader is recognized.

RIGHT TO IVF ACT

Mr. SCHUMER. Mr. President, yesterday was a sad day in the Senate, as Republicans for the second time this year blocked legislation to protect families' access to IVF. By voting against IVF, Republicans confirmed many Americans' worst fear: Project 2025 is alive and well when it comes to reproductive rights.

Senate Republicans have spent months tying themselves into knots, claiming that of course they are in favor of protecting IVF, but when it mattered most, when it actually came time to vote, Republicans showed their true colors and voted no.

What made yesterday's vote even worse was that was the second time they blocked IVF protections even though it is increasingly clear many Americans are worried about access. Both times, without hesitation, Senate Republicans caved to the extremists on their right flank.

Look, blocking IVF could have horrible consequences. The hard right has been transparent that now that they have overturned Roe, they are moving on to other targets, like IVF. Just look at what happened earlier this year in Alabama.

Senate Republicans who like to pretend that IVF is not under threat should have a word with the likes of the Heritage Foundation and Susan B. Anthony Pro-Life America. These organizations are some of the most influential conservative groups, and they are clear about their hostility about any Federal protections for IVF. SBA called our bill ''irredeemable'' a few months ago and called IVF a ''free-for-all.'' These groups use language very similar to that of their opposition to abortion. So no matter how much Republicans claim IVF is not in danger, extremists on their side say otherwise, and Republicans seem to listen.

By voting against protections for IVF, Senate Republicans confirmed yet again that 2025 is increasingly steering the GOP.

SALT CAPS

Mr. President, now on the SALT cap, in the long 8 years that Donald Trump has been in politics, one thing is beyond doubt: What Donald Trump says and what Donald Trump does are two very different things.

Donald Trump says he fights for working people and then ushers in perhaps the most anti-worker administration in modern times as President.

● This "bullet" symbol identifies statements or insertions which are not spoken by a Member of the Senate on the floor.

Donald Trump claims he is a ''leader on fertilization, IVF''—whatever that means—but his MAGA Justices overturned Roe and cast women's reproductive care into chaos.

Yesterday Donald Trump did it again, totally reversing himself, claiming that he will reverse the cap on State and local deductions. But Donald Trump must be suffering from selective amnesia because he was the one who took away people's SALT deductions in the first place. His tax bill did it—a dagger aimed at blue States that want to spend a little more to help people with housing and healthcare and education and transportation.

All of a sudden, now that he is on Long Island, Donald Trump's selective amnesia kicks in, and he totally reverses himself on SALT. But we know Donald Trump. We know what his MO is. He is going to do nothing. He is simply trying to escape the anger of many families he upset when he placed those caps, which affect so many middle-class people, particularly in higher cost areas like Long Island.

So he shows up in Long Island. Oh, he says he has changed his mind. And we know he will do nothing about it. Then, when some of his more rightwing people go to him and say ''You can't do it,'' he will say ''OK.''

So this is not only an empty promise, but it shows the hypocrisy of Donald Trump. For Donald Trump to pretend he has found religion on eliminating the SALT caps 2 months before an election, speaking in Long Island, is comical, is unserious, and it shows the lack of integrity that this man has. His promises carry about as much weight as Monopoly money.

Remember, the SALT cap was one of the key parts of Donald Trump's own tax law. Congressional Republicans pushed the cap; he signed it. Donald Trump's own Treasury Secretary, Steve Mnuchin, called SALT a subsidy for States like New York, even though for decades New York paid tens of billions more in taxes than we received from the Federal Government. To this day, SALT caps remain in place because extreme Republicans have blocked any attempt to fix this defective policy.

I have been a loud proponent of eliminating the SALT cap from the start. As long as I am leader, I will do everything in my power so that when these caps expire at the end of next year, they will not come back.

Double taxing hard-working owners on Long Island, in the Hudson Valley, and across New York and many other States as well—largely blue States—is plainly unfair, and it could not have come up at a worse time than the last few years, with so much chaos caused by COVID and the economic turmoil it unleashed.

So for families frustrated by the SALT cap, so many on Long Island—firefighters, police officers, construction workers, who make good salaries—they have Donald Trump and congressional Republicans to thank for their pain.

GOVERNMENT FUNDING

Mr. President, now on the shutdown, we have less than 2 weeks now before September 30. If the House and Senate do not act by then to extend government funding, the government will shut down, and there will be no ambiguity that will be a Republican shutdown.

My friend the Republican leader said yesterday that if Republicans shut the government down, ''It would be politically beyond stupid for us to do that, because we'd''—meaning Republicans—''get the blame.''

Leader MCCONNELL is absolutely correct. A Republican shutdown would be beyond stupid for Republicans, and they would get the blame because it is only Speaker JOHNSON who is headed in that direction to assuage his hard right, the Freedom Caucus people, who hold his speakership in, shall we say—who say it is questionable whether he should be Speaker if this happens.

Nevertheless, Republicans are no closer to preventing a shutdown today than they were at the beginning of September. For the last 2 weeks, Speaker JOHNSON and House Republican leaders have wasted precious time on a proposal that everyone knows can't become law. His own Republican conference cannot unite around his proposal.

Today, the House is expected to vote on the Speaker's CR, and it is expected to fail. I hope that once the Speaker's CR fails, he moves on to a strategy that will actually work: bipartisan cooperation. It is the only thing that has kept the government open every time we have faced a funding deadline. It is the only thing that works this time too. Bipartisan, bicameral cooperation—that is what works. That is what we are willing and happy to do. And the clock is ticking.

If Republicans keep squabbling and careen us into a shutdown, the consequences will reverberate across the country. A shutdown harms the economy. A shutdown causes costs to spike as supply chains buckle and lending slows down. Federal safety programs could come to a halt, making our people and our communities less safe.

If the Republicans shut the government down, tens of thousands of children across the country could immediately lose access to Head Start. Nearly 7 million women and infants and children could lose nutrition program benefits. Food safety inspections would be jeopardized. Some members of the military could be asked to work without pay. Border security—something very important that our Republican colleagues talk a lot about—could be thrown into chaos, increasing wait times at ports of entry. Frontline border personnel would have to do their jobs without pay.

America does not want another Republican shutdown. America cannot afford another Republican shutdown. And make no mistake, if Republicans don't work with Democrats in a bipartisan way, if the four leaders can't come together because the House Republicans are so adamant, Americans will blame Republicans—particularly those in the House—for shutting the government down.

VBA SHORTFALL

Mr. President, now on the VBA shortfall, last night, the House passed legislation through a voice vote that would ensure that veterans get their well-deserved benefits for October. Passed by voice vote in the House—that doesn't happen too often on significant and important legislation.

Well, we want to pass it through the Senate quickly. The need for action is urgent. Without this mandatory funding for veterans' benefits before September 20, the VA will be unable to issue compensation and pension benefit payments to as many as 7 million veterans and their survivors. We can't let that happen, so we must act, and we will.

REMEMBERING BRIAN GRIFFIN

Mr. President, one final note—a sad note on Brian Griffin. Earlier this week, Senate Democrats lost a longtime member of our beloved family, Brian Griffin.

If you have been around the Senate long enough, you certainly knew Brian. He started his Senate career as a page, worked his way up through the cloakroom—I remember him being there and always being helpful—and served as a top aide for Senator Byron Dorgan.

Many in our caucus came to know Brian well and considered him a dear friend. His family is in our thoughts and in our prayers.

I yield the floor.

I suggest the absence of a quorum.

The PRESIDING OFFICER. The clerk will call the roll.

The senior assistant legislative clerk proceeded to call the roll.

Mr. MCCONNELL. Mr. President, I ask unanimous consent that the order for the quorum call be rescinded.

The ACTING PRESIDENT pro tempore. Without objection, it is so ordered.

RECOGNITION OF THE MINORITY LEADER

The Republican leader is recognized.

PRESIDENTIAL ELECTION

Mr. MCCONNELL. Mr. President, in the weeks since Washington Democrats made Vice President HARRIS their nominee, the American people have had their hands full in trying to figure out where her campaign stands on the issues on the top of their minds.

They have got serious questions about her role in everything from the runaway spending that gave them the worst inflation in 40 years to the open borders policies that have invited the worst humanitarian and security crisis the southern border has ever seen. Thus far, they haven't received many answers.

The problem is that the Vice President doesn't have a record. She has

campaigned for President once before and worked hand in hand with President Biden for 4 years since. Instead, the problem is that, on issue after issue, Vice President HARRIS has, at one time or another, played both sides. Well, working families want to know, this time, what side she is on.

Take energy policy. Back in 2019, then-Senator HARRIS went on record, saying:

There's no question I'm in favor of banning fracking.

Fast-forward, after 4 years of undermining exploration of abundant American energy, the Harris campaign says her policies as President would be different.

During her time in the Senate, our former colleague cosponsored the Zero-Emission Vehicles Act, a bill that would require car manufacturers to sell only zero-emission vehicles after 2040. These days, her campaign avoids getting pinned down about whether she would seek an electric vehicle mandate.

Then-Senator HARRIS also went on the record in support of the Green New Deal, including its make-work programs and job guarantees. These days, as the Biden-Harris war on American energy rages on, the Harris campaign conveniently reveals that she no longer supports this resolution, and, apparently, there is no policy too small for the campaign to walk back, not even the Vice President's stated support for—get this—a Federal ban on plastic straws. According to the campaign, that has been reversed as well.

Well, micromanaging fountain drinks is one thing, but as millions of Americans contend with the business end of the Biden-Harris climate and economic agenda, they ought to know precisely where the Democratic Party's nominee stands. Policies matter. They can quite literally be the difference between affording gas and groceries and going without. Voters are fed up with flip-flops, and the Vice President ought to come clean.

FOREIGN INVESTMENT

Now, Mr. President, on another matter, I have noted frequently that America's resolve and willingness to lead are being tested by a dangerous world. How we respond has everything to do with preserving the peace, prosperity, and security America and our allies have enjoyed for decades.

Today, I want to talk about how the free and uninterrupted flow of goods, people, and ideas has fueled American prosperity.

We all know that trade is important for American workers and American jobs, but the benefits of trade run far deeper than exports of American-made goods, services, ideas, and values. Trade is a two-way street. When we engage in the global market, we open our own doors to new sources of economic strength—to lower prices and more choices and to good-paying jobs from foreign companies that set up shop here at home. For 12 straight years, America has been the top destination for foreign businesses to invest their capital—investments that do a lot of good in big and small towns alike.

Let's take a look at Kentucky; for example, the Toyota plant in Georgetown. The Japanese automaker has invested billions—billions—in our economy. Today, it supports nearly 10,000 jobs in Central Kentucky.

In Carroll County, a Spanish-owned steel manufacturer supports nearly 1,600 more manufacturing jobs, and it is getting even bigger. Just this year, the company announced a new quarter-of-a-billion-dollar investment. Head west to Owensboro, where close to 500 jobs are on the way thanks to the Swedish manufacturer that invested hundreds of millions into their Kentucky-based production plant.

So, in Kentucky alone, in just looking at my State, businesses from 33 foreign nations support over 116,000 jobs. These jobs aren't just benefiting the biggest cities. Roughly, 60 percent of all of our counties in Kentucky are home to at least one international business.

Now, I have highlighted just a few examples in my home State, but these aren't anomalies. They speak to a situation true all across our country: Foreign investment benefits American workers and American communities, but it doesn't happen on its own. Foreign businesses invest in America because they know they can count on our commitment to free markets and free enterprise and on our rule of law.

Turning our backs on the world means signaling that we are closed for business. It means dulling the magnet of foreign direct investment that draws capital from all over the world to our shores. When our leaders throw up barriers to foreign investment from friends and allies, they risk hurting the very communities they intend to protect. Unfortunately, that is precisely what some loud voices are urging our leaders to do, and if they succeed, our economy will be worse for it.

To be absolutely clear, this isn't an appeal to the naive globalism of the 1990s. Trade is not a cure-all for the serious challenges of competition with China and Russia, but if our adversaries' predatory trading practices and exploitations of institutions tell us anything, it is that leaving a vacuum in global markets is an invitation for further misbehavior.

Working closer with like-minded friends and allies to preserve free and fair trade and to protect critical supply chains is essential to both our security and our prosperity. When friends and allies invest in the U.S. economy and, likewise, when American companies invest in theirs, we drive growth, boost paychecks, and increase American-made exports. That is good news for Kentucky and for workers and job creators all across America.

I suggest the absence of a quorum.

The ACTING PRESIDENT pro tempore. The clerk will call the roll.

The senior assistant legislative clerk proceeded to call the roll.

Mr. DURBIN. Mr. President, I ask unanimous consent that the order for the quorum call be rescinded.

The ACTING PRESIDENT pro tempore. Without objection, it is so ordered.

IMMIGRATION

Mr. DURBIN. Mr. President, throughout our Nation's history, election season has brought out the dark side of politics.

John Adams and Thomas Jefferson infamously waged smear campaigns against each other during the election of 1800. Andrew Jackson and John Quincy Adams exchanged accusations of murder and impropriety in the election of 1828, and questions about Grover Cleveland's activity out of wedlock became campaign fodder in the election of 1844—all to say dirty campaign tricks are hardly foreign to American elections.

But, today, I want to address a particularly vile lie being circulated by former President Trump and his Vice Presidential candidate, J.D. VANCE, and their supporters during this campaign, and this lie has real-life consequences.

In recent weeks, false claims have been circulating on social media that members of the Haitian immigrant community in Springfield, OH, are abducting, killing, and eating people's pets.

The former President even made this claim during his debate with KAMALA HARRIS. This claim is not only outrageous and patently false, with both city officials and law enforcement confirming they have received zero criminal reports of such conduct, but it is now becoming a safety concern for the entire Springfield, OH, community. Despite this, the former President and his running mate have continued to knowingly spread this lie.

Shockingly, in an interview with CNN this week, Senator VANCE admitted that he was willing to ''create stories'' to get media attention. And that is exactly what he and former President Trump have done—first on social media, then during last week's debate to an audience of 67 million Americans, and then on national news.

Think about that. A man who is seeking to become Vice President of the United States admitted that he was willing to spread vicious lies simply to get media attention.

But these lies have real consequences for Haitian immigrants in Springfield, OH, and across the country. Since this smear campaign began, there have been multiple evacuations of schools, government buildings, and medical facilities in Springfield, OH, because of bomb and shooting threats related to these lies.

I want to thank Ohio Governor Mike DeWine, a Republican and my former Senate colleague, for stepping up to debunk these lies and protect the people of his State.

Yet these candidates have doubled down. They are willing to spread lies and put an entire community at risk to amplify their anti-immigrant platform.

But this behavior is not a surprise. For years, the former President has engaged in bigoted fearmongering, especially when it comes to the topic of immigration.

One incident summarizes his approach well. It was January of 2018. Then-President Trump, myself, and a handful of other lawmakers were sitting in the Oval Office in the White House, discussing a bipartisan immigration deal that I had negotiated, along with Senator LINDSEY GRAHAM.

The agreement would have devoted billions of dollars to securing the border and giving legal protection to Dreamers, young immigrants who grew up in this country. But the former President was not interested. He complained that it would lead to more immigration from Haiti, which he dismissed in profane terms that I am loathe to repeat on the floor of the Senate.

I was stunned. His words were hate-filled, vile, and racist. I could not believe that the President of the United States of America not only held these views but felt comfortable enough to speak them aloud in the Oval Office. But he did. So it was hardly surprising that, when presented with the opportunity to continue to fuel his anti-Haitian hate, the former President has taken that opportunity.

I speak on the floor today to tell Haitian immigrants and Haitian Americans and the entire immigrant community: There is no place for hate in America—no place for hate. You are a critical piece of American leadership. You make our communities and our Nation stronger.

Just look at the attorney general of my home State of Illinois, a dear friend of mine, Kwame Raoul. He is the son of Haitian immigrants, and his service to the State of Illinois and the Nation is invaluable. He, too, has condemned the former President's fearmongering.

Or look at CPT Alix Idrache, a top member of his class and graduate of West Point, who is a pilot for the U.S. Army. He was born in Haiti. He rose to national prominence, in 2016, after a photo showed him with tears streaming down his face at the West Point graduation. His tears, he explained, were a representation of the American dream.

For Haitians who have already experienced violence and instability in their native country, the lies that the former President is spreading only make their lives in America—somewhere they hoped would be a safe place—more dangerous.

It disheartens me that, in the year 2024, I must come to the floor of the Senate to condemn the lies of a former President who is running yet another political campaign fueled by fearmongering and hate.

Immigrants make our Nation stronger, and any attempt to score cheap political points from lies suggesting otherwise should be met with swift condemnation from both sides of the aisle.

It is ironic that, at a time when these dehumanizing remarks are being made about immigrants in Springfield, OH, there was a press conference yesterday in St. Louis, MO. I call it to the attention of everyone.

St. Louis is a town I know well. I grew up across the river, in East St. Louis, IL, and I have spent many a day in St. Louis, MO. The town has seen its problems and its challenges, and, a few years ago, they decided to try to analyze what the problem was. The problem was they needed a workforce, and they didn't have one. Do you know what they suggested as a solution? Immigrants—immigrants. They need more in St. Louis.

Yesterday, there was an announcement by the chamber of commerce. It was an extraordinary announcement that they have attracted some 30,000 immigrants to that city. They believe that it means that they can move forward now with economic development. It was a plan by the chamber of commerce.

Contrast those two remarks—remarks of former President Donald Trump and his Vice Presidential candidate, J.D. VANCE—about immigration, dehumanizing these immigrants and suggesting they are not only unnecessary in the United States but actually negative in their impact. They are wrong in Springfield, OH. They are clearly wrong in St. Louis, MO. They are wrong in America.

Immigrants have made this country. We are a nation of immigrants, and I would say quite boldly: I am damn proud of it.

My mother was an immigrant to this country, brought here at the age of 2. I am glad that my grandparents, whom I never knew, had the courage to make that journey to the United States. Because of that courage and determination, like so many other immigrants—because of it—I am standing here today as a Senator representing the great State of Illinois.

How in the world can we continue to allow this rhetoric to come from Trump and Vance in terms of the immigrants' impact on America?

We can see before our eyes it makes a difference. The diversity of our population is our strength, and that strength should be capitalized on.

To think that young people who are Dreamers, brought here by their families, run the risk of being deported at some point because of this rhetoric makes me sick to my stomach. These are wonderful young people, extraordinary contributors to America's future, and we should applaud them, not hate them.

I can tell you for a fact. I know a little bit about the Senate. I have served here for a number of years. There are Members of the Senate on the other side of the aisle who want not one single new immigrant to come to America.

I believe there should be an orderly process. That is why I was one of the Gang of 8 to create the Comprehensive Immigration Reform bill, which passed in the Senate quite a few years ago. It should pass again.

We should have an orderly process of immigration and capitalize on the benefits that they bring to this country, and build our economy on those. But to say that we are opposed to all immigrants is just plain unfair. It is wrong, and it is un-American.

St. Louis now realizes that with a workforce, they can start to rebuild their economy, and they are applauding that. Immigration is part of the solution if it is done in the proper, orderly manner. And we can do it that way if we pass comprehensive immigration reform.

The notion of deporting 11 million people from the United States is a fantasy. It cannot, it should not ever happen. These people have made a great contribution to this country.

President Trump wants to say that, if you have a woman, for example, who is a mother who is undocumented in a house full of documented citizens, she should be deported or everyone in the house should be deported. It isn't going to happen, and it should never happen.

We should capitalize on comprehensive immigration reform and make it a viable part of America's future.

I yield the floor.

I suggest the absence of a quorum.

The ACTING PRESIDENT pro tempore. The clerk will call the roll.

The bill clerk proceeded to call the roll.

Mr. THUNE. Mr. President, I ask unanimous consent that the order for the quorum call be rescinded.

The ACTING PRESIDENT pro tempore. Without objection, it is so ordered.

Mr. THUNE. Mr. President, August border numbers came out on money, bringing the total number of encounters at our southern border, thus far, for fiscal year 2024 to more than 2 million—2,033,260 to be precise—the third highest total ever recorded, with another month still to go.

The highest total ever recorded was in fiscal year 2023. The second highest total ever recorded was in fiscal year 2022. And the fourth highest total ever recorded was in fiscal year 2021. In other words, President Biden and Vice President HARRIS have presided over 4 years of recordbreaking illegal immigration at our southern border.

The problem started right away. On the day he took office, President Biden began dismantling the border security policies of his predecessor, and illegal immigration began surging in response—no big surprise there.

For 3-plus years now, President Biden and Vice President HARRIS essentially just stood around and watched. They watched as recordbreaking numbers of individuals surged across the southern border. They watched as the Border Patrol and border cities struggled under the massive influx. They

watched as encounters of individuals on the Terrorist Watchlist nearly quadrupled in fiscal year 2022, and then rose even higher the next year.

Vice President HARRIS was supposed to be President Biden's border czar. I would be hard-pressed to name anything she did to stop the influx. If she did take any action, it was certainly ineffective, based on the steady increases in border encounters.

I don't have to tell anyone what the problems are with the kind of unchecked illegal immigration that we have been seeing. As I said, U.S. Customs and Border Protection has been stretched thin for pretty much the entirety of the Biden-Harris administration.

Cities at the border and around the United States have struggled with the influx of migrants, and migrants themselves have suffered as they have undertaken the perilous journey to our southern border, spurred on by the Biden-Harris administration's open-border policies.

Worst of all, the Biden-Harris border crisis has left a gaping hole in our national security. The kind of unchecked illegal immigration we have been seeing is an invitation to dangerous individuals to enter our country.

I mentioned that the number of individuals on the Terrorist Watchlist encountered at the southern border has surged, and those are just individuals who were actually apprehended. We have no idea how many terrorists or other dangerous individuals have made their way across our southern border without being apprehended.

We are closing in on 2 million known ''got-aways'' in the Biden-Harris administration's watch. Those are individuals the Border Patrol saw but was unable to apprehend. How many of those were dangerous people who should not be entering our country?

U.S. Border Patrol Chief Jason Owens, in a March interview with CBS News, said the number of known ''got-aways'' is keeping him up at night. This is his quote:

> This is a national security threat. Border security is a big piece of national security. And if we don't know who is coming into our country and we don't know what their intent is, that is a threat. And they're exploiting a vulnerability that's on our border right now.

That same month, FBI Director Christopher Wray told the Senate Select Committee on Intelligence:

> We are seeing a wide array of very dangerous threats that emanate from the border.

I want to repeat that.

> We are seeing a wide array of very dangerous threats that emanate from the border.

That is from the Director of the FBI.

The June arrest of eight men from Tajikistan with suspected ties to ISIS who had illegally entered the country, as well as the identification of over 400 migrants that used an ISIS-affiliated smuggling network to enter our country, are just two examples of the kind of threats that we face and the dangers of the chaos that President Biden and Vice President HARRIS have allowed to rage at our southern border.

In addition to threats from terrorists and other dangerous individuals, the chaos at our southern border has unquestionably facilitated illegal cross-border activity, including the smuggling of deadly drugs like fentanyl, which then make their way around our country.

My State of South Dakota is about as far from our southern border as you can get, but law enforcement officials consistently tell me that the illegal drugs that they are dealing with have entered the country across our southern border. In 2022, Minnehaha County Sheriff Mike Milstead estimated that 90 percent—90 percent—of the fentanyl and meth in our State comes from Mexico. That is 90 percent, Mr. President.

I could go on. There is a lot more to talk about when it comes to the Biden-Harris border crisis—from the mass amnesty the administration has offered to hundreds of thousands of individuals whose asylum cases have been closed without a decision to the placing of unaccompanied children with possibly dangerous guardians, something that Senator GRASSLEY and Senator LANKFORD are currently working to rectify and prevent in the future.

But I will stop here. Four record-breaking years of illegal immigration: the national security legacy of the Biden-Harris administration.

I yield the floor.

I suggest the absence of a quorum.

The PRESIDING OFFICER (Mr. HICKENLOOPER). The clerk will call the roll.

The bill clerk proceeded to call the roll.

Ms. COLLINS. Mr. President, I ask unanimous consent that the order for the quorum call be rescinded.

The PRESIDING OFFICER. Without objection, it is so ordered.

GOVERNMENT FUNDING

Ms. COLLINS. Mr. President, I rise today to point out that we are only 12 days from the end of the fiscal year and to call upon the majority leader to bring the appropriations bills to the Senate floor. We have wasted the last 2 weeks. We have spent time voting on issues that were not nearly as time-sensitive.

By the end of July, the Senate Appropriations Committee had held hearings on, thoroughly considered at full committee markups, and reported for consideration by the full Senate 11 of the 12 appropriations bills, roughly 96 percent of the discretionary funding permitted by the caps. All of the bills—all of them—received strong bipartisan support. We advanced six of the bills unanimously. Unanimous support for any bill in today's Senate is no small feat and a testament to the hard work and seriousness of our committee members on both sides of the aisle, led by our chair, the senior Senator from Washington.

But what has happened after the committee reported its bills? Nothing. They have languished on the Senate calendar. Instead of taking up the Senate committee-passed bills—including bills that passed unanimously—that we passed earlier in the summer, the Senate has spent this month processing nominations and taking show votes aimed at scoring political points.

Show votes: We had another of those yesterday. We voted for the second time on the exact same bill on IVF. What was that? That is not what the Senate should be doing at this critical time. That was simply an attempt by the majority leader to score political points, and I think that is highly unfortunate. We need to get back to legislating, and surely funding our government is an imperative. The Founders envisioned the Senate as a deliberative institution.

As I indicated, by July, the Senate Appropriations Committee had advanced the fiscal year 2025 Defense appropriations bill by a vote of 28 to 0. It was unanimous. The bill would provide our military with the resources it needs to confront the global threats facing the United States, which combatant commanders have described to me as being the worst and most dangerous in 50 years.

Our bill rejects the administration's budget that would have led to the smallest Air Force in history and would have yielded the seas to the growing Chinese navy. The committee, instead, called for a 3.3 percent increase in defense funding levels compared to last year.

Our bill strengthens our military across all domains: air, land, sea, space, and cyberspace.

Our bill would also provide our brave men and women in uniform the pay and benefits that they deserve. It would fund a 4.5-percent pay increase for most of our service men and women and a 5.5-percent pay increase for the most junior enlisted personnel.

These are just some of the highlights of the bill.

Our bill includes $37 million for Navy shipbuilding, the largest shipbuilding budget ever. It begins to reverse the dangerous decline in the number of Navy ships.

For the Air Force, the bill provides additional funding to make nearly 500 more aircraft available than the President's budget request would allow.

The bill addresses the changing face of warfare with $1 billion for counterdrone capabilities to address this evolving threat. The growing use of drones by Iran and its proxies as well as Russia in its attacks in Ukraine have demonstrated that warfare has changed and so must our strategies and budgets.

These are just some of the highlights of this critically important appropriations bill that we should have been debating, amending, and passing on the Senate floor.

Mr. President, don't take just my word for it. I would ask unanimous

consent to submit for the RECORD letters on why we need a full-year defense appropriations bill and describing the harm of long continuing resolutions.

One of the letters is from the Chairman of the Joint Chiefs of Staff. One is from the Secretary of Defense. One is from the Chief of Naval Operations. One is from the Commandant of the Marine Corps. One is from the Secretary of the Navy. One is a letter from The Military Coalition, representing more than 5.5 million current and former servicemembers, their families, and caregivers. One is from the Aerospace Industries Association. I could go on and on.

Mr. President, I ask unanimous consent that those letters be printed at the end of my remarks.

The PRESIDING OFFICER. Without objection, it is so ordered.

Ms. COLLINS. Mr. President, here is my point. It does not have to be this way. If the Senate majority leader had prioritized bringing appropriations bills to the floor, we could be in conference now with our Senate colleagues on some of the most important funding bills and send them to the President's desk prior to the October 1 start of the fiscal year.

The Senate is not doing its job. We should be considering these bills, not engaging in show votes.

There being no objection, the material was ordered to be printed in the RECORD, as follows:

CHAIRMAN OF THE JOINT CHIEFS OF STAFF,
Washington, DC, September 13, 2024.

Hon. PATTY MURRAY,
Chair, Committee on Appropriations, U.S. Senate, Washington, DC.

DEAR MADAM CHAIR: We thank Congress for passing Fiscal Year 2024 Defense Appropriations, including multiyear procurement funds, and National Security Supplemental Funding for critical investments into our Nation's defense industrial base.

However, I am concerned the Joint Force has been constrained by Continuing Resolutions for 14 of the past 15 years, totaling 5 years' worth of lost time we cannot get back. Continuing Resolutions (CR) of any length have lasting impacts on the Joint Force. The National Defense Strategy identifies the key challenges that threaten U.S. national interests. All are currently active and, in some cases, working together. This convergence puts us in in the most dynamic and challenging global security environment in my nearly 40 years in uniform.

Our Joint Force is the most capable and lethal fighting force in the world. Maintaining our strategic advantage depends upon on-time funding to have a modernized and ready force. In the race against time, each CR is the equivalent of taking a knee on advancing our defense capabilities as security challenges increase their momentum to challenge our credible combat power. CRs significantly impact and degrade acquisition of the warfighting capability and capacity required to defend the United States and our interests. They slow progress and damage our relationships with the defense industrial base, eroding trust driving up costs, and increasing delivery times, as industry hedges against funding inconsistencies.

Should Congress move forward with a six-month CR, we anticipate detrimental impacts to readiness and modernization across the Joint Force. Pay and entitlements, nuclear enterprise modernization, shipbuilding and maintenance, aircraft procurement, weapons system sustainment, munitions production, and multiple new starts are just a few examples that will feel the brunt of the lost time and lost buying power caused by a CR.

Our Joint Force depends on long-term, stable. predictable, and timely funding. We are living in a consequential time. There is no time to waste. Thank you for your continued support and service to our Nation.

Sincerely,

CHARLES Q. BROWN, Jr.,
General, U.S. Air Force.

SECRETARY OF DEFENSE,
Washington, DC, September 7, 2024.

Hon. SUSAN COLLINS,
Vice Chairman, Committee on Appropriations, U.S. Senate, Washington, DC.

DEAR SENATOR COLLINS: I am providing a detailed list of the impacts of a six-month continuing resolution (CR) for the Department of Defense. The Department appreciates the opportunity to share its view on a six-month CR and the litany of difficulties it would impose—not only on accomplishing our mission and maintaining national security, but also on the quality of life of our Service members and their families.

If passed, a six-month CR would represent the second year in a row, and the seventh time in the past 15 years, where the Department is delayed in moving forward with critical priorities until mid-way through the budget year. These actions subject Service members and their families to unnecessary stress, empower our adversaries, misalign billions of dollars, damage our readiness, and impede our ability to react to emergent events.

As you have heard me say, our budget is aligned to our strategy. A six-month CR would set us significantly behind in meeting our pacing challenge highlighted in our National Defense Strategy—the People's Republic of China (PRC). The PRC is the only global competitor with both the intent and capability to change the international order. The PRC does not operate under CRs. Our ability to execute our strategy is contingent upon our ability to innovate and modernize to meet this challenge, which cannot happen under a CR. Asking the Department to compete with the PRC, let alone manage conflicts in Europe and the Middle East, while under a lengthy CR, ties our hands behind our back while expecting us to be agile and to accelerate progress. We have already lost valuable time, having operated under 48 CRs for a total of almost five years since 2011. We cannot buy back this time, but we can stop digging the hole.

Moreover, under the Fiscal Responsibility Act of 2023 (FRA), the consequences of such a CR in fiscal year (FY) 2025 could be even more dire for the U.S. and its allies and partners. Failure to pass any one of the 12 full appropriations acts by January 1, 2025, will start a process to reduce discretionary spending limits (caps) for the security category by one percent below the enacted FY 2023 level. This will be enforced through sequestration, potentially resulting in a total reduction of $42 billion from the Department's FY 2025 request. A six-month CR takes us far too close to the April 30, 2025 deadline for a permanent sequestration order, as required by the FRA and related legislation.

A long-term CR in FY 2025 would impede thousands of DoD programs and projects. Military recruiting would be damaged, just as we are post-COVID, returning to meeting our goals. We would be forced to forego vital investments in our defense industrial base, including the submarine and ship building bases. We would lose time and money the Nation cannot risk on modernization of our nuclear triad, rapid fielding of Uncrewed Aerial Systems through the Replicator initiative, execution of hundreds of military construction projects, and deterrence initiatives in the Indo-Pacific and Europe. Additionally, because there would be no funds for legally required military and civilian pay raises during a CR, the Department would be forced to offset the cost of these well-deserved pay raises, and in fact all inflation impacts across the Department, by cutting into other programs and accounts at potentially damaging levels.

Enclosed with this letter is information that highlights the impacts on each of the Military Departments and certain Defense-Wide activities should Congress fail to act. As you will see, the repercussions of Congress failing to pass regular appropriations legislation for the first half of FY 2025 would be devastating to our readiness and ability to execute the National Defense Strategy.

The single most important thing that Congress can do to ensure U.S. national security is to pass timely legislation for all 12 appropriations bills for FY 2025. I am fully aware of the political pressures that will challenge the Congress from fulfilling its duty before our national elections conclude. No matter who wins this election, there will be a Presidential transition. I urge you and your colleagues to take up action immediately after the election to limit damage to our national security during this vulnerable period around transitions and uphold the bipartisan tradition of funding our nation's defense prior to the inauguration of a new President.

The Department stands ready to assist Congress in any way possible to ensure it has the information and resources to pass this essential legislation. As I have said several times in the past, it's not only the right thing to do, but also the best thing to do for our Nation's defense.

A copy of this letter is being sent to the other Chairs and Ranking Members of the House and Senate Committees on Appropriations.

Sincerely,

LLOYD J. AUSTIN.

DEPARTMENT OF THE NAVY,
CHIEF OF NAVAL OPERATIONS,
Washington, DC, September 17, 2024.

Hon. JON TESTER,
Chairman, Subcommittee on Defense, Committee on Appropriations, U.S. Senate, Washington, DC.

DEAR MR. CHAIRMAN: I write to express my deep concern regarding Congress' intention to pass a six-month continuing resolution (CR) and echo the Secretary of Defense and the Secretary of the Navy's calls to enact a Fiscal Year (FY) 2025 appropriation bill. A six-month CR would cause profound, damaging impact to the United States Navy while imposing unnecessary hardship on our Sailors, civilians, and their families.

I am grateful for your support of the provision to add $1.95B to fully fund the two FY 2024 appropriated Virginia class submarines. This supplemental funding supports my efforts to maximize players on the field, deliver decisive combat power, invest in the submarine industrial base, and maintain trust in the AUKUS partnership.

Our Navy continues to support our Nation's security interests operating around the globe and, most notably this year, in harm's way. The Navy requires stable, predictable funding while engaged in combat in the Middle East, in a race with the People's Republic of China, and challenged by an aggressive Russia. A six-month CR would delay platforms and weapons to our warfighters

and undermine the foundation that supports them. Additionally, a six-month CR in FY 2025 drives us towards the draconian consequences of the Fiscal Responsibility Act of 2023 imposing additional spending caps.

Our FY 2025 budget request is strategy driven and invests in priorities that will deter our potential adversaries and enable your Navy to respond in crisis and if necessary, win decisively in war. It is laser-focused on warfighting, warfighters, and the foundation that supports them. Highlighted below is a partial list of priorities that would be undermined by a six-month CR:

Columbia Class Submarine: risks further delaying delivery of Columbia class submarine due to construction delays and would result in future cost increases.

CVN 75 Refueling (RCOH): risks slippage of new contract award resulting in maintenance delays and potential cost increases.

Quality of Service: risks to fleet and family services, child development centers, and supporting shore infrastructure.

Operations and Maintenance: risks to air and port operations, facilities management and environmental compliance. Risks potential descoping or delaying some of the 58 ship depot maintenance availabilities scheduled for FY 2025.

Military Personnel: more gaps at sea, reduction to end strength, elimination of most new bonus awards. Upon passage of the FY 2025 National Defense Authorization Act, pay raise that takes effect January 1, 2025 will induce impacts on other mission areas such as curtailment of permanent change of station moves and other personnel requirements.

Munitions: delays AIM–9X Sidewinder and Rolling Airframe Missile contract awards reducing missiles for fleet load outs.

Military Construction: Trident Refit Facility Expansion will be delayed, interrupting current operations and resulting in a failure to meet the refit mission of the Columbia Class submarine. Delays to Family Housing on Guam due to reduction in Navy Family Housing Construction. Delays to Conventional Prompt Strike Test Facility that will slow schedule, increase cost, and reduce rounds available to the warfighter.

Passing legislation on time for all 12 FY 2025 appropriations bills is the single most effective action Congress can take to ensure U.S. national security. The compounding effect from years of repeated CRs continues to undermine our ability to support the warfighter and maintain our position as the world's preeminent naval force. In the end, it is our people that suffer effects of a CR and the unpredictability it brings. I would ask you to think of the Sailors and their families from each of your state's districts. We must continue to build on the momentum of our efforts to ensure our quality of service meets the highest standards and look after our families who enable us to accomplish our warfighting mission.

The United States Navy stands ready to assist Congress in any way possible to ensure it has the information and resources to pass this essential legislation.

A similar letter has been sent to Chairman Calvert, Chair Murray, and Chairman Cole.

Sincerely,

L.M. FRANCHETTI.

DEPARTMENT OF THE NAVY,
HEADQUARTERS UNITED STATES MARINE CORPS,
Washington, DC, September 17, 2024.

Hon. JON TESTER,
Chairman, Subcommittee on Defense, Committee on Appropriations,
U.S. Senate, Washington, DC.

DEAR MR. CHAIRMAN; I am writing to express my deep concerns regarding the impact of Continuing Resolutions (CRs) and budget uncertainty on the readiness and mission of the Marine Corps.

My recent Commandant's Planning Guidance outlines the Marine Corps' strategic priorities and objectives, continuing the momentum of our Force Design initiatives, including maturing kill webs, maturing the force, and Quality of Life efforts that together generate a ready Fleet Marine Force and enable Joint operations. The FY25 President's Budget reflects these priorities and requests the necessary funding to achieve them. However, CRs and budget uncertainty have a detrimental effect on our ability to continue to build the Joint Force's Stand-in Force while sustaining the Nation's crisis response capabilities.

When we operate under a CR, the misalignment and reduced levels of funding prevent the planned execution of our FY25 strategy-driven budget. This leads to inefficiencies and a deceleration in warfighting investment, disruption to recruiting and retention, and reductions to operation and maintenance accounts, potentially compromising our ability to respond to emerging threats. Furthermore, budget uncertainty creates instability and unpredictability in our planning and operations, leading to delays in procurement, maintenance, and training, which impact our warfighting readiness, modernization efforts, and meeting our commitments to our allies and partners.

I urge you to consider the importance of providing timely appropriations for the Marine Corps. Budget certainty—adequate, stable, predictable funding—is the single most effective way to maintain critical strategic momentum in our Force Design transformation efforts to stay in front of our pacing threat, to support our Marines and Sailors, and to fulfill our mission as the Nation's Naval Expeditionary Force in Readiness.

A similar letter has been sent to Chair Murray, Chairman Cole, and Chairman Calvert. Thank you for your attention to this matter. I look forward to working with you to ensure the continued success of the Marine Corps and the defense of our Nation.

Very Respectfully,

ERIC M. SMITH,
General, U.S. Marine Corps,
Commandant of the Marine Corps.

THE SECRETARY OF THE NAVY,
WASHINGTON, DC,
September 12, 2024.

Hon. SUSAN COLLINS,
Vice Chair, Committee on Appropriations,
U.S. Senate.

DEAR VICE CHAIR COLLINS: I write today to express my concern about the six-month continuing resolution (CR) and its impact on the Navy and Marine Corps. This lengthy delay in new funding would force the Department of the Navy (DON) to operate at last year's funding levels with the negative consequences lasting far beyond the time frame of the CR, impeding our ability to field the force needed to defend our nation while imposing unnecessary stress on our Sailors, Marines, Civilians, and their families.

Our FY 2025 budget request included significant investments in recruiting, quality of life, and the ships, submarines, and aircraft the DON requires to enhance maritime dominance. Enclosed with this letter is a detailed list articulating the impacts of a six-month and year-long CR on the DON, but here are some of the most consequential:

Delays in the Virginia Class submarine will impact submarine deliveries and future force structure availabilities, which are already running over cost and behind schedule. A CR risks setting back the program even further.

Further delaying delivery of Columbia Class submarine due to postponed construction, and result in future cost increases.

A six-month CR risks delaying critical investments in the submarine industrial base and the Australia, United Kingdom, and United States (AUKUS) partnership.

Restriction of Cost-to-Complete funding for prior year shipbuilding programs including CVN–74 refueling resulting in maintenance delays and potential cost increases.

Profound negative impacts on the Marine Corps Force Design efforts, slowing key acquisition programs.

Uncertainty in recruiting budget would lead to challenges in attracting new talent to the force.

Negative impacts to Quality of Service efforts including the Marine Corps Barracks 2030 initiative.

Other limitations include delays to ongoing and planned Nuclear Command, Control and Communications engineering activities supporting STRATCOM, construction projects, continued development of conventional munitions, and delays in procurement of munitions.

Delay key investments in making critical infrastructure like roadways, ranges, and utility systems resilient to extreme weather and climate change. It will also cause serious delays in developing and fielding the Hybrid Medium Tactical Truck program.

Additionally, a long-term CR would impact a multitude of programs within the Department, having a lasting impact on industry stabilization efforts for both shipbuilding and munitions. These include twenty construction projects, five research and development projects, up to fifty-eight ship maintenance availabilities, procurement of five ships, aircraft programs and munitions critical for our warfighters. Finally, due to the pay raises for both military and civilian not being funded under a year-long CR, additional programs would be negatively impacted to accommodate the increases in payroll along with other inflationary impacts.

The Department of the Navy stands ready to assist Congress in any way possible to ensure it has the information and resources to pass this essential legislation. This is the best thing to do to support our Nation's defense.

A copy of this letter is being sent to the other Chairs and Ranking Members of the House and Senate Committees on Appropriations.

Sincerely,

CARLOS DEL TORO.

THE MILITARY COALITION,
September 9, 2024.

Hon. CHUCK SCHUMER,
Majority Leader, U.S. Senate.
Hon. MIKE JOHNSON,
Speaker, House of Representatives.
Hon. MITCH MCCONNELL,
Republican Leader, U.S. Senate.
Hon. HAKEEM JEFFRIES,
Democratic Leader, House of Representatives.

DEAR MAJORITY LEADER SCHUMER, REPUBLICAN LEADER MCCONNELL, SPEAKER JOHNSON, AND DEMOCRATIC LEADER JEFFRIES: The Military Coalition (TMC), representing more than 5.5 million current and former uniformed service members, veterans, their families, caregivers, and survivors urges you to pass all of the Fiscal Year (FY) 2025 appropriations bills supporting our uniformed services—in particular the Defense Appropriations and Military Construction, Veterans Affairs, and Related Agencies' Appropriations (MilCon–VA)—as soon as possible and at no less than the Senate Armed Services Committee-passed levels.

Our nation faces many threats, and our uniformed services operate in a very challenging environment. From responding to

Russia's unprovoked invasion of Ukraine and the current crisis in the Middle East, China's aggression in the Indo-Pacific, as well as countering the malign activities of North Korea—the uniformed services continue to answer our nation's call around the globe. Domestically, without fail or delay, the uniformed services have executed essential support to civilian authorities during natural disasters of historical scales.

If a continuing resolution (CR) is required to avert a harmful and counterproductive government shutdown, it should be a short one. Funding the government at last year's rate diminishes national security and the capabilities of the uniformed services (both Regular and Reserve Components) by hurting readiness, modernization, and quality-of-life programs. Uniformed service members who have concerns regarding quality-of-life issues cannot dedicate their full attention to the mission. The negative impact to quality of life will do nothing but harm those who are currently serving and will paint a negative picture for any recruiting efforts from an already scant pool of eligible candidates. CRs also do not permit new starts or increase the level of investment in modernization priorities. Further, new family housing and barracks projects cannot be started. Delaying funding damages our defense posture nationally and globally. CRs also hurt the defense industrial base, including small businesses, by adding uncertainty to the procurement and manufacturing processes. CRs damage the joint force's ability to prepare to fight and win in the future and impedes readiness to counter threats today.

Further, our nation's service members, veterans, their families, caregivers, and survivors deserve the best possible health care including mental health care as well as timely claims and rating decisions. Shutdowns and CRs hinder new investments to enhance care for beneficiaries, the ability to hire additional health and mental health professionals, and improve facilities.

We believe that a strong national defense begins at home. The uniformed services, their families, our veterans and survivors benefit from on-time appropriate domestic spending which contributes to national security.

As such, TMC, as represented by the organizations listed below, urge you to swiftly pass all twelve FY 2025 appropriations bills as soon as possible. This would provide the predictability and resources commensurate with the demonstrated need and the urgency that our national security challenges require, and our service members, veterans, their families, caregivers, and survivors have earned.

Thank you for your continued service to our nation in Congress.

Sincerely,

JACK DU TIEL,
President, The Military Coalition.

THE MILITARY COALITION

Air and Space Force Association (AFA),Air Force Sergeants Association (AFSA), Army Aviation Association of America (AAAA), (Association of the United States Army (AUSA), Association of the United States Navy (AUSN), Blinded Veterans Association (BVA), Blue Star Families, Commissioned Officers Association of the US Public Health Service (COA), Fleet Reserve Association (FRA), Gold Star Wives of America, Iraq and Afghanistan Veterans of America (IAVA), Jewish War Veterans of the US (JWV), Marine Corps League, Military Chaplains Association, Military Officers Association of America (MOAA), Military Order of the World Wars (MOWW), National Military Family Association, Naval Enlisted Reserve Association (NERA), Non-Commissioned Officers Association of the USA (NCOA), Reserve Organization of America (ROA), Service Women's Action Network (SWAN), The Retired Enlisted Association (TREA), Tragedy Assistance Program for Survivors (TAPS), US Army Warrant Officers Association (USAWOA), U.S. Coast Guard Chief Petty Officers Association & Enlisted Association (USCGCPOA), Vietnam Veterans of America (VVA).

AEROSPACE INDUSTRIES ASSOCIATION,
September 4, 2024.

Hon. CHUCK SCHUMER,
Majority Leader, U.S. Senate.
Hon. MITCH MCCONNELL,
Republican Leader, U.S. Senate.
Hon. MIKE JOHNSON,
Speaker, House of Representatives.
Hon. HAKEEM JEFFRIES,
Democratic Leader, House of Representatives.

DEAR SPEAKER JOHNSON, MAJORITY LEADER SCHUMER, REPUBLICAN LEADER MCCONNELL, AND DEMOCRATIC LEADER JEFFRIES: On behalf of the American aerospace and defense industry, which employs millions of Americans and contributes billions to the American economy, the Aerospace Industries Association (AIA) encourages you to act urgently and jointly to address key priorities when Congress returns from its August district work period. This includes FY25 appropriations bills, the FY25 National Defense Authorization Act, and tax legislation that reverses current policies discouraging business research and development. Enacting these critical bills will not only protect the health of our industry, which is essential to the economic and national security of the United States but will also reinforce our country's resilience and well-being.

AIA represents our nation's leading aerospace and defense companies. These businesses are responsible for countless innovations, research and development that provides cutting-edge technology to our warfighters, improves aviation safety, and demonstrates our global leadership in space. We look forward to working with you to advance key legislation that is critical to maintaining our national security and our global economic leadership.

We know that passing all 12 regular appropriations bills is among your top priorities, and it is a priority that AIA and our members share. U.S. companies like ours that do business with the Department of Defense, the National Aeronautics and Space Administration (NASA), the Federal Aviation Administration (FAA), and other federal agencies rely on timely and predictable funding to stay on schedule and guide their own investments in staff, facilities, and equipment. Long-term continuing resolutions (CRs), such as those experienced this year, delay and disrupt these investments. We strongly urge you not to support any CR extending beyond this calendar year, because it would repeat and exacerbate the disruption caused by almost six months of CRs this year. Our customers, including our troops, our workers, and their families deserve better.

Secondly, we urge the House to follow the Senate's lead in providing additional funds for both defense and non-defense programs in the final appropriations bills. This is the last year of budget caps imposed by the Fiscal Responsibility Act of 2023, and funding under those caps is insufficient to meet critical needs or even cover inflation. With bipartisan support, the Senate bills provide modest increases of approximately 3 percent for both defense and non-defense programs. We believe these increases are essential because costs for manufacturing inputs remain persistently high. Without adequate resources, federal contracts, quantities, and delivery schedules must be renegotiated, to the detriment of federal customers and American workers like those in our industry.

For the FAA, FY25 appropriations bills include strong increases to improve aviation safety and increase hiring for air traffic controllers. In both cases, these are needed to address documented challenges and implement important new requirements from the recently enacted FAA Reauthorization Act of 2024. Long-term CRs only push those safety improvements into the future.

The FY25 National Defense Authorization Act (NDAA) is critical legislation that will provide efficiencies to an often-burdensome acquisition process and reduce barriers for small and mid-sized businesses that seek to enter or remain part of the defense industrial base. American servicemembers, and the defense industrial base that supports them, depend on the authorities authorized in the NDAA each year—just as they have for the last 64 years. We urge you to complete this bill well before these critical authorities expire at the end of the calendar year.

Lastly but no less important, restoring the single-year deductibility of research and development expenses is very important to our industry. This is especially true for our small businesses, which are often forced to choose between paying salaries or continuing research into the next generation of potentially life-saving technologies. Our members serving the Defense Department rely on these expenses to generate cutting-edge technology that protects the warfighter and gives our military a competitive advantage over our adversaries. We are not the only U.S. industry harmed by this 2022 change in the tax code, but the effect on our industry is felt more fully in U.S. national security and safety programs. With China doubling down on its R&D tax incentives, we should not be one of the only nations in the industrialized world following this archaic practice.

AIA remains Congress' partner in these efforts, and we appreciate all you are doing to get these vital bills enacted on time. Please let us know how we can support you with this critical agenda.

Respectfully,

ERIC FANNING,
President and CEO,
Aerospace Industries Association.

Ms. COLLINS. I yield the floor.

The PRESIDING OFFICER. The Senator from Washington.

Mrs. MURRAY. Mr. President, I really appreciate my colleagues wanting to move forward on our full-year funding bills. I share the absolute urgency that the Senator from Maine just talked about. This is critical work that must get done for the American people.

I have to say, as the first order of business, I hope all four corners of Congress can quickly come together as soon as possible to hammer out a reasonable bipartisan CR. We have to keep the government open and avert a needless and disastrous CR.

I want my colleagues to know I look forward to working with them on the other side in a strongly bipartisan fashion to pass all 12 of our full-year spending bills before the end of this year. Our committee has worked really hard to get bipartisan bills. We are ready. They are ready.

It is frustrating to all us that we have worked so hard on this process. Whether it is funding for our military or VA or countless other essential services in our bill, from childcare to food

safety inspection, I believe in the urgency of this.

I appreciate my colleagues speaking out on this today. I assure them I will keep working with them and make sure the voice of the Senate is heard and we do the job and get it done.

The PRESIDING OFFICER. The Senator from Mississippi.

Mr. WICKER. Mr. President, I want to join my colleagues, both Democrat and Republican, in expressing regret that we don't have the important national security business of this Congress before the Senate right now. Clearly, it is important to do a nomination and a confirmation every few days. The election is approaching and, of course, there are some show votes. And I think probably my side of the aisle has engaged in that sort of thing in years past.

But it is such a shame that we face this axis of aggressors like we have never faced in 50 years. And every national security official, whether a retired four-star or someone who is no longer in service but giving us good advice, they come before us, and they say we have never had such a threat from China; from Russia, which is engaged in a shooting war right now having invaded the sovereign space of a next-door neighbor; from Iran, which is directing the three—at least the three—terrorist groups that are raining so much havoc on Israel; and then a very unstable leadership in North Korea. This axis of aggressors is signaling that they don't fear an invasion of Taiwan in three short years. They have said it publicly.

While all of that is going on, our leadership, the distinguished majority leader from New York, has not let us bring the appropriations bill to the floor; has not let us bring the authorization bill, which we must pass—we must pass both of these bills every year—the two essential bills that cannot go without being taken care of every fiscal year.

I will say to you, Mr. President, to my colleagues, and to others that are paying attention, this has been bipartisan, absolutely. Senator MURRAY is correct. She is unhappy about this too. But I point the finger to the one person on the face of the Earth that can actually bring a bill to the floor, and that is the majority leader.

Senator REED, the chairman of the Armed Services Committee, and I have been putting together a managers' package for this year's National Defense Authorization Act. It would have been much better had we brought the bill to the floor and had 100 amendments winnowed down and worked back and forth together as we should be doing; then have open votes so the people of the United States could see how Senators from Maine to Mississippi and from the west coast to the east stand on important issues affecting the U.S. military. We have not been able to do that. But we are working together, Senator REED and I, on a plan.

And we worked on nearly 100 variations of the legislation that was passed months and months ago by the Armed Services Committee to resolve issues of local and State interests—issues involving how quickly we can get our industrial base going to meet the need that, frankly, we are not meeting at the present time; and to get ahead of the game so we can prevent war; so we can have enough strength to have the Reaganesque peace through strength that we enjoyed in the eighties and early nineties.

The appropriations bills are just as important—if not more important—than the authorization bills. They contain funding increases we need to prevent our Air Force from shrinking. We know that the Chinese Navy is expanding enormously and our Navy is shrinking, literally shrinking.

It is regrettable that here we are a week and half to go before we must break for the election, and the distinguished majority leader, Senator SCHUMER, has not brought any of this legislation before the full Senate, bills that have been ready since July.

Also, I want to commend my colleague from Maine, the distinguished ranking member of the Appropriations Committee, for accommodating the chairman of the Appropriations Committee. I had prepared today to come down here and support Senator COLLINS in an effort to have a unanimous consent request to bring the bill to the floor. I mean, what else are we doing? Look at us. In a matter of comity and to continue the great working relationship that these two senior Senators have had, Senator COLLINS refrained from that. So we are not asking for unanimous consent and requiring someone from the other side to come and object to that. We will continue to work.

But what is absolutely sure is that the fiscal year will begin in just a few days. And the appropriation for what we need to do at the Pentagon—what new things we need to do—will not be passed, and we will be stuck with last year's priorities. And as a result, at a time when we need to be putting more resources into national security and sending new direction based on the new facts and the new challenges that are out there—at that time, we will actually be wasting money of the taxpayers by having priorities still extended for another 3 months—hopefully, it is only 3 months—rather than putting the resources there that the experts tell us and that we have learned are necessary for the next fiscal year.

If my colleague from Maine would like to speak on my time, I will be glad to yield to her. If not, I am prepared to yield the floor and just regret so profoundly that our leadership has not allowed us to do the work that the taxpayers expect us to do.

The PRESIDING OFFICER. The Senator from Maine.

Ms. COLLINS. Mr. President, I just want to thank the distinguished ranking member of the Senate Armed Services Committee for his extraordinary leadership. He has charted a future for defense spending that recognizes the extraordinary threats that we face, and it has been a real honor to work with him.

I yield to the Senator from Alabama, Mrs. BRITT.

The PRESIDING OFFICER. The Senator from Alabama.

Mrs. BRITT. Mr. President, today I rise to discuss something that is extremely disturbing, the fact that we have less than 2 weeks before the end of the fiscal year and yet we have not put any of our appropriations bills on the floor.

By ''we,'' ''we'' is not the Appropriations Committee. That is actually right on Majority Leader CHUCK SCHUMER. He decides what comes to the floor. He decides when we do it, and yet he hasn't prioritized our men and women in uniform.

I think, today, that is exactly what we should be doing. But instead, I am sure he will either conjure up another show vote like we saw yesterday or he will put another partisan nominee on the floor. Instead of considering these appropriations bills, that seems to be what we are doing.

I want to be really clear. For everyone in the Gallery, we have members of the Appropriations Committee, both Democrat and Republican, that sit and work together. We have a job to fund the government. We are supposed to do it by September 30. We have marked up 11 out of 12 of those bills in an extremely bipartisan fashion. Yet those bills still sit on CHUCK SCHUMER's desk. He hasn't brought one of them to the floor.

Now, the House has sent over five bills, so what we could be doing is putting the ones that match up on this floor, sending them to conference, and actually funding them. But instead, we are doing nothing.

I want you all to know that this isn't new. This is exactly what CHUCK SCHUMER did last year as well. You have PATTY MURRAY and SUSAN COLLINS of different parties working together in a bipartisan fashion to figure out a path forward. I commend them for that.

Last year, we did 12 out of 12 bills that were marked up out of a Senate committee, were allowed to be amended on TV in front of the public by July 27.

Yet those bills sat, CHUCK SCHUMER not putting them on the floor until November 1 of 2023—127 days after they had been marked up.

After that is when we saw the next bill come on to the floor. We actually didn't finish our process until 174 days into the fiscal year last year. That is not only fiscally irresponsible, it is morally irresponsible.

The people sent us up here to do a job. And my question to the majority leader today is: Why aren't you letting us actually do it?

I am extremely disappointed that not a single one of these bills again this

year has seemed to find its way on the floor. He seems to have no plan to do that. The only plan seems to be to kick the can down the road.

And as my distinguished colleague from Mississippi said, every time we do that, our men and women pay the price. Secretary Austin, obviously appointed by President Biden, confirmed by this body, has said that a CR will hurt our men and women in uniform. So what we should be doing is figuring out a path forward to fund defense and to fund our veterans.

So today you see Members of the Republican Party standing up and saying: Let's get this Chamber back to doing the critical work we were sent here to do. It is long overdue.

Now, for those of you who don't know, I am new in this body. I have been here less than 2 years. And yet for some reason, last year I asked a question. I said: When is the last time we actually did our job on time for the American people?

You heard me say it took us 174 days into the fiscal year last year to actually do our job. Now, I want you all to be clear: Every time we do that, every time we kick the can down the road with a CR, continuing resolution, it costs the taxpayers more.

Think about this. You are halting everything; you are halting bidding processes. Have any of you ever had to rebid something? When you rebid something, does the price go up or does it go down? We know it doesn't go down. We know it goes up, which means we are being irresponsible with taxpayer dollars.

But yet again, that seems to be what we do year after year after year. So the former staffer came out in me, and I wanted to get to work and figure out when is the last time we actually did our job.

The last time we did our job on time—y'all, listen to this—was fiscal year 1997. And the last time we actually did it on time by passing bills individually through regular order, fiscal year 1995. So to all the Senate pages, clearly, you weren't even born yet.

That is 30 years ago for everyone in the Chamber that is doing the math, 30 years of kicking the can down the road.

The American people deserve better, and yet, somehow, we can't get the media to cover this. We can't get them to cover the fact that Leader SCHUMER has refused to lead but yet used his time on a show vote yesterday where he was trying to put my State in the crosshairs.

I am proud of the work that my State has done to protect IVF quickly and effectively, both from the legislature and the Governor. Once again, IVF is accessible and legal in every single State across our great Nation.

But do you know what CHUCK SCHUMER took his time doing yesterday? Creating a show vote for commercials, for men and women on the other side of the aisle that are in vulnerable seats, instead of putting the American people first. And the American people are sick of that. And bottom line, they deserve better.

And as long as I am in this body, I am going to keep pushing this issue; I am going to keep moving it to the front. We are going to find a solution to actually getting back to doing the work the American people sent us up here to do.

I yield the floor.

The PRESIDING OFFICER. The Senator from Maine.

Ms. COLLINS. Mr. President, I just want to thank the Senator from Alabama for her eloquent words, her passion, and her leadership. She is absolutely correct that there is no reason for us to be in the situation that we find ourselves in just 12 days before the start of the new fiscal year.

There is no reason why the Defense appropriations bill, the military construction VA bill, the Labor HHS bill, the CJS bill—I could go on and on. There is no reason why the Senate appropriations approved bills could not have been brought to the Senate floor.

They are important. Funding the government is critical. And as the distinguished Senator from Alabama points out, when we go on to continuing resolutions, we cause enormous harm, which is why I entered into the record all of those letters from the Department of Defense and to other organizations.

And here is the other point: As the Senator from Alabama has pointed out, we end up spending more money. It costs us more money because contracts are put on hold, new starts are delayed, and programs that should be trimmed back or eliminated continue to be funded.

This just is not how the Senate should operate. And I implored the majority leader more than once to bring the appropriations bills to the Senate floor, and it is harmful to our Nation and particularly to our national defense that these bills were not brought to the floor.

I yield the floor.

The PRESIDING OFFICER. The Senator from California.

Ms. BUTLER. Mr. President, I ask unanimous consent that I be permitted to speak for 5 minutes, and Senator SCHMITT be permitted to speak for 5 minutes prior to the scheduled vote.

The PRESIDING OFFICER. Without objection, it is so ordered.

NOMINATION OF MICHELLE WILLIAMS COURT

Ms. BUTLER. Mr. President, I associate myself with the comments of the colleagues just before me. Senator COLLINS and Senator BRITT talked about the importance of doing the work of the American people. In just a bit, the Senate is going to take some action to continue to do the work—some important work—of the American people, and that is ensuring that they have access to swift and fair justice.

I want to appreciate Leader SCHUMER and Senator DURBIN and all of my colleagues on the Senate Judiciary Committee for moving so expeditiously to ensure that we are not delaying justice for many Americans across the country.

I rise today to proudly support the nomination of Michelle Williams Court to be the United States judge for the Central District of California.

As her name is announced on the floor of the U.S. Senate, I want to recognize her loved ones whose unwavering love and support over the years has undoubtedly shaped Judge Court into the incredible jurist and person we know her to be today. Specifically, I want to acknowledge her husband Jamie and their two sons.

I would also like to start today by highlighting the work we do in the Senate to fill these judicial vacancies and why it is so important.

The Central District of California serves roughly 17 million people, making it the largest Federal district by population in the entire United States. The judges who serve these Californians are currently facing an unprecedented number of filings, making the need to fill the court's vacancies all that more urgent.

It is commonly said that ''justice delayed is justice denied,'' and at this moment, the people of the Central District of California are indeed being denied justice as a direct result of these judicial vacancies.

And as I noted, I want to appreciate and really call attention to the leadership of Chair DURBIN and the members of the Judiciary Committee, moving really, really quickly along with and working in partnership with President Biden and the White House to get these nominations advanced, to ensure that the people across our country—in this instance, the people of California—have fair access to justice.

I want to make sure that also in talking about the qualifications of Judge Court, that we are really talking about the importance of these seats in a way that is not just about access to the people but the quality of justice that they will have access to, ensuring that judges that are being nominated and put forth for consideration of confirmation are the most experienced, that they are the most qualified, that they are thoughtful and prepared to follow the rule of law.

And that is really why I am so proud to stand in support of Judge Michelle Court for this nomination. Judge Court's dedication to public service and to the State of California runs deep.

Born into a military family, Judge Court moved to California during high school and has called the State home ever since. She attended Pomona College, where she worked her way through school, sang in the glee club, and earned a bachelor of arts in sociology.

After graduating at the height of the AIDS crisis, Judge Court dedicated 2 years of work to the AIDS Project,

where she was working with that organization that provided lifesaving training to healthcare professionals in Los Angeles.

Judge Court then pursued her legal education at Loyola Law School, where she further demonstrated her commitment to public service. As a student, she worked the National Health Law Program, researching healthcare services provided to incarcerated women.

Following law school, Judge Court began her legal career gaining experience in public interest law, including first as a fellow at the U.S. Department of Housing and Urban Development. Prior to taking the bench, Judge Court served in various positions as the deputy director of litigation and then director of litigation and, finally, as vice president and general counsel at Bet Tzedek Legal Services. Bet Tzedek, which translates literally into the ''house of justice'' in Hebrew, is one of the premier legal services organizations in the United States that focuses on poverty law.

For 10 years, Judge Court provided critical legal services to low-income, elderly, and disabled clients and worked in collaboration with the California Legislature on codifying related policy efforts.

In 2012, Judge Court was sworn in as a judge on the civil division of the Superior Court of Los Angeles. During her time on the court, she presided over approximately 200 civil trials and ruled on 12,000 motions and requests.

In 2023, she received a well-deserved promotion to supervising judge, where she was responsible for overseeing approximately 150 judges in 35 courthouses throughout Los Angeles County.

Judge Court's robust career has left an impression both on her colleagues and on her community. Since her nomination, she has received letters of support from people and organizations representing a wide range of backgrounds and experiences, including the National Association of Consumer Advocates, the Leadership Conference on Civil and Human Rights, and the Association of African American California Judicial Officers, Inc.

And several in California's legal community have come forward voicing their strong support for Judge Court. California Women Judges said:

> Her calm demeanor, thorough preparation, and deep knowledge of whatever the subject is will serve her well in addressing any audience, answering questions, and keeping the discussions focused.

Five current supervising L.A. County Superior Court judges say:

> She is currently serving as the Supervising Judge of the Civil Division of the largest unified trial court in the Nation. Judge Court was selected for this position, in part, due to her administrative skills, technical knowledge, and being a subject matter expert in civil law procedure. Her strong management skills are illustrated by her innovative approaches to lessening the civil case backlog during the pandemic.

In addition to the important professional experience that Judge Court brings to the Central District, she also brings a unique lived experience. If confirmed to this position, she would be only the third Black woman actively serving as an article III judge in this court and only the fifth in the court's history.

Her nomination is an important step towards building trust in our legal system by ensuring that our Federal courts reflect and represent the diversity of the people it serves.

Judge Court's dozen years of experience in the superior court, including as supervising judge, demonstrate her ability to smoothly transition to the district court.

Given her remarkable track record serving Californians from all walks of life, I have the utmost certainty in Judge Court's readiness for this role. She is prepared and has demonstrated. So I urge my colleagues to join me in supporting her nomination.

I yield the floor.

I suggest the absence of a quorum.

The PRESIDING OFFICER. The clerk will call the roll.

The bill clerk proceeded to call the roll.

Mr. SCHMITT. Mr. President, I ask unanimous consent that the order for the quorum call be rescinded.

The PRESIDING OFFICER. Without objection, it is so ordered.

The Senator from Missouri.

ENSURING NATIONWIDE ACCESS TO A BETTER LIFE EXPERIENCE ACT

Mr. SCHMITT. Mr. President, I rise today in support of a very, very important piece of bipartisan legislation that, frankly, is personal to me. It is something that I believe is not only necessary but is common sense, and it is something that all of us can get behind and support wholeheartedly, and that is my bipartisan Ensuring Nationwide Access to a Better Life Experience Act, otherwise known as the ENABLE Act.

As I noted before, this fight is personal for me. In my maiden speech nearly a year ago, I detailed that my call to enter public service was primarily because of my son Stephen. My wife Jaime and I noticed a birthmark on Stephen's leg when he was just a few months old, and I joke about how we thought so little of this initially that my wife trusted me to take Stephen to the doctor. We took him there, and it was discovered that he had more of these and that he had something called tuberous sclerosis, which is a rare genetic condition where tumors form on various organs, including his brain. So Stephen has been affected by that pretty severely. He is nonverbal. He is on the autism spectrum and has epilepsy.

So we have had this journey with our son Stephen, including a 4-hour seizure, and through that process and that journey with my son, went through what I have referred to as a discernment process where—trying to decide what I wanted to do. I knew there was something more that I wanted to do, and for me, that calling was public service, so I decided to run for office.

That is nearly 20 years ago now, but that journey that began with Stephen 20 years ago certainly affects how I view the world and the things that I passionately get behind, and this happens to be one of those.

So here we are. That focus has led to legislation—not just my time in Missouri but now here in the Senate—and to be a voice, to be a voice for individuals with disabilities.

ABLE accounts were created by Congress and signed by the President nearly 10 years ago. So one of the focuses that I have is to give those with disabilities a voice and achieving a better life experience with those accounts. These accounts were created in 2014 to allow individuals with disabilities and their families to save and invest for their future through tax-free savings accounts without losing any eligibility for Federal programs like Medicaid and supplemental security.

This has long been a priority since I entered the political arena. While serving in the Missouri State Senate, I helped lead a successful effort to authorize Missouri's ABLE account program. During my time as State treasurer, before I was attorney general, I was proud to launch and champion the MO ABLE Program, helping Missourians with disabilities save and invest for their future. I know firsthand how beneficial these programs have been, considering my son Stephen was account No. 1 in the Missouri ABLE Program.

There are over 162,000 of these ABLE accounts nationwide since the program's inception back in 2014. Thanks to these life-changing accounts, people with disabilities are empowered to secure employment and actively participate in society, to be their own person. These accounts empower individuals with disabilities.

Unfortunately, there are three ABLE provisions that are set to expire in 2025. The sunsetting of these important provisions would create unnecessary barriers for individuals with disabilities to save for their future needs while also likely ensuring further utilization of Federal safety net programs. Sunsetting these programs would keep individuals with disabilities out of the workforce unnecessarily.

Recently, I introduced the ENABLE Act, which would permanently enshrine these provisions into law, providing certainty to those individuals and their families. These provisions are not only nonpartisan, but they have also played an outsized role in the lives of those this program serves.

Again, this simply allows individuals with disabilities to save the money they earn at their jobs. All people deserve access to save and to be financially secure, and this legislation would protect this access for the future.

This bill is exactly why I entered public office in the first place—to fight

for those who needed a voice. It is a commonsense, bipartisan solution that provides an easy fix for those who depend on ABLE accounts.

I yield the floor.

CLOTURE MOTION

The PRESIDING OFFICER. Pursuant to rule XXII, the Chair lays before the Senate the pending cloture motion, which the clerk will state.

The bill clerk read as follows:

CLOTURE MOTION

We, the undersigned Senators, in accordance with the provisions of rule XXII of the Standing Rules of the Senate, do hereby move to bring to a close debate on the nomination of Executive Calendar No. 706, Michelle Williams Court, of California, to be United States District Judge for the Central District of California.

Charles E. Schumer, Richard J. Durbin, Alex Padilla, Laphonza R. Butler, Peter Welch, Gary C. Peters, Chris Van Hollen, Benjamin L. Cardin, Tina Smith, Jack Reed, Christopher Murphy, Richard Blumenthal, Christopher A. Coons, Tim Kaine, Catherine Cortez Masto, Tammy Duckworth, Sheldon Whitehouse.

The PRESIDING OFFICER. By unanimous consent, the mandatory quorum call has been waived.

The question is, Is it the sense of the Senate that debate on the nomination of Michelle Williams Court, of California, to be United States District Judge for the Central District of California, shall be brought to a close?

The yeas and nays are mandatory under the rule.

The clerk will call the roll.

The bill clerk called the roll.

Mr. DURBIN. I announce that the Senator from Oregon (Mr. WYDEN) is necessarily absent.

Mr. THUNE. The following Senators are necessarily absent: the Senator from South Carolina (Mr. GRAHAM), the Senator from South Dakota (Mr. ROUNDS), the Senator from North Carolina (Mr. TILLIS), and the Senator from Ohio (Mr. VANCE).

The yeas and nays resulted—yeas 51, nays 44, as follows:

[Rollcall Vote No. 244 Ex.]

YEAS—51

Baldwin	Hassan	Peters
Bennet	Heinrich	Reed
Blumenthal	Helmy	Rosen
Booker	Hickenlooper	Sanders
Brown	Hirono	Schatz
Butler	Kaine	Schumer
Cantwell	Kelly	Shaheen
Cardin	King	Sinema
Carper	Klobuchar	Smith
Casey	Luján	Stabenow
Collins	Manchin	Tester
Coons	Markey	Van Hollen
Cortez Masto	Merkley	Warner
Duckworth	Murphy	Warnock
Durbin	Murray	Warren
Fetterman	Ossoff	Welch
Gillibrand	Padilla	Whitehouse

NAYS—44

Barrasso	Cotton	Hawley
Blackburn	Cramer	Hoeven
Boozman	Crapo	Hyde-Smith
Braun	Cruz	Johnson
Britt	Daines	Kennedy
Budd	Ernst	Lankford
Capito	Fischer	Lee
Cassidy	Grassley	Lummis
Cornyn	Hagerty	Marshall
McConnell	Risch	Sullivan
Moran	Romney	Thune
Mullin	Rubio	Tuberville
Murkowski	Schmitt	Wicker
Paul	Scott (FL)	Young
Ricketts	Scott (SC)	

NOT VOTING—5

Graham	Tillis	Wyden
Rounds	Vance	

The PRESIDING OFFICER. On this vote, the yeas are 51, the nays are 44.

The motion is agreed to.

The PRESIDING OFFICER. The Senator from Kansas.

FARM BILL

Mr. MORAN. Mr. President, I come from a State not exactly like yours, but we share the fact that we provide the energy, the fiber, and the food for this country and much of the world.

There is a crisis that is with us, and that crisis is growing, and the consequences are dire.

I was in my State of Kansas, as many of my colleagues were at home during the month of August. I traveled the State from corner to corner, putting 5,600 miles on my truck. I talked to lots of people, and I listened to even more.

In addition to those conversations, last week, farm groups, commodity groups, and farm organizations made a call on Washington, DC, to highlight what I am highlighting today. Included in those visits were those who sell farm equipment in Kansas and across the country.

Yesterday morning, before coming to Washington, DC, I spoke to an agricultural outlook conference in Kansas City. Today, I just walked across the street from visiting with bankers from the Kansas Bankers Association who are in the Nation's Capital as well today.

The message I bring to my colleagues is that agriculture is in serious condition. Input costs have risen dramatically. The things that farmers buy in order to put a crop in the ground and to harvest that crop have escalated amazingly in a way that is so damaging, while the price they receive for what they grow has diminished. So the cost of seed, fertilizer, diesel fuel, natural gas, interest costs—all of which are significant components of the farmers in Kansas and the country—they are at a point in which there is no profitability in most circumstances for agriculture today.

I would add that my couple of visits in Kansas with farm equipment manufacturers—we manufacture lots of farm equipment—and in places like Salina and Abilene, the circumstances of those businesses are in dire shape because farmers no longer can afford to buy the equipment they manufacture.

The issue here is the farm bill. We neared expiration of the 2018 farm bill. It was clear we needed to write a new farm bill and get it completed. It hasn't happened. It is past due. That is not unusual, but in this circumstance this year, it is significant.

Decisions not to get a farm bill done have come home to roost, and the families of farmers and those farmers and ranchers and the communities in which they live, work, and provide the economic viability of the community and at the same time produce the food, fuel, and fiber that America and the world need—those days of the capability of doing that are waning because of input costs, and you add to that the drought that has been suffered by many parts of my State. Farm income has declined 43 percent over the past 5 years, and net farm income is expected to be 27 percent lower this year than it was in 2022.

Our agricultural trade deficit—something we always were proud about, as we exported more than we imported in agriculture—is a $42.5 billion deficit. We import more than we export. It puts our farmers even more at risk, and it threatens the stability and security of our national economy.

So my plea to my colleagues is this: There aren't many weeks left between now and when Congress recesses for the month of October. We return in November and December, and we ought to use this opportunity to pass at least an extension of the current farm bill and at the same time, make certain that assistance is provided to the farmers to get them through the circumstance they are in. By the time we get a farm bill passed and by the time we get that assistance—that safety net that comes in title I of the farm bill—actually to farmers, it will be too late to address the challenges Kansas and American farmers face today.

The goal in my remarks today is to bring the awareness of this issue to my colleagues and indicate that the direction we need to go is two-prong: pass an extension of the farm bill, which provides certainty and the ability for lenders and borrowers, bankers and farmers to come together and make long-term decisions. It is time for farmers to renew their credit line, and without the passage or extension of the current farm bill, the ability for a banker to make that decision to benefit the farmer begins to disappear.

So we need a farm bill in place even if it is the current one, but the current one is insufficient to meet the needs of the disaster that is occurring in the incomes of farmers across the country.

Last week—I think it was Thursday afternoon—Senator STABENOW and I visited here on the Senate floor—I point in that direction over there—and we had a conversation. Senator STABENOW indicated that she recognizes the challenge that farmers—the dire circumstances they are in today.

Subsequent to that, I have met with and had conversations with Senator BOOZMAN from Arkansas, my colleague who is the ranking Republican on the Agriculture Committee, and with JOHN HOEVEN, the ranking member of our Ag Approps Subcommittee. I want all of us to work together to accomplish what I just described: long-term extension and a shorter term disaster assistance plan. Those conversations have begun, and I

am hopeful that before year's end, we will be able to do our work.

Sometimes I get complimented—not very often, but sometimes I get complimented, and when I do, it is often for my efforts. While I am willing to do all the efforts that are necessary, in this case, efforts are woefully inadequate, and results are critically important.

Mr. President, I look forward to my colleagues and I moving forward on farm bill legislation and disaster assistance short-term needs being met. I offer myself to work with Republicans and Democrats, rural and urban, to see that we get those goals accomplished.

In closing, the current farm bill is not adequate to provide the relief or safety net of our Nation's farmers, nor is it reflective of the current state of the farm economy. With financial pressures building across the agriculture industry due to increased production costs and weakened market prices, the overall financial situation of the farm economy is bleak. The status quo is unacceptable. We must pass a long-term farm bill this year, and we must also consider immediate relief for farmers with a supplement.

I look forward to working with my colleagues on the Appropriations Committee and the Agriculture Appropriations Subcommittee, of which I am a member and have been its chairman, as we continue the appropriations process and find a solution so that it can be included in our work before year's end.

Our farmers deserve and need better, and in the absence of successful farmers, the places that many of us call home—the future is bleak.

I yield the floor.

The PRESIDING OFFICER (Mr. FETTERMAN). The Senator from Oregon.

UNANIMOUS CONSENT AGREEMENT—EXECUTIVE CALENDAR

Mr. MERKLEY. Mr. President, I ask unanimous consent that all postcloture time on the Court nomination be considered expired at 2:30 p.m. today.

The PRESIDING OFFICER. Without objection, it is so ordered.

The Senator from Alabama.

UNANIMOUS CONSENT REQUEST—S. 332

Mrs. BRITT. Mr. President, a truly amazing thing is happening in our Nation right now. The sitting Vice President is actually running for election by running from her record. After 35 months in office, she is promising change from her own administration.

Her day one was actually January 2021, but she is trying to convince the American people that things are going to be different this time around. And it is not just that she is promising change for our country, it is that she says she herself has seemingly changed overnight. Just about every unpopular policy position imaginable that she has taken and been on the record supporting for years—well, now that she is up for election, she no longer believes those things.

Let's just look at a sampling of policy positions that the Vice President has held. Let's start with energy and economic security. She supported enforcing an EV mandate that would take gas-powered vehicles off the road, ending offshore drilling, banning fracking, eliminating private health insurance, and raising taxes by trillions.

But it doesn't stop there, and it just gets worse for public safety and border security. She supported decreasing funding for the police, abolishing ICE, decriminalizing illegal border crossings, ending the detention of illegal border crossers, giving taxpayer-funded benefits to illegal border crossers, defending sanctuary city policies, vowing to block all border wall funding, and even using taxpayer funds for gender transition surgeries for illegal aliens and Federal prisoners. These are some of the most radical positions it is possible to take, and that is why she was actually ranked as the most far-left Senator when she was a Member of this body.

Now that she is President of the Senate, she is her party's nominee for President, and she is her party's leader. Again, she claims she has changed some of her own policy positions. So today we are going to give her party and the Chamber she leads an opportunity to prove whether that is true. To paraphrase the majority leader from his remarks yesterday, we are going to give our Democratic colleagues another chance to show the American people where they stand.

We will start today with a few bills related to energy and border security, and we can continue this every day the Senate is in session moving forward. The American people will be watching, and I look forward to seeing what happens today.

We are going to go ahead and start with the WALL Act. Last year, I introduced the WALL Act. This legislation is common sense and with a clear aim. It would appropriate funding needed to finish actually building a barrier on our southern border.

And it would accomplish that without raising taxes and without adding to our national debt. For all of you in the Gallery, we are $35 trillion in debt. That is not just fiscally irresponsible, that is morally irresponsible.

And for the first time ever, we paid more money on the interest on our national debt than we did for our national defense. You can look, over time, in the moment that any nation does that, it begins to become a nation in decline.

So I wanted to make sure that we had something that had a commonsense approach, and through the WALL Act, construction of a border wall would be funded by eliminating taxpayer-funded entitlements and tax benefits for illegal border crossers.

The bill would also close loopholes that allow illegal border crossers to receive taxpayer-funded benefits intended for citizens and lawful residents.

Finally, this legislation would impose fines on individuals who illegally enter the United States or overstay their visas. In 2018, the Joint Committee on Taxation estimated that the tax components of this bill alone would save $33 billion over 10 years. Let's use these funds to build a border wall and to help keep Americans safe.

So, today, we are giving Senate Democrats a very clear choice. Now, watch what happens next very closely. Let's see how they answer these questions. Do they support building a border wall or will they block building a border wall? Do they want to spend taxpayer funds on keeping American citizens and legal residents safe or do they want to keep those taxpayer funds funding illegal border crossers? Where does the Vice President's party stand on these very different policy positions?

Well, we are about to find out.

As if in legislative session and notwithstanding rule XXII, I ask unanimous consent that the Committee on Finance be discharged from further consideration of S. 332 and the Senate proceed to immediate consideration. I further ask that the bill be considered read a third time and passed and that the motion to reconsider be considered made and laid upon the table.

The PRESIDING OFFICER. Is there an objection?

The President pro tempore.

Mrs. MURRAY. Mr. President, reserving the right to object, Border Patrol has very serious needs that actually need funding; namely, new technology, and we should focus on how we get those done in a bipartisan way.

We have limited resources. We know a border wall is ineffective and really has no impact in preventing the cartels from bringing fentanyl into our country.

I, for one, would prefer we direct those resources toward stopping fentanyl from getting to our communities through our ports of entry along the southwest border.

No one should forget there was a bipartisan proposal on border policy changes earlier this year, one that Senate Republicans strongly endorsed, one that was, frankly, probably more conservative than I would have preferred.

But instead of voting to so much as take it up for consideration, Republicans decided then that instead they wanted to campaign on the border, as they are attempting to do with this proposal, because one man, Donald Trump, told them: Kill the bill. Trump told Senate Republicans he wanted to let a fire burn so he can campaign on the ashes, and Senate Republicans said, yes, Mr. Trump.

I think that history tells us how serious the effort before us today is, but just like when I built the bipartisan border funding bill with my ranking member Senator COLLINS, I do look forward to working with colleagues on both sides of the aisle on comprehensive immigration reform and serious solutions to the challenges we are facing at the border.

The door is always open. Today, I object.

The PRESIDING OFFICER. The objection is heard.

Mrs. BRITT. Mr. President, I see my colleague from Oklahoma here and would love to have the opportunity to hear about his bill.

The PRESIDING OFFICER. The Senator from Oklahoma.

UNANIMOUS CONSENT REQUEST—H.R. 1121

Mr. MULLIN. Mr. President, thank you and thank you to the Senator from Alabama for doing this.

I think it is very important that we understand what is happening in our economy right now with the energy issue and the energy crisis we find ourselves in.

And so the bill that I bring forward today is Protecting American Energy Production Act.

It is real simple. It allows us to be energy independent. The backbone of our economy is energy, and if you have high energy costs, which we have had a 37-percent increase in energy under this current administration, you obviously are going to have inflation increase because energy is the backbone of our economy. You cannot make a product, nor can you deliver the product, without factoring in the cost of energy.

With a 37-percent energy increase over the last 4 years, we have to bring back that resilience. We have to bring back that energy independence. And the way we do that is we understand real numbers.

For instance, in 2019, fracking, which our current Vice President has been on record saying that she wants to ban fracking, in 2019, fracking accounted for 63 percent of our total crude oil production and 75 percent of our natural gas supply.

Underneath the current administration, we have seen a significant decline in fracking wells. At the same time, we haven't seen demand decrease, we have actually seen demand increase, which by the amount that has actually been taken away from oil or from American producers, now we have seen an increase in imports.

Not all of them are friends of ours. As I said, the bill is very simple, Protecting American Energy Production Act.

So as if in legislative session and notwithstanding rule XXII, I ask unanimous consent that the Committee on Energy and Natural Resources be discharged from further consideration of H.R. 1121 and the Senate proceed to its immediate consideration; further, that the bill be considered read a third time and passed and that the motion to reconsider be considered made and laid upon the table.

The PRESIDING OFFICER. Is there an objection?

The Senator from Oregon.

Mr. MERKLEY. Reserving the right to object.

My colleague whom I am pleased to work with on a number of issues has come to the floor with a unanimous consent request that would constrain the power of our President to protect our public lands. So while we may agree on a number of things—and I hope that doesn't hurt his reputation back home—on this particular proposal, I do bring a different perspective.

I think in my role working on the Interior Committee—and understanding that the authority we have granted the President is so essential to making sure that the lands that are publicly held remain a treasure for every single American.

It was not that long ago—well, it seems like quite a few years now, maybe a decade, I attended a hearing in which a number of folks came forward to explain different damages that had occurred to the water table in their community from fracking.

Now, in this case, my real concern here is about constraining the President's ability to protect our treasures, our public lands, from these types of effects.

I think Americans who have traveled to our national parks and our BLM land and our Forest Service land understand that this is a responsibility that we in the Senate take very seriously, but there is also a little bit more to my concern here as well.

One is that if we are going to tackle climate chaos, we have to have international cooperation. And if we continuously say we are going to reduce the ability of the United States to have policies and abilities to address our own production of fossils, then, of course, every other country is like, well, the United States and China are the biggest producers of climate gases—both methane, known publicly as natural gas, methane gas—and they have very large footprints, if they are not going to act, why should we act?

So if we want to address this challenge and sustain international cooperation, we can't be consistently restricting the potential flexibility of our President.

The third is that the climate impact in my home State is very substantial. We have seen a loss of snowpack in the Cascades that is devastating—the water in late spring and early summer—to our ranchers and farmers. Our rural foundation, our rural pillar is our farming and our ranching. And when you constrain the water in our rivers because of the dropping snowpack, that is a big impact.

And in addition, our water tables have been dropping that many farmers have depended on. In fact, we are investing heavily in piping our irrigation ditches at huge expense, knowing how precious every drop of water is.

So if we care about our rural areas, we have to take on climate chaos and not just our farmers and ranchers, our foresters, too, because we are seeing significant devastation to Oregon's famous forests over drought and insect infestation with climate chaos.

Of course, it is not just Oregon that is affected. Every single State is affected. I was very concerned earlier this year, earlier this summer, when I heard about the 115 to 120 degrees in a heat dome that passed over my colleague's State and the impact that that was having. I think every State has their effects that they are experiencing.

So this is a big issue that we need to wrestle with, and this brings me to the fourth item mentioned about energy security. In the last 4 years, under the Biden administration, we have become energy independent. There has been a vast increase in the production of oil and a vast increase in the production of gas. As a result, we are now the largest producer of oil and gas, and we are the largest exporter of gas.

Now, kind of the interesting little piece here is that the goal of the gas industry is to export gas and raise prices on Americans, so it is more expensive for Americans to heat their homes and heat their water. But we could do the opposite. We could, in fact, say we are going to repeal the 2015 law that put us into the world market and created these massive exports and lower the price here in America for our families.

That is a much better idea than raising the prices. Let's lower the prices. In fact, here is the thing. Let's start right now by ending our exports of oil and gas to China. Now, my colleagues just not so long ago advocated that we end any sale of the Strategic Petroleum Reserve to China with good reason. Why should we lower their prices and increase our prices? But that is true for the exports that are going to oil and gas as well.

So let's stand together on both sides of the aisle. Let's lower the price for American consumers and ban these exports to China. And for that reason, I have prepared just such a solution and an opportunity to have it embraced by my colleagues.

And so I turn to the formality here that I ask the Senator to modify his request and that the Merkley substitute amendment at the desk be considered and agreed to; that the bill, as amended, be considered read a third time and passed; and that the motion to reconsider be considered made and laid upon the table, so that we will have the ability to end these exports to China and lower the prices for American consumers.

The PRESIDING OFFICER. Is there an objection to the modification?

Mr. MULLIN. Reserve the right to object.

The PRESIDING OFFICER. The Senator from Oklahoma.

Mr. MULLIN. While I understand my colleague from Oregon, where he stands on this issue, there are just some factual things that need to be checked on that.

One, he said that we are the No. 1 exporter of gas. That is just not true. Russia is the No. 1 exporter of gas.

When they say production has increased, that is actually not accurate either. Could we have been the largest liquefied natural gas exporter? Yes. That was until the permits for the pipelines to go to export terminals in Louisiana were canceled, which put a lot of our allies in Europe in a situation to where now they had to go buy gas from a bad actor that is right now invading Ukraine called Russia.

Our allies do not want to be dependent, obviously, on Russia. They would love to have our gas.

And as far as being the No. 1 seller to China with crude and refined products, it is not true again. At current rate, Iran is the No. 1 seller to China, and they are the ones that are buying it because of the Biden-Harris administration being extremely weak on the sanctions that we put on Iran under the Trump administration—which now Iran is actively funding the Houthis and Hamas and terrorist organizations all around the world.

What we are saying is: Let our allies count on us. We have more reserves underneath our feet, and we can produce it cleaner and more efficient than OPEC, than Russia, than Iran. Our allies want to do business with us, and our economy desperately needs it. We are in a recession, and no one is denying that. Why should we depend on allowing OPEC to set the world price for crude? Why are we allowing them to set the price and become rich off of our backs when we ourselves could easily do that in a much cleaner and more efficient way?

Why are we still importing petroleum products from Russia? Why are we still importing oil, which is a dirty crude, from Saudi Arabia, when we can still produce it—a sweet crude—that comes out of Oklahoma, that comes out of North Dakota, that comes out of Pennsylvania, that comes out of Texas, that is a much easier product to refine and burns cleaner. And there is no denying that.

Because the world's demand for fossil fuels is increasing not decreasing—so why are we doing it at the cost of the American taxpayer? Why are we hurting our economy along the way?

As far as the change that my colleague from Oregon wants to do, it is not necessary. The change isn't there. This is just to try to kill the bill because the legislation that my colleague is trying to do—we already know that the President, currently, already has the authority to restrict oil and gas exports because he did exactly that earlier this year, which is why I brought up Louisiana.

All this does is deflect blame away from the Biden-Harris administration, which has been very soft on sanctions with bad actors—as I mentioned, Iran. The majority of which are bought, as I mentioned before, by China. And as I mentioned before, this does nothing but enable Iran, when they sell their product, to sponsor the largest groups around the world operating in terror organizations.

The bill my colleague from Oregon is raising today would do nothing to address the massive amounts of Russian oil flowing into China, and what Republicans are trying to do here today is bolster American energy production by preventing this administration and future administrations from banning fracking.

As I said, as the current Vice President openly said in 2019, she was 100 percent for banning fracking across the United States.

So with that, I have to object to my colleague from Oregon's legislation and changes to my current bill.

The PRESIDING OFFICER. The objection to the modification is heard. Is there objection to the original request?

The Senator from Oregon.

Mr. MERKLEY. Mr. President, reserving the right to object—a couple of points—the first is that my colleague mentioned that the bill I am proposing would restrict our ability to support our allies, who count on us.

Actually, my bill is about stopping exports to China. They are not our ally, last I checked. We are in competition with them, and these exports are making their life easier and their economy stronger and making things more expensive for us here in the United States of America. If you want more available for allies, hey, let's stop the exports to China. It is actually compatible with the goal my colleague suggested.

The second is he challenged the question—and I realize we are doing this on short notice; so we have various facts flying around—about whether the United States was the largest exporter of natural gas last year. So I have in front of me the information from the Energy Information Administration, which produces all of the stats on this, and the headline is:

> The United States was the world's largest liquefied natural exporter in 2023.

Now a third point, outside of North America, China is the largest recipient of our gas. We are directing more gas to China, whom we are in competition with, than any other nation. That is just a little bit crazy, and I want to support our allies. I want to support our consumers at home through lower prices.

So I am disappointed that I didn't win over your support with my presentation.

But given that I would much prefer to have a bill that lowers prices rather than one that endangers our public lands and raises prices for our consumers, I object.

The PRESIDING OFFICER. The objection is heard.

Mr. MULLIN. Mr. President, one quick response to this: My colleague is correct about the LNG, or liquefied natural gas. What my colleague said in his remarks was ''natural gas.''

Natural gas is much different than shipping liquefied natural gas. Liquefied natural gas is a small percentage of what is exported and as far as what we call natural gas. Once it is liquefied, what actually is by far the biggest is the pipeline that this administration approved, which President Trump put a hold on, going into Germany for the second time.

So my original statement is true: Russia is the largest exporter of natural gas.

Once again, this wasn't to do anything, as my colleague said, talking about China. The export ban which the administration put on the exporting of LNG out of Louisiana by canceling the permits, that has affected Europe. They are allies of ours.

If this administration wanted to do something about China, they could do it today. They could do it this hour. They could do it right now by an executive order. Last I checked, they still had the authority to do so.

So as I go back to my colleague from Oregon's change to my current bill, the modification does nothing. The current administration, currently, already has that authority.

With that, I yield the floor.

The PRESIDING OFFICER. The Senator from Massachusetts.

Mr. MARKEY. Mr. President, yes, this proposal really deserves to be objected to. You know, it really deserves an objection because what we really have to say here is that we object to this bill as a ridiculous attack—a Republican attack—on the authority of the executive branch.

But we don't need to talk about how this bill would work. Let's talk about why this bill is the bill that the Republicans are pushing. Are they lining up here to protest something worthy, like public health? No.

Are they demanding we deliver something meaningful, like clean air or clean water? No.

Are they taking a stand for the future that worries moms and dads and parents and grandparents and neighbors and young people who are asking us to fight for those things? No.

So what are the Republicans doing? They are protecting the profits of fossil fuel companies. They are delivering our dollars to oil and gas exporters. They are taking a stand against a clean, healthy, sustainable future. What a track record—what a track record that they have.

These companies are fracturing American lands to produce gas for fossil fuel executives to export—to export—out of our country to the highest global bidder. They want to export this.

And who takes the environmental risks? Well, the families who live nearby, who are going to be near these pipelines. And then the companies take it to the first port they can get it to and then send it out of our country.

Do they want to keep it here to lower the price of natural gas for American consumers? Absolutely not. They want to get it out on the open market in a ship because that is the highest bidder. Around the world, let them bid for it.

Now, if they were saying, ''Hey, we really want to lower the price of natural gas in the United States,'' that is one thing. But that is not what this is all about. It is all about an export plan: Get the oil, get the gas out of our country and get the highest price in the world.

They are putting wells filled with toxic chemicals next to schools, your homes, your daycare, your hospitals—all so they can ship tankers filled with natural gas to China or any other country that is the highest bidder.

That is what this is all about, ladies and gentlemen. It is not about lowering the price of natural gas or oil for American consumers. It is about oil company executives getting higher profits for themselves.

The United States exported a record shattering amount of natural gas in 2023, more than 10 percent higher than in 2022. We export more liquefied natural gas than any other country in the world. And what do we get for all of these planet-destroying emissions? While Big Oil and House Republicans say that those fossil fuel exports are good for the economy, soaring LNG exports actually cost big bucks, with Americans spending $111 billion more on natural gas as exports soared from 2021 to 2022.

While many justified the rapid natural gas export build-out as critical for European energy security, the reality is that European gas demand is not only already met, it is declining. So we are not using this fracked gas here in the United States. We are not benefiting from exports of this fracked gas. In fact, it raises prices at home as we export the oil, as we export the gas.

If we kept it here, it would put pressure on the price of natural gas and oil here in the United States. But they don't keep it here. They put it on ships to send it around the world.

This fracked gas is a reason that prices are going up in the United States, and our allies aren't demanding a surge in fracked gas.

So who benefits from this fight for fracked gas? In 2023 alone, the 15 biggest oil and gas companies made more than $172 billion in profit. That is money that directly comes out of household budgets for fuel, for electricity, and even food and other necessities affected by the high prices.

Gas companies and oil companies are running the same old-fashioned playbook for their dinosaur products, fossils: Drill and shill their fuels as hard as they can. And as we stop moving toward clean energy, these fossil fuel executives are trying to get other countries hooked and exporting products to keep prices high at home.

So that is a crazy economic strategy for the United States: building export terminals to take our own oil and gas that should be here and lowering the price for consumers, for our businesses, for our homeowners, for our commercial sector. But, no, they say: Put it on the open market around the world and leave less of it here for American consumers.

So just as we can track earthquakes in States that have large fracking and be able to see that that is happening, we can track this fracking defense bill to the companies that will benefit from it. This bill does nothing to protect Americans' health or their communities or their future or even their budgets. It protects fossil fuel companies from having to answer for their actions and pay for their profiteering.

And for that reason, I stand in support of Senator MERKLEY's objection to this, because this is not a policy which we should allow to go permanently unaddressed in our country. It is time we have the big debate about the impact exporting our oil and gas has upon domestic prices.

You can't have it both ways. You can't say this is good for America because we are exporting it and not understand that the less that we have here is to lower the pressure, to lower the prices for ordinary Americans.

So when you look at all the polling and it says, ''People are concerned about high energy prices; people are concerned about our economy,'' what is at the center of it? Well, what is at the center of it is oil and gas and high prices.

And what this proposal does is say ''Just keep it going; send it to China, send it to other countries around the world.'' But, no, at the same time, in the same way, we are importing lower-priced Chinese goods, we are to be sending them even more materials that allow them to become more dominant as an economic power.

I support Senator MERKLEY's objection. And I hope that we actually come to the day where we have a full-blown debate here on the Senate floor on the impact this export of oil and gas, this impact of fracked materials with chemicals in the soil of our country, have upon the totality of our economic and environmental justice issues in our society.

With that, I yield the floor.

The PRESIDING OFFICER (Ms. CORTEZ MASTO). The Senator from Alabama.

Mrs. BRITT. Madam President, I would like to give my distinguished colleague from Oklahoma an opportunity to respond and thank him for his leadership on the Protecting American Energy Production Act.

Mr. MULLIN. Madam President, it is interesting to me that my colleague from Massachusetts is lecturing us on energy prices when the last time I checked, Massachusetts has the highest cost of energy to heat their homes in the Nation; when he starts calling fracking a dinosaur technology, when the last time I checked, Boston had one of the collective largest group of individuals still heating their homes off heating oil and propane.

Infrastructure is what creates an opportunity to bring down energy costs, which is why Oklahoma, on the other hand, which embraces fracking and embraces pipelines, has the lowest energy cost on average around the country.

So if we really want to talk about bringing down cost for consumers, let's look at a model that works instead of having someone lecture us from a State that their model doesn't work. We can build infrastructure. We would love to build pipelines in Massachusetts, but they block them. The infrastructure would be awesome.

I know there is a tremendous amount of companies that would love to supply natural gas to Massachusetts. In fact, there is a pipeline right now ready to go that has been blocked.

So let's have some serious conversations, not just lay blame and call CEOs bad names and give false opinions that they are just wanting to export. This says nothing about exporting. This is talking about becoming energy independent so we don't have to import oil, so we don't have to import refined products. This is about becoming energy dependent so we can bring down energy cost.

As I said earlier, the current policy that we are operating under with the Biden-Harris administration has brought energy costs up by 37 percent, which is directly affecting every single American's pocketbook today, right now as we speak. That is why every single American out there is paying $1,085 more per month in their household bills and grocery bills than they were 4 years ago, which, if you think about that, that is over $13,000 a year directly reflecting our current energy policy.

This does exactly what it is supposed to do: help bring down the energy cost and inflation will follow. It is not hard math; it is common sense.

With that, I yield the floor.

The PRESIDING OFFICER. The Senator from Alabama.

Mrs. BRITT. Madam President, I could not agree more with my distinguished colleague from Oklahoma. It is important that we are not only energy independent but that we are energy dominant. The truth is we do it better, cleaner, and more efficiently than anyone. And we know the cost of energy affects everything from whether you are at the gas pump to heating and cooling your home to the prices you see at the grocery store.

At the end of the day, the American people are hurting; they are hurting under the policies of this administration. We have now seen the Vice President as a Presidential candidate say, all of a sudden, she is OK with fracking. Today, we saw that her party doesn't stand behind her.

I would like to hear what my distinguished colleague from Utah has to say about another opportunity that we have seen in front of us where candidate HARRIS is very different than the woman that we have seen serve.

The PRESIDING OFFICER. The Senator from Utah.

UNANIMOUS CONSENT REQUEST—S. 685

Mr. LEE. Madam President, I appreciate my friend and colleague, the Senator from Alabama, for leading this discussion today. This is an important one to have. And I am honored to be here to be part of it.

You know, the situation at the border, across our southern border, is, by any standard, a humanitarian crisis and nothing short of that. Vice President KAMALA HARRIS, appointed by President Biden as his border czar, publicly declared that she would focus as border czar on addressing the root causes of immigration.

However, now that KAMALA HARRIS is the Democrats' nominee for the Presidency, she and the legacy media want to pretend that was never the case. Axios even reported that Vice President KAMALA HARRIS ''never actually had''—that is a direct quote—''never actually had'' the title of border czar.

That is funny because that is a claim that contradicts the reporting that we have seen from Axios itself on this. In fact, we can see that right here in this chart.

On April 14, 2021, Axios reported that ''Harris, [who had been] appointed by [President] Biden as border czar, said she would be looking for the 'root causes' that drive migration.''

Moreover, a tweet from her official Twitter handle further emphasized her role:

@POTUS asked me to lead our diplomatic work with Mexico, El Salvador, Guatemala, and Honduras. To address the situation at the southern border, we have to address the root causes of migration. It won't be easy work—but it's necessary.

I agree; it is necessary. She took on this role. She acknowledged the role, and she failed.

Since Biden and HARRIS'S inauguration a little more than 3½ years ago, over 10 million undocumented immigrants have entered the United States and have done so illegally. This figure exceeds the population of 36 States. Meaning the overwhelming majority of our States, 36 out of 50 have populations smaller than the total number of persons entering the United States illegally on the watch of border czar Vice President KAMALA HARRIS, thus creating a crisis that has been met with a troubling combination of silence and inaction from this administration—the executive branch of government responsible for enforcing our border laws and the border itself.

Now, if the Biden-Harris administration were serious about addressing the crisis at the border and addressing the issue and ensuring, in the process, that the real victims of government persecution in other countries would receive asylum here, then they would support reforming our broken asylum process. And, sadly, they are not. We are still encountering over 100,000 illegal immigrants at our southern border each month.

Now, since President Biden took office, there have been almost 10 million illegal immigrant encounters nationwide. Keep in mind, this doesn't reflect the sum total of those who have crossed into our country. These are just the documented immigrant encounters throughout the country. Though, there are more. That is a subset of the total flow of illegal immigration. Over 360 individuals on the Terrorist Watchlist have been stopped while trying to cross the southern border.

And, shockingly, 27,583 Communist Chinese nationals have been encountered at the southwest border in the last year alone. That is a lot of people. And China is not close to the United States.

By any metric, the Biden-Harris administration has shown no interest in securing our border. In fact, the data suggests this administration wants as many illegal immigrants to enter this country as possible.

My Democrat colleagues want to pretend that Republicans are somehow responsible for this crisis. Why? Well, it is obvious why. They don't want to own it given that their party owns the crisis, as their party is running the administration and it is responsible for making decisions that has allowed this in.

What argument did they use in order to blame Republicans who are not in control of the administration, do not occupy the White House, or control the majority in this Chamber? What is their argument as to why we as Republicans are to blame? Well, because we were unwilling to pass a bad immigration bill that would have normalized thousands of illegal entries across our southern border each month—and particularly in the hands of the Biden administration, it could have and inevitably would have made the situation much worse.

But today I am offering a smaller bill, a narrower bill, a more focused bill that would help alleviate the crisis by closing loopholes in the law. These would be helpful. They are not necessarily things that represent a complete loophole such that President Biden would be powerless to enforce the border without them, but they would make it harder for President Biden to justify the massive loopholes that he has manipulated.

This isn't the entire answer. This bill wouldn't necessarily solve the whole problem. But if my Democratic colleagues can't agree that these commonsense reforms need to be adopted, then how can we take their concern about the border crisis seriously?

My bill, the Stopping Border Surges Act, would address loopholes in our immigration laws, which have helped create some of the perverse incentives for illegal immigration. It made it easier for the Biden administration to facilitate this flow of 10 million illegal immigrants into our country over the last 3½ years.

The bill would clarify that an adult cannot bring a child into this country expecting that child to be his or her ticket to avoid detention. This would help eliminate the disturbing practice of what is sometimes referred to by the Border Patrol as the practice of recycling children and babies by coyotes and cartels.

People will bring in a child, and sometimes that same child will be brought in under similar circumstances over and over and over again as the ticket into the United States—the ticket thus making it less likely that they will be detained and ultimately deported.

It allows all unaccompanied children to be returned to their home countries, thus ending the incentive for the parents to send their young children here alone, leaving them vulnerable to abuse.

Sadly, we see what is happening to those children under the supervision of the Biden-Harris administration and Secretary Mayorkas. They are trafficked either into child slavery, sex slavery, or as drug dealers.

My bill would require that the Department of Health and Human Services provides DHS with biographical information about the persons to whom children are being released so that they know something about them, rather than just ''This is the person to whom you are going to release the child.''

It also requires asylum seekers to apply for and be denied asylum in at least one safe country on their route from their country of origin to the United States. It would combat the Biden-Harris administration's obliteration of the credible fear standard by heightening the burden of proof.

The correct application of this standard is pivotal to the operation of our asylum system and making sure that it is there for those who need it and not subject to rampant abuse by those not eligible for it.

It has been corrupted over the years. But this administration has destroyed it entirely—manipulating it to the point where it is now beyond recognition. We must fix it.

It is sad that we have to fix it, but we have to fix it in large part because it has been so distorted and abused by this administration, profiting international drug cartels to the tune of tens of billions of dollars a year, leaving a huge—huge—wake of human suffering in its path.

It would close loopholes and restrict asylum to aliens who present themselves at an official point of entry. We must eliminate these loopholes and not allow the Biden-Harris administration to make more of them.

Congress needs to take back the authority to establish law. We can start today by passing the Stopping Border Surges Act.

Ending the ambiguities in our current asylum law will help to mitigate the situation at the border and prevent unelected, unaccountable bureaucrats from acting with utter impunity to enforce their own policy preferences, culminating inevitably in open borders

with more than 10 million people coming into this country in a space of only 3½ years. So I urge my colleagues to support this legislation.

To that end, Madam President, as if in legislative session and notwithstanding rule XXII, I ask unanimous consent that the Committee on the Judiciary be discharged from further consideration of S. 685 and that the Senate proceed to its immediate consideration; further, that the bill be considered read a third time and passed and that the motion to reconsider be considered made and laid upon the table.

The PRESIDING OFFICER. Is there an objection?

The majority whip.

Mr. DURBIN. Madam President, there is a pamphlet that is circulated to tourists and students alike entitled ''How Laws Are Made,'' and it tells the basic process under our Federal Constitution for enacting legislation. It talks about committee hearings; it talks about votes in committee, votes on the floor—in the Senate, then in the House; conference committees, agreements, a lot of other votes. Finally, the measure is sent to the President, if it is successful, for his signature or his veto. That is the ordinary process.

You will not see what is happening on this floor of the Senate in the pamphlet to describe how laws are made. It is such an unusual thing. Here we are in the Senate, basically trying to say: I ask unanimous consent to ignore the Constitution as written and the laws as described and go ahead and pass this bill anyway.

Well, you might say there are times when that is needed—and it is—but when it comes to the issue of immigration, there is a much broader consideration.

The fact of the matter is, it has been almost 35 years since we have passed an immigration reform bill—35 years. I don't know how many times the Senator from Utah has voted for an immigration bill—perhaps not—but the point is, we have tried and can't bring the measure to the floor. There is resistance and objection, primarily from the Republican side of the aisle, for any type of comprehensive reform.

But there comes a time when there is a glimmer of hope. Once in a while, something happens around here, and you think things are going to be different. That happened not that long ago, a few months back.

We had a conservative Republican Senator from Oklahoma named JAMES LANKFORD. JAMES and I disagree on so many issues, but I respect him so very much when it comes to his legislative commitment. He sat down with CHRIS MURPHY, a Democratic Senator from the State of Connecticut, and they said: Can we, Republican and Democrat together, come up with a measure that won't solve every problem with immigration, but at least it will move us forward?

What are we going to include in that?

Well, we are going to include provisions that dictate what happens when someone presents himself to the border: who would be considered in a fast fashion and who would not be.

We are going to put more Border Patrol agents on the border. They wrote a provision that the Border Patrol agents' union—thousands of men and women who risk their lives—endorsed.

Well, what are we going to do about fentanyl and narcotics that are coming into the United States as well? They added more provisions and then more law enforcement to stop the flow of narcotics.

There were provisions in that bill which I didn't like, but by and large, I had to say that was a good bill. It really was a bipartisan effort to solve some of the major problems we have.

Some on the Republican side said: Unless you pass this bipartisan bill, we are not going to allow other business to occur.

It was a pretty serious showdown moment. So we were prepared to do it. A lot of us were prepared to vote for this measure. It was bipartisan, it made real progress, and it really addressed the flow of people coming across the border.

What happened next is important. What happened next is one person stepped up and said: Stop. That person was Donald Trump, the former President of the United States. He said: I don't want this bipartisan measure that Senator LANKFORD and Senator MURPHY have crafted to pass in the Senate.

Critics said: Wait a minute, former President. If we don't do this, we won't do anything. We won't be able to address this measure significantly or constructively before the next election.

He said: So be it. Blame it on me, Donald Trump said. Kill this bill.

The word went out on the Republican side: Stop where you are. No measure is to pass, not even this bipartisan measure.

When it turned out that only a handful of Republicans were willing to defy Donald Trump, the measure died. That was the end of it.

You have to ask yourself, did we miss an opportunity there? The answer is, we certainly did—a bipartisan opportunity to do something constructive. And the decision was made by Donald Trump that he would rather have this issue going into the election in 2024 than to have any solution, bipartisan solution, which might inure to the credit of the Democrats as well as the Republicans. That was the end of the conversation.

So we find ourselves on the floor today with a measure that is being suggested on it by unanimous consent that, of course, did not go through committee and has not been reviewed, and it unfortunately has some serious flaws. Instead, this bill targets the most vulnerable people seeking safety and protection in the United States: children traveling without a parent or guardian, families with minor children, and asylum seekers fleeing persecution.

The bill that is before us—the unanimous consent request—would strip away protections for unaccompanied children. It would deport many of them back into the hands of smugglers, keep others in detention for up to a month, and keep them separated from adults who could care for them. This bill would require families to be detained—a failed policy that has disastrous effects on children and doesn't make the border any safer.

This bill would also create multiple new restrictions on asylum, undermining our longstanding commitment to refugees seeking safety, such as the people in Ukraine. Many of them were refugees to the United States, once attacked by Vladimir Putin, and I believe most Americans agree that providing protection for them and their families is the right thing to do.

The Biden administration is doing what it can under our outdated immigration laws to secure the border, and encounters between the ports of entry have decreased by more than 50 percent. Yes, there are too many flowing over the borders at various times, but we have seen dramatic reductions in those who are coming across our border now, and we could have seen more with this bipartisan bill, which Donald Trump and his loyalists ended up killing.

The administration has dramatically increased deportations, made tough changes in our asylum system, and improved access to lawful pathways to citizenship, but ultimately it is Congress's responsibility to reform our broken immigration system, which has not been updated, as I said earlier, in 35 years.

To resolve our challenges at the border, we need immigration reform that will actually fix our broken immigration system and provide the necessary resources to DHS to secure the border. Rather than providing additional resources, improving infrastructure, or adding more lawful pathways, this bill would undermine fundamental American values and put families and children at risk.

Recently, a bipartisan group of Senators had a tough border deal put together. I want to commend Senator LANKFORD for his courage in stepping up, particularly when Donald Trump was opposed to it. I wish the majority of Republicans would have stood behind their Senator from Oklahoma, but the Senator from Utah and others decided they wouldn't. They would rather take these opportunities to come to the floor and try the unanimous consent route.

Donald Trump was crystal clear. He said: Blame it on me if the bill fails. The bill failed, and I am blaming it on him just as he has. He doesn't want a solution; he wants an issue in November.

The time is long past due for my Senate Republican colleagues to stop partisan bickering, get behind JAMES LANKFORD's effort, and work on a bipartisan basis to pass the immigration

legislation the American people deserve.

I object.

The PRESIDING OFFICER (Ms. ROSEN). Objection is heard.

The Senator from Utah.

Mr. LEE. Madam President, I appreciate the thoughtful remarks from my friend and colleague, the distinguished Senator from Illinois. He and I have worked together on many issues. We don't agree on everything, but when we do agree, it is a lot of fun. We are able to do a lot of great things together. I appreciate his leadership on the Judiciary Committee and the fact that he has always been friendly toward me.

I also appreciate his reference to our sort of civics aspect of what we do. The notion of how a bill becomes a law is always, always instructive. It is always helpful to bring that up. You know, we have lost some of that in our system, and people get confused as to how laws are made.

Of course, the very first operative provision of the Constitution—article I, section 1—has only one clause, so it is clause 1. The very first language after the preamble says that all legislative powers herein granted shall be vested in a Congress of the United States which shall consist of a Senate and a House of Representatives.

Remember, legislative powers are lawmaking powers, meaning all power to make law—to make Federal law—is vested in this body and the body with which we share the legislative power just down the hall, the House of Representatives.

Article I, section 7 elaborates on this function and makes clear yet again that you cannot make a Federal law without following this formula. The formula prescribed by article I, section 7 is bicameral passage followed by presentment to the President of the United States. You have to pass the same legislative text down the hall and also pass it here. It doesn't matter in what order unless it is a revenue bill, but that is not relevant here, but it does have to be the same text passed by both bodies. Then and only then can you present it to the President for signature, veto, or acquiescence. That is how you make a law. That is what the Constitution requires.

Now, on top of that, we have a number of other procedures that we have added by Senate rule, precedent, procedure, common practice. Those are not required by the Constitution, but those rules and practices are acknowledged as legitimate by the Constitution. Yes, most of the time, we pass those, but it is ultimately up to us to decide when, whether, to what extent, and in what ways to follow all of our procedures.

And I agree with the Senator from Illinois—it does make sense whenever we can do it—that we always should follow our own procedures. It generally works out best if we can move something through committee, if we can have a full committee hearing and we can have what is called a markup, where we introduce and entertain amendments to proposed legislation, pass it out of committee, and then bring it to the floor ultimately.

I think we generally have much better legislation when we do it that way, and I would love to follow that procedure with this particular bill. If what the Senator from Illinois and the chairman of the Judiciary Committee is offering is for us to have a full committee hearing and a markup on this bill, I would love that, and I would gladly entertain that.

Tragically, in the Senate, we have seen a deviation from that same practice—that same practice to which he attributes great significance, understandably, today. In fact, fully 94 percent of all legislative matters passed by this body are passed by this same procedure that I am attempting to utilize here today—by unanimous consent.

The way it works is, essentially somebody makes a request, and they ultimately come down to the floor like I have done today and say: Let's call up and pass this bill.

Why would we do that? Well, in many instances, committee chairmen have become somewhat stingy with what bills on which they are going to hold hearings and markups. We have been unable to get a hearing or a markup set on this bill, and so this bill, like so many others—in fact, like 94 percent of all legislation passed by this body—comes to the Senate floor today without the benefit of having had either a hearing or a markup.

Well, that doesn't stop the 94 percent of the legislation from moving forward. In fact, in addition to that 94 percent of the legislative proposals that are passed by unanimous consent, an additional number of them—I am not sure what the number is; it probably varies a little bit from year to year—but an additional number of them are brought to the floor and passed not unanimously but by rollcall vote without having had the benefit of either a full committee hearing or a markup. This, too, is unfortunate. Sometimes it is necessary and unavoidable, and other times, it is not.

The point is this: Neither the Constitution nor the Senate rules prohibit passing legislation this way. Sometimes it becomes necessary when the other path has been made unavailable to us by the majority party and the committee chairman.

In this circumstance, there is an additional reason why we need to bring this forward. We talked a minute ago about the legislative process required by the U.S. Constitution to pass a law to make or change any statute that is Federal in nature. You have to go through that article I, section 7 formula: bicameral passage in Congress, followed by presentment to the President for signature, veto, or acquiescence.

What the Constitution does not countenance and certainly prohibits is the making of new law or the modification of existing law by the executive branch of government or by anyone or anything outside the framework of article I, section 7. That is what we have seen with our immigration laws, including and especially with this administration with regard to laws that are relevant here—laws, for example, involving asylum standards.

The asylum standards have morphed over the years, over many decades, and the practice of applying our asylum laws has become so different under this administration than what the law actually says, although this is comparable in many respects to another great frustration of mine that is closely related to this where we outsource de facto lawmaking authority to unelected, unaccountable bodies in the executive branch, allowing them to just make new law. We call them regulations to get around the obvious awkwardness that would otherwise be created by this thing called the Constitution to which we have all sworn an oath, but we allow, in effect, the executive branch to make laws that way under the form of rules and regulations.

But either way, whether it is by the stroke of the Executive pen or whether it is through an administrative Agency, we have seen laws being made and changed entirely outside the constitutionally authorized process recognized by article I, sections 1 and 7.

So it is one of the reasons we are here today because we have had the executive branch making and changing law not authorized by the Constitution, and we have had a lack of access to committee hearings and committee markups. So that is why we come here today and do this.

While it is not ideal, it is how 94 percent of the legislation passed by this body is, in fact, passed. So that kind of matters. That provides some helpful context.

We talked a little bit about asylum and how the asylum laws have been abused and modified. The idea behind asylum is that if you are subject to certain kinds of persecution in your home country, we want to provide people with a place to go.

The problem we had in this administration—the way it is supposed to work is if you show up without documents at the U.S. border and you make the case that you are entitled to stay here as an asylee, well, you are supposed to be detained until such time as they can decide the issue. You don't have a statutory or a constitutional right to be granted asylum. It is a discretionary grant of authority given to the Secretary of Homeland Security. No one has a guaranteed right to it. So you are supposed to be detained while they consider your application, whether or not they are going to grant it.

But instead, what this administration has been doing is just saying: OK. Come in. You claim asylum. And they let you go. And because there are so

many people coming in—about 10 million of them; many of them are claiming asylum—they decide that the best thing to do is not deport them because they can't handle all those asylum applications. They can't adjudicate them. They say: Well, let's just let them go—let them go and tell them that at some point you may hear about a hearing that will be scheduled before an immigration judge. We hope you will come to your immigration hearing. At the current rate, many of these people are being told that their immigration hearing may not happen until the mid-2030s.

This doesn't make any sense. This amounts to a de facto change in law.

It definitely amounts to a de facto change in law when we have got things like what is called immigration parole. Immigration parole is supposed to exist as a discretionary grant of authority, allowing the U.S. Government to let somebody come into the United States either for a specific humanitarian purpose or a public purpose. But it has to be individualized, not generalized by country, not broad categories, and an individual person. The law specifies that.

An example of a humanitarian purpose is somebody is in a foreign country. Maybe their mother lives here. She is about to die, and that person needs to come in and be there for the funeral with the understanding that he or she will probably leave thereafter.

The public use, the public benefit example, would be someone who maybe speaks an obscure language. We don't have adequate interpretation services in that language here. We need somebody to come in and translate for that language. We allow them to come in, be a translator for that trial, with the understanding that they will leave.

Well, this President has granted contrary to what the law allows. He has effectively rewritten the law so as to just grant huge categorical blocks of immigration parole. We are talking to the tune of hundreds of thousands of people who have been admitted in a single year on these things.

That is lawless. That is outside what the law requires. So, yes, that is a change of law, and that is why we need to tighten this law here.

Now, I do want to get to this point about the so-called border bill, the border bill that my friend and colleague from Illinois claims—mistakenly but very wrongly—was killed only by one man, Donald J. Trump. It is just not what happened, not what happened at all. And I don't agree with his description of the bill either.

The Senator from Illinois and I share a common friendship with and great affection for the senior Senator from Oklahoma. The senior Senator from Oklahoma did a fantastic job. He had done a great job on so many things that he decided that he would try to negotiate this. I think it was done at the request of the minority leader, the Republican leader in the Senate, to try to negotiate something.

The Senate Republican conference wanted legislation that would, in one way or another, tie President Biden's hands so he couldn't continue to abuse and negotiate that system of laws, and so he went in there. He did his best to negotiate that. At the end, most Members of our conference didn't feel comfortable with what he negotiated because it wouldn't adequately tie President Biden's hands.

It is not his fault, and it is not Donald Trump's fault. But the fact is that most of the Members of our conference didn't feel that it did enough to tie President Biden's hands.

Perhaps under the jurisdiction of a different President, that legislation might have worked but not with this President. It certainly didn't tie President Biden's hands.

So it wasn't Donald Trump who killed the bill. It was the fact that we didn't have the votes here.

So, look, this is a big deal. It matters. I reject, fundamentally, the premise that we can't reform any of our immigration laws without so-called comprehensive reform, which is usually code for something else, including allowing large numbers of persons entering illegally to be deemed legal.

So let's make sure we have the facts right, both on the way laws are made and based on what happened with this legislation and why it is necessary to pass the Stopping Border Surges Act.

The PRESIDING OFFICER. The Senator from Alabama.

Mrs. BRITT. Madam President, I appreciate the remarks from my distinguished colleague from Utah.

While my colleague from Oklahoma gets set, I just want to recap a couple of things. I mean, here we have today a fracking bill that has been put on the floor but yet blocked by Democrats.

We have a bill here just now closing asylum loopholes, helping unaccompanied children get back to their family, but that has been blocked by Democrats.

Earlier, you saw us put a bill on the floor that would actually help build a barrier on our southern border, but yet that was blocked by Democrats.

When we have looked at how Vice President HARRIS is running, it is obviously very different than the way she served.

If you look back in 2020, Vice President HARRIS said, ''Trump's border wall is a complete waste of taxpayer money and won't make us any safer.''

I am wondering if she will put a disclaimer that says that underneath her commercials that focus on and show the border wall.

She said, as a Senator, that she vowed to block any funding for the border wall and urged her colleagues to reject any funding for the border wall, which is actually exactly what they continued to do and you saw them do here today.

Here is the deal: You can't have it both ways. KAMALA HARRIS either wants to secure our border—which she has had ample time to do—building barriers that help us keep Americans safe or she doesn't, which is what we have seen throughout her tenure both in the Senate and as Vice President. But yet now she is campaigning as something totally different.

We saw here today that her newfound support of a border wall is not supported by her Democratic colleagues here in the Senate.

I look forward to hearing more about what we have seen on the campaign trail versus, in actuality, where she stands.

On that, I see my distinguished colleague from Oklahoma and would love the opportunity to hear from him.

The PRESIDING OFFICER. The Senator from Oklahoma.

UNANIMOUS CONSENT REQUEST—S. 204

Mr. LANKFORD. Madam President, I come to the floor today to be able to talk about an issue that, apparently, there is a large belief among some that doesn't exist. So I wanted to be able to pull the veil back and to say this is actually an issue. And I can't believe I even have to have this conversation. And, in many ways, it is an incredibly difficult conversation to be able to have.

During the Presidential debate that happened just a few weeks ago now, there was a debate, ostensibly, between Vice President HARRIS and former President Donald Trump. It ended up being a debate between Vice President HARRIS, David Muir, Linsey Davis, all against Donald Trump.

There were multiple moments where the ABC moderators decided they were going to debate or correct Donald Trump when he spoke, and it became this very odd interchange that all America watched and thought: Well, that doesn't seem like a debate in that sense.

One of those moments was a really odd moment. There was a question about abortion to President Trump. That is a fair conversation for the moderators to bring up a question and to be able to talk about it. He has openly talked a lot about abortion. And, obviously, the vote that happened in the Supreme Court with the Dobbs decision has highlighted a lot of that conversation nationally since his Presidency.

President Trump, during that debate, talked about children who are aborted away the eighth or ninth month and then some even after. He mentioned that, to which the ABC News moderator, Linsey Davis, responded: ''There is no State in the country where it's legal to kill a baby after it's born'' and then immediately turned to Vice President HARRIS, where, literally, she jumped in to be able to debate the President and to try to ''correct'' him.

The problem is, there was no one to be able to moderate her in that debate and to make the simple statement, there are not only States in America where that can happen, there are States in America where that does happen.

In this simple map of the United States, this lists out the States where there are strong protections for a child after birth. Now, this is not an abortion; this is a botched abortion that has occurred. This is a woman who went in with the intent of having an abortion, late term. The child was fully delivered, and in medical practice in many of these States that are listed here, the child is fully delivered during the abortion. And if the child cries, breathes, the practice is to back away and to allow the child to slowly die on the table because the intent was an abortion. So everyone just steps back in the facility and watches the child die on the table, however long that takes.

Now, before people say that doesn't occur, eight States have a requirement—eight States have a requirement—that, in an abortion, if it is botched and the child is actually fully delivered, and they are still alive, they have to report it. And in eight States—only those States that actually do that—there were 277 cases of that.

Let me give you an example. This was several years ago. She is now a beautiful young woman, a young woman named Melissa Ohden. She actually didn't know until she was an adult that she was actually the product of a botched abortion. Her mom, who was a teenager, had been compelled to have an abortion by some family members around her. She didn't want to do it, but she did. It was a late-term abortion.

She went in to have the abortion, had the abortion, and after the abortion was over, one of the nurses looking through the ''medical waste'' that was there on the table, saw the young girl crying. She scooped up the infant, took the infant on her own to an emergency room. The emergency room personnel said: There is no way she will have a full, meaningful life. But they took care of her because she was in the emergency room.

I know Melissa Ohden. She is a remarkable lady—no disabilities, no other challenges other than the knowledge that she was supposed to ''have been aborted.'' But there she is alive.

There are a lot of women who are scattered around the country who are all finding each other online telling the story that they are a product of a botched abortion; that they were born alive, and they were given medical care when ''they weren't supposed to be there at all.'' They are now, through one rare benefit of social media, finding each other and connecting in conversation. Not only is this happening, it is happening all over the country.

I am fully aware that the ABC News moderator thinks this doesn't happen anywhere, but not only is it happening, it has happened before; it is happening probably today.

The question that this body has not resolved is, What are we going to do about it?

This is not about reducing abortion. Quite frankly, the bill that I am bringing and I want to bring for unanimous consent today won't reduce abortions at all in America.

I would tell you, it would be my preference to be able to stand for the value of every single child in America and to say there is not a child in America that is disposable; that children in America are all valuable—not some disposable, some valuable—all valuable.

This is not a question of are we going to legalize or not legalize abortion. This is about a fully delivered child crying on a table, if they will get medical care or if we will back up and watch them die. That is the question before us—and what we are going to do about that.

There has been a lot of conversation about this of late, in the last several years. Let me give you an example of several of these States. New York State recently passed a law that not only allows abortion all the way until the ninth month, but they protect—if a child is fully delivered and is breathing on the table, and it was a botched abortion, that they would be protected, quote-unquote, to be able to die there.

When this bill was passed, just a couple of years ago, in New York, the New York Legislature cheered—cheered—at protecting the rights of a child to lie on the table and die after a delivery. They lit up the Freedom Tower in New York City to celebrate the passage of that bill. That is in New York.

In Minnesota, 9 years ago, in a wide bipartisan vote, they determined that they should actually track how many of these botched abortions happen; that they should actually keep track of how many occur like this, that a child is actually born alive. It is rare, but they wanted just to be able to keep track of it with basic records.

So in a bipartisan vote in the Minnesota Legislature, signed by the Governor, they passed a law, 9 years ago, to track how often this occurs. In the State of Minnesota, they determined, over the next several years, that there were 24 children that were born alive during a botched abortion. Now, again, that is not many, but I bet it matters to those 24. But for those 24 children that Minnesota discovered, this is not really a myth. This is really occurring. They tracked it.

The Governor of Minnesota, the current Vice Presidential candidate on the Democratic side, worked to get a repeal of that law, and the simple repeal was: We don't want reporting anymore.

Literally, it was: We are finding out this is happening; so in Minnesota, we have declared we don't want to know that this is happening anymore.

That is unbelievable. That is old-school, put your hands over your ears and scream ''la, la, la, la'' kind of stuff. That is not what we should do as a nation. We should actually know about it and then determine, through debate in this body, what we are going to do about it.

Madam President, I am getting close to a conclusion here. May I ask unanimous consent to be permitted to speak just 3 more minutes, until we can wrap this up, and then prior to the scheduled rollcall vote, for Senator BRITT to have 1 minute just to be able to conclude.

The PRESIDING OFFICER. Are there objections?

Without objection, it is so ordered.

Mr. LANKFORD. Madam President, so here is the issue. We have brought this bill to the floor several times before. In fact, we have had some bipartisan support for this bill several times before. The bill is very, very simple. The bill says: When the doctor performs an abortion but the child is born alive, instead of actually born dead, that care would be provided to that child the same as any other child that is born.

Now, we are fully aware that many abortion clinics do not have a full hospital that is also attached to them. But we are also very aware that if there is a problem with the mom in an abortion clinic, they take her to a hospital. This is a simple statement to say: If a child is born alive, which we know 100 percent this has happened—even in States like Minnesota, that this is happening—what is America going to do with a fully delivered, crying baby on the table? Will they get healthcare or will they not get healthcare? That is all this bill does.

It doesn't reduce abortions, unfortunately. It doesn't do that. It doesn't change abortion processes across the country. It doesn't do that. It just says: When the abortion is unsuccessful and the child is actually delivered instead, we are going to get medical care to that child. That is what I bring in this, and it is absolutely, to me, the simplest of all possible statements to make.

So, Madam President, as if in legislative session and notwithstanding rule XXII, I ask unanimous consent that the Committee on the Judiciary be discharged from further consideration of S. 204 and the Senate proceed to its immediate consideration. I further ask consent that the bill be considered read a third time and passed and that the motion to reconsider be considered made and laid upon the table.

The PRESIDING OFFICER. Is there objection?

Mr. DURBIN. Reserving the right to object.

The PRESIDING OFFICER. The Senator from Illinois.

Mr. DURBIN. Madam President, this is a serious topic. To rush through it in a matter of minutes is unfair. More time should be devoted to it, but I am going to do my best in a short period of time to be very direct.

My first direction is, to anyone following this debate at home, pull out your cellphone, go to your search engine, whatever it happens to be, and look up the following name. I am going to spell it carefully because I want you to be able to type it in. Kermit, K-E-R-M-I-T, Gosnell, G-O-S-N-E-L-L. Kermit Gosnell.

While I speak, I hope you will take a look at what you see on your screen.

This bill has been proposed by my friend from Oklahoma. It creates new standards of care for doctors providing reproductive healthcare, and these standards are not based on medicine, fact, or science. The goal of this bill is to target and intimidate reproductive healthcare providers and make it harder for women to access comprehensive, compassionate healthcare.

Let me be clear. Despite former President Trump's wild claims, it is not legal in this country, in any State, to kill a child after it is born. Doctors already have an obligation under the law to provide appropriate medical care to any child that is born alive.

How do I know this? I voted for it. It is explicitly codified in a law which President Bush signed entitled ''Born-Alive Infants Protection Act of 2002''—2002. It has been on the books over 20 years.

And when doctors harm babies in violation of State and Federal laws, they are held accountable. For example, in the year 2013, Dr. Kermit Gosnell, a Pennsylvania doctor, was convicted on three counts of first-degree murder for murdering babies after botched abortions. I want you to read, if you brought this up on your phone, the story of this man. What he did was an outrage. It was disgusting. He was held accountable for it and is serving life in prison as a result, without any possibility of parole.

So to argue that we are talking about an area of law that is not addressed by current law is just plain wrong. Our Nation already has laws in place to protect newborns. To suggest otherwise is simply false. Alleging that doctors are wantonly killing infants after birth is as ludicrous as accusing immigrants in Ohio of eating cats and dogs.

Here we are. This is today's Republican Presidential campaign. Rather than create meaningful protections for women and infants, what this bill would actually do is put politicians into private healthcare decisions.

Abortions occurring late in pregnancy are incredibly rare—incredibly rare. Why don't we hear the same level of concern for women being denied reproductive care and bleeding out in the parking lot of a hospital because of decisions by State legislatures? Let's be honest. That is a real problem and a real challenge.

In these heartbreaking situations, it is not for Congress to dictate the course of medical treatment. Those wrenching decisions must be left to medical professionals and the individuals in their care. It is the only compassionate outcome.

Therefore, I object.

The PRESIDING OFFICER. Objection is heard.

The Senator from Alabama.

Mrs. BRITT. Madam President, I appreciate my distinguished colleague from Illinois and would like to say, with regard to the remarks from my colleague from Oklahoma, actively killing and saving are actually two different things. So for the people watching this, they should take a look at that. And I think what we are seeing is how far left this has gone. This is truly beyond comprehension.

I also just want to say that we spent time yesterday on an IVF bill that nobody actually tried to use to get to 60 votes. IVF is legal and accessible in all 50 States. And, in fact, the great State of Alabama, when forced into a decision, talking about this, immediately acted. Our State legislature and our Governor made sure that women had access to IVF in every corner of our State.

So I would wish that we would spend time on real things, like the appropriations bills that we have marked up, amongst others.

But if you are looking at where we are today, I think what we have seen is that KAMALA HARRIS has said that she is for a border wall; she has said she is for fracking; she has said she is for cracking down on illegal border crossings—all during her short campaign tenure. But the truth is that all of those things were just blocked.

It is clear that her flip-flops aren't real, and there is much more to dig into and discuss as this campaign moves forward.

I yield the floor.

NOMINATION OF MICHELLE WILLIAMS COURT

Mr. DURBIN. Madam President, today the Senate will vote to confirm Los Angeles County Superior Court Judge Michelle Court to the U.S. District Court for the Central District of California.

Judge Court's extensive career as a litigator for nearly two decades combined with her experience as a California State court judge have prepared her to serve on the Federal bench.

After graduating from Pomona College and Loyola Law School, Judge Court worked as an Associate at Gilbert, Kelly, Crowley & Jennett. She then worked as an attorney at the ACLU of Southern California before continuing her career in private practice as an Associate at Litt & Marquez and Milberg, Weiss, Bershad Hynes & Lerach.

Prior to taking the bench, Judge Court served in several roles at Bet Tzedek Legal Services: as a deputy director of litigation, as the director of litigation, and as the vice president and general counsel. At this organization, she provided legal services to low-income, elderly, and disabled clients and supervised more than 30 staff attorneys and advocates.

Since 2012, Judge Court has served as a judge on the civil division of the Superior Court of California in Los Angeles, where she has presided over approximately 200 civil trials and ruled on 12,000 motions and requests.

Judge Court has the strong support of her home State Senators, Ms. BUTLER and Mr. PADILLA. In addition, she was rated unanimously ''well qualified'' by the American Bar Association.

Judge Court's deep ties to the California legal community, combined with her courtroom experience both on and off the bench, will ensure that she serves on the Central District of California with distinction.

I urge my colleagues to join me in supporting her nomination.

VOTE ON COURT NOMINATION

The PRESIDING OFFICER. Under the previous order, the question is, Will the Senate advise and consent to the Court nomination?

Mrs. SHAHEEN. I ask for the yeas and nays.

The PRESIDING OFFICER. Is there a sufficient second?

There appears to be a sufficient second.

The clerk will call the roll.

The senior assistant legislative clerk called the roll.

Mr. DURBIN. I announce that the Senator from Vermont (Mr. SANDERS), the Senator from Arizona (Ms. SINEMA), and the Senator from Oregon (Mr. WYDEN) are necessarily absent.

Mr. THUNE. The following Senators are necessarily absent: the Senator from South Carolina (Mr. GRAHAM), the Senator from South Dakota (Mr. ROUNDS), the Senator from North Carolina (Mr. TILLIS), and the Senator from Ohio (Mr. VANCE).

Further, if present and voting: the Senator from North Carolina (Mr. TILLIS) would have voted ''nay.''

The PRESIDING OFFICER (Ms. BALDWIN). Are there any other Senators in the Chamber desiring to vote?

The result was announced—yeas 49, nays 44, as follows:

[Rollcall Vote No. 245 Ex.]

YEAS—49

Baldwin	Hassan	Peters
Bennet	Heinrich	Reed
Blumenthal	Helmy	Rosen
Booker	Hickenlooper	Schatz
Brown	Hirono	Schumer
Butler	Kaine	Shaheen
Cantwell	Kelly	Smith
Cardin	King	Stabenow
Carper	Klobuchar	Tester
Casey	Luján	Van Hollen
Collins	Manchin	Warner
Coons	Markey	Warnock
Cortez Masto	Merkley	Warren
Duckworth	Murphy	Welch
Durbin	Murray	Whitehouse
Fetterman	Ossoff	
Gillibrand	Padilla	

NAYS—44

Barrasso	Fischer	Murkowski
Blackburn	Grassley	Paul
Boozman	Hagerty	Ricketts
Braun	Hawley	Risch
Britt	Hoeven	Romney
Budd	Hyde-Smith	Rubio
Capito	Johnson	Schmitt
Cassidy	Kennedy	Scott (FL)
Cornyn	Lankford	Scott (SC)
Cotton	Lee	Sullivan
Cramer	Lummis	Thune
Crapo	Marshall	Tuberville
Cruz	McConnell	Wicker
Daines	Moran	Young
Ernst	Mullin	

NOT VOTING—7

Graham	Sinema	Wyden
Rounds	Tillis	
Sanders	Vance	

The nomination was confirmed.

The PRESIDING OFFICER. Under the previous order, the motion to reconsider is considered made and laid upon the table, and the President will be immediately notified of the Senate's actions.

The senior Senator from Michigan.

EXECUTIVE CALENDAR

Ms. STABENOW. Madam President, on behalf of the majority leader, I ask that the Chair execute the order of July 23, 2024, with respect to the Taylor nomination.

The PRESIDING OFFICER. The clerk will report the nomination.

The bill clerk read the nomination of Margaret L. Taylor, of Maryland, to be Legal Adviser of the Department of State.

VOTE ON TAYLOR NOMINATION

Ms. STABENOW. I ask for the yeas and nays.

The PRESIDING OFFICER. Is there a sufficient second?

There appears to be a sufficient second.

The clerk will call the roll.

The bill clerk called the roll.

Mr. DURBIN. I announce that the Senator from Arizona (Ms. SINEMA) and the Senator from Oregon (Mr. WYDEN) are necessarily absent.

Mr. THUNE. The following Senators are necessarily absent: the Senator from South Carolina (Mr. GRAHAM), the Senator from South Dakota (Mr. ROUNDS), the Senator from North Carolina (Mr. TILLIS), and the Senator from Ohio (Mr. VANCE).

Further, if present and voting: the Senator from North Carolina (Mr. TILLIS) would have voted ''nay.''

The result was announced—yeas 50, nays 44, as follows:

[Rollcall Vote No. 246 Ex.]

YEAS—50

Baldwin	Heinrich	Peters
Bennet	Helmy	Reed
Blumenthal	Hickenlooper	Rosen
Booker	Hirono	Sanders
Brown	Kaine	Schatz
Butler	Kelly	Schumer
Cantwell	King	Shaheen
Cardin	Klobuchar	Smith
Carper	Luján	Stabenow
Casey	Manchin	Tester
Coons	Markey	Van Hollen
Cortez Masto	Merkley	Warner
Duckworth	Murkowski	Warnock
Durbin	Murphy	Warren
Fetterman	Murray	Welch
Gillibrand	Ossoff	Whitehouse
Hassan	Padilla	

NAYS—44

Barrasso	Ernst	Mullin
Blackburn	Fischer	Paul
Boozman	Grassley	Ricketts
Braun	Hagerty	Risch
Britt	Hawley	Romney
Budd	Hoeven	Rubio
Capito	Hyde-Smith	Schmitt
Cassidy	Johnson	Scott (FL)
Collins	Kennedy	Scott (SC)
Cornyn	Lankford	Sullivan
Cotton	Lee	Thune
Cramer	Lummis	Tuberville
Crapo	Marshall	Wicker
Cruz	McConnell	Young
Daines	Moran	

NOT VOTING—6

Graham	Sinema	Vance
Rounds	Tillis	Wyden

The nomination was confirmed.

(Ms. BUTLER assumed the Chair.)

The PRESIDING OFFICER (Ms. CORTEZ MASTO). Under the previous order, the motion to reconsider is considered made and laid upon the table, and the President will be immediately notified of the Senate's action.

The Senator from Vermont.

CLIMATE CHANGE

Mr. WELCH. Madam President, climate change, as we all know, has caused major disasters all across America, from Vermont's catastrophic flooding in July of 2023 and, again, exactly a year later, this past July, to the devastating wildfires in Hawaii, to hurricanes in Texas, floods in San Diego and southern Minnesota, tornadoes from Mississippi to New York. And just this week, Louisiana was hit by a hurricane, and North Carolina was hit by historic flash flooding. And North Carolina, earlier this week, saw 18—18—inches of rain in 12 hours, what the National Weather Service in Wilmington called a once-in-a-1,000-year event. That is not normal.

From 2023 to 2024, there were 48 climate disasters that incurred losses of billions of dollars and more. These events were devastating for the communities: many demolished homes and businesses, washed away roads, destroyed fields and barns, and loss of life.

And while we can count 48 from NOAA today, we know that this list will only grow as storm damage is assessed from Vermont and Louisiana and North Carolina.

Disasters literally from coast to coast hit the United States—35 severe storms; 4 floods, including Vermont's flooding; 3 tropical cyclones; 3 winter storms; 2 wildfire events; and 1 drought. This is just going on and on and on, and it is not even the full picture. We have had 125 from the same period.

I have shared the pain and anguish of Vermont's homeowners, farms, and businesses. For over 430 days, they have waited for Congress to act when it comes to supplemental relief for the Disaster Relief Fund. Vermonters need that help, as do folks in Hawaii, as do folks in North Carolina.

There is bipartisan support for this effort because it is obviously a bipartisan crisis. These weather events don't have any favorites. Whether you are in a red State or a blue State means nothing; it is the weather, and it will do what the weather decides to do.

This week, I joined with Senator BRIAN SCHATZ of Hawaii and our colleagues from Louisiana, Maryland, Mississippi, North Carolina, California, and Alaska in sending a letter to Senate leadership urging them to quickly pass disaster funding so our States can recover. We have a solid bipartisan group, and regrettably it is a growing group. The need is immense.

So we do need more financial support immediately through FEMA's Disaster Relief Fund. It is depleted, and it needs to be replenished.

One critically important program for long-term disaster recovery is through our Department of Transportation's disaster relief program. Senator SANDERS and I have seen the damage in Vermont. We have suffered brutal damage to our transit system. More than 6,000 tons of debris were removed by the State of Vermont, 409 miles of rail have been closed, 149 miles of rail trail closed, 64 bridges in Vermont closed, and 46 State roads were closed. As of last fall, Vermont incurred $150 million in damages related to transportation alone. And then more flooding came.

Both Senator SANDERS and I have traveled across Vermont to talk with community leaders about the financial stress they face right now. We have also talked with my colleagues about the needs of our community leaders in their States and their needs as they rebuild and recover and plan for the next climate disaster. The reality is, the numbers don't paint the full picture. We do need that relief to get people moving ahead. But when your town and your street and your home and your lives, the lives of the people you represent, are so devastated, you really can't articulate a number. It doesn't capture it.

We need the Disaster Relief Fund replenished. We need transportation funding to reimburse our State governments for the costs they pay up front when a disaster hits. We need more money for the highway emergency fund. Our need is extreme. Our States and communities cannot do this alone, and that is no less true for every other colleague's State than it is for Vermont.

Today, I would also like to voice Vermonters' continued frustration—this is on a slightly different topic but related to the flooding—that 14 months after our post office was destroyed in Montpelier, the capital of the State of Vermont, we still don't have a fully functional post office.

After the July 23 floods, the Postal Service shifted its Montpelier Post Office operations to a series of temporary locations, and that included parked trucks miles away from where the old post office was. These were unsafe for the Postal Service workers, and they failed to ensure anything close to reliable service. There was no air-conditioning in the summer months or heat in the fall and no lighting. People literally were using like their iPhones to try to read what the labels were. That is unacceptable.

After a public outcry and demands from Senator SANDERS and me and our congressional colleague, Congresswomen Balint, the UPS moved postal operations to another temporary location. We thought that was progress when the Postal Service signed the new lease downtown in April, and they said it would be open by summer. It is September. The location is still not open,

and, reportedly, little progress has been made.

The capital city of the State of Vermont has not had a functioning post office for over a year. It is not a distinction we value. You know, the Postal Service has an internal benchmark of restoring retail service within 180 days of a natural disaster. They are now 256 days overdue. This failure is real and has very practical impacts on our constituents. Right now, Vermonters who live in Montpelier have to drive 7 miles if they want to buy a stamp or mail a package, and it is obviously very burdensome for our businesses.

The U.S. Postal Service and the Postmaster General, Louis DeJoy—let me be frank. They have really failed to deliver. And it is shocking to me, but we have had instances where Senator SANDERS and I and Congresswoman BALINT have tried to interact with the Postal Service, and he is silent, nonresponsive. That is really an insult to the people of Vermont when they need this and can't even get an answer about what is going on.

So this is not your standard, run-of-the-mill management failure of the USPS. No. This is really a dereliction of duty, in my view, by Postmaster General DeJoy. He is choosing not to open a post office—a task his Agency has done thousands of times quickly in their 250-year history.

While the Postal Service may be independent, it is not without oversight. It does not have the authority to disregard the input of the public who so needs the services or congressional representatives, and it does not have the authority to act contrary to its statutory obligations.

I want to close by saying again that I stand ready and willing to work with any of my colleagues to get this disaster relief done. We cannot recover or rebuild without the Federal assistance that all of us in every State that has had a catastrophe, a weather event. We need the help, and we all have to help one another, not only for Vermont but for every community that needs help and will need help in the future.

Madam President, you know we can get this done. We have done it before for our constituents. But the delay is going on too long. It is that simple.

I yield the floor.

The PRESIDING OFFICER. The Senator from Vermont.

Mr. SANDERS. Madam President, I am here for another reason this evening, but I wanted to concur with Senator WELCH. Obviously, we need more Federal disaster relief, we need reforms in FEMA, and we certainly need a permanent post office in Montpelier, VT. So I want to thank Senator WELCH for his work in that area.

ISRAEL

Madam President, in a few weeks' time, we will mark the 1-year anniversary of the war in the Middle East. It has been almost 1 year since Hamas's horrific terrorist rampage on October 7, which killed 1,200 innocent Israelis and took hundreds of hostages, including Americans. As I have said many times, Israel had an absolute right to defend itself and respond to the Hamas attack.

But, tragically, Prime Minister Netanyahu's extremist government has not simply waged war against Hamas; it has waged all-out war against the Palestinian people. Israel has conducted this war with little regard for innocent civilians, bombing indiscriminately, and severely restricting the humanitarian relief operation needed by desperate people.

After nearly 1 year of this carnage, out of a population of some 2.2 million people, more than 41,000 Palestinians have been killed and nearly 95,000 injured, 60 percent of whom are women, children, or elderly people. Let me repeat—60 percent of whom are women, children, or elderly people.

Netanyahu's policies have trampled on international law, made life unlivable in Gaza, and created one of the worst humanitarian disasters in modern history.

We cannot continue to turn a blind eye to the scale of the suffering caused by this all-out war against the Palestinian people—136,000 casualties, most of whom are civilians. The full toll is likely even higher, with thousands of bodies buried beneath the rubble.

Madam President, 90 percent of Gazans—90 percent of the people in Gaza—have been displaced from their homes, 1.9 million people. Many families have been displaced again and again and again, forced to uproot their lives and pick their way across a war zone with their children and what little they can carry. These are poor people going from place to place amid bombing and total destruction. When these families find, finally, a safe place to seek refuge, perhaps setting up a tent in a so-called safe zone, they are often then forced to evacuate due to renewed Israeli bombing.

Few of these people even have homes to ever return to. More than 60 percent of Gaza's housing has been damaged or destroyed, including 221,000 housing units that have been completely destroyed. Imagine—imagine—going from place to place, knowing that you are never going to be able to return to your home.

Today, as a result of the devastation of housing in Gaza, more than 1 million people are homeless. I would ask my colleagues to try to think for a moment what it means to be carrying your children from place to place in the heat, without food, without water, knowing that your home that you came from has been destroyed. That is what is going on today.

What we are witnessing now is not just the loss of human life, as severe and horrible as that is; Gaza's civilian infrastructure has been devastated, including water and sewage systems. Raw sewage runs through the streets, spreading disease. Clean water is still in short supply. Most of the roads in Gaza are impassable, torn up by bombing and bulldozers. There is virtually no electricity right now.

But it is not just Gaza's infrastructure. The Netanyahu government has systematically—systematically—and I have talked to doctors about this—devastated the healthcare system in Gaza, knocking 19 hospitals out of service and killing more than 800 healthcare workers. So you have 95,000 people who have been injured, including a lot of children, and you have 19 hospitals that have been knocked out of service.

The World Health Organization has recorded thousands of attacks on healthcare facilities. Not surprisingly, with the collapse of the healthcare system, under the strain, diseases like hepatitis, dysentery, polio, and other infections have taken hold.

Gaza has 12 universities. Every single one of them has been bombed, as have hundreds of schools. Eighty-eight percent of all school buildings in Gaza have been damaged. Every university bombed, 88 percent of all school buildings in Gaza have been damaged, and more than 500 people have been killed while sheltering in U.N. schools.

There are many, many hundreds of thousands of children in Gaza. It is a young—the Palestinian population is by and large young, a lot of children. Virtually none of them have been in school since this war began.

As horrific and unspeakable as all of this is, there is something even worse taking place in Gaza now; and that is, as a result of Israeli restrictions on humanitarian aid, people in Gaza are now starving to death.

Leading experts from the U.N. and other aid organizations estimate that some 495,000 Palestinians—a quarter of the population—face starvation. These groups estimate that more than 50,000 children require treatment now for acute malnutrition and are at risk of starving to death—50,000 kids facing malnutrition.

And I am not a doctor, but I know enough to tell you that will impact these children for the rest of their lives. That is what childhood malnutrition does.

Malnourished women struggle to breastfeed their newborns. Formula is inaccessible; and even when available, it cannot be used without reliable sources of clean water.

According to the U.N. and virtually every humanitarian organization functioning in Gaza, there is one primary reason for this starvation and suffering; and that is that Israel has severely restricted the amount of humanitarian aid, including food, water, and medical supplies that can reach the desperate people of Gaza. This is a clear violation of U.S. and international law—not just immoral, not just outrageous, but a clear violation of U.S. and international law.

Every day—every single day—the bombardment continues—bombing and shelling carried out with U.S.-provided

weaponry, often financed in large part by American taxpayers—U.S. weapons financed by U.S. taxpayers.

In the last year alone, Congress has voted to send more than $10 billion in American taxpayer dollars to the extremist Israeli government to buy more of the bombs and more of the weapons to wage war against the Palestinian people.

Enough is enough. U.S. complicity in this horrific war must end.

With a group of colleagues, I will soon be introducing a number of joint resolutions of disapproval, which would block some $20 billion in new arms sales to Israel. Resolutions of disapproval are the only tool Congress has to block arms sales, which are inconsistent with established U.S. and international law. The Senate will vote on these measures.

Let me outline briefly why it is critical that we prevent these sales from going forward. I have laid out the horrible reality of the situation in Gaza. But the sad truth is that much of this carnage has been carried out with U.S.-provided military equipment.

Put simply, providing more offensive weapons to continue this disastrous war would be immoral. It would also be illegal.

These sales directly contradict the stated purpose of the Foreign Assistance Act of 1961 and the Arms Export Control Act. These laws require that U.S. arms transfers to foreign countries must be consistent with internationally recognized human rights, advance U.S. foreign policy interests, and avoid U.S. complicity with any human rights violations. That is the purpose of these laws.

During the August recess, the administration sent to Congress official notices for several sales to Israel that clearly do not meet these criteria. The arms sales total over $20 billion and include transfers of Joint Direct Attack Munitions, or JDAMs; 120-mm tank rounds; 120-mm high explosive mortar rounds; Medium Tactical Vehicles; and up to 50 new F–15 fighter aircraft, as well as upgrades for some of Israel's current F–15s.

All of these systems have been used in Gaza, causing massive death and suffering to innocent men, women, and children.

The JDAMs and 120-mm tank rounds, in particular, have been used indiscriminately and are responsible for a significant portion of the civilian casualties. Reliable human rights monitors have painstakingly documented numerous specific incidents involving these systems leading to unacceptable civilian death and harm. There is a mountain of documentary evidence regarding this.

Hundreds of eyewitness testimonies, photographs, videos, and satellite imagery all underscore one simple point: These weapons are being used in violation of U.S. and international law.

I have a list here of some of the most egregious incidents involving these systems. Tragically, the list is too long for me to read here on the floor.

Madam President, I ask unanimous consent to have the list printed in the RECORD.

There being no objection, the material was ordered to be printed in the RECORD, as follows:

Regarding JDAMs, these incidents include but are not limited to:

On October 10, 2023, an Israeli strike with a U.S. JDAM in Deir al-Balah killed 24, including 7 children.

On October 10, 2023, an Israeli strike with a U.S. JDAM in Deir al-Balah killed 19, including 12 children.

On October 31, 2023, an Israeli strike with U.S. JDAMs in Jabalia killed at least 126 civilians, including 69 children.

On January 18, 2024, an Israeli strike with a U.S. JDAM in al-Mawasi targeted a humanitarian facility.

On March 27, 2024, an Israeli strike with a U.S. JDAM in al-Habariyeh, Lebanon killed 7 healthcare workers.

On July 13, 2024, an Israeli strike with a U.S. JDAM in al-Mawasi killed at least 90 Palestinians—at least half of whom were women and children—and injured at least 300.

Regarding the 120mm tank rounds, these incidents include but are not limited to:

On October 13, 2023, Israeli forces attacked several journalists with 120mm tank ammunition in southern Lebanon, killing Reuters' Issam Abdallah.

On January 29, 2024, Israeli forces used U.S. 120mm tank ammunition in Gaza City in an attack that killed six-year-old Hind Rajab and two paramedics.

On February 20, 2024, Israeli tanks fired upon a Medecins Sans Frontieres guesthouse in Khan Younis, killing two people and injuring six others

On May 28, the Israeli military used 120mm tank rounds in al-Mawasi in an attack that killed 23 people, including 12 children.

Mr. SANDERS. Madam President, the administration's report pursuant to National Security Memorandum 20 concluded that ''it is reasonable to assess that defense articles . . . have been used by Israeli security forces since October 7 in instances inconsistent with its . . . [international humanitarian law] obligations or with established best practices for mitigating civilian harm.'' That is the administration.

The report stated that ''high levels of civilian casualties, raise substantial questions as to whether the IDF is using [effective civilian harm mitigation] effectively in all cases.'' That is the administration.

It is not just the civilian casualties and the violations of international human rights. Other provisions of U.S. law are also applicable. Section 6201 of the Foreign Assistance Act also states that ''No assistance shall be furnished . . . to any country when it is made known to the President that the government of such country prohibits or otherwise restricts, directly or indirectly, the transport or delivery of United States humanitarian assistance.''

The whole world has witnessed Israel's restriction of humanitarian aid. The U.N. and virtually every humanitarian group says that Israel's restrictive policies are the primary cause of the humanitarian catastrophe now taking place in Gaza. The administration says as much, admitting that ''Israel did not fully cooperate with United States government efforts and the United States government-supported international efforts to maximize humanitarian assistance flow to and distribution within Gaza.'' In fact, frankly, that severely understates the reality.

No matter how people here in Washington may try to spin it, the simple fact is that we must end our complicity in Israel's illegal and indiscriminate military campaign, which has caused mass civilian death and suffering.

The law also says that arms sales must advance U.S. foreign policy interests. If we are going to sell arms, they must advance U.S. foreign policy interests.

These transfers, again, fall far short. These sales would reward Netanyahu's extremist government even as it flouts—openly flouts—U.S. policy goals at every turn and, in fact, drags the United States closer to a regional war.

For months, the Biden administration has been trying to reach a cease-fire deal that would secure the release of the hostages and allow massive amounts of humanitarian aid to flow into Gaza. Every time a deal appears close, Netanyahu moves the goalposts, introducing new demands and torpedoing the deal. It is clear to me that Netanyahu is prolonging the war in order to cling to power and avoid prosecution at home for corruption. That is why hundreds of thousands of Israelis routinely take to the streets to protest his policies.

But it is not just his sabotage of a cease-fire for hostage deal. Netanyahu has also overseen record settlement expansion in the West Bank and unleashed a wave of violence there that has killed nearly 700 Palestinians, including 150 children killed over the last 11 months. Because so much focus is on Gaza, we are not paying attention to the disaster taking place in the West Bank.

Americans have also been caught up in this bloodshed. On September 6, Israeli security forces shot a 26-year-old American recent college graduate in the head near an illegal settlement in the West Bank. In January, they shot and killed a 17-year-old American high school senior from Louisiana. In February, they shot and killed another 17-year old American from Florida. And in October of last year, they nearly killed a constituent of mine from Vermont, Dylan Collins, a journalist for Agence France-Press, with two tank rounds. Six journalists were wounded in that attack, which killed a Reuters journalist. The group was clearly marked as ''press.'' These are the same tank rounds the administration would provide to Israel in this sale.

Needless to say, there has been no—zero—accountability for these deaths.

And, of course, there has been no accountability for the repeated Israeli settler attacks, enabled by security forces, on Palestinian towns and villages; no meaningful response to the burning of Palestinian homes and businesses—nothing but silence in the face of a concerted rightwing Israeli effort to illegally annex the West Bank.

Yet those are the Netanyahu extremist government policies that these sales would reward. I say that to my colleagues. All of this is going on; and should our response to Mr. Netanyahu say: Keep it up, here are more arms; here are more money?

A government that has caused mass civilian deaths, flouted U.S. and international law, and that is actively undermining key U.S. policy goals in the region should not be receiving more financial aid from America and should not be receiving military weaponry from the United States.

Passing a joint resolution to block these sales will make clear to the Netanyahu government that they cannot continue to ignore the U.S. Government's demands for an immediate cease-fire and the release of the hostages. It will put pressure on its extremist government to change Israel's military approach and avert a regional war. And it may—just may—begin to restore a shred of U.S. credibility abroad.

Passing a joint resolution of disapproval is not only the right thing to do, it is not only the legal and appropriate thing to do, it is also what the American people want us to do. According to a June 5 poll from CBS News, 61 percent of Americans oppose sending weapons and supplies to Israel, including 77 percent of Democrats, 62 percent of Independents, and many Republicans as well. And that poll is consistent with earlier polls.

This is not a new or radical idea. The United States routinely conditions military aid, arms sales, and security cooperation with every other country. This ain't new. We have done it over and over again. And we have done it many times before with Israel. It is not a new idea. It is only in recent years that the idea of leveraging aid to Israel to secure policy changes has become controversial.

President Ronald Reagan, I say to my Republican colleagues, suspended the delivery of F–16 fighter jets to Israel over its raid on the Osirak reactor in Iraq; threatened to suspend military aid to end Israel's bombardment of Beirut; and again threatened to stop military aid to force an Israeli withdrawal from Lebanon in 1982. That was President Ronald Reagan. President Jimmy Carter similarly leveraged aid to change Israeli policies in Lebanon. In 1991, then-Secretary of State James Baker threatened to withhold $10 billion in loan guarantees unless Israel stopped settlement expansion.

In other words, using arms sales and military aid as leverage is not a new idea. It has been done under Republican Presidents and Democratic Presidents.

There is also recent precedent of Congress's acting to stop the indiscriminate bombing of civilians. In 2019, Congress passed a series of JRDs to block arms sales to Saudi Arabia over its bombing campaign in Yemen. At that point, the Saudi coalition was directly responsible for, roughly, 8,000 civilian deaths over 4 years, mostly from airstrikes. Israel has killed 41,000 in less than a year.

Blocking these sales would also be in keeping with actions taken by the international community and some of our closest allies. So what I am suggesting here is not unique in the world. It has taken place all over the world, including with some of our closest allies. There has been widespread condemnation of Israel's conduct during this war from governments around the world, international institutions, and humanitarian organizations.

The United Kingdom recently suspended 30 export licenses for a range of armaments after concluding there was an unacceptable risk they could be used in violation of international humanitarian law. Germany has not approved an offensive weapons transfer since March. Italy, Spain, Canada, Belgium, and the Netherlands have taken similar steps. United Nations bodies have called for an end to the arms shipments fueling the conflict.

We cannot continue to ignore what the extremist Netanyahu government is doing in Gaza. We cannot continue to be complicit in this humanitarian disaster. The time is long overdue for the U.S. Senate to act, and we must act. I hope my colleagues will support this effort on the floor, and my office is ready to answer any questions that Senators may have.

I yield the floor.

The PRESIDING OFFICER. The Senator from Louisiana.

TRIBUTE TO HENSON WEBRE

Mr. KENNEDY. Madam President, with me today is one of my colleagues from my office, Mr. Henson Webre, whom I thank for giving so much to our State and our country.

HURRICANE FRANCINE

Madam President, the first topic that I want to touch briefly on today provokes both sorrow and pride.

I am sorry to report that, last week, my people in Louisiana were hit by yet another hurricane, Hurricane Francine. It was a category 2. It was right on the line between a category 1 and a category 2. We had winds of 100 miles an hour. We had 9 to 10 inches of rain. We had a vicious storm surge.

My people did what they always do: They got ready for it. They reacted to the storm with grace and with pressure. My people filled sandbags, and we checked on our neighbors, and we listened to our local officials. We said prayers for our first responders. My people are as tough as a pine knot. They are also compassionate. And we made it through.

Some have said: Well, compared to past hurricanes, Francine was not as bad as some in the past.

And that is true. It could always be worse. But that is cold comfort—cold comfort—for the thousands of Louisianians who sustained damage from that storm surge and those ferocious winds and that rain. And I want to assure my people that, as we have in the past, we will persevere, and we will make it through.

I have never, in my years in the Senate, voted against providing relief for any of our sister States and my fellow Senators who have asked for it and who have been the victims of a natural disaster, and I never will. That is the first role of government. It is to protect people and property. And I will never vote against aid for one of our sister States that, through no fault of its own, is struck by nature.

I say that because I will be asking the American people to help Louisiana one more time. We won't ask for a penny more than we need. The help that I will seek will be in the form of personal assistance in housing, for example; infrastructure assistance; and mitigation grants.

I want to thank President Biden and Governor Landry, with whom I toured by helicopter the damage last week. Governor Landry asked for a disaster declaration from the President, and President Biden was quick to agree. I want to thank him for that. I want to thank our FEMA Administrator, Ms. Deanne Criswell. She came to Louisiana immediately after the storm passed through, and I want to thank our Administrator for being on the ground and her personal touch.

One of the things I talked to the Administrator about is, as you know, FEMA has implemented a new flood insurance premium program called Risk Rating 2.0, which is breaking the backs of every insured in the Flood Insurance Program. Premiums have gone through the roof. I can assure you that the damages would have been much worse with respect to Francine had it not been for the investment that the American taxpayer and the taxpayers of Louisiana have made in new flood protection systems and new levees. And with that money that we have spent—including but not limited to the money by Louisiana citizens, who taxed themselves to build these levees—our people should be given credit on their flood insurance premiums for that investment they have made.

All you have to do is take Terrebonne Parish as an example. In Louisiana, we call our counties ''parishes.'' Terrebonne Parish, at the southern part of my State, has spent over $1 billion of their money—and we are not a wealthy State. My people in Terrebonne taxed themselves to help build a levee system called the Morganza to the Gulf levee system, which will mitigate the damages from this last storm.

Had it not been for the levee that my people taxed themselves to build—and,

look, I don't want to be unfair. The Corps of Engineers and the American taxpayer helped us, too, but we did our fair share. Had it not been for those levees that my people contributed to, the damages would have been billions and billions and billions of dollars just from the storm surge in South Louisiana, for a category 2 storm that moved through quickly. And that investment by taxpayers should be reflected in the flood insurance premiums, and they should go down.

INFLATION

Madam President, topic No. 2: This is not a news flash. Americans are struggling to pay their bills. The reason, of course, is inflation. The inflation that the American people—and let me strike that. I don't want to call it inflation. Let me call it what it is—those high prices. Those high prices were made in Washington, and they are a cancer on the American dream. As a result of the high prices, people are struggling to pay their bills.

I was looking at a report this week—and I know the Presiding Officer feels this in her State. People are having to borrow money to pay their bills, and they are having to borrow money on their credit cards. I don't need to tell the Presiding Officer that the interest on credit cards has gone up dramatically as a result of inflation. The interest on the credit card is not like going to your bank where credit is tight. Because of inflation, the interest rates on those credit cards has gone through the roof. The credit card interest rate in March was 21.51 percent. Back in 2019, it was 15 percent. Delinquent payments on credit cards are also through the roof—9.1 percent—the highest in a decade. Credit card balances are higher too.

Auto loans: The average interest rate on a 60-month new car loan was 8.2 percent last May. That is up from 5.3 percent in 2019. And delinquency rates on auto loans are the highest they have been in 10 years.

If you look at consumer debt, last year, it hit $17 trillion—not billion, not billion—$17 trillion. It hit that number last year for the first time. Inflation-adjusted debt is at its highest level since 2009.

Now, I know some folks who are thinking, yes, but inflation has come down. Yes, it has, and I want to thank the Federal Reserve for that because they had to do it alone. They sure didn't get help from Congress.

But what does that mean? When inflation comes down, that is called disinflation. What does that mean? When inflation comes down, that just means prices are not rising as quickly as they were. That is all a reduction in inflation means. Prices are still going up, but they are not going up as quickly as they were. That is called disinflation. But prices are not going down. If prices were to go down, that would be called deflation. That would be called deflation.

As Federal Reserve Chair Powell and Treasury Secretary Yellen have both testified in front of the Banking Committee—and I hate to say this—unless we do something, these high prices are permanent. They are permanent.

Now, there are only two ways to reduce these prices. One is to go into a recession. China is in a recession. Prices in China are going down. It is too big of a price to pay. I don't want us to go into a recession. People would lose their jobs in order to get prices down.

The only other alternative is to grow out of the inflation—to lift people up; to increase wages at the low end of the wage scale, at the middle, and at the upper end of the wage scale—to help everybody. Five thousand years of human history has taught us that you cannot increase wealth, you cannot increase individuals' incomes—it can't be done—without increasing output.

So we in the Senate are going to have to put our heads together and figure out how to grow this economy, not at 1½ percent, not at 2 percent, which has become the norm. We break 2 percent GDP growth now, and we want to have a toga party. We shouldn't settle for 2 percent. We need 3 percent growth to lift everybody up.

TRIBUTE TO KATHERINE FOSTER

Madam President, the final point: We are losing—not America; we in the Senate are losing—one of our best and brightest. She is sitting right down here. Her name is Katherine Foster.

Katherine grew up in Missouri. She went to the University of Mississippi 2008 to 2012. You will notice Katherine finished in 4 years. She didn't hang around for 6 or 7 years and string it out. She got busy. She graduated.

She started as a Senate page. She has worked as a staffer for a number of Missouri Members of Congress, including Senator Kit Bond. Her first full-time job was with Senator Roy Blunt. Then, in 2015, Katherine moved to the cloakroom.

A lot of members of the public can't see the work that our cloakroom staff does, on both sides. Democrats and Republicans have a cloakroom staff. They make this place run. They keep us on time. They help us interpret the rules.

How can I put this, the Senate rules are written like somebody who has lived in outer space most of their lives. OK? They make no sense. We should fix them, but that is a topic for another day. The point is, the rules are the rules, and we depend on our cloakroom staff to interpret them for us. We depend on people like Katherine Foster.

Katherine is smart. She is a good mama. She is a good spouse. She is steady. She never panics. She is very pleasant. She puts up with a lot. She is headed into the private sector, and we wish her well. I hope she makes bucketloads, truckloads, full of money. And I hope she has better hours than she has in the U.S. Senate.

This is her last week, folks. And when I count my blessings, I count the members of our cloakroom staff, on both sides—Democrat and Republican—and I especially count Katherine Foster twice.

So thank you, Katherine, for your extraordinary work and for giving so much to the U.S. Senate and for giving so much to your country.

With that, I yield the floor.

The PRESIDING OFFICER. The Senator from Louisiana.

NATIONAL FLOOD INSURANCE PROGRAM

Mr. CASSIDY. Madam President, I have come here periodically to speak about issues with the National Flood Insurance Program. I will today, but first I am going to talk about resiliency, environmental resiliency in particular. I am going to talk about acts of heroism; I am going to talk about North Carolina and South Carolina; and then I am going to end up with the National Flood Insurance Program.

Let's talk about resiliency. Hurricane Francine just hit my State, and where the Federal Government, State and local governments have invested and completed that investment in building resiliency, we did well. Our country did well.

From the Infrastructure Investment and Jobs Act by itself, $367 million has come to build flood control structures, and where those structures have been completed, they did not flood.

It reminded me of a couple of years ago when Hurricane Ida made a direct hit on New Orleans. I was with a mayor and a local elected official. We looked at each other, and one of them said: The ground is dry. Contrasting with Katrina when the levees failed and the whole city flooded, the mayor was making the point the ground is dry.

We can build resiliency. That is important for my State. It is important for your State, Madam President. It is important for our country. Wherever there is a threat of environmental disaster, with wise planning and public investment, we can build resiliency. That is the good news, and we saw that from Hurricane Francine.

But every now and then, there is still a need for heroism. So I would like to give just some recognition to some folks in my State who did some really positive things.

Folks from Louisiana have seen the story, heard the story of a guy named Miles Crawford, a nurse in New Orleans. In the middle of the storm, he gets a text from his brother. Someone had driven into the water and was sinking beneath the bridge. So the truck goes in, and then the truck begins to sink. Miles goes out there. It is on the TV. Somebody videoed it. He walks out there. I don't know how he broke the window, but he breaks the window, and the front is going down, but the person trapped inside comes out the back.

I say that because whenever we invest, there is always going to be something that slips through. And I want to give a shout-out to a fellow American who, in an act of heroism—by the way, there were firefighters down in what we call the bayou section. There were the utility linemen who went out after

the storm and quickly put the electricity back up.

But the point is that as much as we invest, still, we can look to individual Americans doing incredibly positive things for the sake of their fellow Americans. And I just want to give a shout-out to that. That will kind of lead into what I speak of in the National Flood Insurance Program.

By the way, it is not just Miles in Lafourche Parish. The sheriff's department saved a total of 26 people from rising waters. They got calls. They went out. They rescued. Heroism almost becomes routine.

Now, I am speaking of my State. It is easy to say: Oh, Louisiana floods. But let me talk about who else floods. The Carolinas have just had a rain event.

By the way, I mentioned Lafourche Parish, but this is Morgan City. So it was through our region that you see we had rain, but they were able to address it.

Now, this is Cherry Grove, SC. So rain events occur throughout our Nation.

I remember doing a reform for the National Flood Insurance Program when I was in the House of Representatives, and the Representative from New Mexico suddenly got on my bill. I said: Hey, man, what is happening?

He goes: We just had a rain event in our mountain and we had a gully washer and it flooded people in the gully.

There was a similar incident from Colorado. So this can be not just on a coastal plain, but it can also be in a riverine system, where there is a sudden gush of water, for whatever reason, and those who are in the valley of the river or the gully also flood.

Now, this is South Carolina. And I am using this to make the point that, one, you can build resiliency. As much as you build it, we still need people helping people.

And, by the way, this is not limited to Louisiana; it is across our Nation. And this picture just gives us the opportunity to make the point that this recent rain event—September 15, 2024, in the Carolinas—is something which is across our Nation, which brings me to the National Flood Insurance Program.

You know, we speak of building resiliency, but, still, we see either the resiliency has not been built or, for whatever other circumstance, there is still flooding. We see that we have these acts of heroism in which individuals help individuals. And, man, that is what makes America great.

We see that this is not just in Louisiana, but it is across our country. That is how we get to how fellow Americans help fellow Americans, not just by our brave firefighter, sheriff, or a nurse doing something at the moment but by wise public policy.

The wise public policy, as we have mentioned, is building resiliency, but it is also doing things like strengthening the National Flood Insurance Program to make it affordable, to make it accountable, and to make it sustainable. That should be our goal.

The National Flood Insurance Program was created for a moment like this. The water is beginning to recede, but you can see water is in here now. Those folks are going to have to pick up the pieces. It was an event that was unexpected. They are flooding, and now they need help from their fellow Americans. They purchased insurance. They have done their part. But we need wise public policy to make sure that that flood insurance is affordable when the high water comes.

The National Flood Insurance Program covers about 4.7 million Americans across our country. It enables people to rebuild when a flood destroys their home or just kind of washes out their belongings.

There are two challenges that we have in Congress regarding this program. We have to reauthorize it so it doesn't expire on September 30. My colleague Senator JOHN KENNEDY is sponsoring that straight-up reauthorization. That straight-up reauthorization is important for at least maintaining that minimum of coverage. But we also have to make it affordable again. Right now, it is unaffordable. It is unaffordable when it doesn't have to be unaffordable.

At the heart of the problem is something called Risk Rating 2.0. And Risk Rating 2.0 is a way in which FEMA is adjusting premiums, not to make sure that they are still affordable but to, basically, pay back a $20 billion debt that was accumulated after Hurricane Katrina and there were so many claims upon the system.

People in Louisiana consider that a little bit unjust. It was decided by a Federal judge that those levees failed in New Orleans because of a faulty design by the Army Corps of Engineers. But they failed. There are lots of claims, and now premiums are rising in an attempt to pay back that debt.

Now, as those premiums have increased, they have become too expensive for some who dropped their coverage because the premium is too expensive. But when the people who are least likely to flood drop their coverage, the risk is concentrated on fewer, which means the premium rises even more, premiums go even higher, and a few more drop off.

If we don't work to make this program affordable, it will enter what is called an actuarial death spiral where fewer and fewer are insured, the risk is concentrated on the remaining—which they cannot afford—and the program falls apart. And this street is out of luck in Cherry Grove, SC, or perhaps in Lafourche Parish, LA, or perhaps even in a place in Nevada, where the Presiding Officer is from.

Forty-four States have had over $50 million in NFIP claims. Multiple States have had over $1 billion in NFIP claims since 1978. This is not just a local issue; this is a national issue.

And so my message to colleagues who represent—here you see it. Greater than $1 billion is the dark. Greater than $50 million is the in-between color between the light—notably, again, the Presiding Officer is from Nevada, which you think of as being a relatively arid State, but they have had over $50 million worth of claims in their State. But these have had over $1 billion.

So I am just asking colleagues to recognize that just as a firefighter, as a nurse, as a sheriff helps a neighbor in the middle of a trying time, the National Flood Insurance Program is a way that Americans help fellow Americans after a trying time. And wherever you see a color here, there are fellow Americans who have been helped by this program.

We are 12 days away from the September 30 expiration date. I would ask that we reauthorize and reform the National Flood Insurance Program before the opportunity has passed. Reauthorizing gives us time we need to find the right solution. We can reauthorize before the end of the year and find the right solution. It may be this Congress, it may be next Congress, but it is something that we must do. It must be bipartisan. It must reflect the interests of States across the Nation. But it is something that is the epitome of Americans helping fellow Americans.

I look forward to fellow Members and their staff speaking to my staff and I about this. Let's solve this problem.

I yield the floor.

The PRESIDING OFFICER (Mr. OSSOFF). The Senator from Alaska.

(The remarks of Ms. MURKOWSKI pertaining to the introduction of S. 5081 are printed in today's RECORD under ''Statements on Introduced Bills and Joint Resolutions.'')

TRIBUTE TO TRIMBLE GILBERT

Ms. MURKOWSKI. I would like to acknowledge for the record an individual who is being recognized as we speak over at the Library of Congress. This is Rev. Dr. Trimble Gilbert. He is 1 of 10 honorees who have been named National Heritage Fellows by the National Endowment for the Arts.

This is an extraordinarily high honor. It is one of the Nation's highest honors in the folk and traditional arts, recognizing artistic excellence, supporting contributions to traditional arts heritage.

I had an opportunity in January to travel to Anaktuvuk Pass, where Dr. Gilbert calls home, and to be able to surprise him with the news that he was getting this recognition and would receive this honor. At that time, we didn't have a date. He has now flown from Alaska to be here as part of, again, an extraordinary tribute.

This is a Native leader, an elder who is a master Gwich'in fiddler and a highly esteemed culture bearer. What he brings to the conversation in the arts is deeply cultural, deeply spiritual, and with an intellectual knowledge that is so extensive, you are just humbled to be in the man's presence.

As was stated in a local newspaper today, ''His life is a walking testament

to the cultural values, practices, traditions, and knowledge of the Gwich'in people.''

So I am proud to be able to acknowledge the fine work of Rev. Dr. Trimble Gilbert of Arctic Village—I said Anaktuvuk; it is Arctic Village—and also to be able to offer him my personal congratulations this evening.

I yield the floor.

The PRESIDING OFFICER. The Senator from New Hampshire.

LEGISLATIVE SESSION

MORNING BUSINESS

Ms. HASSAN. Mr. President, I ask unanimous consent that the Senate proceed to legislative session and be in a period of morning business, with Senators permitted to speak therein for up to 10 minutes each.

REMEMBERING JoANNE L. CICCHELLI

Mr. DURBIN. Mr. President, there are some people in the world who can be captured by a single word. For JoAnne L. Cicchelli, who passed away in August, that word is joy. JoAnne lived her life in search of finding joy for herself and creating it for others.

JoAnne was born in Monroe, MI, and her childhood was filled with love, laughter, and learning. She attended Monroe High School and went on to attend Michigan State University in East Lansing, MI—an affiliation she was proud to display to the world, as evidenced by the Spartan green helmet bumper sticker that adorned her car. At Michigan State, JoAnne discovered the joy of education. She attended college during the 1960s, a time when young people all across the Nation were becoming increasingly politically active. JoAnne's college years, like those of many college students, were a time of discovery and exploration, engaging new ideas, people, and points of view. She developed an earnest desire to know more about the world around her, a desire she would carry with her for the rest of her life.

Life would lead JoAnne to Illinois—which eventually became home—and where she discovered the joy of teaching. In her early career, she served as an educator, teaching fifth grade and then high school history. She would come back to the field of education years later, when she would join Prime-Time School Television, a nonprofit organization that connected teachers, families, and public television. I can only imagine how passionate, dedicated, and enthusiastic a teacher she must have been. Her students were lucky to learn from her. Understanding the importance of local education policy, she was also deeply involved in the community of Frances W. Parker School, a school in Lincoln Park, IL, where her daughters, granddaughters, and nephews all attended.

She also served on the board of Christopher House, a social service agency supporting families from birth through high school. After JoAnne played a pivotal role in helping them launch their middle school, they named it in her honor. In October 2018, I was fortunate enough to attend the groundbreaking of JoAnne L. Cicchelli Middle School, which now stands as a fitting tribute to JoAnne's dedication to education, learning, and children.

Anyone who knew JoAnne also knew she was deeply passionate about politics. She first entered the political realm following the 1968 Democratic National Convention in Chicago. She started as a precinct worker during mayoral campaigns, became a strategist, and ultimately served as the office manager for 43rd Ward Alderman Edwin Eisendrath. She loved Chicago and all who call the city home.

As an intellectual force, JoAnne could keep up with the best of them, but not everyone could keep up with her. JoAnne met her match in the early 1980s when she met former Chicago alderman, my friend William ''Bill'' Singer. They bonded over shared interests: politics, art, travel, and food, and in 1995, JoAnne and Bill were married in Florence, Italy. Their support and love for one another formed the foundation of their love for others.

But more than anything, JoAnne had a gift of connecting with people, making everyone she came across feel heard and valued. Whenever she would enter a store or sit down at a restaurant, she would immediately ask the saleswoman or server for their thoughts on the latest news, what was going on in Chicago, or politics. But these were not empty questions to fill moments of silence. She cared to hear what they had to say because she believed that every person had a role to play in making the world a better place. She longed to connect and find the joy in others.

JoAnne had a profound appreciation for beauty. In between discussions of how to expand access to education to more children or confront the issues of the day, she found herself most at home tending to her garden, deriving joy from the beauty of the natural world.

Loretta and I were lucky to have called JoAnne our treasured friend. To her husband Bill; her two daughters Elizabeth and Katherine; her three grandchildren Grace, Eleanor, and Beatrice; and to all of her family and friends who are also mourning this tremendous loss, we extend our sincerest sympathies. JoAnne was a light that brightened the lives of all of those in her orbit, and the world feels a little less luminous without her. We will miss her dearly.

TULE RIVER TRIBE RESERVED WATER RIGHTS SETTLEMENT ACT OF 2023

Mr. GRASSLEY. Mr. President, today, as ranking member of the Budget Committee, I placed a hold on S. 306, the Tule River Tribe Reserved Water Rights Settlement Act of 2023.

Although I don't find fault with the substance of the bill, the legislation is not paid for and would violate multiple budget enforcement rules. According to the Congressional Budget Office, the bill would increase the deficit by $804 million.

REMEMBERING JUAN LOPEZ

Mr. WELCH. Mr. President, over the past 6 years, my office, and the office of my predecessor Senator Leahy, have received reports of recurring threats, attacks, arbitrary arrests, and assassinations of members of the Guapinol, Tocoa, and other communities in the Bajo Aguan region of Honduras. Those crimes were intended to intimidate and silence those who opposed an open-pit iron oxide mine and the Ecotek Thermoelectric Project which threaten their livelihoods and the region's environment and who challenged the companies and corrupt officials who profit from those projects.

Then on Saturday, September 14, I learned of the murder of Honduran environmental activist Juan Lopez, the latest victim of this epidemic of vigilante violence. Mr. Lopez, a winner of the Letelier-Moffitt Human Rights Award in 2019, had been a victim of wrongful imprisonment, false prosecution, and had spoken out against corrupt officials in Tocoa.

This outrageous crime struck a nerve for me because Mr. Lopez's murder was the latest in a pattern of similar killings. There have been six other assassinations of members of the Guapinol water defenders. No one has been prosecuted or punished for those crimes or for the murders of scores of other environmental and human rights defenders in Honduras.

Juan Lopez, like Berta Caceres—whose murder in 2016 was linked to officers of the company responsible for the hydroelectric project she and others in her indigenous community opposed—was a person of integrity. Both were courageous defenders of the environment and their communities, threatened by powerful interests supported by the corrupt Honduran Government of former Honduran President Juan Orlando Hernandez who, throughout that period and until his arrest and conviction for drug trafficking, was supported by the United States.

Mr. Lopez was killed after the Inter-American Commission on Human Rights (IACHR) issued precautionary measures in October 2023. The issuance of an IACHR protective measure is a mechanism to insist that the Honduran Government protect individuals who are at severe and urgent risk of irreparable harm to their rights to life and safety. But the Honduran Government failed to implement effective protective measures on behalf of these communities or their advocates like Mr. Lopez.

Such measures, if not enforced, are no better than the paper they are printed on. And that is the reality in Honduras, where people like Juan Lopez have had no one and nothing to protect them.

Instead, it is the victims, the activists, who are arbitrarily arrested and imprisoned, accused of crimes which in reality amount to nothing more than peacefully defending their land and their right to a healthy environment. Some have languished in pre-trial detention for years, for simply protesting a mine that has polluted the water source of thousands of people.

Honduras is currently a member of the United Nations Human Rights Council. Members of the council have a responsibility to uphold human rights standards. That has been a criterion of membership since the council was established in 2006. Yet the human rights of people like Juan Lopez and the other Guapinol water defenders are routinely violated with impunity.

My thoughts and condolences are with Mr. Lopez's family and with the other families in the Bajo Aguan communities. In response to this pattern of violence and the assassination of Mr. Lopez last Saturday, I believe that, at a minimum, three things need to be done, beginning immediately, and I urge the U.S. Ambassador to Honduras to insist on them as well: an international commission of experts to support the Honduran prosecutor's investigation of the murder of Juan Lopez, to ensure the investigation is credible, thorough, and impartial; protection for human rights defenders at risk in the Bajo Aguan region; and investigations of the abuses and corruption denounced by Juan Lopez and the pattern of violence against the Guapinol defenders.

The threats, false arrests, wrongful imprisonment, murder, and impunity in the Bajo Aguan have been tolerated—and in effect tacitly and even actively encouraged—by Honduran officials for far too long. It has also received far too little attention from the United States and other governments that have put the interests of foreign investors above those of the impoverished people who live in that troubled region. I hope that Juan Lopez's death will not only be answered by holding accountable those responsible, but that it will also mark the beginning of real change in the Bajo Aguan. The people of those communities should not have to live in fear that powerful companies and corrupt officials will steal their land, pollute their rivers, and murder them for peacefully defending the natural resources that are rightfully theirs.

TRIBUTE TO GILLIE HOPKINS

Mr. WELCH. Mr. President, today I celebrate Rachel Gilbert Hopkins, a dedicated Vermonter who has worked to improve our State's adoption system and connect children to a loving family.

Vermont's team within the Department for Children and Families, Family Services Division (FSD) is critically important and does life-changing work every day for children in need. Rachel Gilbert Hopkins, or ''Gillie'' as she is known by all, has made an incredible impact. As codirector of Project Family, a partnership between Lund and DCF, Gillie has overseen the completion of more than 2,260 adoptions, advancing child welfare and permanency in our State and changing the lives of children and families.

For this reason alone, she is an excellent nominee for the Congressional Coalition on Adoption Institute's Angels in Adoption honor. But it is also Gillie's far-reaching impact beyond adoption and permanency that has inspired this honor, and at the recommendation of her friends and peers who have witnessed her dedication, I submit her name and this honor to the RECORD today.

As her peers say, Gillie has an ''unwavering commitment to prioritizing the best interests of every child.'' She conducts trainings to empower her colleagues with the tools to advocate for children. She also works with the regional offices and the judiciary to address the barriers to permanency, using research to establish procedures that cultivate efficiency and smoother processes. Gillie has created inclusive spaces, groups, and supportive environments for people to live authentically and has worked on actions that enhance adoption competence among FSD staff.

Gillie Hopkins is champion for children, families, and Vermont communities and is well-deserving of the Angels in Adoption honor because of her extraordinary work and dedicated commitment to our State.

ADDITIONAL STATEMENTS

TRIBUTE TO HOPE PORTER AND MARIE RIDDER

• Mr. KAINE. Mr. President, I rise to recognize two champions of Virginia's outdoors, Hope Porter and Marie Ridder, as they both celebrate 100th birthdays in the coming months. I offer these comments with the support of my colleague Senator MARK WARNER.

Hope Porter's activism and advocacy for open space dates back to the 1940s living in Fauquier County, VA. Hope had the foresight to see that the postwar boom in growth and automobile travel would require new safeguards to ensure that growth was sustainable and would not erase what makes Virginia's historic Piedmont region a special place. Through leading a series of campaigns over many years, she helped pioneer land preservation tools that are known across America today, from zoning to comprehensive land-use planning to private conservation easements. Another legacy is an open space advocacy group, the Piedmont Environmental Council, which she helped found and which for over 40 years has scrutinized proposed commercial ventures and asked tough questions while protecting hundreds of thousands of acres of Piedmont lands under conservation easement. Hope's love for Virginia's outdoors extends to her own land. She has protected 47 acres of Wildcat Mountain, a 200-acre farm near Marshall, and the farmland where she currently lives. Hope continues to follow Fauquier County government and shares her wisdom with a variety of current and aspiring leaders.

Marie Ridder has been a one-woman force of nature on behalf of the outdoors in Virginia and beyond. She chaired the Virginia State Parks Commission and Virginia Council on Environment and served as vice chair of the Landmarks Commission of the U.S. Department of the Interior. She was instrumental in the growth of organizations like the Virginia Outdoors Foundation, Piedmont Environmental Council, Chesapeake Bay Foundation, the Nature Conservancy, Trust for Public Lands, and the American Farmland Trust. Her individual investments and land donations have literally shaped the landscape of Virginia, protecting countless farms and viewsheds and historic properties through conservation easements. She has influenced Presidents, Governors, and international leaders. She has given of her own time and resources and spearheaded efforts to mobilize other resources to protect open space. Any person walking or bird flying through the Virginia Piedmont has Marie to thank for the natural landscape they encounter.

I will join Hope and Marie, together with their families and friends, as the Piedmont Environmental Council celebrates their leadership this Saturday, September 21. We will also celebrate that Hope and Marie have been friends for 70 years.

As Senators and Governors, MARK WARNER and I have supported preserving Virginia's open space for future generations to enjoy. Whenever we close the deal on a particularly beautiful parcel, we get to make a speech, cut a ribbon, bask in the applause. But those moments don't happen without years of effort and persistence from people like Hope and Marie—and the organizations they have founded and the dollars and hours they have put in over many decades. I wish Hope Porter and Marie Ridder a very happy birthday and celebrate their life achievements that will be felt in Virginia for 100 more years and beyond.•

MESSAGES FROM THE PRESIDENT

Messages from the President of the United States were communicated to the Senate by Mrs. Stringer, one of his secretaries.

EXECUTIVE MESSAGES REFERRED

In executive session the Presiding Officer laid before the Senate messages

from the President of the United States submitting sundry nominations which were referred to the appropriate committees.

(The messages received today are printed at the end of the Senate proceedings.)

PRESIDENTIAL MESSAGE

REPORT OF THE CONTINUATION OF THE NATIONAL EMERGENCY THAT WAS ORIGINALLY DECLARED IN EXECUTIVE ORDER 13224 OF SEPTEMBER 23, 2001, WITH RESPECT TO WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM—PM 62

The PRESIDING OFFICER laid before the Senate the following message from the President of the United States, together with an accompanying report; which was referred to the Committee on Banking, Housing, and Urban Affairs:

To the Congress of the United States:

Section 202(d) of the National Emergencies Act (50 U.S.C. 1622(d)) provides for the automatic termination of a national emergency unless, within 90 days prior to the anniversary date of its declaration, the President publishes in the *Federal Register* and transmits to Congress a notice stating that the emergency is to continue in effect beyond the anniversary date. In accordance with this provision, I have sent to the *Federal Register* for publication the enclosed notice stating that the national emergency with respect to persons who commit, threaten to commit, or support terrorism declared in Executive Order 13224 of September 23, 2001, as amended, is to continue in effect beyond September 23, 2024.

The crisis constituted by the grave acts of terrorism and threats of terrorism committed by foreign terrorists, including the terrorist attacks on September 11, 2001, in New York and Pennsylvania and against the Pentagon, and the continuing and immediate threat of further attacks on United States nationals or the United States that led to the declaration of a national emergency on September 23, 2001, has not been resolved. This crisis continues to pose an unusual and extraordinary threat to the national security, foreign policy, and economy of the United States. Therefore, I have determined that it is necessary to continue the national emergency declared in Executive Order 13224, as amended, with respect to persons who commit, threaten to commit, or support terrorism.

JOSEPH R. BIDEN, Jr.

THE WHITE HOUSE, *September 18, 2024.*

MESSAGES FROM THE HOUSE

At 10:02 a.m., a message from the House of Representatives, delivered by Mrs. Cole, one of its reading clerks, announced that the House has passed the following bill, in which it requests the concurrence of the Senate:

H.R. 7208. An act to reauthorize the Traumatic Brain Injury program.

At 2:25 p.m., a message from the House of Representatives, delivered by Mrs. Cole, one of its reading clerks, announced that the House has passed the following bills, without amendment:

S. 265. An act to reauthorize the rural emergency medical service training and equipment assistance program, and for other purposes.

S. 1648. An act to facilitate access to the electromagnetic spectrum for commercial space launches and commercial space reentries, and for other purposes.

S. 2825. An act to award a Congressional Gold Medal to the United States Army Dustoff crews of the Vietnam War, collectively, in recognition of their extraordinary heroism and life-saving actions in Vietnam.

S. 2861. An act to award a Congressional Gold Medal to Billie Jean King, an American icon, in recognition of a remarkable life devoted to championing equal rights for all, in sports and in society.

S. 4351. An act to amend the Public Health Service Act to reauthorize certain poison control programs.

The message further announced that the House has passed the following bills, in which it requests the concurrence of the Senate:

H.R. 1432. An act to amend the Internal Revenue Code of 1986 to provide for the deductibility of charitable contributions to certain organization for members of the Armed Forces.

H.R. 2911. An act to amend title 38, United States Code, to require the Secretary of Veterans Affairs to periodically review the automatic maximum coverage under the Servicemembers' Group Life Insurance program and the Veterans' Group Life Insurance program, and for other purposes.

H.R. 3784. An act to amend title VII of the Social Security Act to provide for a single point of contact at the Social Security Administration for individuals who are victims of identity theft.

H.R. 3800. An act to codify Internal Revenue Service guidance relating to treatment of certain services and items for chronic conditions as meeting the preventive care deductible safe harbor for purposes of high deductible health plans in connection with health savings accounts.

H.R. 4190. An act to amend title 38, United States Code, to direct the Secretary of Veterans Affairs to repay the estates of deceased beneficiaries for certain benefits paid by the Secretary and misused by fiduciaries of such beneficiaries.

H.R. 4424. An act to direct the Secretary of Veterans Affairs to study and report on the prevalence of cholangiocarcinoma in veterans who served in the Vietnam theater of operations during the Vietnam era, and for other purposes.

H.R. 4758. An act to amend title XIX of the Social Security Act to streamline enrollment under the Medicaid program of certain providers across State lines, and to prevent the use of abusive spread pricing in Medicaid.

H.R. 5464. An act to name the Department of Veterans Affairs community-based outpatient clinic in Guntersville, Alabama, as the ''Colonel Ola Lee Mize Department of Veterans Affairs Clinic''.

H.R. 5861. An act to extend reemployment services and eligibility assessments to all claimants for unemployment benefits, and for other purposes.

H.R. 6033. An act to require the Secretary of Health and Human Services to establish a task force to improve access to health care information technology for non-English speakers.

H.R. 6324. An act to authorize major medical facility projects for the Department of Veterans Affairs for fiscal year 2024, and for other purposes.

H.R. 7100. An act to amend title 38, United States Code, to clarify the organization of the Office of Survivors Assistance of the Department of Veterans Affairs.

H.R. 7342. An act to establish the Veterans Advisory Committee on Equal Access, and for other purposes.

H.R. 7438. An act to require the Secretary of the Treasury to mint coins in commemoration of the FIFA World Cup 2026, and for other purposes.

H.R. 7777. An act to increase, effective as of December 1, 2024, the rates of compensation for veterans with service-connected disabilities and the rates of dependency and indemnity compensation for the survivors of certain disabled veterans, and for other purposes.

H.R. 7816. An act to direct the Secretary of Veterans Affairs to seek to enter into an agreement with a federally funded research and development center for an assessment of notice letters that the Secretary sends to claimants for benefits under laws administered by the Secretary, and for other purposes.

H.R. 8292. An act to amend the Internal Revenue Code of 1986 to increase penalties for unauthorized disclosure of taxpayer information.

At 2:59 p.m., a message from the House of Representatives, delivered by Mrs. Alli, one of its reading clerks, announced that the House has passed the following bills, in which it requests the concurrence of the Senate:

H.R. 6160. An act to amend the Public Health Service Act to reauthorize a lifespan respite care program.

H.R. 7218. An act to amend title III of the Public Health Service Act to extend the program for promotion of public health knowledge and awareness of Alzheimer's disease and related dementias, and for other purposes.

H.R. 7406. An act to amend the Public Health Service Act to authorize the Secretary of Health and Human Services to carry out a program of research, training, and investigation related to Down syndrome, and for other purposes.

H.R. 7858. An act to amend title XVIII of the Social Security Act to establish a Medicare incident to modifier for mental health services furnished through telehealth and other telehealth services.

H.R. 8084. An act to amend title XIX of the Social Security Act to require States to verify certain eligibility criteria for individuals enrolled for medical assistance quarterly, and for other purposes.

H.R. 8089. An act to amend title XIX of the Social Security Act to require certain additional provider screening under the Medicaid program.

H.R. 8111. An act to amend title XIX of the Social Security Act to ensure the reliability of address information provided under the Medicaid program.

H.R. 8112. An act to amend title XIX of the Social Security Act to further require certain additional provider screening under the Medicaid program.

MEASURES REFERRED

The following bills were read the first and the second times by unanimous consent, and referred as indicated:

H.R. 3784. An act to amend title VII of the Social Security Act to provide for a single point of contact at the Social Security Administration for individuals who are victims of identity theft; to the Committee on Finance.

H.R. 3800. An act to codify Internal Revenue Service guidance relating to treatment of certain services and items for chronic conditions as meeting the preventive care deductible safe harbor for purposes of high deductible health plans in connection with health savings accounts; to the Committee on Finance.

H.R. 4758. An act to amend title XIX of the Social Security Act to streamline enrollment under the Medicaid program of certain providers across State lines, and to prevent the use of abusive spread pricing in Medicaid to the Committee on Finance.

H.R. 5861. An act to extend reemployment services and eligibility assessments to all claimants for unemployment benefits, and for other purposes; to the Committee on Finance.

H.R. 6033. An act to require the Secretary of Health and Human Services to establish a task force to improve access to health care information technology for non-English speakers; to the Committee on Health, Education, Labor, and Pensions.

H.R. 6160. An act to amend the Public Health Service Act to reauthorize a lifespan respite care program; to the Committee on Health, Education, Labor, and Pensions.

H.R. 7406. An act to amend the Public Health Service Act to authorize the Secretary of Health and Human Services to carry out a program of research, training, and investigation related to Down syndrome, and for other purposes; to the Committee on Health, Education, Labor, and Pensions.

H.R. 7438. An act to require the Secretary of the Treasury to mint coins in commemoration of the FIFA World Cup 2026, and for other purposes; to the Committee on Banking, Housing, and Urban Affairs.

H.R. 7858. An act to amend title XVIII of the Social Security Act to establish a Medicare incident to modifier for mental health services furnished through telehealth and other telehealth services; to the Committee on Finance.

H.R. 8084. An act to amend title XIX of the Social Security Act to require States to verify certain eligibility criteria for individuals enrolled for medical assistance quarterly, and for other purposes; to the Committee on Finance.

H.R. 8089. An act to amend title XIX of the Social Security Act to require certain additional provider screening under the Medicaid program; to the Committee on Finance.

H.R. 8111. An act to amend title XIX of the Social Security Act to ensure the reliability of address information provided under the Medicaid program; to the Committee on Finance.

H.R. 8112. An act to amend title XIX of the Social Security Act to further require certain additional provider screening under the Medicaid program; to the Committee on Finance.

MEASURES PLACED ON THE CALENDAR

The following bill was read the first and second times by unanimous consent, and placed on the calendar:

H.R. 7208. An act to reauthorize the Traumatic Brain Injury program.

EXECUTIVE AND OTHER COMMUNICATIONS

The following communications were laid before the Senate, together with accompanying papers, reports, and documents, and were referred as indicated:

EC–5899. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Standard Instrument Approach Procedures, and Takeoff Minimums and Obstacle Departure Procedures; Miscellaneous Amendments; Amendment No. 4128'' ((RIN2120–AA65) (Docket No. 31563)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5900. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Standard Instrument Approach Procedures, and Takeoff Minimums and Obstacle Departure Procedures; Miscellaneous Amendments; Amendment No. 4127'' ((RIN2120–AA65) (Docket No. 31562)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5901. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Standard Instrument Approach Procedures, and Takeoff Minimums and Obstacle Departure Procedures; Miscellaneous Amendments; Amendment No. 4125'' ((RIN2120–AA65) (Docket No. 31559)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5902. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Standard Instrument Approach Procedures, and Takeoff Minimums and Obstacle Departure Procedures; Miscellaneous Amendments; Amendment No. 4126'' ((RIN2120–AA65) (Docket No. 31560)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5903. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; Airbus SAS Airplanes; Amendment 39–22788'' ((RIN2120–AA64) (Docket No. FAA–2024–1286)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5904. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; Airbus SAS Airplanes; Amendment 39–22787'' ((RIN2120–AA64) (Docket No. FAA–2024–1001)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5905. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; The Boeing Company Airplanes; Amendment 39–22779'' ((RIN2120–AA64) (Docket No. FAA–2024–0231)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5906. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; The Boeing Company Airplanes; Amendment 39–22820'' ((RIN2120–AA64) (Docket No. FAA–2024–2017)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5907. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; MHI RJ Aviation ULC (Type Certificate Previously Held by Bombardier, Inc.) Airplanes; Amendment 39–22782'' ((RIN2120–AA64) (Docket No. FAA–2024–1009)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5908. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; MHI RJ Aviation ULC (Type Certificate Previously Held by Bombardier, Inc.) Airplanes; Amendment 39–22781'' ((RIN2120–AA64) (Docket No. FAA–2024–1006)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5909. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; Dassault Aviation Airplanes; Amendment 39–22780'' ((RIN2120–AA64) (Docket No. FAA–2024–0999)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5910. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; Dassault Aviation Airplanes; Amendment 39–22783'' ((RIN2120–AA64) (Docket No. FAA–2024–1008)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5911. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; Embraer S.A. (Type Certificate Previously Held by Yabora Industria Aeronautica S.A.; Embraer S.A) Airplanes; Amendment 39–22789'' ((RIN2120–AA64) (Docket No. FAA–2024–0772)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5912. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; Bell Textron Inc. (Type Certificate Previously Held by Bell Helicopter Textron Inc.) Helicopters; Amendment 39–22807'' ((RIN2120–AA64) (Docket No. FAA–2024–2010)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5913. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation,

transmitting, pursuant to law, the report of a rule entitled ''Airworthiness Directives; Air Tractor, Inc. Airplanes; Amendment 39–22812'' ((RIN2120–AA64) (Docket No. FAA–2024–2013)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5914. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of United States Area Navigation (RNAV) Routes T–328 in the Vicinity of Deer Park, Washington'' ((RIN2120–AA66) (Docket No. FAA–2024–2086)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5915. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of United States Area Navigation (RNAV) Route T–399 in the Vicinity of Clear, AK'' ((RIN2120–AA66) (Docket No. FAA–2024–0438)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5916. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of Jet Route J–133 and Establishment of Area Navigation Route Q–801 in the Vicinity of Anchorage, AK'' ((RIN2120–AA66) (Docket No. FAA–2023–1957)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5917. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of Alaskan Very High Frequency Omnidirectional Range Federal Airway V–477 in the Vicinity of Ambler, AK'' ((RIN2120–AA66) (Docket No. FAA–2024–0697)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5918. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Establishment of Class E Airspace; Akiachak Airport, AK'' ((RIN2120–AA66) (Docket No. FAA–2024–1076)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5919. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Establishment of Class E Airspace; Utopia, TX'' ((RIN2120–AA66) (Docket No. FAA–2024–0732)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5920. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Airspace Designations; Incorporation by Reference'' ((RIN2120–AA66) (Docket No. FAA–2024–2061)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5921. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Establishment of Multiple United States Area Navigation (RNAV) Routes; Eastern United States'' ((RIN2120–AA66) (Docket No. FAA–2024–0144)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5922. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Establishment of Class E Airspace; White Sulphur Springs Airport, White Sulphur Springs, MT'' ((RIN2120–AA66) (Docket No. FAA–2024–1265)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5923. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of Jet Route J–183, Untied States Area Navigation (RNAV) Routes Q–4 and T–254, and Very High Frequency Omnidirectional Range (VOR) Federal Airways V–76, V–161, V–565, and V–568; Establishment of RNAV Route T–499; and Revocation of VOR Federal Airway V–558 in the Vicinity of Llano, TX'' ((RIN2120–AA66) (Docket No. FAA–2024–0485)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5924. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Modification of Class E Airspace; Bishop Airport, Bishop, CA'' ((RIN2120–AA66) (Docket No. FAA–2023–2422)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5925. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of Jet Route J–211 and Revocation of VOR Federal Airway V–41; Youngstown, OH'' ((RIN2120–AA66) (Docket No. FAA–2023–2513)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5926. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Revocation of Class E Airspace; Manchester, NH'' ((RIN2120–AA66) (Docket No. FAA–2024–1361)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5927. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of Class D Airspace; Fort Liberty, NC'' ((RIN2120–AA66) (Docket No. FAA–2024–0383)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5928. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of United States Area Navigation (RNAV) Route Q–109; Eastern United States'' ((RIN2120–AA66) (Docket No. FAA–2024–1850)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5929. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of Class E Airspace; Reidsville, NC'' ((RIN2120–AA66) (Docket No. FAA–2024–0319)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5930. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Establishment and Amendment of Multiple United States Area Navigation (RNAV) Routes; and Revocation of RNAV Route T–204; Eastern United States'' ((RIN2120–AA66) (Docket No. FAA–2024–0157)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5931. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Establishment of United States Area Navigation (RNAV) Route Q–108 and Revocation of RNAV Route Q–104; Eastern United States'' ((RIN2120–AA66) (Docket No. FAA–2023–2502)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5932. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Amendment of Class E Airspace; Cincinnati, OH'' ((RIN2120–AA66) (Docket No. FAA–2024–0542)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5933. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Modernization of Passenger Information Requirements Relating to 'No Smoking' Sign Illumination'' ((RIN2120–AM00) (Docket No. FAA–2024–2052)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5934. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''IFR Altitudes; Miscellaneous Amendments; Amdt. No. 580'' (Docket No. 31561) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5935. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''Modification of Class E Airspace; Yerington Municipal Airport, Yerington, NV; Correction'' ((RIN2120–AA66) (Docket No. FAA–2024–0635)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5936. A communication from the Management Analyst, Federal Aviation Administration, Department of Transportation, transmitting, pursuant to law, the report of a rule entitled ''System Safety Assessments'' ((RIN2120–AJ99) (Docket No. FAA–2022–1544)) received in the Office of the President of the Senate on September 10, 2024; to the Committee on Commerce, Science, and Transportation.

EC–5937. A communication from the Assistant Secretary, Legislative Affairs, Department of State, transmitting, pursuant to

section 36(c) of the Arms Export Control Act, the certification of a proposed license amendment for the export of defense articles, including technical data and defense services to Israel in the amount of $100,000,000 or more (Transmittal No. DDTC 23–100); to the Committee on Foreign Relations.

REPORTS OF COMMITTEES

The following reports of committees were submitted:

By Mr. MANCHIN, from the Committee on Energy and Natural Resources, with an amendment in the nature of a substitute:

S. 3036. A bill to require the Secretary of the Interior to convey to the State of Utah certain Federal land under the administrative jurisdiction of the Bureau of Land Management within the boundaries of Camp Williams, Utah, and for other purposes (Rept. No. 118–224).

By Mr. SCHATZ, from the Committee on Indian Affairs, with amendments:

S. 616. A bill to amend the Leech Lake Band of Ojibwe Reservation Restoration Act to provide for the transfer of additional Federal land to the Leech Lake Band of Ojibwe, and for other purposes (Rept. No. 118–225).

INTRODUCTION OF BILLS AND JOINT RESOLUTIONS

The following bills and joint resolutions were introduced, read the first and second times by unanimous consent, and referred as indicated:

By Ms. HASSAN (for herself and Mr. MARSHALL):

S. 5077. A bill to amend chapter 3 of title 5, United States Code, to improve Government service delivery, and build related capacity for the Federal Government, and for other purposes; to the Committee on Homeland Security and Governmental Affairs.

By Ms. SMITH (for herself, Mr. WELCH, and Mr. MERKLEY):

S. 5078. A bill to establish an independent entity within the Department of Housing and Urban Development to acquire and maintain distressed real estate to stabilize communities and increase the supply of affordable housing, and for other purposes; to the Committee on Banking, Housing, and Urban Affairs.

By Mr. ROMNEY (for himself, Mr. MANCHIN, and Mr. TILLIS):

S. 5079. A bill to provide for special enforcement provisions with respect to COVID-related employee retention credit claims, and for other purposes; to the Committee on Finance.

By Mr. OSSOFF:

S. 5080. A bill to amend title 39 of the United States Code to require the Postmaster General to be appointed by the President, subject to Senate confirmation, and for other purposes; to the Committee on Homeland Security and Governmental Affairs.

By Ms. MURKOWSKI:

S. 5081. A bill to amend the Arctic Research Policy Act of 1984 to improve the Act; to the Committee on Commerce, Science, and Transportation .

By Mr. PAUL (for himself, Mr. LEE, Mr. SCOTT of Florida, Mr. RUBIO, Mrs. BLACKBURN, Mr. DAINES, and Mr. SCHMITT):

S. 5082. A bill to amend chapter 8 of title 5, United States Code, to provide that major rules of the executive branch shall have no force or effect unless a joint resolution of approval is enacted into law; to the Committee on Homeland Security and Governmental Affairs.

By Mr. HEINRICH (for himself and Mr. BOOZMAN):

S. 5083. A bill to amend the John D. Dingell, Jr. Conservation, Management, and Recreation Act to extend the Every Kid Outdoors program; to the Committee on Energy and Natural Resources.

By Mr. BOOKER:

S. 5084. A bill to amend the Richard B. Russell National School Lunch Act to ban foods with contaminants above safe levels in or on final products served in school meals, and for other purposes; to the Committee on Agriculture, Nutrition, and Forestry.

By Mr. HELMY:

S. 5085. A bill to condemn convicted felon, Joanne Chesimard, who is also known as Assata Shakur, and those celebrating her violent actions against New Jersey law enforcement members, to call for her immediate extradition or return to the United States from Cuba, where Ms. Chesimard is receiving safe haven to the United States to escape prosecution or confinement for criminal offenses committed in the United States, and to officially honor and commemorate the New Jersey law enforcement members killed and affected by her violent acts; to the Committee on Foreign Relations.

By Mr. KAINE (for himself, Ms. HIRONO, and Ms. BALDWIN):

S. 5086. A bill to amend the Higher Education Act of 1965 to require institutions of higher education to have an independent advocate for campus sexual assault prevention and response; to the Committee on Health, Education, Labor, and Pensions.

By Mr. FETTERMAN (for himself, Ms. WARREN, Mr. MURPHY, Mr. WYDEN, Mr. BLUMENTHAL, Mr. SANDERS, and Ms. SMITH):

S. 5087. A bill to amend the United States Housing Act of 1937 to promote the establishment of tenant organizations and provide additional amounts for tenant organizations, and for other purposes; to the Committee on Finance.

By Ms. DUCKWORTH (for herself and Ms. LUMMIS):

S. 5088. A bill to require the Administrator of the Small Business Administration to submit to Congress a report on the entrepreneurial challenges facing entrepreneurs with a disability, and for other purposes; to the Committee on Small Business and Entrepreneurship.

By Mr. ROMNEY (for himself and Mr. KAINE):

S. 5089. A bill to impose sanctions with respect to the maritime militia of the People's Republic of China; to the Committee on Banking, Housing, and Urban Affairs.

By Mr. VAN HOLLEN:

S. 5090. A bill to make the Union Station Redevelopment Corporation eligible to receive certain grants, and for other purposes; to the Committee on Commerce, Science, and Transportation.

By Mr. PADILLA (for himself, Mr. BLUMENTHAL, Mr. BOOKER, Mr. DURBIN, Ms. HIRONO, Mr. MARKEY, Mr. VAN HOLLEN, Ms. WARREN, and Mr. WYDEN):

S. 5091. A bill to provide for the basic needs of students at institutions of higher education; to the Committee on Health, Education, Labor, and Pensions.

By Ms. HASSAN (for herself, Mr. CRAMER, and Mrs. GILLIBRAND):

S. 5092. A bill to amend the Northern Border Security Review Act to require updates to the northern border threat analysis and northern border strategy, and for other purposes; to the Committee on Homeland Security and Governmental Affairs.

By Mr. PETERS (for himself and Mr. LANKFORD):

S. 5093. A bill to sunset the Advisory Committee on the Records of Congress, and for other purposes; to the Committee on Homeland Security and Governmental Affairs.

By Mr. CASEY:

S. 5094. A bill to amend the Emergency Food Assistance Act of 1983 to provide additional agricultural products for distribution by emergency feeding organizations, and for other purposes; to the Committee on Agriculture, Nutrition, and Forestry.

By Mr. CARDIN:

S. 5095. A bill to counter efforts to recognize or normalize relations with any Government of Syria that is led by Bashar al-Assad, and for other purposes; to the Committee on Foreign Relations.

By Mr. RUBIO (for himself and Mr. MERKLEY):

S. 5096. A bill to require the Secretary of the Treasury to instruct the United States Executive Directors at the international financial institutions to advocate opposition to projects that make use of forced labor; to the Committee on Foreign Relations.

By Mr. BOOKER (for himself, Mr. SCOTT of South Carolina, and Mr. CASSIDY):

S. 5097. A bill to amend title XIX of the Social Security Act to establish a demonstration project to improve outpatient clinical care for individuals with sickle cell disease; to the Committee on Finance.

By Mr. LANKFORD (for himself and Mr. PETERS):

S. 5098. A bill to require certain agencies to develop plans for internal control in the event of an emergency or crisis, and for other purposes; to the Committee on Homeland Security and Governmental Affairs.

By Mr. BLUMENTHAL (for himself, Mr. SCHUMER, Mr. MURPHY, and Mrs. GILLIBRAND):

S. 5099. A bill to prescribe requirements relating to the management of the Federal property commonly known as Plum Island, New York, and for other purposes; to the Committee on Homeland Security and Governmental Affairs.

By Mr. MERKLEY (for himself, Mr. VAN HOLLEN, and Mr. WHITEHOUSE):

S. 5100. A bill to amend the Commodity Exchange Act to prohibit political election or contest agreements, contracts, transactions, and swaps; to the Committee on Agriculture, Nutrition, and Forestry.

By Mr. CASEY:

S. 5101. A bill to amend the Soil and Water Resources Conservation Act of 1977 with respect to assessments of conservation programs, and for other purposes; to the Committee on Agriculture, Nutrition, and Forestry.

By Mr. PETERS (for himself and Mr. CORNYN):

S. 5102. A bill to require annual reports on counter illicit cross-border tunnel operations, and for other purposes; to the Committee on Homeland Security and Governmental Affairs.

SUBMISSION OF CONCURRENT AND SENATE RESOLUTIONS

The following concurrent resolutions and Senate resolutions were read, and referred (or acted upon), as indicated:

By Mr. MERKLEY (for himself, Mrs. MURRAY, Mr. BOOKER, Ms. HIRONO, Mr. BLUMENTHAL, Mr. DURBIN, Mr. BENNET, Mr. LUJÁN, Ms. WARREN, Mr. WYDEN, Mr. WHITEHOUSE, Mr. PADILLA, Mr. SANDERS, Ms. SMITH, Mr. SCHATZ, and Ms. DUCKWORTH):

S. Res. 824. A resolution recognizing September 20, 2024, as ''National LGBTQ+ Veterans Day''; to the Committee on Veterans' Affairs.

By Mrs. MURRAY (for herself, Mr. BLUMENTHAL, Mr. CASEY, Ms. CORTEZ MASTO, Ms. DUCKWORTH, Ms. HIRONO, Mr. MARKEY, Mr. PADILLA, Mr. SANDERS, and Mr. WHITEHOUSE):

S. Res. 825. A resolution recognizing the significance of equal pay and the pay disparity between disabled women and both disabled and nondisabled men; to the Committee on Health, Education, Labor, and Pensions.

By Mr. MURPHY:

S. Res. 826. A resolution supporting the designation of the week of September 16 through September 20, 2024, as ''Malnutrition Awareness Week''; to the Committee on Agriculture, Nutrition, and Forestry.

By Mr. BOOZMAN (for himself and Mr. KELLY):

S. Res. 827. A resolution designating the week of September 15 through September 21, 2024, as ''National Truck Driver Appreciation Week''; to the Committee on Commerce, Science, and Transportation.

By Mrs. MURRAY (for herself, Ms. ROSEN, Ms. BALDWIN, Mr. WYDEN, Mr. SCHUMER, Mr. BENNET, Mr. BLUMENTHAL, Mr. BOOKER, Ms. BUTLER, Ms. CANTWELL, Mr. CARDIN, Mr. CARPER, Mr. CASEY, Mr. COONS, Ms. CORTEZ MASTO, Ms. DUCKWORTH, Mr. DURBIN, Mr. FETTERMAN, Mrs. GILLIBRAND, Ms. HASSAN, Mr. HEINRICH, Mr. HELMY, Ms. HIRONO, Mr. KING, Ms. KLOBUCHAR, Mr. MERKLEY, Mr. PADILLA, Mr. REED, Mr. SANDERS, Mr. SCHATZ, Mrs. SHAHEEN, Ms. SMITH, Ms. STABENOW, Mr. VAN HOLLEN, Mr. WARNOCK, Ms. WARREN, Mr. WELCH, Mr. WHITEHOUSE, Mr. KAINE, Mr. WARNER, and Mr. PETERS):

S. Res. 828. A resolution expressing the sense of the Senate that every person has the basic right to emergency health care, including abortion care; to the Committee on Health, Education, Labor, and Pensions.

By Mr. BLUMENTHAL (for himself, Mr. GRAHAM, Mr. MURPHY, and Mr. COONS):

S. Res. 829. A resolution designating October 8, 2024, as ''National Hydrogen and Fuel Cell Day''; considered and agreed to.

ADDITIONAL COSPONSORS

S. 91

At the request of Mr. HAGERTY, the name of the Senator from Ohio (Mr. BROWN) was added as a cosponsor of S. 91, a bill to award a Congressional Gold Medal to 60 diplomats, in recognition of their bravery and heroism during the Holocaust.

S. 592

At the request of Ms. STABENOW, the name of the Senator from Hawaii (Ms. HIRONO) was added as a cosponsor of S. 592, a bill to amend title 38, United States Code, to increase the mileage rate offered by the Department of Veterans Affairs through their Beneficiary Travel program for health related travel, and for other purposes.

S. 633

At the request of Mr. PADILLA, the names of the Senator from Kansas (Mr. MARSHALL) and the Senator from Oklahoma (Mr. MULLIN) were added as cosponsors of S. 633, a bill to award a Congressional Gold Medal to Everett Alvarez, Jr., in recognition of his service to the United States.

S. 652

At the request of Ms. MURKOWSKI, the name of the Senator from Rhode Island (Mr. WHITEHOUSE) was added as a cosponsor of S. 652, a bill to amend the Employee Retirement Income Security Act of 1974 to require a group health plan or health insurance coverage offered in connection with such a plan to provide an exceptions process for any medication step therapy protocol, and for other purposes.

S. 677

At the request of Mr. CASSIDY, the name of the Senator from Pennsylvania (Mr. CASEY) was added as a cosponsor of S. 677, a bill to amend the Internal Revenue Code of 1986 to provide for the deductibility of charitable contributions to certain organizations for members of the Armed Forces.

S. 711

At the request of Mr. BUDD, the name of the Senator from Hawaii (Ms. HIRONO) was added as a cosponsor of S. 711, a bill to require the Secretary of the Treasury to mint coins in commemoration of the invaluable service that working dogs provide to society.

S. 740

At the request of Mr. BOOZMAN, the name of the Senator from Hawaii (Ms. HIRONO) was added as a cosponsor of S. 740, a bill to amend title 38, United States Code, to reinstate criminal penalties for persons charging veterans unauthorized fees relating to claims for benefits under the laws administered by the Secretary of Veterans Affairs, and for other purposes.

S. 1047

At the request of Mr. COTTON, the name of the Senator from Idaho (Mr. RISCH) was added as a cosponsor of S. 1047, a bill to provide that the Federal Communications Commission may not prevent a State or Federal correctional facility from utilizing jamming equipment, and for other purposes.

S. 1350

At the request of Mr. MERKLEY, the name of the Senator from Washington (Mrs. MURRAY) was added as a cosponsor of S. 1350, a bill to require the Federal Trade Commission to issue regulations requiring certain products to have ''Do Not Flush'' labeling, and for other purposes.

S. 1588

At the request of Mr. CORNYN, the name of the Senator from Hawaii (Ms. HIRONO) was added as a cosponsor of S. 1588, a bill to amend title 10, United States Code, to direct the forgiveness or offset of an overpayment of retired pay paid to a joint account for a period after the death of the retired member of the Armed Forces.

S. 1957

At the request of Mr. MARSHALL, the name of the Senator from Pennsylvania (Mr. CASEY) was added as a cosponsor of S. 1957, a bill to amend the Richard B. Russell National School Lunch Act to allow schools that participate in the school lunch program to serve whole milk, and for other purposes.

S. 2695

At the request of Ms. CANTWELL, the name of the Senator from Montana (Mr. TESTER) was added as a cosponsor of S. 2695, a bill to amend the Indian Law Enforcement Reform Act to provide for advancements in public safety services to Indian communities, and for other purposes.

S. 2757

At the request of Mr. TESTER, the name of the Senator from Hawaii (Ms. HIRONO) was added as a cosponsor of S. 2757, a bill to limit the Secretary of Veterans Affairs from modifying the rate of payment or reimbursement for transportation of veterans or other individuals via special modes of transportation under the laws administered by the Secretary, and for other purposes.

S. 3197

At the request of Ms. ERNST, the names of the Senator from North Dakota (Mr. CRAMER), the Senator from Arkansas (Mr. COTTON) and the Senator from Montana (Mr. DAINES) were added as cosponsors of S. 3197, a bill to establish and authorize funding for an Iranian Sanctions Enforcement Fund to enforce United States sanctions with respect to Iran and its proxies and pay off the United States public debt and to codify the Export Enforcement Coordination Center.

S. 3981

At the request of Mr. MORAN, the name of the Senator from Oklahoma (Mr. MULLIN) was added as a cosponsor of S. 3981, a bill to amend the Public Health Service Act to authorize the Secretary of Health and Human Services to carry out a program of research, training, and investigation related to Down syndrome, and for other purposes.

S. 4243

At the request of Ms. BUTLER, the names of the Senator from Maine (Mr. KING), the Senator from Rhode Island (Mr. REED), the Senator from Maryland (Mr. CARDIN), the Senator from New Mexico (Mr. LUJÁN), the Senator from Hawaii (Mr. SCHATZ), the Senator from New Mexico (Mr. HEINRICH), the Senator from Oregon (Mr. MERKLEY), the Senator from Colorado (Mr. HICKENLOOPER), the Senator from Massachusetts (Mr. MARKEY), the Senator from Connecticut (Mr. MURPHY), the Senator from Nevada (Ms. ROSEN) and the Senator from Arizona (Ms. SINEMA) were added as cosponsors of S. 4243, a bill to award posthumously the Congressional Gold Medal to Shirley Chisholm.

S. 4292

At the request of Mr. LEE, the name of the Senator from North Dakota (Mr. HOEVEN) was added as a cosponsor of S. 4292, a bill to amend the National Voter Registration Act of 1993 to require proof of United States citizenship to register an individual to vote in elections for Federal office, and for other purposes.

S. 4528

At the request of Mr. BRAUN, the name of the Senator from Utah (Mr. ROMNEY) was added as a cosponsor of S. 4528, a bill to award posthumously a

Congressional Gold Medal to Marshall Walter ''Major'' Taylor in recognition of his significance to the nation as an athlete, trailblazer, role model, and equal rights advocate.

S. 4532

At the request of Mr. MARSHALL, the names of the Senator from Colorado (Mr. BENNET), the Senator from Illinois (Ms. DUCKWORTH) and the Senator from Oklahoma (Mr. LANKFORD) were added as cosponsors of S. 4532, a bill to amend title XVIII of the Social Security Act to establish requirements with respect to the use of prior authorization under Medicare Advantage plans.

S. 4901

At the request of Mr. SCHATZ, the name of the Senator from Wisconsin (Ms. BALDWIN) was added as a cosponsor of S. 4901, a bill to require the Under Secretary of Commerce for Oceans and Atmosphere to maintain the National Mesonet Program, and for other purposes.

S. 4935

At the request of Mr. BOOZMAN, the name of the Senator from Georgia (Mr. WARNOCK) was added as a cosponsor of S. 4935, a bill to amend title XVIII of the Social Security Act to update the budget neutrality threshold under the Medicare physician fee schedule.

S. 4974

At the request of Ms. MURKOWSKI, the name of the Senator from Alaska (Mr. SULLIVAN) was added as a cosponsor of S. 4974, a bill to amend the John D. Dingell, Jr. Conservation, Management, and Recreation Act to reauthorize the National Volcano Early Warning and Monitoring System, and for other purposes.

S. 4988

At the request of Mr. HEINRICH, the name of the Senator from California (Ms. BUTLER) was added as a cosponsor of S. 4988, a bill to award a Congressional Gold Medal, collectively, to the individuals who fought for or with the United States against the armed forces of Imperial Japan in the Pacific theater and the impacted Saskinax people on Attu, whose lives, culture, and community were irrevocably changed from December 8, 1941, to August 15, 1945.

S. 4997

At the request of Mr. BROWN, the names of the Senator from Rhode Island (Mr. REED), the Senator from Minnesota (Ms. KLOBUCHAR) and the Senator from New Mexico (Mr. HEINRICH) were added as cosponsors of S. 4997, a bill making supplemental appropriations for the Department of Veterans Affairs for the fiscal year ending September 30, 2024, and for other purposes.

S. 5067

At the request of Mr. PETERS, the names of the Senator from Oklahoma (Mr. LANKFORD) and the Senator from Vermont (Mr. WELCH) were added as cosponsors of S. 5067, a bill to improve individual assistance provided by the Federal Emergency Management Agency, and for other purposes.

STATEMENTS ON INTRODUCED BILLS AND JOINT RESOLUTIONS

By Ms. MURKOWSKI:

S. 5081. A bill to amend the Arctic Research Policy Act of 1984 to improve the Act; to the Committee on Commerce, Science, and Transportation.

Ms. MURKOWSKI. Madam President, I wanted to take just a couple of minutes here at the close of the evening to speak to an anniversary. Today is the 40th anniversary of the Arctic Research and Policy Act. It is known as ARPA. We use the acronym ''ARPA'' around here quite frequently. We talk about ARPA-E and ARPA-H.

But the original ARPA was the Arctic Research and Policy Act. It was legislation that was actually drafted by the previous Senator MURKOWSKI from Alaska. It was one of the first pieces of legislation that Frank Murkowski introduced and got passed into law. It was signed by President Reagan. It was cosponsored by the likes of Ted Stevens and Scoop Jackson, Warren Magnuson; on the House side, Congressman Young.

It was significant in that it laid a foundation for the policies that we are seeing put in place today and over these past 40 years. It has been laying out much of the knowledge and the understanding and the policy for Alaska.

I talk a lot about the Arctic, coming from the State that makes us an Arctic nation, but I think it is important to recognize that many of our allies around the world—many of those who are not our friends around the world—are also talking about and taking a keen interest in the Arctic.

There is a lot of focus on this week because we are seeing levels of engagement from the Russians up in the Alaska ADIZ and the area in the high north. We have seen joint exercises with the Russians and the Chinese, both in the air and on the waters in our northern waters. There is a level of focus and intensity about what may be heating up in a cool place—not something that we like.

But it is important to recognize that when we speak about the Arctic, it is not just its geostrategic location on the globe that makes it such a key place for defense and strategic defense. It is the role that the Arctic plays when it comes to just the health of our planet. Some describe it as kind of the big thermostat up north. And we see down here on the east coast and parts of the country where, when you have Arctic weather coming down, pushing things in different directions, everything kind of goes out of whack. And we are all starting to pay attention to what is going on with the weather and where it is coming from.

Well, the science that comes to us in better understanding what is happening in the Arctic, much of this came about through the development of the Arctic Research and Policy Act.

So leading in these areas has been important for all the right reasons, whether it has been environmental; whether, again, it has been just from a geostrategic perspective; whether it has been a focus on the health and the well-being of indigenous peoples; whether it is understanding the extraordinary science that is unique to the area, understanding the impacts of a thawing permafrost and what that may mean, understanding the impacts within our ocean.

But it is also better understanding that geography. With the mapping that we have seen that has been spurred from both NOAA and USGS, we have been able to identify an area north of the shore of Alaska—an area, well, two times bigger than the State of California—that we identify as part of our Outer Continental Shelf, allowing us to submit claim to that territory.

The real-world advances that we are seeing in understanding more about the Arctic come about because of good legislation that began so many years ago.

There is a reception probably going on right now with many of those who have been involved with the U.S. Arctic Research Commission over the years and their partner Agencies. There are some 18 partner Agencies that participate. Several of the commissioners who have served currently and who have served in the past are present and are speaking about the contributions.

Two of the former commissioners, heads of the U.S. Arctic Research Commission—actually, both former Lieutenant Governors for the State of Alaska, Fran Ulmer and Mead Treadwell—came together and penned a joint op-ed that ran in the Anchorage Daily News last month. And I want to read just one paragraph from that op-ed because I think it really is a sum of what we have seen as a result of the framework from this law. It states:

> Our nation's long-running Arctic research programs in . . . NOAA and the . . . USGS provided the essential data to enable America to recently claim new rights to an offshore land area larger than two Californias. The law has added momentum to efforts to build new, powerful icebreakers and to increase our Arctic presence as Russia and China increase theirs. It laid the groundwork for safe shipping and resource development in the Arctic by identifying methods to reduce risk. It helped evolve our understanding of continental drift, and the plate tectonic evolution of the Arctic Ocean basin. Arctic health research is informing policy to improve health outcomes and to reduce disparities. Forty years of purposeful, coordinated U.S. Arctic effort, involving national resources, partners across the Arctic region, and Alaskans is something to celebrate and take pride in.

So I just wanted to include just, again, a few short moments in the CONGRESSIONAL RECORD today about this anniversary, with a recognition that it is important to recognize the accomplishments of what we have built and the foundation that guides our science and informs our policy, which we use to benefit our people and our Nation.

But it also needs to be a push for us, an impetus to keep our foot on the gas,

so to speak, to keep moving forward, because we need to be more than a nation in the Arctic that has the title. We need to be that active participant. We need to be the leader in the Arctic space.

So what more does that mean? It means confirming our nominee to be the first-ever Ambassador-at-Large for Arctic Affairs, a gentleman by the name of Mike Sfraga, Dr. Mike Sfraga, who is currently the head of the U.S. Arctic Research Commission. He has been nominated by the President. He has gone through the committee. We need to get him confirmed because of the immediacy of so many of these Arctic issues that are playing out now.

Every time we have national conferences and other Arctic ambassadors are there, there is a void in the U.S. space. We need to make progress on matters that have been longstanding. It has been decades now—decades—that several of us have been working to advance progress on ratification of the Law of the Sea treaty. Some on my side still have a little bit of older history, at a time—actually, during the Reagan years—when there were some concerns about ratification. I think we have tried to address them over the years.

But the world has changed up there. When I say the world has changed, the world is opening up in the Arctic: the levels of commerce that we are seeing; again, the levels of engagement from a national security perspective; other countries—China—looking to the Arctic waters for resources there, whether it be fisheries or whether it be minerals. It has changed, and so our active participation as a member of that important treaty, I think, needs to be an imperative.

We have got to figure out icebreakers. We have got to do better. We have authorized six icebreakers. We have funded—we have appropriated to three, and we still have nothing, nothing that is moving forward fast enough to satisfy anybody out there.

Other nations are not sitting still while we are trying to literally get our act together on this. This is an area where we have to keep moving. We have to keep building out our Arctic infrastructure. We are moving forward with a deepwater port in Nome that is critically important.

There are other aspects of infrastructure that we cannot assume are in place, whether it is adequate housing, water, wastewater, broadband—all of the infrastructure that is so important to live in a cold and remote area—and then recognizing the situation of the people who live and work and raise their families there and have since time immemorial and want to do so for generations going forward, making sure we are paying attention to education, to healthcare, housing, economy, jobs.

So today I have introduced legislation that would amend the Arctic Research and Policy Act with the very fancy title ''Arctic Research Policy Amendments Act of 2024.'' I don't go for the big acronyms in the titles. What we are doing is we are broadening the scope of the act to account for the Arctic's increasing role in national homeland defense; to strengthen climate and environmental research; to establish an annual award for excellence in Arctic research—we need to support and recognize those who are doing great work; and then to reflect the essential role of the indigenous people, incorporating the wisdom and experience of those who have lived there for millennia.

So it is good to work with the Commission. They continue to do great work. It is something that I—I appreciate colleagues here also waking up to the fact that this is the age of the Arctic, and how we embrace it, how we embrace our leadership role, is critical.

By Mr. PADILLA (for himself, Mr. BLUMENTHAL, Mr. BOOKER, Mr. DURBIN, Ms. HIRONO, Mr. MARKEY, Mr. VAN HOLLEN, Ms. WARREN, and Mr. WYDEN):

S. 5091. A bill to provide for the basic needs of students at institutions of higher education; to the Committee on Health, Education, Labor, and Pensions.

Mr. PADILLA. Madam President, I rise in support of the BASIC Act, which I introduced today.

I know how important it is to help students cover the full cost of attending college, including tuition and fees, housing, food, transportation, books, childcare, healthcare, supplies, and more.

In California, even though State and institutional aid programs cover full tuition and fees for about half of the students attending California State University, University of California, and California Community College, students struggle to pay for the remaining cost of attendance. This bill will help accelerate California's work to make college affordable and provide funding to reach more schools across California and our nation.

Last year, the first-ever nationally representative data on student basic needs was released by the National Center for Education Statistics, which indicated that nearly one in four undergraduate students across the country experiences food insecurity. We also know that rates of basic needs insecurity are much higher for historically marginalized students, including Black, Latino, and Indigenous students; parenting students; LGBTQIA+students; first-generation students; Pell Grant recipients; former foster youth; and justice-involved students.

The evidence is clear that addressing student basic needs prevents students from sacrificing their health and well-being to succeed in higher education.

That is why I am proud to introduce this bill to authorize $1 billion for a new grant program to help institutions of higher education meet students' basic needs.

This funding represents an essential aspect of building more equitable paths to higher education, and it represents an investment in our students, our institutions, and our future. The legislation also helps coordinate assistance across Federal Agency lines.

I want to thank Senator WARREN and Representative TORRES for introducing this bill with me, and I hope our colleagues will join us in ensuring that no student is forced to choose between their education and their basic needs.

SUBMITTED RESOLUTIONS

SENATE RESOLUTION 824—RECOGNIZING SEPTEMBER 20, 2024, AS ''NATIONAL LGBTQ+ VETERANS DAY''

Mr. MERKLEY (for himself, Mrs. MURRAY, Mr. BOOKER, Ms. HIRONO, Mr. BLUMENTHAL, Mr. DURBIN, Mr. BENNET, Mr. LUJAN, Ms. WARREN, Mr. WYDEN, Mr. WHITEHOUSE, Mr. PADILLA, Mr. SANDERS, Ms. SMITH, Mr. SCHATZ, and Ms. DUCKWORTH) submitted the following resolution; which was referred to the Committee on Veterans' Affairs:

S. RES. 824

Whereas lesbian, gay, bisexual, transgender, and queer (referred to in this preamble as ''LGBTQ+'') veterans have honorably served in the Armed Forces in every war to which the United States was a party, beginning with the Revolutionary War;

Whereas LGBTQ+ veterans have served in the Armed Forces despite discriminatory policies based on who those veterans love or how those veterans identify;

Whereas, on April 27, 1953, President Dwight D. Eisenhower signed Executive Order 10450 (18 Fed. Reg. 2489; relating to security requirements for Government employment), which declared ''sexual perversion'' and ''treatment for serious mental or neurological disorders'' to be security risks and grounds for denying Federal employment;

Whereas Executive Order 10450, eventually repealed by President Barack Obama in 2017, contributed to the ''Lavender Scare'' of the 1950s by banning gay and lesbian people from working in the Government, including in the Armed Forces, and was similarly applied to transgender people as early as 1960;

Whereas, beginning in 1963, Army medical standards disqualified people with ''behavioral disorders'', which was defined to include transgender people, from service in the Army;

Whereas, for 30 years, beginning in the mid-1980s, Department of Defense regulations declared transgender people to be both physically and mentally disordered and abnormal and continued to disqualify transgender people from military service;

Whereas, in 1982, the Department of Defense implemented a policy stating that ''homosexuality is incompatible with military service'', and between 1980 and 1990, an average of 1,500 military servicemembers were discharged every year on the basis of their sexual orientation;

Whereas, in 1993, as part of the National Defense Authorization Act for Fiscal Year 1994 (Public Law 103–160; 107 Stat. 1547), Congress enacted the ''Don't Ask, Don't Tell'' policy, which declared that the presence of gay, lesbian, and bisexual people in the

Armed Forces was an ''unacceptable risk'' to morale, good order, discipline, and unit cohesion, and required the Armed Forces to discharge servicemembers who—

(1) engaged in, attempted to engage in, or solicited ''homosexual acts'';

(2) stated that they were homosexual or bisexual; or

(3) married or attempted to marry a same-sex partner;

Whereas the Department of Defense has acknowledged that 13,472 personnel were discharged from the Armed Forces under the ''Don't Ask, Don't Tell'' policy, and an additional 19,365 personnel were discharged between 1980 and 1993 under similar policies that targeted servicemembers based on sexual orientation;

Whereas the White House estimates that more than 100,000 servicemembers have been discharged from the Armed Forces for their sexual orientation or gender identity;

Whereas, on September 20, 2011, the ''Don't Ask, Don't Tell'' policy was officially repealed, 60 days after President Barack Obama approved its repeal on July 22, 2011, by signing the Don't Ask, Don't Tell Repeal Act of 2010 (10 U.S.C. 654 note; Public Law 111–321);

Whereas, on June 30, 2016, the Department of Defense announced an end to the ban on transgender servicemembers across all components of the Department of Defense;

Whereas, on July 26, 2017, President Donald J. Trump announced that transgender people would not be allowed to serve in the military;

Whereas, on January 25, 2021, President Joseph R. Biden signed Executive Order 14004 (86 Fed. Reg. 7471; relating to enabling all qualified Americans to serve their country in uniform), which repealed the 2017 ban on transgender military servicemembers;

Whereas the Department of Defense and the Department of Veterans Affairs have taken steps to address the harms done to LGBTQ+ servicemembers and veterans under these discriminatory policies;

Whereas, in March 2021, the Secretary of Defense announced new policies to undo the President Trump-era rules banning transgender people from serving in the military;

Whereas those policies included a statement that the Defense Health Agency would develop clinical practice guidelines to support the medical treatment of servicemembers with gender dysphoria, a step that has not yet been completed;

Whereas, on June 19, 2021, the Secretary of Veterans Affairs announced that the Department of Veterans Affairs would remove the exclusion of gender-affirming surgery from the Veterans Affairs Medical Benefits package, but the Department of Veterans Affairs has yet to fulfill that promise;

Whereas, on September 20, 2021, the Secretary of Veterans Affairs issued the ''Benefits Eligibility for Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Former Service Members (VIEWS 5810856)'' memorandum detailing how certain former servicemembers discharged under the ''Don't Ask, Don't Tell'' policy with ''other than honorable'' discharges could begin to access full veterans benefits;

Whereas, on September 20, 2023, the Deputy Secretary of Defense announced that the Department of Defense would proactively review the military records of certain veterans discharged under the ''Don't Ask, Don't Tell'' policy to identify those who may be eligible for discharge upgrades;

Whereas, on April 25, 2024, the Department of Veterans Affairs posted a final rule eliminating the regulatory bar for ''homosexual acts involving aggravating circumstances or other factors affecting the performance of duty'' as an obstacle to benefits, which could help reduce the disparity that LGBTQ+ veterans face in applying for their benefits;

Whereas, on June 26, 2024, President Joseph R. Biden pardoned veterans who had been convicted in military courts for consensual sodomy between 1951 and 2013 under former article 125 of the Uniform Code of Military Justice; and

Whereas challenges still exist for LGBTQ+ servicemembers and veterans seeking equitable treatment in service and access to benefits: Now, therefore, be it

Resolved, That the Senate—

(1) recognizes September 20, 2024, as ''National LGBTQ+ Veterans Day'';

(2) celebrates the contributions of lesbian, gay, bisexual, transgender, and queer (referred to in this resolution as ''LGBTQ+'') servicemembers and veterans who have served in the Armed Forces;

(3) regrets the harm done to LGBTQ+ servicemembers and veterans under the ''Don't Ask, Don't Tell'' policy and earlier policies, bans on transgender servicemembers, and other policies that discriminate based on sexual orientation and gender identity;

(4) recognizes how ''other than honorable'' and ''dishonorable'' discharges given to LGBTQ+ servicemembers on the basis of sexual orientation and gender identity—

(A) prematurely terminated the careers of LGBTQ+ servicemembers in the Armed Forces;

(B) subjected LGBTQ+ servicemembers to the trauma of investigations and criminal charges;

(C) unfairly denied LGBTQ+ servicemembers the honor associated with military service;

(D) deprived LGBTQ+ servicemembers of benefits those servicemembers have earned and deserve as veterans; and

(E) continue to cause LGBTQ+ servicemembers dignitary harm;

(5) urges the Department of Veterans Affairs and the Department of Defense to—

(A) continue implementing policy changes that restore justice and right historical wrongs caused by past government-sponsored discrimination; and

(B) conduct further outreach for LGBTQ+ veteran communities to ensure that those discharged based on their sexual orientation and gender identity can receive their benefits;

(6) urges the Department of Veterans Affairs and the Department of Defense to ensure that transgender veterans and servicemembers and their families have access to the full range of health care, including gender-affirming care; and

(7) urges the Department of Veterans Affairs to remove the exclusion of gender-affirming surgery from the Veterans Affairs Medical Benefits Package.

SENATE RESOLUTION 825—RECOGNIZING THE SIGNIFICANCE OF EQUAL PAY AND THE PAY DISPARITY BETWEEN DISABLED WOMEN AND BOTH DISABLED AND NONDISABLED MEN

Mrs. MURRAY (for herself, Mr. BLUMENTHAL, Mr. CASEY, Ms. CORTEZ MASTO, Ms. DUCKWORTH, Ms. HIRONO, Mr. MARKEY, Mr. PADILLA, Mr. SANDERS, and Mr. WHITEHOUSE) submitted the following resolution; which was referred to the Committee on Health, Education, Labor, and Pensions:

S. RES. 825

Whereas, more than 60 years after Congress enacted the Equal Pay Act of 1963 (29 U.S.C. 206 note; Public Law 88–38), an analysis of data from the Bureau of the Census shows that disabled women workers overall are paid an average of 50 cents for every dollar paid to nondisabled men;

Whereas an analysis by the National Partnership for Women & Families of data from the Bureau of the Census shows that—

(1) for every dollar paid to White, non-Hispanic, nondisabled men—

(A) disabled Asian-American and Native Hawaiian and Pacific Islander women are paid 55 cents;

(B) disabled White, non-Hispanic women are paid 45 cents;

(C) disabled Black women are paid 45 cents;

(D) disabled American Indian and Alaska Native women are paid 45 cents; and

(E) disabled Latinas are paid 44 cents;

(2) disabled women are paid an average of 72 cents for every dollar paid to disabled men;

(3) disabled people overall are paid an average of 68 cents for every dollar paid to nondisabled people; and

(4) while disabled people overall experience a wage gap, disabled women, particularly disabled women of color, experience a more significant wage gap;

Whereas, of the 6 types of disability assessed in the American Community Survey—

(1) disabled women workers with each type of disability face a wage gap, as compared to nondisabled men; and

(2) the wage gap is largest for disabled women workers who have difficulty living independently, who are paid just 36 cents for every dollar paid to nondisabled men workers;

Whereas disabled women veterans are paid an average of 62 cents for every dollar paid to nondisabled veteran men;

Whereas the wage gap remains large for disabled women with more education, as disabled women workers with 4 years of college education are typically paid $41,600 per year, which is less than nondisabled men workers with a high school degree as their highest level of education;

Whereas disabled women experience occupational segregation and are overrepresented in low-paid health care, clerical, and social service jobs;

Whereas disabled women and men workers who live in institutional group quarters are paid an average of just $9,000 per year for disabled women workers and $11,000 per year for disabled men workers, respectively, while nondisabled men overall are typically paid an average of $50,000 per year;

Whereas segregated workplaces and the subminimum wage for disabled employees stifle competitive integrated employment for disabled women;

Whereas many systemic barriers affect access to livable wages and employment opportunities for disabled women, including—

(1) discrimination;

(2) public benefits work disincentives;

(3) a broken health care infrastructure;

(4) increased employment-related costs;

(5) inadequate vocational rehabilitation services; and

(6) a lack of access to supported employment services; and

Whereas LGBTQI+ disabled people face additional barriers to employment, and more inclusive data on LGBTQI+ disabled workers is needed to determine the added impact on wages and workforce participation, particularly for trans and nonbinary disabled people who are often excluded from data: Now, therefore, be it

Resolved, That the Senate—

(1) recognizes the pay disparity between disabled women and both disabled and nondisabled men and the impact of that pay disparity on women, families, and the United States; and

(2) reaffirms its commitment to supporting equal pay for disabled women, narrowing the gender, disability, and racial wage gaps, and addressing the systemic barriers that drive those inequities.

SENATE RESOLUTION 826—SUPPORTING THE DESIGNATION OF THE WEEK OF SEPTEMBER 16 THROUGH SEPTEMBER 20, 2024, AS ''MALNUTRITION AWARENESS WEEK''

Mr. MURPHY submitted the following resolution; which was referred to the Committee on Agriculture, Nutrition, and Forestry:

S. RES. 826

Whereas malnutrition is the condition that occurs when a person does not get enough protein, calories, or nutrients;

Whereas malnutrition is a significant problem in the United States and around the world, crossing all age, racial, class, gender, and geographic lines;

Whereas malnutrition can be driven by social determinants of health, including poverty or economic instability, access to affordable health care, and low health literacy;

Whereas there are inextricable and cyclical links between poverty and malnutrition;

Whereas the Department of Agriculture defines food insecurity as when a person or household does not have regular, reliable access to the foods needed for good health;

Whereas communities of color, across all age groups, are disproportionately likely to experience both food insecurity and malnutrition;

Whereas American Indian and Alaska Native households are at significantly greater risk for food insecurity than all households in the United States;

Whereas 1 in 18 Asian Americans and 1 in 5 Pacific Islanders experience food insecurity;

Whereas Black children are almost 3 times more likely to live in a food-insecure household than White children;

Whereas infants, older adults, people with chronic diseases, and other vulnerable populations are particularly at risk for malnutrition;

Whereas the American Academy of Pediatrics has found that failure to provide key nutrients during early childhood may result in lifelong deficits in brain function;

Whereas disease-associated malnutrition affects between 30 and 50 percent of patients admitted to hospitals, and the medical costs of hospitalized patients with malnutrition can be 300 percent more than the medical costs of properly nourished patients;

Whereas deaths from malnutrition have increased among adults 85 and older since 2013;

Whereas, according to the ''National Blueprint: Achieving Quality Malnutrition Care for Older Adults, 2020 Update'', as many as half of older adults living in the United States are malnourished or at risk for malnutrition;

Whereas, according to recent Aging Network surveys, 76 percent of older adults receiving meals at senior centers and other congregate facilities report improved health outcomes, and 84 percent of older adults receiving home-delivered meals indicate the same;

Whereas disease-associated malnutrition in older adults alone costs the United States more than $51,300,000,000 each year; and

Whereas the American Society for Parenteral and Enteral Nutrition established ''Malnutrition Awareness Week'' to raise awareness and promote prevention of malnutrition across the lifespan: Now, therefore, be it

Resolved, That the Senate—

(1) supports the designation of ''Malnutrition Awareness Week'';

(2) recognizes registered dietitian nutritionists and other nutrition professionals, health care providers, school food service workers, social workers, advocates, caregivers, and other professionals and agencies for their efforts to advance awareness, treatment, and prevention of malnutrition;

(3) recognizes the importance of existing Federal nutrition programs, like the nutrition programs established under the Older Americans Act of 1965 (42 U.S.C. 3001 et seq.) and Federal child nutrition programs, for their role in combating malnutrition, and supports increased funding for these critical programs;

(4) recognizes—

(A) the importance of medical nutrition therapy under the Medicare Program under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.); and

(B) the need for vulnerable populations to have access to nutrition counseling;

(5) recognizes the importance of the innovative research conducted by the National Institutes of Health on—

(A) nutrition, dietary patterns, and the human gastrointestinal microbiome; and

(B) how those factors influence the prevention or development of chronic disease throughout the lifespan;

(6) supports access to malnutrition screening and assessment for all patients;

(7) encourages the Centers for Medicare & Medicaid Services to evaluate the implementation of newly approved malnutrition electronic clinical quality measures;

(8) supports the ongoing work of the White House Conference on Hunger, Nutrition, and Health and its work to address malnutrition; and

(9) acknowledges the importance of healthy food access for children, especially in childcare settings and schools, and the benefits of evidence-based nutrition standards.

SENATE RESOLUTION 827—DESIGNATING THE WEEK OF SEPTEMBER 15 THROUGH SEPTEMBER 21, 2024, AS ''NATIONAL TRUCK DRIVER APPRECIATION WEEK''

Mr. BOOZMAN (for himself and Mr. KELLY) submitted the following resolution; which was referred to the Committee on Commerce, Science, and Transportation:

S. RES. 827

Whereas 3,500,000 citizens of the United States navigate the roads and highways of the United States as professional truck drivers;

Whereas the trucking industry is the backbone of our economy, and truck drivers play an essential role in moving our great country forward;

Whereas the quality of life that the people of the United States enjoy would not be possible without the steadfast dedication demonstrated by truck drivers;

Whereas truckers of the United States drive over 330,000,000,000 miles each year, the equivalent of nearly 1,800 round trips to the sun, to deliver daily necessities and other consumer goods;

Whereas truck drivers make many sacrifices, including time away from their families, to fulfill their important responsibilities and get shipments where they need to be on time, safely, and securely;

Whereas truck drivers transport more than 11,000,000,000 tons of freight each year, which is about 70 percent of all the freight moved in the United States;

Whereas more than 80 percent of United States communities rely exclusively on truck drivers to deliver their commodities, including the most remote towns and territories that are unreachable by other modes of transportation;

Whereas the commitment of truck drivers ensures the delivery of vital public services, such as medical supplies, food distribution, and emergency relief during crises, making their role indispensable to the well-being of the United States;

Whereas truck drivers play an essential role in maintaining national security by transporting critical military equipment, supplies, and personnel in support of defense operations, ensuring the readiness and mobility of the United States Armed Forces;

Whereas hundreds of billions of safe driving miles accumulated by truck drivers each year are a source of pride and reflect their unique skills and commitment to excellence;

Whereas the diligence and attention to detail displayed by truck drivers are critical to protecting the safety of all roadway users;

Whereas the partnership between truck drivers and law enforcement brings eyes and ears to every corner of the country, helping to identify and rescue countless victims of human trafficking;

Whereas the people of the United States owe a debt of gratitude to truck drivers for the work they do and the altruistic example they set to put food on our tables, keep our homes comfortable, and support our families and jobs;

Whereas this year marks the 36th annual National Truck Driver Appreciation Week;

Whereas, during National Truck Driver Appreciation Week, the people of the United States extend their most sincere thanks to professional truck drivers; and

Whereas the purpose of National Truck Driver Appreciation Week is to—

(1) raise public awareness about the invaluable contributions of truck drivers; and

(2) promote greater respect for and understanding of the essential work that truck drivers do: Now, therefore, be it

Resolved, That the Senate—

(1) thanks the professional truck drivers of the United States; and

(2) promotes the profession of truck driving by encouraging the public to recognize National Truck Driver Appreciation Week.

SENATE RESOLUTION 828—EXPRESSING THE SENSE OF THE SENATE THAT EVERY PERSON HAS THE BASIC RIGHT TO EMERGENCY HEALTH CARE, INCLUDING ABORTION CARE

Mrs. MURRAY (for herself, Ms. ROSEN, Ms. BALDWIN, Mr. WYDEN, Mr. SCHUMER, Mr. BENNET, Mr. BLUMENTHAL, Mr. BOOKER, Ms. BUTLER, Ms. CANTWELL, Mr. CARDIN, Mr. CARPER, Mr. CASEY, Mr. COONS, Ms. CORTEZ MASTO, Ms. DUCKWORTH, Mr. DURBIN, Mr. FETTERMAN, Mrs. GILLIBRAND, Ms. HASSAN, Mr. HEINRICH, Mr. HELMY, Ms. HIRONO, Mr. KING, Ms. KLOBUCHAR, Mr.

MERKLEY, Mr. PADILLA, Mr. REED, Mr. SANDERS, Mr. SCHATZ, Mrs. SHAHEEN, Ms. SMITH, Ms. STABENOW, Mr. VAN HOLLEN, Mr. WARNOCK, Ms. WARREN, Mr. WELCH, Mr. WHITEHOUSE, Mr. KAINE, Mr. WARNER, and Mr. PETERS) submitted the following resolution; which was referred to the Committee on Health, Education, Labor, and Pensions:

S. RES. 828

Whereas bans and restrictions on reproductive health care, including abortion care, put the health and lives of women at risk;

Whereas State laws that purport to ban and restrict abortion in emergency circumstances force medical providers to decide between withholding necessary, stabilizing medical care from a patient experiencing a medical emergency or facing criminal prosecution, and put the lives, health, and futures of patients at risk;

Whereas the harms of criminalizing medical providers providing emergency health care or women receiving emergency health care are far-reaching, and providers and patients who are Black, Indigenous, people of color, immigrants, people with low incomes, and LGBTQI+ individuals are more likely to be put under the scrutiny of the legal system;

Whereas the harms associated with abortion bans and other restrictions on reproductive health care have a disproportionate impact on women of color, specifically Black and Indigenous pregnant patients, who are more likely to experience life-threatening pregnancy complications; and

Whereas the chaos and confusion caused by abortion bans and restrictions can dissuade providers from providing appropriate medical care to patients, including in emergency care situations such as heart failure or high blood pressure, premature rupture of membranes, severe obstetric hemorrhage or infection, sepsis, placenta previa (where the placenta attaches to the cervix), and in some cases missed miscarriages, among many other emergency medical conditions: Now, therefore, be it

Resolved, That it is the sense of the Senate that every person has the basic right to emergency health care, including abortion care.

SENATE RESOLUTION 829—DESIGNATING OCTOBER 8, 2024, AS ''NATIONAL HYDROGEN AND FUEL CELL DAY''

Mr. BLUMENTHAL (for himself, Mr. GRAHAM, Mr. MURPHY, and Mr. COONS) submitted the following resolution; which was considered and agreed to:

S. RES. 829

Whereas hydrogen, which has an atomic mass of 1.008, is the most abundant element in the universe;

Whereas the United States is a world leader in the development and deployment of fuel cell and hydrogen technologies;

Whereas hydrogen fuel cells played an instrumental role in the United States space program, helping the United States achieve the mission of landing a man on the Moon;

Whereas private industry, Federal and State governments, national laboratories, and institutions of higher education continue to improve fuel cell and hydrogen technologies to address the most pressing energy, environmental, and economic issues of the United States;

Whereas fuel cells utilizing hydrogen and hydrogen-rich fuels to generate electricity are clean, efficient, safe, and resilient technologies being used for—

(1) stationary and backup power generation; and

(2) zero-emission transportation for light-duty vehicles, industrial vehicles, delivery vans, buses, trucks, trains, military vehicles, marine applications, and aerial vehicles;

Whereas stationary fuel cells are being placed in service for continuous and backup power to provide businesses and other energy consumers with reliable power in the event of grid outages;

Whereas stationary fuel cells can help reduce water use, as compared to traditional power generation technologies;

Whereas fuel cell electric vehicles that utilize hydrogen can mimic the experience of internal combustion vehicles, including comparable range and refueling times;

Whereas hydrogen fuel cell industrial vehicles are deployed at logistical hubs and warehouses across the United States and exported to facilities in Europe and Asia;

Whereas hydrogen is a nontoxic gas that can be derived from a variety of domestically available traditional and renewable resources, including solar, wind, biogas, and the abundant supply of natural gas in the United States;

Whereas hydrogen and fuel cells can store energy to help enhance the grid and maximize opportunities to deploy renewable energy;

Whereas the United States produces and uses approximately 10,000,000 metric tons of hydrogen per year;

Whereas engineers and safety code and standard professionals have developed consensus-based protocols for safe delivery, handling, and use of hydrogen; and

Whereas the ingenuity of the people of the United States is essential to paving the way for the future use of hydrogen technologies: Now, therefore, be it

Resolved, That the Senate designates October 8, 2024, as ''National Hydrogen and Fuel Cell Day''.

AMENDMENTS SUBMITTED AND PROPOSED

SA 3285. Mr. COONS (for himself and Mr. TILLIS) submitted an amendment intended to be proposed by him to the bill S. 4638, to authorize appropriations for fiscal year 2025 for military activities of the Department of Defense, for military construction, and for defense activities of the Department of Energy, to prescribe military personnel strengths for such fiscal year, and for other purposes; which was ordered to lie on the table.

SA 3286. Mr. KELLY submitted an amendment intended to be proposed by him to the bill S. 4638, supra; which was ordered to lie on the table.

SA 3287. Mr. KELLY submitted an amendment intended to be proposed by him to the bill S. 4638, supra; which was ordered to lie on the table.

SA 3288. Ms. HASSAN (for Mr. PETERS) proposed an amendment to the bill S. 1871, to create intergovernmental coordination between State, local, Tribal, and territorial jurisdictions, and the Federal Government to combat United States reliance on the People's Republic of China and other covered countries for critical minerals and rare earth metals, and for other purposes.

TEXT OF AMENDMENTS

SA 3285. Mr. COONS (for himself and Mr. TILLIS) submitted an amendment intended to be proposed by him to the bill S. 4638, to authorize appropriations for fiscal year 2025 for military activities of the Department of Defense, for military construction, and for defense activities of the Department of Energy, to prescribe military personnel strengths for such fiscal year, and for other purposes; which was ordered to lie on the table; as follows:

At the appropriate place, insert the following:

SEC. _____. ADVERSE INFORMATION ABOUT CONSUMERS UNLAWFULLY OR WRONGFULLY DETAINED ABROAD OR HELD HOSTAGE ABROAD.

(a) IN GENERAL.—The Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) is amended by inserting after section 605C the following:

''§ 605D. Adverse information about consumers unlawfully or wrongfully detained abroad or held hostage abroad

''(a) DEFINITIONS.—In this section:

''(1) COVERED CONSUMER.—The term 'covered consumer' means an individual who has been—

''(A) a United States national unlawfully or wrongfully detained abroad, as determined under section 302(a) of the Robert Levinson Hostage Recovery and Hostage-Taking Accountability Act (22 U.S.C. 1741(a)); or

''(B) a United States national taken hostage abroad, as determined by the Hostage Recovery Fusion Cell established by section 304 that Act (22 U.S.C. 1741b).

''(2) DETENTION OR HOSTAGE DOCUMENTATION.—The term 'detention or hostage documentation' means documentation that—

''(A) certifies a consumer is a covered consumer under this section;

''(B) identifies the time period during which the covered consumer was unlawfully or wrongfully detained abroad or held hostage abroad; and

''(C) is authenticated by—

''(i) the Special Presidential Envoy for Hostage Affairs established by section 303 of the Robert Levinson Hostage Recovery and Hostage-Taking Accountability Act (22 U.S.C. 1741a); or

''(ii) the Hostage Recovery Fusion Cell established by section 304 of that Act (22 U.S.C. 1741b).

''(b) ADVERSE INFORMATION.—If a consumer reporting agency described in section 603(p) is able to authenticate detention or hostage documentation provided by a covered consumer, the consumer reporting agency may not furnish a consumer report containing any adverse item of information about the covered consumer dating during the time period the covered consumer was unlawfully or wrongfully detained abroad or held hostage abroad.''.

(b) TECHNICAL AND CONFORMING AMENDMENT.—The table of contents of the Fair Credit Reporting Act is amended by inserting after the item relating to section 605C the following:

''605D. Adverse information about consumers unlawfully or wrongfully detained abroad or held hostage abroad.''.

SA 3286. Mr. KELLY submitted an amendment intended to be proposed by him to the bill S. 4638, to authorize appropriations for fiscal year 2025 for military activities of the Department of Defense, for military construction, and for defense activities of the Department of Energy, to prescribe military personnel strengths for such fiscal year, and for other purposes; which was ordered to lie on the table; as follows:

At the end, add the following:

DIVISION E—YAVAPAI-APACHE NATION WATER RIGHTS SETTLEMENT ACT OF 2024

SEC. 5001. SHORT TITLE.

This division may be cited as the ''Yavapai-Apache Nation Water Rights Settlement Act of 2024''.

SEC. 5002. PURPOSES.

The purposes of this division are—

(1) to resolve, fully and finally, all claims to rights to water, including damages claims related to water, in the State, including in the Verde River Watershed and the Colorado River, of—

(A) the Yavapai-Apache Nation, on behalf of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees);

(B) the United States, acting as trustee for the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees);

(2) to authorize, ratify, and confirm the Yavapai-Apache Nation Water Rights Settlement Agreement, to the extent that agreement is consistent with this division;

(3) to authorize and direct the Secretary to execute and perform the duties and obligations of the Secretary under the Yavapai-Apache Nation Water Rights Settlement Agreement and this division;

(4) to authorize the appropriation of funds necessary to carry out the Yavapai-Apache Nation Water Rights Settlement Agreement and this division; and

(5) to recognize the important cultural, traditional and religious value of the Verde River to the Yavepé (Yavapai) who know the Verde River as Hatayakehela (''big river''), and to the Dilzhé5 (Apache) who know the Verde River as Tú ńlí5?í5?níchoh (''big water flowing''), and to protect the existing flows of the Verde River, including flood flows, as described in the Agreement and this division, on the Yavapai-Apache Reservation, now and in the future.

SEC. 5003. DEFINITIONS.

In this division:

(1) AFY.—The term ''AFY'' means acre-feet per Year.

(2) AGREEMENT.—The term ''Agreement'' means (A) the Yavapai-Apache Nation Water Rights Settlement Agreement dated June 26, 2024; and (B) any amendment or exhibit (including exhibit amendments) to the Agreement that are (i) made in accordance with the Act, or (ii) otherwise approved by the Secretary and the Parties to the Agreement.

(3) ALLOTTEE.—The term ''Allottee'' means (A) an individual Indian holding an undivided fractional beneficial interest in the Dinah Hood Allotment; or (B) an Indian Tribe holding an undivided fractional beneficial interest in the Dinah Hood Allotment.

(4) ARIZONA WATER BANKING AUTHORITY.—The term ''Arizona Water Banking Authority'' means the Arizona Water Banking Authority, formed pursuant to A.R.S. §§ 45-2401 et seq.

(5) AVAILABLE CAP SUPPLY.—The term ''Available CAP Supply'' means for any Year (A) all Fourth Priority River Water available for delivery through the CAP; (B) water available from CAP dams and reservoirs other than the Modified Roosevelt Dam; and (C) return flows captured by the Secretary for CAP use.

(6) BUREAU OF RECLAMATION.—The term ''Bureau of Reclamation'' means the United States Bureau of Reclamation.

(7) CAP OR CENTRAL ARIZONA PROJECT.—The term ''CAP'' or ''Central Arizona Project'' means the reclamation project authorized and constructed by the United States in accordance with Title III of the Colorado River Basin Project Act (43 U.S.C. §1521 et seq.).

(8) CAP CONTRACT.—The term ''CAP Contract'' means a long-term contract (as defined in the CAP Repayment Stipulation) with the United States for delivery of CAP Water through the CAP System.

(9) CAP CONTRACTOR.—

(A) IN GENERAL.—The term ''CAP Contractor'' means a person or entity that has entered into a CAP Contract.

(B) INCLUSION.—The term ''CAP Contractor'' includes the Yavapai-Apache Nation.

(10) CAP FIXED OM&R CHARGE.—The term ''CAP Fixed OM&R Charge'' has the meaning given the term ''Fixed OM&R Charge'' in the CAP Repayment Stipulation.

(11) CAP INDIAN PRIORITY WATER.—The term ''CAP Indian Priority Water'' means water within the Available CAP Supply having an Indian delivery priority.

(12) CAP OPERATING AGENCY.—The term ''CAP Operating Agency'' means—

(A) the 1 or more entities authorized to assume responsibility for the care, operation, maintenance and replacement of the CAP System; and

(B) as of the date of enactment of this division, is CAWCD.

(13) CAP PUMPING ENERGY CHARGE.—The term ''CAP Pumping Energy Charge'' means the term ''Pumping Energy Charge'' in the CAP Repayment Stipulation.

(14) CAP REPAYMENT CONTRACT.—The term ''CAP Repayment Contract'' means—

(A) the contract dated December 1, 1988 (Contract No. 14-06-W-245, Amendment No. 1), between the United States and the Central Arizona Water Conservation District for the Delivery of Water and Repayment of Costs of the CAP; and

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

(15) CAP REPAYMENT STIPULATION.—The term ''CAP Repayment Stipulation'' means the Stipulated Judgment and the Stipulation for Judgment, including any exhibits to those documents, entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action Central Arizona Water Conservation District v. United States, et al., numbered CIV 95-625-TUC-WDB-EHC and CIV 95-1720-PHX-EHC.

(16) CAPSA.—The term ''CAPSA'' means the Central Arizona Project Settlement Act of 2004, Title I of the Arizona Water Settlements Act, P.L. 108-451, 118 Stat. 3478 (2004).

(17) CAP SUBCONTRACT.—The term ''CAP Subcontract'' means a long-term subcontract (as defined in the CAP Repayment Stipulation) with the United States and the Central Arizona Water Conservation District for the delivery of CAP water through the CAP System.

(18) CAP SUBCONTRATOR.—The term ''CAP Subcontractor'' means a person or entity that has entered into a CAP Subcontract.

(19) CAP SYSTEM.—The term ''CAP System'' means—

(A) the Mark Wilmer Pumping Plant;

(B) the Hayden-Rhodes Aqueduct;

(C) the Fannin-McFarland Aqueduct;

(D) the Tucson Aqueduct;

(E) any pumping plant or appurtenant work of a feature described in (A), (B), (C), or (D); and

(F) any extension of, addition to, or replacement of a feature described in Subparagraph (A), (B), (C), (D), or (E).

(20) CAP SYSTEM USE AGREEMENT.—The term ''CAP System Use Agreement'' means that certain Central Arizona Project System Use Agreement dated February 2, 2017, between the United States of America and the Central Arizona Water Conservation District.

(21) CAP WATER.—The term ''CAP Water'' has the meaning given the term ''Project Water'' in the CAP Repayment Stipulation.

(22) CAWCD.—The term ''CAWCD'' means the political subdivision of the State that is the contractor under the CAP Repayment Contract and is the CAP Operating Agency as of the date of enactment of this division.

(23) C.C. CRAGIN DAM AND RESERVOIR.—

(A) IN GENERAL.—The term ''C.C. Cragin Dam and Reservoir'' means—

(i) the C.C. Cragin Dam and Reservoir located on East Clear Creek in Coconino County, Arizona, owned by the United States and operated by the Salt River Project Agricultural Improvement and Power District;

(ii) associated facilities located in Gila and Coconino Counties, Arizona, including pipelines, tunnels, buildings, hydroelectric generating facilities and other structures of every kind; transmission, telephone and fiber optic lines; pumps, machinery, tools and appliances; and

(iii) all real or personal property, appurtenant to or used, or constructed or otherwise acquired to be used, in connection with the C.C. Cragin Dam and Reservoir.

(B) EXCLUSION.—The term ''C.C. Cragin Dam and Reservoir'' does not include the Cragin-Verde Pipeline Project.

(24) COMMISSIONER.—The term ''Commissioner'' means the Commissioner of the Bureau of Reclamation.

(25) CRAGIN CAPITAL COSTS.—The term ''Cragin Capital Costs'' means all costs incurred by SRP for the acquisition and improvement of land, facilities, equipment, and inventories related to the C.C. Cragin Dam and Reservoir, which shall include: labor, overhead, materials, supplies, spare parts, equipment purchase and rental, and transportation. Prior to May 1, 2009, all expenses incurred by SRP are accrued as Cragin Capital Costs excluding capital costs of the SRP-Cragin Pumping System.

(26) CRAGIN O&M COSTS.—The term ''Cragin O&M Costs'' means all costs incurred by SRP for the operation and maintenance of all C.C. Cragin facilities, except for those costs defined as Cragin Capital Costs. Such costs shall include costs for the following items: insurance, inspections, permits, taxes, fees, licenses, contract services, legal services, accounting, travel, environmental compliance, repairs, testing, labor, salaries, overhead, materials, supplies, expenses, equipment, vehicles, energy, fuel, and any cost borne by SRP prior to the assumption of care, operation, and maintenance of the Cragin-Verde Pipeline Project by SRP from the United States pursuant to the 1917 Agreement, excluding O&M Costs and A&G Costs of SRP-Cragin Pumping System as defined in the YAN-SRP Water Delivery and Use Agreement.

(27) CRAGIN-VERDE PIPELINE PROJECT.—The term ''Cragin-Verde Pipeline Project'' means the water infrastructure project under the Tú ńlí5?í5?níchoh Water Infrastructure Project, as described in section 5103(b) of this division, which will deliver water from the C.C. Cragin Dam and Reservoir to the Yavapai-Apache Nation, and to other beneficiaries in accordance with section 5114(a) of this division.

(28) CAP/SRP INTERCONNECTION FACILITY.—The term ''CAP/SRP Interconnection Facility'' means the interconnection facility that connects the Hayden-Rhodes Aqueduct of the CAP System to SRP's water delivery system.

(29) DATE OF SUBSTANTIAL COMPLETION.—The term ''Date of Substantial Completion'' means the date described in section 5103(d).

(30) DEPLETION OR DEPLETE.—The term ''Depletion'' or ''Deplete'' means the amount of Water Diverted less return flows to the Verde River Watershed.

(31) DINAH HOOD ALLOTMENT.—The term ''Dinah Hood Allotment'' means the tract of land allotted pursuant to Section 4 of the General Allotment Act of 1887, 24 Stat. 389, ch. 119 (formerly codified at 25 U.S.C. § 334) that is held in trust by the United States for the benefit of Allottees under patent number 926562, as described and depicted in Exhibit 2.37 to the Agreement.

(32) DIVERSION.—The term ''Diversion'' means an act to Divert.

(33) DIVERT OR DIVERTING.—The term ''Divert'' or ''Diverting'' means to receive, withdraw or develop and produce or capture Water (A) using a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, dam, or any other mechanical device; or (B) by any other human act.

(34) DOMESTIC USE.—The term ''Domestic Use'' means, for purposes of Paragraph 13.0 of the Agreement and section 5108 of this division, a Use of Water serving a residence, or multiple residences up to a maximum of three residential connections, for household purposes with associated irrigation of lawns, gardens or landscape in an amount of not more than one-half acre per residence. Domestic Use does not include the Use of Water delivered to a residence or multiple residences by a city, town, private water company, irrigation provider or special taxing district established pursuant to Title 48, Arizona Revised Statutes.

(35) EFFECTIVE DATE.—The term ''Effective Date'' means the date that the Agreement is signed by all of the Parties, other than the United States.

(36) 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 (B) is available for reuse for any purpose in accordance with applicable law and the Agreement, regardless of whether the water has been treated to improve the quality of the water.

(37) ENFORCEABILITY DATE.—The term ''Enforceability Date'' means the date described in section 5112.

(38) EXCHANGE.—The term ''Exchange'' means a trade between 1 or more persons or entities, of any water for any other water, if each person or entity has a right or claim to use the water the person or entity provides in the trade, regardless of whether the water is traded in equal quantities or other consideration is included in the trade.

(39) FEDERAL LAND.—The term ''Federal Land'' means the land described in section 5201(a)(5).

(40) FOREST SERVICE.—The term ''Forest Service'' means the United States Forest Service.

(41) FOURTH PRIORITY WATER.—The term ''Fourth Priority Water'' means Colorado River water available for delivery within the State for satisfaction of entitlements (A) in accordance with contracts, Secretarial reservations, perfected rights, and other arrangements between the United States and water users in the State entered into or established subsequent to September 30, 1968, for use on Federal, State, or privately owned lands in the State, in a total quantity not to exceed 164,652 AFY of diversions; and (B) after first providing for the delivery of Colorado River water for the CAP System, including for Use on Indian land, under section 304(e) of the Colorado River Basin Project Act (43 U.S.C. 1524(e)), in accordance with the CAP Repayment Contract.

(42) GILA RIVER ADJUDICATION PROCEEDINGS.—The term ''Gila River Adjudication Proceedings'' means the action pending in the Superior Court of the State, in and for the County of Maricopa, In re the General Adjudication of All Rights To Use Water In The Gila River System and Source, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro) (Consolidated).

(43) GILA RIVER ADJUDICATION COURT.—The term ''Gila River Adjudication Court'' means the Superior Court of the State, in and for the County of Maricopa, exercising jurisdiction over the Gila River Adjudication Proceedings.

(44) GROUNDWATER.—The term ''Groundwater'' means all water beneath the surface of the Earth within the State that is not—(A) Surface Water; (B) Effluent; or (C) Colorado River Water.

(45) IMPOUNDMENT.—The term ''Impoundment'' means any human-made permanent body of water on the surface of the Earth, including Stockponds, lakes, Effluent ponds, open-air water storage tanks, irrigation ponds, and gravel pits. For purposes of the Agreement and this division, the term Impoundment does not include recharge basins or swimming pools.

(46) INDIAN TRIBE.—The term ''Indian Tribe'' shall have the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304).

(47) INJURY TO WATER RIGHTS.—

(A) IN GENERAL.—The term ''Injury to Water Rights'' means an interference with, diminution of, or deprivation of Water Rights under Federal, State or other law.

(B) INCLUSION.—The term ''Injury to Water Rights'' includes a change in the Groundwater table and any effect of such a change.

(C) EXCLUSION.—The term ''Injury to Water Rights'' does not include any injury to water quality.

(48) INTERIM PERIOD.—The term ''Interim Period'' means the period beginning on the Effective Date and ending on the Date of Substantial Completion.

(49) LEASE AGREEMENT.—The term ''Lease Agreement'' means any agreement entered into between the Yavapai-Apache Nation, the Secretary, and any other person or entity pursuant to the agreement.

(50) LEASED WATER.—The term ''Leased Water'' means the YAN CAP Water that is leased pursuant to a Lease Agreement.

(51) M&I USE.—The term ''M&I Use'' or ''M&I Uses'' means the Use of Water for domestic, municipal, industrial, and commercial purposes.

(52) MAXIMUM ANNUAL DEPLETION AMOUNT.—The term ''Maximum Annual Depletion Amount'' means the maximum amount of Water Depleted per Year for each Water Right set forth in Subparagraph 4.1 of the Agreement.

(53) MAXIMUM ANNUAL DIVERSION AMOUNT.—The term ''Maximum Annual Diversion Amount'' means the maximum amount of Water Diverted per Year for each Water Right set forth Subparagraph 4.1 the Agreement.

(54) MEMBER.—The term ''Member'' means any person duly enrolled as a member of the Yavapai-Apache Nation.

(55) MUNICIPAL WATER PROVIDER.—The term ''Municipal Water Provider'' means a city, town, private water company, specially designated homeowners association, or any special taxing district established pursuant to Title 48 of the Arizona Revised Statutes that supplies water for M&I Use.

(56) NON-FEDERAL LAND.—The term ''Non-Federal Land'' means the land described in section 5201(a)(4).

(57) OM&R.—The term ''OM&R'' means—(A) any recurring or ongoing activity relating to the day-to-day operation of a project; (B) any activity relating to scheduled or unscheduled maintenance of a project; and (C) any activity relating to replacing a feature of a project.

(58) PARTY.—The term ''Party'' means a person or entity that is a signatory to the Agreement. The participation of the State as a Party shall be as described in Subparagraph 17.5 in the Agreement. The United States' participation as a Party shall be in the capacity as described in Subparagraph 2.80 of the Agreement.

(59) PUBLIC WATER SYSTEM.—The term ''Public Water System'' means a water system that—(A) provides water for human consumption through pipes or other constructed conveyances; and (B) has at least fifteen service connections or regularly serves an average of at least twenty-five persons daily for at least sixty days a year.

(60) REPLACEMENT WELL.—The term ''Replacement Well'' means a well that—(A) is constructed to replace a well in existence on the Effective Date; (B) is located no more than 660 feet from the well being replaced; and (C) has a pumping capacity and case diameter that do not exceed the pumping capacity and case diameter of the well being replaced.

(61) SECRETARY.—The term ''Secretary'' means the Secretary of the United States Department of the Interior or the Secretary's designee.

(62) SRP.—The term ''SRP'' means the Salt River Project Agricultural Improvement and Power District, a political subdivision of the State, and the Salt River Valley Water Users' Association, an Arizona Territorial Corporation.

(63) SRP WATER.—The term ''SRP Water'' means the Water made available in Subparagraph 8.1 of the Agreement, not to exceed an average of 500 AFY, up to maximum of 583.86 acre-feet in any given Year, to be stored in C.C. Cragin Reservoir, without cost to SRP, and delivered for Use on the Reservation, YAN Trust Land, and YAN After-Acquired Trust Land for beneficial purposes.

(64) SRRD.—The term ''SRRD'' means the Salt River Reservoir District as defined on December 31, 2023 in Article IV, Section 3, of the Articles of Incorporation of the Salt River Valley Water Users' Association.

(65) STATE.—The term ''State'' means the State of Arizona.

(66) STOCKPOND.—The term ''Stockpond'' means an on-channel or off-channel impoundment of any size that stores water that is appropriable under Title 45, Arizona Revised Statutes, and that is for the sole purpose of watering livestock and wildlife.

(67) STOCK WATERING USE.—The term ''Stock Watering Use'' means the consumption of water by livestock and wildlife, either: (A) directly from a naturally occurring body of water, such as an undeveloped spring, cienega, seep, bog, lake, depression, sink or stream; or (B) from small facilities, other than a Stockpond, that are served by a Diversion of Water.

(68) SURFACE WATER.—The term ''Surface Water'' means all Water that is appropriable under State law.

(69) TOTAL MAXIMUM ANNUAL DEPLETION AMOUNT.—The term ''Total Maximum Annual Depletion Amount'' means the total of all Maximum Annual Depletion Amounts as described in Subparagraph 4.1 of the Agreement.

(70) TOTAL MAXIMUM ANNUAL DIVERSION AMOUNT.—The term ''Total Maximum Annual Diversion Amount'' means the total of all Maximum Annual Diversion Amounts as described in Subparagraph 4.1 of the Agreement.

(71) TÚ ŃL N CHOH water infrastructure project.—The term ''Tú ńl níchoh Water Infrastructure Project'' means the water infrastructure project including (A) the Cragin-Verde Pipeline Project, as described in section 5103(b), which will deliver Water from the C.C. Cragin Dam and Reservoir to the

Yavapai-Apache Nation and to other beneficiaries in the Verde Valley Watershed; and (B) the YAN Drinking Water System Project, as described in section 5103(c), which will treat and distribute the water delivered from the Cragin-Verde Pipeline Project.

(72) USE.—The term ''Use'' means any beneficial use, including instream flows, recharge, underground storage, recovery or any other use recognized as beneficial under applicable law.

(73) USGS.—The term ''USGS'' means the United States Geological Survey.

(74) VERDE RIVER DECREE.—The term ''Verde River Decree'' means the decree to be entered by the Gila River Adjudication Court adjudicating all rights to water in the Verde River Watershed.

(75) VERDE RIVER SUBFLOW ZONE.—The term ''Verde River Subflow Zone'' means the area in the Verde River Watershed delineated by the Arizona Department of Water Resources as the subflow zone on a map or maps that are approved by the Gila River Adjudication Court.

(76) VERDE RIVER WATER.—The term ''Verde River Water'' means the Water as described in Paragraph 5.0 of the Agreement, whether Diverted from the stream or pumped from a well.

(77) VERDE RIVER WATERSHED.—The term ''Verde River Watershed'' means all lands located within the surface water drainage of the Verde River and its tributaries, depicted on the map attached as Exhibit 2.86 to the Agreement.

(78) WATER.—The term ''Water,'' when used without a modifying adjective, means—(A) Groundwater; (B) Surface Water; (C) Colorado River Water; (D) Effluent; or (E) CAP Water.

(79) WATER RIGHT.—The term ''Water Right'' means any right in or to Groundwater, Surface Water, Colorado River Water, or Effluent under Federal, State, or other law.

(80) YAN AFTER-ACQUIRED TRUST LAND.—The term ''YAN After-Acquired Trust Land'' means lands that is taken into trust by the United States for the benefit of the Yavapai-Apache Nation pursuant to applicable federal law after the Enforceability Date.

(81) YAN AMENDED CAP WATER DELIVERY CONTRACT.—The term ''YAN Amended CAP Water Delivery Contract'' means—(A) the proposed contract between the Yavapai-Apache Nation and the United States attached as Exhibit 6.1 to the Agreement and numbered _____; and any amendments to that contract.

(82) YAN CAP WATER.—The term ''YAN CAP Water'' means CAP Water to which the Yavapai-Apache Nation is entitled pursuant to the Agreement and section 5111 of this division, and as provided in the YAN Amended CAP Water Delivery Contract.

(83) YAN CRAGIN WATER.—The term ''YAN Cragin Water'' means that amount of the water made available in Subparagraph 8.2 of the Agreement, not to exceed an average of 2,910.26 AFY, up to a maximum of 3,394.06 acre-feet in any given Year, to be stored in C.C. Cragin Dam and Reservoir, without cost to SRP, and delivered for Use on the Yavapai-Apache Reservation, YAN Trust Land, and YAN After-Acquired Trust Land for beneficial purposes.

(84) YAN DELIVERY POINT.—The term ''YAN Delivery Point'' means the point or points located at the end of the Cragin-Verde Pipeline Project where Water may be delivered to the YAN or the United States acting as trustee for the YAN pursuant to the YAN-SRP Water Delivery and Use Agreement.

(85) YAN DISTRICTS.—The term ''YAN Districts'' means (A) the Camp Verde District; (B) the Middle Verde District; (C) the Montezuma District; (D) the Clarkdale District; and (E) the Rimrock District, of the Yavapai-Apache Reservation, each of which districts is separately depicted in Exhibits 2.96A, 2.96B, 2.96C, 2.96D and 2.96E to the Agreement, and any additions to a YAN District under applicable law.

(86) YAN DRINKING WATER SYSTEM PROJECT.—The term ''YAN Drinking Water System Project'' or ''Yavapai-Apache Drinking Water System Project'' means the Yavapai-Apache Nation's water treatment and water distribution system project under the Tú ńl níchoh Water Infrastructure Project, as described in section 5103(c) of this division, that will treat and distribute water delivered from the C.C. Cragin Reservoir.

(87) YAN FEE LAND.—The term ''YAN Fee Land'' means land that, as of the Enforceability Date, is: (A) located outside the exterior boundaries of the Yavapai-Apache Reservation; (B) owned in fee by the Yavapai-Apache Nation and has not been taken into trust by the United States for the benefit of the Yavapai-Apache Nation; and (C) described and shown in Exhibit 2.98 to the Agreement.

(88) YAN JUDGMENT.—The term ''YAN Judgment'' means the judgment and decree entered by the Gila River Adjudication Court as described in the Agreement.

(89) YAN LAND.—The term ''YAN Land'' means, collectively, the YAN Reservation, YAN Trust Land and YAN Fee Land.

(90) YAN POINT OF COMPLIANCE.—The term ''YAN Point of Compliance'' means the location of the Verde River proximate to USGS gage number 09504950 identified as the ''Verde River Above Camp Verde'' gage, located at Global Positioning System coordinates 34.6116972, -111.8984306 within the Middle Verde District of the Reservation.

(91) YAN PUMPED WATER.—The term ''YAN Pumped Water'' means the Water pumped from beneath the surface of the Earth, regardless of its legal characterization as appropriable or non-appropriable under Federal, State or other law.

(92) YAN-SRP EXCHANGE AGREEMENT.—The term ''YAN-SRP Exchange Agreement'' means that agreement between the Nation and SRP, as approved by the United States, in the form substantially similar to that attached as Exhibit 6.5 to the Agreement.

(93) YAN-SRP WATER DELIVERY AND USE AGREEMENT OR YAN-SRP WDUA.—The term ''YAN-SRP Water Delivery and Use Agreement'' or ''YAN-SRP WDUA'' means that agreement between the Nation and SRP, as approved by the United States, in the form substantially similar to that attached as Exhibit 10.1 to the Agreement.

(94) YAVAPAI-APACHE NATION, YAN OR NATION.—The term ''Yavapai-Apache Nation'', ''YAN'', or ''Nation'' means the Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 987 (25 U.S.C. 5123).

(95) YAN TRUST LAND.—The term ''YAN Trust Land'' means land that, as of the Enforceability Date, is—(A) located outside the boundaries of the YAN Reservation; (B) held in trust by the United States for the benefit of the YAN; and (C) depicted on the map attached as Exhibit 2.102 to the Agreement.

(96) YAVAPAI-APACHE RESERVATION, YAN RESERVATION OR RESERVATION.—The term ''Yavapai-Apache Reservation'', ''YAN Reservation'' or ''Reservation'' means the land described in section 5110(a).

(97) YEAR.—The term ''Year'' (A) when used in the context of deliveries of YAN Cragin Water and SRP Water pursuant to Paragraph 8.0 of the Agreement, means May 1 through April 30; and (B) in all other instances, the term ''Year'' means a calendar year.

TITLE LI—YAVAPAI-APACHE NATION WATER RIGHTS SETTLEMENT AGREEMENT

SEC. 5101. RATIFICATION AND EXECUTION OF THE YAVAPAI-APACHE NATION WATER RIGHTS SETTLEMENT AGREEMENT.

(a) RATIFICATION.—

(1) IN GENERAL.—Except as modified by this division, and to the extent the Yavapai-Apache Nation Water Rights Settlement Agreement does not conflict with this division, the Agreement is authorized, ratified, and confirmed.

(2) AMENDMENTS.—If an amendment to the Agreement, including an amendment to any exhibit attached to the Agreement requiring the signature or approval of the Secretary, is executed in accordance with this division to make the Agreement consistent with this division, the amendment is authorized, ratified, and confirmed, to the extent the amendment is consistent with this division.

(b) EXECUTION.—

(1) IN GENERAL.—To the extent the Agreement does not conflict with this division, the Secretary shall execute the Agreement, including all exhibits to, or parts of, the Agreement requiring the signature of the Secretary.

(2) MODIFICATIONS.—Nothing in this division prohibits the Secretary from approving any modification to the Agreement, including any Exhibit to the Agreement, that is consistent with this division, 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.

(c) ENVIRONMENTAL COMPLIANCE.—

(1) IN GENERAL.—In implementing the Agreement (including all exhibits to the Agreement requiring the signature of the Secretary) and this division, 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 applicable Federal environmental laws and regulations.

(2) AUTHORIZATIONS.—The Secretary shall—

(A) independently evaluate the documentation prepared and submitted under paragraph (1); and

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

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

(4) COSTS.—Any costs associated with the performance of the compliance and coordination activities under this subsection shall be paid from funds deposited in the Project Fund, subject to the condition that any costs associated with the performance of Federal approval or other review of that compliance work or costs associated with inherently Federal functions shall remain the responsibility of the Secretary.

SEC. 5102. WATER RIGHTS.

(a) CONFIRMATION OF WATER RIGHTS.—

(1) IN GENERAL.—The Water Rights of the Yavapai-Apache Nation as set forth in the Yavapai-Apache Nation Water Rights Settlement Agreement are ratified, confirmed and declared to be valid.

(2) USE.—Any use of Water pursuant to the Water Rights described in paragraph (1) by the Yavapai-Apache Nation shall be subject to the terms and conditions of the Agreement and this division.

(3) CONFLICT.—In the event of a conflict between the Agreement and this division, this division shall control.

(b) WATER RIGHTS TO BE HELD IN TRUST FOR THE YAVAPAI-APACHE NATION.—The United States shall hold the following Water Rights in trust for the benefit of the Yavapai-Apache Nation:

(1) The Water Rights described in Paragraphs 5.0, 6.0, 8.0, 9.0 and 11.0 of the Agreement; and

(2) Any future Water Rights taken into trust pursuant to subsection (f) and (g).

(c) OFF-RESERVATION USE.—Except for Effluent as provided in Subparagraphs 4.15 of the Agreement, YAN CAP Water as provided in Subparagraph 6.0 of the Agreement, and Water that is subject to an Exchange in accordance with State law, the rights to Water set forth in Subparagraph 4.1 of the Agreement may not be sold, leased, transferred or used outside the boundaries of the YAN Reservation, YAN Trust Land, or YAN After-Acquired Trust Land.

(d) FORFEITURE AND ABANDONMENT.—None of the water rights described in subsection (b)(1) shall be subject to loss through nonuse, forfeiture, abandonment, or other operation of law.

(e) YAVAPAI-APACHE NATION CAP WATER.—The Yavapai-Apache Nation shall have the right to divert, use, and store YAN CAP Water in accordance with the Agreement and section 5111 of this division.

(f) WATER RIGHTS HELD IN TRUST FOR YAN AFTER-ACQUIRED TRUST LAND.—As described in Subparagraph 4.13.2.1 of the Agreement, and subject to all valid and existing rights, any Water Rights appurtenant to YAN After-Acquired Trust Land at the time such land is taken into trust by the Secretary shall be held in trust by the United States for the benefit of the Yavapai-Apache Nation.

(g) WATER RIGHTS HELD IN TRUST FOR FUTURE ACQUISITIONS OF WATER RIGHTS.—As described in Subparagraphs 4.14.1 and 4.14.2 of the Agreement, and subject to all valid and existing rights, upon the request of the Yavapai-Apache Nation, and in accordance with applicable Federal law, the Secretary shall accept and take into trust for the benefit of the Yavapai-Apache Nation, any Water Rights severed and transferred to the Reservation, YAN Trust Land, or YAN After-Acquired Trust Land.

SEC. 5103. TÚ ŃL N CHOH WATER INFRASTRUCTURE PROJECT.

(a) IN GENERAL.—The Secretary, acting through the Commissioner, shall plan, design and construct the Tú ńl níchoh Water Infrastructure Project, which shall consist of—

(1) the Cragin-Verde Pipeline Project as described in subsection (b); and

(2) the Yavapai-Apache Nation Drinking Water System Project as described in subsection (c).

(b) CRAGIN-VERDE PIPELINE PROJECT.—

(1) IN GENERAL.—The Secretary, acting through the Commissioner, and without cost to the Salt River Federal Reclamation Project, shall—

(A) Plan, design and construct the Cragin-Verde Pipeline Project as part of the Salt River Federal Reclamation Project; and

(B) Obtain any rights-of-way or other interests in land needed to construct the Cragin-Verde Pipeline Project.

(2) SCOPE.—The scope of the planning, design, and construction activities for the Cragin-Verde Pipeline Project shall be as generally described as Alternative 5A in the document entitled Phase II: Yavapai-Apache Nation Indian Water Rights Settlement, Value Planning Study, Bureau of Reclamation, Interior Region 8, Lower Colorado Basin, as amended.

(3) REQUIREMENTS.—The Cragin-Verde Pipeline Project shall—

(A) be capable of delivering no less than 6,836.92 AFY of water from the C.C. Cragin Dam and Reservoir for Use by the YAN as provided in the Settlement Agreement and this division, and up to an additional 1,912.18 AFY for Use by water users in Yavapai County as provided in section 5114(a)(2);

(B) include all facilities and appurtenant items necessary to divert, store, and deliver water to the YAN Delivery Point on the Yavapai-Apache Reservation; and

(C) to the maximum extent practicable, be designed and constructed to minimize care, operation, and maintenance costs.

(4) TITLE TO FACILITIES.—Title to the Cragin-Verde Pipeline Project shall be held by the United States as part of the Salt River Federal Reclamation Project pursuant to the Reclamation Act of 1902, 43 U.S.C. 371 et seq., as amended.

(5) ASSUMPTION OF AND RESPONSIBILITY FOR CARE, OPERATION, AND MAINTENANCE OF CRAGIN-VERDE PIPELINE PROJECT.—Upon the Date of Substantial Completion, SRP shall assume and be responsible for the care, operation, and maintenance of the Cragin-Verde Pipeline Project pursuant to the contract between the United States and the Salt River Valley Water Users' Association dated September 6, 1917, as amended.

(6) COSTS OF CARE, OPERATION, AND MAINTENANCE TO BE BORNE BY PROJECT BENEFICIARIES.—The costs of the care, operation, and maintenance of the Cragin-Verde Pipeline Project shall not be borne by SRP. Except as provided in Subparagraph 10.10 of the Agreement, the Yavapai-Apache Nation and any other beneficiaries of the Cragin-Verde Pipeline Project shall bear the costs of the care, operation, and maintenance of the Cragin-Verde Pipeline Project on a pro rata basis after the Date of Substantial Completion. Until the Date of Substantial Completion, the costs of care, operation, and maintenance shall be borne by the Secretary.

(7) WITHDRAWAL AND RESERVATION.—

(A) DEFINITIONS.—For purposes of this paragraph (7), the term ''covered land'' means the portion of the National Forest System land determined by the Secretary of the Interior to be necessary for the construction and operation of the Cragin-Verde Pipeline Project as depicted on the map prepared under subparagraph (D).

(B) WITHDRAWAL OF COVERED LAND.—The covered land is permanently withdrawn from—

(i) all forms of entry, appropriation, and disposal under the public land laws;

(ii) location, entry, and patent under the mining laws; and

(iii) operation of the mineral leasing, mineral materials, and geothermal leasing laws.

(C) RESERVATION OF COVERED LAND.—Subject to valid existing rights, the covered land is reserved to the United States, through the Secretary of the Interior, for the exclusive right to use the covered land and interests in the covered land for Bureau of Reclamation purposes to construct the Cragin-Verde Pipeline Project as part of the Salt River Federal Reclamation Project and operated by SRP pursuant to the contract between the United States and the Salt River Valley Water Users' Association dated September 6, 1917, as amended.

(D) MAP OF COVERED LAND.—As soon as practicable after the date of enactment of this division, the Secretary of Interior shall prepare a map depicting the boundary of the covered land which shall be on file and available for public inspection in the appropriate offices of the Forest Service and the Bureau of Reclamation.

(c) YAVAPAI-APACHE NATION DRINKING WATER SYSTEM PROJECT.—

(1) IN GENERAL.—The Secretary, acting through the Commissioner, shall—

(A) plan, design and construct the YAN Drinking Water System Project;

(B) comply with all requirements of section 5101(c)(1); and

(C) obtain any rights-of-way or other interests in land needed to construct the YAN Drinking Water System Project.

(2) SCOPE.—The scope of the planning, design, and construction activities for the YAN Drinking Water System Project shall be as generally described in the document entitled Yavapai-Apache Nation Drinking Water Infrastructure Plan dated July 2024, provided that, the design of the project may be adjusted by mutual agreement of the Secretary and the Yavapai-Apache Nation if the requirements of subsection (c)(3) can be met and the adjustment is not expected to increase the total cost of the project.

(3) REQUIREMENTS.—The YAN Drinking Water System Project shall—

(A) include a surface water treatment facility capable of treating up to 2.25 million gallons of water per day (mgd), with a peak of 3.0 mgd, for water delivered to the YAN Delivery Point from the C.C. Cragin Dam and Reservoir via the Cragin-Verde Pipeline Project, except as otherwise provided for in paragraph (4);

(B) include pipelines, water storage tanks, pump stations, transmission mains and other associated infrastructure necessary for the delivery of the treated water from the surface water treatment facility described in subparagraph (A) to the locations described in the Yavapai-Apache Nation Drinking Water Infrastructure Plan dated July 2024, or as otherwise agreed to by the Nation and the Secretary; and

(C) to the maximum extent practicable, be designed and constructed to minimize care, operation, and maintenance costs.

(4) INCREASE IN CAPACITY AND COST SHARE.—For the water described in section 5114(a), the Secretary is authorized to increase the capacity of the YAN Drinking Water System Project to treat and deliver up to 1.9 mgd, with a peak of 2.5 mgd, for such water delivered to the YAN Delivery Point from the C.C. Cragain Dam and Reservoir via the Cragin-Verde Pipeline Project, provided that—

(A) the Yavapai-Apache Nation and the water user or users described in section 5114(a) agree to terms and conditions for the Nation to treat and distribute the water described in section 5114(a);

(B) the water user or water users located in Yavapai County pay their share of the cost of construction to increase the capacity of the YAN Drinking Water System Project; and payment for such costs are deposited into the YAN Drinking Water System Project Fund Account described in section 5104(c) for use for the purposes described in subsection (c)(1); and

(C) the request to increase the capacity of the YAN Drinking Water System Project and meeting the conditions required of this paragraph (4) will not delay the timely completion of the YAN Drinking Water System Project to accept delivery of water from the Cragin-Verde Pipeline Project to the YAN Delivery Point for the benefit of the Yavapai-Apache Nation.

(5) TITLE TO FACILITIES.—The YAN Drinking Water System Project shall be owned by the United States during construction. Upon the Date of Substantial Completion of the Tú ńl níchoh Water Infrastructure Project described in subsection (a), the Secretary shall transfer title to the YAN Drinking Water System Project to the Yavapai-Apache Nation.

(6) ASSUMPTION OF AND RESPONSIBILITY CARE, OPERATION, AND MAINTENANCE OF THE YAN DRINKING WATER SYSTEM PROJECT.—Upon the Date of Substantial Completion of the

Tú ńl níchoh Water Infrastructure Project described in subsection (a), the Yavapai-Apache Nation shall assume and be responsible for the care, operation, and maintenance of the YAN Drinking Water System Project. Until the Date of Substantial Completion, the costs of care, operation, and maintenance shall be borne by the Secretary.

(7) APPLICABILITY OF ISDEAA.—On receipt of a request of the Yavapai-Apache Nation, and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.), the Secretary shall enter into 1 or more agreements with the Nation to carry out the activities authorized by this subsection.

(8) CONDITION.—As a condition of construction of the YAN Drinking Water System Project authorized by this subsection, the Nation shall authorize, at no cost to the Secretary, the use of all land or interests in land located on the Reservation, YAN Trust Land and YAN After-Acquired Trust Land that the Secretary identifies as necessary for the planning, design, construction, operation and maintenance of the YAN Drinking Water System Project until the transfer of title to the YAN Drinking Water System Project to the Nation pursuant to paragraph (5).

(d) DATE OF SUBSTANTIAL COMPLETION.—The Tú ńl níchoh Water Infrastructure Project shall be deemed substantially complete on the date on which written notice is provided to the Parties by the Bureau of Reclamation that the Cragin-Verde Pipeline Project and the YAN Drinking Water System Project are sufficiently complete to place the projects into service for their intended use (''Date of Substantial Completion'').

SEC. 5104. TÚ ŃL N CHOH WATER INFRASTRUCTURE PROJECT FUND.

(a) ESTABLISHMENT.—The Secretary shall establish a non-trust interest-bearing account to be known as the Tú ńl níchoh Water Infrastructure Project Fund (''Project Fund'') to be managed and distributed by the Secretary, for use by the Secretary for carrying out this division.

(b) ACCOUNTS.—The Secretary shall establish within the Project Fund the following accounts—

(1) the Cragin-Verde Pipeline Account; and

(2) the YAN Drinking Water System Account.

(c) DEPOSITS.—The Secretary shall deposit—

(1) in the Cragin-Verde Pipeline Account, the amounts made available pursuant to section 5107(a)(1)(A); and

(2) in the YAN Drinking Water System Account, the amounts made available pursuant to section 5107(a)(1)(B).

(d) USES.—

(1) CRAGIN-VERDE PIPELINE ACCOUNT.—The Cragin-Verde Pipeline Account shall be used by the Secretary to—

(A) carry out section 5103(b) of this division, including all required environmental compliance under section 5101(c), for the Cragin-Verde Pipeline Project; and

(B) reimburse SRP for the proportional Cragin Capital Costs and Cragin O&M Costs associated with water delivered to the Yavapai-Apache Nation from the C.C. Cragin Dam and Reservoir under Subparagraph 8.6.1 of the Agreement.

(2) YAN DRINKING WATER SYSTEM ACCOUNT.—The YAN Drinking Water System Account shall be used by the Secretary to carry out section 5103(c) of this division, including all required environmental compliance under section 5101(c), for the YAN Drinking Water System Project.

(e) AVAILABILITY OF AMOUNTS.—

(1) IN GENERAL.—Except as provided in paragraph (2), amounts appropriated to and deposited in the Project Fund Accounts under sections 5107(a)(1)(A) and 5107(a)(1)(B) shall not be made available for expenditure until the Enforceability Date.

(2) EXCEPTION.—Of the amounts made available under paragraph (1), $13,000,000 shall be made available before the Enforceability Date for the Bureau of Reclamation to carry out environmental compliance and preliminary design of the Tú ńl níchoh Water Infrastructure Project, subject to the following:

(A) The revision of the Settlement Agreement and exhibits to conform to this division.

(B) Execution by all of the required settlement parties, including the United States, of the conformed Settlement Agreement and exhibits, including the waivers and releases of claims under section 5108.

(f) INTEREST.—In addition to the deposits under subsection (c), any investment earnings, including interest credited to amounts unexpended, are authorized to be appropriated to be used in accordance with the uses described in subsections (d)(1) and (d)(2).

(g) PROJECT EFFICIENCIES.—

(1) If the total cost of the activities described in either section 5103(b) or 5103(c) are less than the amounts authorized to be obligated under sections 5107(a)(1)(A) and 5107(a)(1)(B) to carry out those activities, the Secretary shall deposit the savings into the other account within the Project Fund as described in subsection (b), if such funds are necessary to complete the construction of any component of the Tú ńl níchoh Water Infrastructure Project.

(2) Any funds remaining in the Project Fund at the Date of Substantial Completion shall be deposited in the Yavapai-Apache Nation Water Settlement Trust Fund no later than 60 days after the Date of Substantial Completion. No later than 30 days after the Date of Substantial Completion, the Yavapai-Apache Nation may direct the allocation and amounts for the deposit of such funds to one or more of the accounts described in section 5105(b), but if no timely direction is provided to the Secretary, the Secretary shall deposit the full amount of such funds to the Yavapai-Apache Water Projects Account described in section 5105(b)(2).

SEC. 5105. YAVAPAI-APACHE NATION WATER SETTLEMENT TRUST FUND.

(a) ESTABLISHMENT.—The Secretary shall establish a trust fund for the Yavapai-Apache Nation, to be known as the ''Yavapai-Apache Nation Water Settlement Trust Fund'' (''Trust Fund'') to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Trust Fund under subsection (c), together with any investment earnings, including interest, earned on those amounts for the purpose of carrying out this division.

(b) ACCOUNTS.—The Secretary shall establish in the Trust Fund the following accounts:

(1) The Yavapai-Apache Water Settlement Implementation Account;

(2) The Yavapai-Apache Water Projects Account;

(3) The Yavapai-Apache Wastewater Projects Account;

(4) The Yavapai-Apache OM&R Account; and

(5) The Yavapai-Apache Watershed Rehabilitation and Restoration Account.

(c) DEPOSITS.—The Secretary shall deposit—

(1) in the Yavapai-Apache Water Settlement Implementation Account established under subsection (b)(1), the amounts made available pursuant to subparagraph (A) of section 5107(a)(2);

(2) in the Yavapai-Apache Water Projects Account established under subsection (b)(2), the amounts made available pursuant to subparagraph (B) of section 5107(a)(2);

(3) in the Yavapai-Apache Wastewater Projects Account established under subsection (b)(3), the amounts made available pursuant to subparagraph (C) of section 5107(a)(2);

(4) in the Yavapai-Apache OM&R Account established under subsection (b)(4), the amounts made available pursuant to subparagraph (D) of section 5107(a)(2); and

(5) in the Yavapai-Apache Watershed Rehabilitation and Restoration Account established under subsection (b)(5), the amounts made available pursuant to subparagraph (E) of section 5107(a)(2).

(d) MANAGEMENT AND INTEREST.—

(1) MANAGEMENT.—On receipt and deposit of funds into the Trust Fund pursuant to subsection (b), the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under—

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

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

(C) this subsection.

(2) INVESTMENT EARNINGS.—In addition to the deposits made to the Trust Fund under subsection (b), any investment earnings, including interest, credited to amounts held in the Trust Fund are authorized to be used in accordance with subsection (g).

(e) AVAILABILITY OF AMOUNTS.—Amounts deposited in the Trust Fund (including any investment earnings) shall be made available to the Yavapai-Apache Nation by the Secretary beginning on the Enforceability Date, subject to the requirements of this division.

(f) WITHDRAWALS.—

(1) WITHDRAWALS UNDER THE AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.—

(A) IN GENERAL.—The Yavapai-Apache Nation may withdraw any portion of the amounts in the Trust Fund on approval by the Secretary of a Tribal management plan submitted by the Nation in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(B) REQUIREMENTS.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the Tribal management plan under this subsection shall require that the Yavapai-Apache Nation spend all amounts withdrawn from the Trust Fund and any investment earnings accrued through the investments under the Tribal management plan in accordance with this division.

(C) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary—

(i) to enforce the Tribal management plan;

(ii) to ensure that amounts withdrawn by the Yavapai-Apache Nation from the Trust Fund under this subsection are used in accordance with this division.

(2) EXPENDITURE PLAN.—

(A) IN GENERAL.—The Yavapai-Apache Nation may submit to the Secretary a request to withdraw funds from the Trust Fund pursuant to an approved expenditure plan.

(B) REQUIREMENTS.—To be eligible to withdraw amounts under an expenditure plan under this subparagraph, the Yavapai-Apache Nation shall submit to the Secretary an expenditure plan for any portion of the Trust Fund that the Yavapai-Apache Nation elects to withdraw pursuant to this subparagraph, subject to the condition that the amounts shall be used for the purposes described in this division.

(C) INCLUSIONS.—An expenditure plan under this subparagraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Trust Fund will be used by the Yavapai-Apache Nation in accordance this division.

(D) APPROVAL.—The Secretary shall approve an expenditure plan submitted under clause (ii) if the Secretary determines that the plan—

(i) is reasonable; and

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

(E) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan to ensure that amounts disbursed under this subsection are used in accordance with this division.

(g) USES.—The amounts from the Trust Fund shall be used by the Yavapai-Apache Nation for the following purposes:

(1) THE YAVAPAI-APACHE WATER SETTLEMENT IMPLEMENTATION ACCOUNT.—Amounts in the Yavapai-Apache Water Settlement Implementation Account may only be used for the following purposes—

(A) to pay fees and costs incurred by the Yavapai-Apache Nation for filing and processing any application or obtaining any permit required under Paragraphs 5.0, 8.0, or 11.0 of the Agreement;

(B) to pay costs incurred by the Yavapai-Apache Nation to participate in the planning, preliminary design, and environmental compliance activities for the Cragin-Verde Pipeline Project;

(C) to engage in water management planning to comply with Paragraph 12.0 of the Agreement; and

(D) to pay, reimburse, or retire debt for costs incurred by the Yavapai-Apache Nation after the date of enactment of this division for work under subparagraphs (A), (B) or (C).

(2) THE YAVAPAI-APACHE WATER PROJECTS ACCOUNT.—Amounts in the Yavapai-Apache Water Projects Account may only be used for the following purposes—

(A) environmental compliance, permitting, planning, engineering and design, and construction, including acquisition of any necessary rights-of-way or other interests in land, and any other related activities necessary for the completion of construction for—

(i) expansion of the YAN Drinking Water System Project after the Date of Substantial Completion;

(ii) water infrastructure, and water storage and recovery projects, that facilitate the use or management of the water sources identified in Subparagraph 4.1 of the Agreement;

(iii) the Yavapai-Apache Nation's proportionate share for any joint project with communities in the Verde Valley Watershed that facilitate the use or management of the water sources identified in Subparagraph 4.1 of the Agreement; and

(B) to pay, reimburse, or retire debt for costs incurred by the Yavapai-Apache Nation after the date of enactment of this division for projects under subparagraph (A).

(3) THE YAVAPAI-APACHE WASTEWATER PROJECTS ACCOUNT.—Amounts in the Apache Wastewater Projects Account may only be used for the following purposes—

(A) environmental compliance, planning, permitting, engineering and design, and construction, including acquisition of any necessary rights-of-way or other interests in land, and any other related activities necessary for the completion of construction for—

(i) wastewater infrastructure, and wastewater storage and recovery projects, that facilitate the reuse or management of Effluent;

(ii) the Yavapai-Apache Nation's proportionate share for any joint project or projects with communities in the Verde Valley Watershed that facilitate the reuse or management of Effluent;

(B) to pay, reimburse, or retire debt for costs incurred by the Yavapai-Apache Nation after the date of enactment of this division for projects under subparagraph (A); and

(C) to pay the outstanding debt on the Yavapai-Apache Nation's loan with the Water Infrastructure and Finance Authority of Arizona for the construction of the Middle Verde Water Reclamation Facility (MVWRF) and to reimburse the Yavapai-Apache Nation up to $8,000,000 in additional construction costs related to construction of the MVWRF.

(4) THE YAVAPAI-APACHE OM&R ACCOUNT.—Amounts in the Yavapai-Apache OM&R Account may only be used to pay costs of the following—

(A) OM&R and energy costs for the Tú ńl níchoh Water Infrastructure Project which includes the Cragin-Verde Pipeline Project and the YAN Drinking Water System Project;

(B) OM&R, energy costs, and any other charges assessed to the Yavapai-Apache Nation pursuant to the YAN-SRP Water Delivery and Use Agreement, the YAN-SRP Exchange Agreement, and the YAN Amended CAP Water Delivery Contract; and

(C) OM&R for Yavapai-Apache Nation projects described in subsections (a)(2), (a)(3) and (a)(5).

(5) YAVAPAI-APACHE WATERSHED REHABILITATION AND RESTORATION ACCOUNT.—Amounts in the Yavapai-Apache Watershed Rehabilitation and Restoration Account may only be used for the purpose of environmental compliance, permitting, planning, engineering and design activities, and construction of projects for the protection and restoration of the Verde River Watershed, and any other related activities necessary for the completion of such projects.

(h) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Trust Fund by the Yavapai-Apache Nation under subsection (f).

(i) TITLE TO INFRASTRUCTURE.—Title to, control over, and operation of any project constructed using funds from the Trust Fund, shall remain in the Yavapai-Apache Nation.

(j) NO PER CAPITA DISTRIBUTIONS.—No portion of the Trust Fund shall be distributed on a per capita basis to any Member of the Yavapai-Apache Nation.

(k) EXPENDITURE REPORTS.—The Yavapai-Apache Nation shall annually submit to the Secretary an expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan under this division.

(l) EFFECT.—Nothing in this section gives the Yavapai-Apache Nation the right to judicial review of a determination of the Secretary relating to whether to approve a Tribal management plan under subsection (f)(1) or an expenditure plan under subsection (f)(2) except under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the ''Administrative Procedure Act'').

SEC. 5106. GAGING STATION.

The Secretary, acting through the Director of the USGS, shall continue to maintain and operate the existing USGS gaging station at the YAN Point of Compliance, identified as ''Verde River Above Camp Verde - 09504950,'' within the Middle Verde District of the Yavapai-Apache Reservation, for the purpose of monitoring the instream flow right of the Yavapai-Apache Nation to the Verde River as described in section 5102(b)(1)(A) and Paragraph 11.0 of the Agreement.

SEC. 5107. FUNDING.

(a) MANDATORY APPROPRIATIONS.—Out of any money in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary, to remain available to the Secretary until expended, withdrawn or reverted to the general fund of the Treasury, the following amounts:

(1) Tú ńl níchoh water infrastructure project fund.—

(A) $731,059,000 in the Cragin-Verde Pipeline Account described in section 5104(b)(1); and

(B) $152,490,000 in the YAN Drinking Water System Account described in section 5104(b)(2).

(2) YAVAPAI-APACHE NATION WATER SETTLEMENT TRUST FUND ACCOUNT.—

(A) $300,000 in the Yavapai-Apache Water Settlement Implementation Account described in section 5105(b)(1);

(B) $58,000,000 in the Yavapai-Apache Water Projects Account described in section 5105(b)(2);

(C) $31,000,000 in the Yavapai-Apache Wastewater Projects Account described in section 5105(b)(3);

(D) $66,000,000 in the Yavapai-Apache OM&R Account described in section 5105(b)(4); and

(E) $700,000 in the Yavapai-Apache Watershed Rehabilitation and Restoration Account described in section 5105(b)(5).

(b) TÚ ŃL N CHOH Water Infrastructure Project Additional Authorization.—In addition to the mandatory appropriation made available under subsection (a)(1), there is authorized to be appropriated to the Project Fund such funds as are necessary to complete the construction of the Tú ńl níchoh Water Infrastructure Project, to remain available until expended, withdrawn, or reverted to the general fund of the Treasury.

(c) ADDITIONAL AUTHORIZATIONS.—In general there are authorized to be appropriated—

(1) such sums as necessary for section 5106 of this division; and

(2) such sums as necessary for the care, operation, and maintenance of the Tú ńl níchoh Water Infrastructure Project until the Date of Substantial Completion.

(d) FLUCTUATION IN COSTS.—

(1) PROJECT FUND.—The amounts authorized to be appropriated under subsection (a)(1) shall be—

(A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau of Reclamation Construction Cost Index applicable to the types of construction involved; and

(B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including repricing applicable to the means of construction and current industry standards involved.

(2) TRUST FUND.—The amounts authorized to be appropriated under subsection (a)(2) shall be—

(A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau of Reclamation Construction Cost Index—Composite Trend; and

(B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be

captured by engineering cost indices as determined by the Secretary, including repricing applicable to the means of construction and current industry standards involved.

(3) REPETITION.—The adjustment process under this subsection shall be repeated for each subsequent amount appropriated until the amount authorized, as adjusted, has been appropriated.

(4) REQUIREMENTS FOR ADJUSTMENT PROCESS.—The adjustment process under this subsection shall be repeated for each subsequent amount appropriated for deposit in the Project Fund under subsection (a)(1) and the Trust Fund under subsection (a)(2), until the amount authorized to be appropriated, as so adjusted, has been appropriated.

(5) PERIOD OF INDEXING.—

(A) PROJECT FUND.—With respect to the Project Fund, the period of indexing adjustment for any increment of funding shall be annual until the Tú ńl níchoh Water Infrastructure Project is completed.

(B) TRUST FUND.—With respect to the Yavapai-Apache Nation Water Settlement Trust Fund, the period of indexing adjustment for any increment of funding shall end on the date on which funds are deposited into the Trust Fund.

(e) COMMENCEMENT OF ENVIRONMENTAL COMPLIANCE.—Subject to the requirements of section 5104(e)(2)(A) and (B), effective beginning on the date of deposit of funds in the Project Fund, the Secretary shall commence any planning, design, environmental, cultural, and historical compliance activities necessary to implement the Agreement and this division, including activities necessary to comply with section 5101(c)(1)(A)(B)(C) of this division.

SEC. 5108. WAIVERS, RELEASES AND RETENTIONS OF CLAIMS.

(a) WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS AND INJURY TO WATER RIGHTS BY THE YAVAPAI-APACHE NATION, ON BEHALF OF THE YAVAPAI-APACHE NATION AND THE MEMBERS OF THE YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS ALLOTTEES).—

(1) Except as provided in paragraph (3), the Yavapai-Apache Nation, on behalf of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees), and the United States, acting as trustee for the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees), as part of the performance of the respective obligations of the Yavapai-Apache Nation and the United States under the Agreement and this division, shall execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law for all—

(A) Past, present, and future claims for Water Rights, including rights to Colorado River water, for YAN 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 and, thereafter, forever, that are based on the aboriginal occupancy of land by the Yavapai-Apache Nation, the predecessors of the Yavapai-Apache Nation, the Members of the Yavapai-Apache Nation, or the predecessors of the Members of the Yavapai-Apache Nation;

(C) Past and present claims for Injury to Water Rights, including rights to Colorado River water, for YAN Land, arising from time immemorial through the Enforceability Date;

(D) Past, present, and future claims for Injury to Water Rights, including rights to Colorado River water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land by the Yavapai-Apache Nation, the predecessors of the Yavapai-Apache Nation, the Members of the Yavapai-Apache Nation, or the predecessors of the Members of the Yavapai-Apache Nation;

(E) Claims for Injury to Water Rights, including rights to Colorado River water, arising after the Enforceability Date, for YAN Land, resulting from the off-Reservation Diversion or Use of Water in a manner not in violation of the Agreement or State law; and

(F) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Agreement, any judgment or decree approving or incorporating the Agreement, or this division.

(2) The waiver and release of claims described in paragraph (1) shall be in the form set forth in Exhibit 13.1 to the Agreement and shall take effect on the Enforceability Date.

(3) Notwithstanding the waiver and release of claims described in paragraph (1) and set forth in Exhibit 13.1 to the Agreement, the Yavapai-Apache Nation, acting on behalf of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation, and the United States, acting as trustee for the YAN and the Members of the YAN (but not Members in the capacity of the Members as Allottees), shall retain any right—

(A) subject to Subparagraph 17.9 of the Agreement, to assert claims for injuries to, and seek enforcement of, their rights under the Agreement or this division in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, their rights under any judgment or decree entered by the Gila River Adjudication Court, including the Verde River Decree;

(C) to assert claims for Water Rights or Injury to Water Rights acquired before the Enforceability Date pursuant to Subparagraph 4.14.1 of the Agreement;

(D) to challenge or object to any claims for Water Rights or Injury to Water Rights by or for any Indian tribe, or the United States, acting on behalf of any Indian tribe;

(E) to assert past, present, or future claims for Injury to Water Rights against any Indian tribe, or the United States, acting on behalf of any Indian tribe;

(F) to assert claims for Injury to Water Rights arising after the Enforceability Date for YAN Land resulting from any off-Reservation Diversion of Surface Water within the Verde River Watershed, other than from a well, if the Diversion or Use of Surface Water was first initiated after the Effective Date and was not the subject of a permit to appropriate Surface Water issued by the Arizona Department of Water Resources before the Effective Date; and

(G) to assert claims for Injury to Water Rights arising after the Enforceability Date for YAN Land resulting from any off-Reservation Diversion or Use of Water from a well, if—

(i) the Water is determined by the Gila River Adjudication Court to be Surface Water; and

(ii) the well is located within the Verde River Watershed above USGS Gage No. 09506000 identified as ''Verde River near Camp Verde, AZ''; and

(iii) the well was constructed after the Effective Date; and

(iv) the well is not:

(I) a Replacement Well; or

(II) a new point of Diversion for a Surface Water Use predating the Effective Date; or

(III) operated by a Municipal Water Provider pursuant to an agreement with the Yavapai-Apache Nation under Subparagraph 16.1.2 of the Agreement; or

(IV) constructed for Domestic Use or Stock Watering Use; or

(V) constructed to supply a Stockpond with a capacity not to exceed 4 acre-feet; or

(VI) used by a city or town in the Prescott active management area to:

(aa) withdraw Underground Water from land located in the Big Chino sub-basin of the Verde River groundwater basin that has historically irrigated acres for transportation to an adjacent initial active management area under the criteria set forth in A.R.S. §45-555(A)-(D), as that statute exists as of the Effective Date, a copy of which is attached as Exhibit 13.1.3 to the Agreement; or

(bb) withdraw and transport 8,068 AFY of Underground Water from the Big Chino subbasin of the Verde River groundwater basin to the Prescott active management area pursuant to the criteria set forth in A.R.S. §45-555(E) and (G), as that statute exists as of the Effective Date, a copy of which is attached as Exhibit 13.1.3 to the Agreement; or

(cc) withdraw and transport Underground Water from land located in the Big Chino sub-basin of the Verde River groundwater basin to the Prescott active management area to meet the additional needs of an Indian tribe in the Prescott active management area pursuant to a federally-approved Indian water rights settlement under A.R.S §45-555(G) and (F), as that statute exists as of the Effective date, a copy of which is attached as Exhibit 13.1.3 to the Agreement.

(VII) providing a source of supply for an M&I Use for a Municipal Water Provider or a Public Water System (that does not have an agreement with the YAN pursuant to subparagraph 16.1.2 of the Agreement) that meets all of the following conditions:

(aa) The well is located outside the lateral limits of the Verde River Subflow Zone.

(bb) All buildings constructed after the well is drilled that are served by the Municipal Water Provider or Public Water System have WaterSense Labeled Fixtures, or fixtures that are equivalent to or exceed WaterSense specifications for water efficiency and performance as set forth in Exhibit 2.90 to the Agreement.

(cc) The Municipal Water Provider or Public Water System uses its best efforts to ensure that all outdoor landscaping installed after the well is drilled that is served by the Municipal Water Provider or Public Water System uses only native or drought tolerant plants, except as provided for in item (dd).

(dd) All turf or other landscape areas not using native or drought tolerant plants, including for schools, parks, cemeteries, golf courses, or common areas, installed after the well is drilled are, to the extent permitted by State law, prohibited by the Municipal Water Provider or Public Water System unless the plants are 100% served with Effluent, greywater, harvested rainwater, or some combination thereof.

(ee) Ornamental water features (except swimming pools), ponds, and lakes constructed after the well is drilled are, to the extent permitted by State law, prohibited by the Municipal Water Provider or Public Water System unless the features, ponds, and lakes are 100% served with Effluent, greywater, harvested rainwater, or some combination thereof.

(b) WAIVER, RELEASE, AND RETENTION OF CLAIMS FOR WATER RIGHTS AND INJURY TO

WATER RIGHTS BY THE YAVAPAI-APACHE NATION, ON BEHALF OF THE YAVAPAI-APACHE NATION AND THE MEMBERS OF THE YAVAPAI-APACHE NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS ALLOTTEES), AGAINST THE UNITED STATES.—

(1) Except as provided in paragraph (3), the Yavapai-Apache Nation, acting on behalf of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees), as part of the performance of the obligations of the Yavapai-Apache Nation under the Agreement and this division, shall execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, under Federal, State, or other law for all—

(A) Past, present, and future claims for Water Rights, including rights to Colorado River water, for YAN 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 and, thereafter, forever, that are based on the aboriginal occupancy of land by the Yavapai-Apache Nation, the predecessors of the Yavapai-Apache Nation, the Members of the Yavapai-Apache Nation, or the predecessors of the members of the Yavapai-Apache Nation;

(C) Past and present claims relating in any manner to damage, losses, or injury to land or other resources due to loss of Water or Water Rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of Water or Water Rights, claims relating to interference with, Diversion, or taking of Water, or claims relating to the failure to protect, acquire, or develop Water, Water Rights, or Water infrastructure) within the State that first accrued at any time prior to the Enforceability Date;

(D) Past and present claims for Injury to Water Rights, including rights to Colorado River water, for YAN Land, arising from time immemorial through the Enforceability Date;

(E) Past, present, and future claims for Injury to Water Rights, including rights to Colorado River water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land by the Yavapai-Apache Nation, the predecessors of the Yavapai-Apache Nation, the Members of the Yavapai-Apache Nation, or the predecessors of the members of the Yavapai-Apache Nation;

(F) Claims for Injury to Water Rights, including injury to rights to Colorado River water, arising after the Enforceability Date for YAN Land, resulting from the off-Reservation Diversion or Use of Water in a manner not in violation of the Agreement or State law; and

(G) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Agreement, any judgment or decree approving or incorporating the Agreement, or this division.

(2) The waiver and release of claims described in paragraph (1) shall be in the form set forth in Exhibit 13.2 to the Agreement and shall take effect on the Enforceability Date.

(3) Notwithstanding the waiver and release of claims described in paragraph (1) and set forth in Exhibit 13.2 to the Agreement, the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees) shall retain any right—

(A) subject to Subparagraph 17.9 of the Agreement, to assert claims for injuries to, and seek enforcement of, their rights under the Agreement or this division in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, their rights under any judgment or decree entered by the Gila River Adjudication Court, including the Verde River Decree;

(C) to assert claims for Water Rights or Injury to Water Rights acquired before the Enforceability Date pursuant to Subparagraph 4.14.1 of the Agreement;

(D) to challenge or object to any claims for Water Rights or Injury to Water Rights by or for any Indian Tribe or the United States, acting on behalf of any Indian Tribe;

(E) to assert past, present, or future claims for Injury to Water Rights against any Indian Tribe or the United States, acting on behalf of any Indian Tribe;

(F) to assert claims for Injury to Water Rights arising after the Enforceability Date for YAN Land resulting from any off-Reservation Diversion of Surface Water within the Verde River Watershed, other than from a well, if the Diversion or Use of Surface Water was first initiated after the Effective Date and was not the subject of a permit to appropriate Surface Water issued by the Arizona Department of Water Resources before the Effective Date; and

(G) to assert claims for Injury to Water Rights arising after the Enforceability Date for YAN Land resulting from any off-Reservation Diversion or Use of Water from a well, if—

(i) the Water is determined by the Gila River Adjudication Court to be Surface Water; and

(ii) the well is located within the Verde River Watershed above Gage No. 09506000, Verde River near Camp Verde, AZ; and

(iii) the well was constructed after the Effective Date; and

(iv) the well is not:

(I) a Replacement Well; or

(II) a new point of Diversion for a Surface Water Use predating the Effective Date; or

(III) operated by a Municipal Water Provider pursuant to an agreement with the Yavapai-Apache Nation under Subparagraph 16.1.2 of the Agreement; or

(IV) constructed for Domestic Use or Stock Watering Use; or

(V) constructed to supply a Stockpond with a capacity not to exceed 4 acre-feet.

(c) WAIVER, RELEASE AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE YAVAPAI-APACHE NATION) AGAINST THE YAVAPAI-APACHE NATION AND THE MEMBERS OF THE YAVAPAI-APACHE NATION.—

(1) Except as provided in paragraph (3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Yavapai-Apache Nation), as part of the performance of the obligations of the United States under the Agreement and this division, shall execute a waiver and release of all claims against the Yavapai-Apache Nation, the Members of the Yavapai-Apache Nation, or any agency, official, or employee of the Yavapai-Apache Nation, under Federal, State, or any other law for all—

(A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River water, resulting from the Diversion or Use of Water on YAN Land arising from time immemorial through the Enforceability Date;

(B) Claims for Injury to Water Rights, including injury to rights to Colorado River water, arising after the Enforceability Date, resulting from the Diversion or Use of Water on YAN Land in a manner that is not in violation of the Agreement or State law; and

(C) Past, present, and future claims arising out of, or related in any manner to, the negotiation, execution, or adoption of the Agreement, any judgment or decree approving or incorporating the Agreement, or this division.

(2) The waiver and release of claims described in paragraph (1) shall be in the form set forth in Exhibit 13.3 to the Agreement and shall take effect on the Enforceability Date.

(3) Notwithstanding the waiver and release of claims described in paragraph (1) and set forth in Exhibit 13.3 to the Agreement, the United States shall retain any right to assert any claim not expressly waived in accordance with that paragraph and that exhibit.

(d) NO EFFECT ON ACTIONS RELATING TO HEALTH, SAFETY OR ENVIRONMENT.—Nothing in the Agreement or this division affects any right of the United States or the Yavapai-Apache Nation on behalf of the Yavapai-Apache Nation, or on behalf of the Members of the Yavapai-Apache Nation, to take any action authorized by law relating to health, safety, or the environment, including—

(1) The Federal Water Pollution Control Act, commonly known as ''the Clean Water Act'', (33 U.S.C.1251 et seq.);

(2) The Safe Drinking Water Act (42 U.S.C. 300f et seq.).

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

(4) any regulations implementing the Acts described in subsection (d)(1), (d)(2) or (d)(3).

SEC. 5109. SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS; EFFECT ON MEMBERS OF THE YAVAPAI-APACHE NATION AND DINAH HOOD ALLOTMENT.

(a) IN GENERAL.—The benefits provided under the Agreement and this division shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees) against the parties to the Agreement, including the United States, that is waived and released by the Yavapai-Apache Nation acting on behalf of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees) pursuant to sections 5108(a) and 5108(b) of this division and Subparagraphs 13.1 and 13.2 to the Agreement.

(b) ENTITLEMENTS.—Any entitlement to Water of the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees) or the United States acting in the capacity of the United States as trustee for the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees), for YAN Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the Agreement or this division to or for the Yavapai-Apache Nation, the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees), and the United States, acting in the capacity of the United States as trustee for the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees).

(c) SAVINGS PROVISION.—Notwithstanding subsections (a) and (b), nothing in the Agreement or this division—

(1) recognizes or establishes any right of a Member of the Yavapai-Apache Nation to Water on YAN Land; or

(2) prohibits the Yavapai-Apache Nation from acquiring additional Water Rights by

purchase or donation of land, credits, or Water Rights.

(d) EFFECT ON MEMBERS OF THE YAVAPAI-APACHE NATION.—Except as provided in subsections (a) and (b) and sections 5108(a) and 5108(b), the Agreement and this division shall not affect any rights of any Member of the Yavapai-Apache Nation to water for land outside of YAN Land.

(e) EFFECT ON DINAH HOOD ALLOTMENT.—

(1) IN GENERAL.—

(A) Nothing in the Agreement and this division quantifies or diminishes any Water Right, or any claim or entitlement to Water for the Dinah Hood Allotment; or

(B) precludes beneficial owners of the Dinah Hood Allotment, or the United States, acting in its capacity as trustee for beneficial owners of the Dinah Hood allotment, from making claims for Water Rights in Arizona. To the extent authorized by applicable law, beneficial owners of the Dinah Hood Allotment, or the United States, acting in its capacity as trustee for beneficial owners of the Dinah Hood allotment, may make claims to, and may be adjudicated, individual Water Rights in Arizona.

(2) EXCEPTION.—Notwithstanding paragraph (1), the Yavapai-Apache Nation, in its capacity as a holder of a beneficial real property interest in the Dinah Hood Allotment, shall not object to, challenge or dispute the claims of Water users to Water from the Verde River Watershed, in the Gila River Adjudication Proceedings or in any other judicial or administrative proceeding.

SEC. 5110. TRUST LAND.

(a) YAVAPAI-APACHE RESERVATION.—The Yavapai-Apache Reservation includes—

(1) the land located within the exterior boundaries of the Yavapai-Apache Reservation as described and depicted in Exhibits 2.96A through E and Exhibit 2.102 to the Agreement, as documented by the Department Interior Division of Land Titles and Records Office;

(2) the land added to the Reservation pursuant to subsection (b);

(3) the land added to the Reservation pursuant to section 5201(c); and

(4) land that, as of the Enforceability Date, has been added to the Reservation pursuant to Federal law.

(b) LAND TO BE TAKEN INTO TRUST.—

(1) IN GENERAL.—Within thirty (30) days of enactment of this division, the Secretary is authorized and directed to accept the transfer of title to the land shown on the maps in Exhibits 2.98A and 2.98B to the Agreement, as identified in subparagraphs (A), (B), (C), (D), (E), (F), and (G) and to hold such land in trust for the benefit of the Yavapai-Apache Nation.

(A) OTTER WATERS.—A tract of land located in Section 33, Township 15 North, Range 4 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in instrument number 2023-0005245 recorded on February 3, 2023 in the records of the Yavapai County Recorder.

(B) CEMETERY PROPERTY.—A tract of land located in the East half of the Northeast quarter of Section 11, Township 14 North, Range 4 East, Gila and Salt River Meridian, Yavapai County, Arizona, as described in instrument number 2023-0025892 recorded on June 15, 2023 in the records of the Yavapai County Recorder.

(C) BROWN PROPERTY.—

(i) PARCEL 1.—A tract of land located in the Southwest quarter of the Southwest quarter of Section 2, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in instrument number 2021-0087445 recorded on December 9, 2021 in the records of the Yavapai County Recorder.

(ii) PARCEL 2.—A tract of land located in the Southwest quarter of the Southwest quarter of Section 2 and the Northwest quarter of the Northwest quarter of Section 11, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in instrument number 2021-0087445 recorded on December 9, 2021 in the records of the Yavapai County Recorder.

(D) DISTANTCE DRUMS RV PARK PROPERTY.—

(i) PARCEL 1.—A tract of land as recorded in Book 3627, Page 782, Records of Yavapai County, located in a portion of Government Lots 10 and 11 of Section 7 and Government Lots 13 and 14 of Section 18, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in Book 4332, Page 281 recorded on November 7, 2005 in the records of the Yavapai County Recorder.

(ii) PARCEL 2.—A tract of land located in a portion of Government Lot 12 of Section 7, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in Book 4332, Page 281 recorded on November 7, 2005 in the records of the Yavapai County Recorder.

(iii) PARCEL 3.—A tract of land located in Section 7, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in Book 4332, Page 281 recorded on November 7, 2005 in the records of the Yavapai County Recorder.

(E) SONIC/CHEVRON PROPERTY.—

(i) PARCEL 1.—A tract of land located in that part of Lot 13, Section 18, Township 14, North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that parcel of land described in Book 3068, Page 519 in the Office of the Yavapai County Recorder, as described in Book 4115, Page 876 recorded on February 2, 2004 in the records of the Yavapai County Recorder.

(ii) PARCEL 2.—A tract of land located in that part of Lot 13, Section 18, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that parcel of land described in Book 3068, Page 519 in the Office of the Yavapai County Recorder, as described in Book 4115, Page 876 recorded on February 2, 2004 in the records of the Yavapai County Recorder.

(iii) PARCEL 3.—A tract of land located in that part of Lot 13, Section 18, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that parcel of land described in Book 3068, Page 519 in the office of the Yavapai County Recorder, as described in Book 4115, Page 888 recorded on February 2, 2004 in the records of the Yavapai County Recorder.

(F) ARENA DEL LOMA PROPERTY.—

(i) PARCEL 1.—A tract of land located in Section 19, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in instrument number 2020-0044727 recorded on August 7, 2020 in the records of the Yavapai County Recorder.

(ii) PARCEL 2.—A tract of land located in Section 19, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, lying within South Middle Verde Road (Arena Del Loma Road) as abandoned by Town of Camp Verde, as shown on plat of record in Book 198 of Maps, Page 51, records of Yavapai County, Arizona, as described in instrument number 2020-0044727 recorded on August 7, 2020 in the records of the Yavapai County Recorder.

(iii) PARCEL 3.—A tract of land located in the Northeast quarter of Section 19, Township 14 North, Range 5 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that parcel described in Book 4227, page 525 Record Source #1 (R1), records of the Yavapai County Recorder's Office, as described in instrument number 2022-0059695 recorded on October 6, 2022 in the records of the Yavapai County Recorder.

(G) GIANT'S GRAVE PROPERTY.—

(i) PARCEL 1.—A tract of land located in the Northeast quarter of the Southwest quarter of Section 19, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in Book 3319, Page 620, instrument number 9667800 recorded on November 27, 1996 in the records of the Yavapai County Recorder.

(ii) PARCEL 2.—A tract of land located in the South half of the South half of Section 19 and in the Northeast quarter of the Northwest quarter of Section 30, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, as described in Book 3319, Page 620, instrument number 9667800 recorded on November 27, 1996 in the records of the Yavapai County Recorder.

(iii) PARCEL 3.—A tract of land 20 feet in width and more or less 178 feet in length located in the South ½ of Section 19, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that certain parcel of land described in Book 3568, Page 18, Official Records recorded in the Yavapai County Recorder's Office, Yavapai County, Arizona, as described in instrument number 2022-0036985 recorded on June 15, 2022 in the records of the Yavapai County Recorder.

(2) RESERVATION STATUS.—The land taken into trust under paragraph (1) shall be a part of the Yavapai-Apache Reservation and administered in accordance with the laws and regulations generally applicable to the land held in trust by the United States for an Indian Tribe.

(3) VALID EXISTING RIGHTS.—The land taken into trust under paragraph (1) shall be subject to valid existing rights, including easements, rights-of-way, contracts, and managements agreements.

(4) LIMITATIONS.—Nothing in this subsection affects any right or claim of the Yavapai-Apache Nation to any land or interest in land in existence before the date of enactment of this division.

(5) LAND DESCRIPTIONS.—The Secretary may correct, by mutual agreement with the Yavapai-Apache Nation, any errors in the land descriptions of the land conveyed to the Secretary pursuant to this subsection and section 5201(b).

(6) CONFLICT.—If there is a conflict between a map and a description of land in this division, the map shall control unless the Secretary and the Yavapai-Apache Nation mutually agree otherwise.

SEC. 5111. YAVAPAI-APACHE NATION CAP WATER.

(a) YAVAPAI-APACHE NATION AMENDED CAP WATER DELIVERY CONTRACT.—

(1) IN GENERAL.—In accordance with the Yavapai-Apache Nation Water Rights Settlement Agreement and the requirements described in paragraph (2), the Secretary shall enter into the YAN Amended CAP Water Delivery Contract.

(2) REQUIREMENTS.—The requirements referred to in paragraph (1) are the following:

(A) IN GENERAL.—The YAN Amended CAP Water Delivery Contract shall—

(i) be for permanent service (as that term is used in section 5 of the Boulder Canyon Project Act (43 U.S.C. 617d));

(ii) take effect on the Enforceability Date; and

(iii) be without limit as to term.

(B) YAN CAP WATER.—

(i) IN GENERAL.—The YAN CAP water may be delivered for use in the State through—

(I) any project authorized under this division; or

(II) the CAP System.

(C) CONTRACTUAL DELIVERY.—The Secretary shall deliver the YAN CAP water to Yavapai-Apache Nation in accordance with the terms and conditions of the YAN Amended CAP Water Delivery Contract .

(D) DELIVERY OF CAP INDIAN PRIORITY WATER.—

(i) IN GENERAL.—If a time of shortage exists, as that term is described in the YAN Amended CAP Water Delivery Contract, the amount of CAP Indian Priority Water available to the YAN in such Year shall be computed in accordance with subsection 5.8 of the YAN Amended CAP Repayment Contract.

(E) LEASES AND EXCHANGES OF YAVAPAI-APACHE NATION CAP WATER.—On or after the date on which the YAN Amended CAP Water Delivery Contract becomes effective, the Yavapai-Apache Nation may, with the approval of the Secretary, enter into contracts or options to lease or to exchange YAN CAP Water in Coconino, Gila, Maricopa, Pinal, Pima, and Yavapai counties, Arizona, providing for the temporary delivery to any individual or entity of any portion of the YAN CAP Water.

(F) TERMS OF LEASES AND EXCHANGES.—

(i) LEASING.—Contracts or options to lease under subparagraph (E) shall be for a term of not more than 100 years.

(ii) EXCHANGES.—Contracts or options to exchange under subparagraph (E) shall be for the term provided for in the contract or option, as applicable.

(iii) RENEGOTIATION.—The YAN may, with the approval of the Secretary, renegotiate any lease described in subparagraph (E), at any time during the term of the lease, if the term of the renegotiated lease does not exceed 100 years.

(G) PROHIBITION ON PERMANENT ALIENATION.—No YAN CAP Water may be permanently alienated.

(H) ENTITLEMENT TO LEASE AND EXCHANGE FUNDS; OBLIGATIONS OF THE UNITED STATES.—

(i) ENTITLEMENT.—

(I) IN GENERAL.—The Yavapai-Apache Nation shall be entitled to all consideration due to the Yavapai-Apache Nation under any contract to lease, option to lease, contract to exchange, or option to exchange the YAN CAP Water entered into by the Yavapai-Apache Nation.

(II) EXCLUSION.—The United States shall not, in any capacity, be entitled to the consideration described in subclause (I).

(ii) OBLIGATIONS OF THE UNITED STATES.—The United States shall not, in any capacity, have any trust or other obligation to monitor, administer, or account for, in any manner, any funds received by the Yavapai-Apache Nation as consideration under any contract to lease, option to lease, contract to exchange, or option to exchange the YAN CAP Water entered into by Yavapai-Apache Nation, except in a case in which the Yavapai-Apache Nation deposits the proceeds of any lease, option to lease, contract to exchange, or option to exchange into an account held in trust for the Yavapai-Apache Nation by the United States.

(I) WATER USE AND STORAGE.—

(i) IN GENERAL.—The Yavapai-Apache Nation may use YAN CAP Water on or off the YAN Reservation.

(ii) STORAGE.—The Yavapai-Apache Nation, in accordance with State law, may store YAN CAP Water at 1 or more underground storage facilities or groundwater savings facilities.

(iii) ASSIGNMENT.—The Yavapai-Apache Nation may, without the approval of the Secretary, sell, transfer, or assign any long-term storage credits accrued as a result of storage described in clause (ii).

(J) USE OUTSIDE STATE.—The Yavapai-Apache Nation may not use, lease, exchange, forbear, or otherwise transfer any YAN CAP Water for use directly or indirectly outside the State.

(K) CAP FIXED OM&R CHARGES.—

(i) IN GENERAL.—The CAP Operating Agency shall be paid the CAP Fixed OM&R charges associated with the delivery of all YAN CAP Water.

(ii) PAYMENT OF CHARGES.—Except as provided in subparagraph (N), all CAP Fixed OM&R charges associated with the delivery of YAN CAP Water to the Yavapai-Apache Nation shall be paid by—

(I) the Secretary, pursuant to section 403(f)(2)(A) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(A)), subject to the condition that funds for that payment are available in the Lower Colorado River Basin Development Fund; and

(II) if the funds described in subclause (I) become unavailable, the Yavapai-Apache Nation.

(L) CAP PUMPING ENERGY CHARGES.—

(i) IN GENERAL.—The CAP Operating Agency shall be paid the CAP Pumping Energy Charge associated with the delivery of YAN CAP Water only in cases in which the CAP System is used for the delivery of that water.

(ii) PAYMENT OF CHARGES.—Except for CAP Water not delivered through the CAP System, which does not incur a CAP Pumping Energy Charge, or water delivered to other persons as described in subparagraph (N), any applicable CAP Pumping Energy Charge associated with the delivery of the YAN CAP Water shall be paid by the Yavapai-Apache Nation.

(M) WAIVER OF PROPERTY TAX EQUIVALENCY PAYMENTS.—No property tax or in-lieu property tax equivalency shall be due or payable by the Yavapai-Apache Nation for the delivery of CAP Water or for the storage of CAP Water in an underground storage facility or groundwater savings facility.

(N) LESSEE RESPONSIBILITY FOR CHARGES.—

(i) IN GENERAL.—Any lease or option to lease providing for the temporary delivery to other persons of any YAN CAP Water shall require the lessee to pay to the CAP Operating Agency the CAP Fixed OM&R Charge and the CAP Pumping Energy Charge associated with the delivery of the leased water.

(ii) NO RESPONSIBILITY FOR PAYMENT.—Neither the Yavapai-Apache Nation nor the United States in any capacity shall be responsible for the payment of any charges associated with the delivery of the YAN CAP Water leased to other persons.

(O) ADVANCE PAYMENT.—No YAN CAP Water shall be delivered unless the CAP Fixed OM&R Charge and any applicable CAP Pumping Energy Charge associated with the delivery of that water have been paid in advance.

(P) CALCULATION.—The charges for delivery of YAN CAP Water pursuant to the Yavapai-Apache Nation Amended CAP Water Delivery Contract shall be calculated in accordance with the CAP Repayment Stipulation.

(Q) CAP REPAYMENT.—For purposes of determining the allocation and repayment of costs of any stages of the CAP System constructed after November 21, 2007, the costs associated with the delivery of YAN CAP Water, whether such water is delivered for use by the Yavapai-Apache Nation, or in accordance with any assignment, exchange, lease, option to lease, or other agreement for the temporary disposition of YAN CAP Water entered into by the YAN, shall be—

(i) nonreimbursable; and

(ii) excluded from the repayment obligation of the Central Arizona Water Conservation District.

(R) NONREIMBURSABLE CAP CONSTRUCTION COSTS.—

(i) IN GENERAL.—With respect to the costs associated with the construction of the CAP System allocable to the Yavapai-Apache Nation—

(I) the costs shall be nonreimbursable; and

(II) the Yavapai-Apache Nation shall have no repayment obligation for the costs.

(ii) CAPITAL CHARGES.—No CAP water service capital charges shall be due or payable for the YAN CAP Water, regardless of whether the YAN CAP Water is delivered—

(I) for use by the Yavapai-Apache Nation; or

(II) under any lease, option to lease, exchange, or option to exchange entered into by the Yavapai-Apache Nation.

SEC. 5112. ENFORCEABILITY DATE.

(a) IN GENERAL.—The Agreement, including the waivers and releases of claims described in section 5108, shall take effect and be fully enforceable on the date on which the Secretary publishes in the Federal Register a statement of findings that—

(1) to the extent the Agreement conflicts with this division—

(A) the Agreement has been revised through an amendment to eliminate the conflict; and

(B) the revised Agreement, including any exhibit requiring amendment or execution by any party to the Agreement, has been executed by all required parties;

(2) the waivers, releases and retentions of claims described in paragraph 13.0 of the Agreement and in section 5108 of this division have been executed by the Yavapai-Apache Nation, the United States, and the other parties to the Agreement;

(3) the full amount described in section 5107(a)(1)(A), as adjusted by section 5107(d)(1), has been deposited into the Cragin-Verde Pipeline Account of the Tú ńl níchoh Water Infrastructure Project Fund;

(4) the full amount described in section 5107(a)(1)(B), as adjusted by section 5107(d)(1), has been deposited into the YAN Drinking Water System Account of the Tú ńl níchoh Water Infrastructure Project Fund;

(5) the full amounts described in sections 5107(a)(2)(A), (B), (C), (D) and (E), as adjusted by section 5107(d)(2), have been deposited into the Trust Fund;

(6) the Arizona Department of Water Resources has conditionally approved the severance and transfer of the right of SRP to the diversion and beneficial use of water under Arizona Department of Water Rights Certificate of Water Right No. 3696.0002 as described in Paragraph 8.0 of the Agreement, in an amount not to exceed an average of 3,410.26 AFY, up to a maximum of 3,977.92 acre-feet in any given Year, to the Nation and the United States in its capacity as trustee for the Nation, and has issued a conditional certificate of water right to the Nation and the United States in its capacity as trustee for the Nation, to become effective on the Enforceability Date;

(7) the changes in places of use and points of diversion for the surface water rights to the Verde River as described in Subparagraph 5.4 of the Agreement have been conditionally approved, to become effective on the Enforceability Date, provided that the YAN, in its sole discretion, may waive this condition;

(8) the Gila River Adjudication Court has included the water right for instream flow for the Nation and the United States as trustee for the Nation, as described in Subparagraphs 11.2 and 11.3 of the YAN Judgment, which substantially conforms to the

attributes described in Exhibit 11.1B to the Agreement, provided that the Nation, in its sole discretion, may waive this condition;

(9) except as otherwise provided in paragraphs (7) and (8), the Gila River Adjudication Court has approved the YAN Judgment in substantially the same form attached as Exhibit 13.9 to the Agreement, as amended to ensure consistency with this division;

(10) the Secretary has issued a final record of decision approving the construction of the Tú ńl níchoh Water Infrastructure Project as described section 5103 of this division;

(11) the Nation and the Town of Clarkdale have executed the Water and Sewer Service Agreement described in Exhibit 16.1.2.3 to the Agreement, provided that, the Nation, in its sole discretion, may waive this condition;

(12) the Nation and the Town of Camp Verde have executed the Interconnection and Exchange Agreement described in Exhibit 16.1.2.2 to the Agreement provided that, the Nation, in its sole discretion, may waive this condition; and

(13) The tribal council of the Yavapai-Apache Nation has adopted a resolution, as described in section 5113(a) of this division, consenting to the limited waiver of sovereign immunity from suit in the circumstances described in section 5113(a)(3).

(b) FAILURE TO SATISFY CONDITIONS.—

(1) IN GENERAL.—Except as provided in paragraph (2), if the Secretary fails to publish in the Federal Register a statement of findings under subsection (a) by June 30, 2035, or such alternative later date as may be agreed to by the Yavapai-Apache Nation, the Secretary, and the State:

(A) this division is repealed with the exception described in paragraph (2) below;

(B) any action taken by the Secretary and any contract or agreement entered into pursuant to this division shall be void;

(C) The United States shall be entitled to Offset any Federal amounts made available under section 5107(e)(2) that were used under that section against any claims asserted by the Yavapai-Apache Nation against the United States; and

(D) Any amounts appropriated under section 5107, together with any investment earnings on those amounts, less any amounts expended under section 5104(e)(2), shall revert immediately to the general fund of the Treasury.

(2) EXCEPTION.—Notwithstanding subsection (b)(1), if the Secretary fails to publish in the Federal Register a statement of findings under subsection (a) by June 30, 2035, or such alternative later date as may be agreed to by the Yavapai-Apache Nation, the Secretary, and the State, sections 5110 and 5201 shall remain in effect.

SEC. 5113. ADMINISTRATION.

(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY BY THE YAVAPAI-APACHE NATION AND THE UNITED STATES ACTING AS TRUSTEE FOR THE YAVAPAI-APACHE NATION.—

(1) IN GENERAL.—The Yavapai-Apache Nation, and the United States acting as trustee for the Yavapai-Apache Nation, may be joined in any action brought in any circumstance described in paragraph (3), and any claim by the Yavapai-Apache Nation and the United States to sovereign immunity from any such action is waived.

(2) CONSENT OF YAVAPAI-APACHE NATION.—By resolution dated June 26, 2024, the Yavapai-Apache Nation Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in paragraph (3) notwithstanding any provision of the Yavapai-Apache Nation Code or any other Yavapai-Apache Nation law.

(3) CIRCUMSTANCES DESCRIBED.—A circumstance referred to in paragraphs (1) and (2) is described as any of the following:

(A) Any party to the Agreement:

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

(I) this division; or

(II) the Agreement and exhibits to the Agreement;

(ii) names the Yavapai-Apache Nation, or the United States acting as trustee for the Yavapai-Apache Nation, as a party in that action; and

(iii) doesnot include any request for award against the Yavapai-Apache Nation, or the United States acting as trustee for the Yavapai-Apache Nation, for money damages, court costs, or attorney fees, except for claims brought by a party pursuant to the YAN-SRP Water Delivery and Use Agreement and YAN-SRP Exchange Agreement.

(B) Any landowner or water user in the Gila River Watershed:

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of:

(I) paragraph 13.0 of the Agreement;

(II) the Gila River Adjudication Decree;

(III) section 5108 of this division; or

(ii) names the Yavapai-Apache Nation, or the United States acting as trustee for the Yavapai-Apache Nation, as a party in that action; and

(iii) shall not include any request for award against the Yavapai-Apache Nation, or the United States acting as trustee for the Yavapai-Apache Nation, for money damages, court costs or attorney fees.

(b) ANTIDEFICIENCY.—Notwithstanding any authorization of appropriations to carry out this division, the United States shall not be liable for any failure of the United States to carry out any obligation or activity authorized by this division (including all agreements or exhibits ratified or confirmed by this division) if adequate appropriations are not provided expressly by Congress to carry out the purposes of this division.

(c) APPLICABILITY OF RECLAMATION REFORM ACT.—The Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.) and any other acreage limitation or full-cost pricing provision under Federal law shall not apply to any individual, entity, or land solely on the basis of—

(1) receipt of any benefit under this title;

(2) the execution or performance of the Agreement; or

(3) the use, storage, delivery, lease, or exchange of CAP water.

SEC. 5114. MISCELLANEOUS.

(a) C.C. CRAGIN DAM AND RESERVOIR.—Section 213(i)(3)(B) of the Gila River Indian Community Water Rights Settlement Act of 2004 (Public Law 108-451; 118 Stat. 3533) is amended—

(1) by striking ''Blue Ridge Reservoir'' and inserting ''C.C. Cragin Dam and Reservoir''; and

(2) by adding at the end the following: ''Up to 1,639.74 acre-feet of water per year may be made available from the C.C. Cragin Reservoir for municipal and domestic uses in Yavapai County, Arizona, without cost to the Salt River Federal Reclamation Project, provided that, on or before December 31, 2029, water users in Yavapai County have contracted with the Salt River Federal Reclamation Project for the use of the water described in this subparagraph.''.

(b) EFFECT OF TITLE.—Nothing in this title quantifies or otherwise affects any water right or claim or entitlement to water of any Indian tribe, band, or community other than the Yavapai-Apache Nation.

TITLE LII—YAVAPAI-APACHE LAND EXCHANGE

SEC. 5201. YAVAPAI-APACHE LAND EXCHANGE.

(a) YAVAPAI-APACHE LAND EXCHANGE.—Notwithstanding any other provision of law, the Secretary of the Department of Agriculture is directed to—

(1) within thirty (30) days of enactment of this division, unless the Secretary of the Department of Agriculture has already accepted title to such land, accept title to the Non-Federal Land consisting of approximately 4,781.96 acres owned by the Yavapai-Apache Nation in the State, as described in subparagraphs (4)(A), (B), (C), (D), (E) and (F) and Exhibits 2.98G-1, 2.98G-2, 2.98G-3, 2.98G-4, 2.98G-5 and 2.98G-6 to the Agreement, and such lands are deemed added to each National Forest listed in the description in subparagraphs (a)(4)(A)-(F) upon the date of acceptance of title by the Secretary of the Department of Agriculture;

(2) within thirty (30) days of enactment of this division, unless such lands have already been transferred by the Forest Service to the Yavapai-Apache Nation, transfer the Federal Land consisting of approximately 3,087.90 acres held by the Forest Service, as described in subparagraphs (5)(A), (B), (C), (D), (E), (F), (G), (H) and (I) and shown in Exhibit 2.98A to the Agreement, to the Secretary of the Interior to be held in trust by the United States for the benefit of the Yavapai-Apache Nation; and

(3) within thirty (30) days of enactment of this division, unless such lands have already been transferred by the Forest Service to the Yavapai-Apache Nation as of the date of enactment of this division, convey the Federal Land consisting of approximately 118.92 acres held by the Forest Service as described in subparagraph (5)(J), to the Yavapai-Apache Nation in fee.

(4) NON-FEDERAL LAND.—For purposes of this subsection (b), Non-Federal Land shall include the following as depicted in Exhibit 2.98 of the Agreement:

(A) Red Mountain at Yavapai Ranch Six Sections Parcel (YAN1) – Prescott National Forest

(B) Johnston Ranch Parcel (YAN2) – Coconino National Forest

(C) Pinedale Parcel (YAN3) – Apache-Sitgreaves National Forest

(D) Laurel Leaf Parcel (YAN4) - Prescott National Forest

(E) Heber Parcel (YAN5) - Apache-Sitgreaves National Forest

(F) Williams Parcel (YAN6) – Kaibab National Forest

(5) FEDERAL LAND.—For purposes of this subsection (b), Federal Land shall include the following as depicted in Exhibit 2.98 of the Agreement:

(A) Montezuma A Parcel (NF1)

(B) Montezuma B Parcel (NF2)

(C) Montezuma C Parcel (NF3)

(D) Montezuma D Parcel (NF4)

(E) Lower 260 Parcel (NF5)

(F) Upper 260 Parcel (NF6)

(G) Middle Verde A Parcel (NF7)

(H) Middle Verde B Parcel (NF8)

(I) Middle Verde C Parcel (NF9)

(J) Cedar Ridge Parcel (NF10)

(b) LAND TO BE TAKEN INTO TRUST.—If the lands described in subparagraphs (5)(A), (B), (C), (D), (E), (F), (G), (H) and (I) are held by the Yavapai-Apache Nation in fee as of the date of enactment of this division, within thirty (30) days of enactment of this division, the Secretary is authorized and directed to take legal title to the land and hold such land in trust for the benefit of the Yavapai-Apache Nation.

(c) RESERVATION STATUS.—The land taken into trust under subsection (b) shall be a part of the Yavapai-Apache Reservation and administered in accordance with the laws and regulations generally applicable to the land held in trust by the United States for an Indian Tribe.

(d) VALID EXISTING RIGHTS.—The land taken into trust under subsection (b) shall be

subject to valid existing rights, including easements, rights-of-way, contracts, and managements agreements.

(e) LIMITATIONS.—Nothing in this section 5201 affects any right or claim of the Yavapai-Apache Nation to any land or interest in land in existence before the date of enactment of this division.

SEC. 5202. TOWN OF CAMP VERDE AND FOREST SERVICE.

Pursuant to existing authorities, the Forest Service shall work expeditiously with the Town of Camp Verde to transfer title to the Town of Camp Verde of up to 40 acres of Forest Service land located at the intersection of Interstate 17 and General Crook Trail within the municipal boundaries of the Town of Camp Verde for public safety and other municipal purposes.

SA 3287. Mr. KELLY submitted an amendment intended to be proposed by him to the bill S. 4638, to authorize appropriations for fiscal year 2025 for military activities of the Department of Defense, for military construction, and for defense activities of the Department of Energy, to prescribe military personnel strengths for such fiscal year, and for other purposes; which was ordered to lie on the table; as follows:

At the end, add the following:

DIVISION E—NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT ACT OF 2024

SEC. 5001. SHORT TITLE.

This division may be cited as the ''Northeastern Arizona Indian Water Rights Settlement Act of 2024''.

SEC. 5002. PURPOSES.

The purposes of this division are—

(1) to achieve a fair, equitable, and final settlement of all claims to rights to water in the State for—

(A) the Navajo Nation and Navajo Allottees;

(B) the Hopi Tribe and Hopi Allottees;

(C) the San Juan Southern Paiute Tribe; and

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

(2) to authorize, ratify, and confirm the Northeastern Arizona Indian Water Rights Settlement Agreement entered into by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the State, and other Parties to the extent that the Settlement Agreement is consistent with this division;

(3) to authorize and direct the Secretary to execute and perform the duties and obligations of the Secretary under the Settlement Agreement and this division; and

(4) to authorize funds necessary for the implementation of the Settlement Agreement and this division.

SEC. 5003. DEFINITIONS.

In this division:

(1) 1882 RESERVATION.—The term ''1882 Reservation'' means—

(A) land within the exterior boundaries of the ''Hopi Indian Reservation'' defined as District 6 in Healing v. Jones, 210 F. Supp. 125, 173 (D. Ariz. 1962), aff'd, 373 U.S. 758 (1963), and Masayesva for and on Behalf of Hopi Indian Tribe v. Hale, 118 F.3d 1371, 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 DEPARTMENT OF WATER RESOURCES.—The term ''Arizona Department of Water Resources'' means the agency of the State established pursuant to section 45–102 of the Arizona Revised Statutes, or a successor agency or entity.

(4) BUREAU.—The term ''Bureau'' means the Bureau of Reclamation.

(5) CAP; CENTRAL ARIZONA PROJECT.—The terms ''CAP'' and ''Central Arizona Project'' mean the Federal reclamation project authorized and constructed by the United States in accordance with title III of the Colorado River Basin Project Act (43 U.S.C. 1521 et seq.).

(6) CAP REPAYMENT CONTRACT.—The term ''CAP Repayment Contract'' means—

(A) the contract dated December 1, 1988 (Contract No. 14-06-W-245, Amendment No. 1), between the United States and the Central Arizona Water Conservation District for the delivery of water and the repayment of costs of the Central Arizona Project; and

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

(7) CAWCD; CENTRAL ARIZONA WATER CONSERVATION DISTRICT.—The terms ''CAWCD'' and ''Central Arizona Water Conservation District'' mean the political subdivision of the State that is the contractor under the CAP Repayment Contract.

(8) CIBOLA WATER.—The term ''Cibola Water'' means the entitlement of the Hopi Tribe to the diversion of up to 4,278 AFY of the Fourth Priority Water described in the Hopi Tribe Existing Cibola Contract.

(9) COLORADO RIVER COMPACT.—The term ''Colorado River Compact'' means the Colorado River Compact of 1922, as ratified and reprinted in article 2 of chapter 7 of title 45, Arizona Revised Statutes.

(10) COLORADO RIVER SYSTEM.—The term ''Colorado River System'' has the meaning given the term in Article II(a) of the Colorado River Compact.

(11) COLORADO RIVER WATER.—

(A) IN GENERAL.—The term ''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, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes;

(iii) the Colorado River Basin Project Act (43 U.S.C. 1501 et seq.);

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

(v) the Decree.

(B) LIMITATIONS.—The term ''Colorado River Water''—

(i) shall only be used for purposes of interpreting the Settlement Agreement and this division; and

(ii) shall not be used for any interpretation of existing law or contract, including any law or contract described in clauses (i) through (v) of subparagraph (A).

(12) DECREE.—The term ''Decree'', when used without a modifier, means—

(A) the decree of the Supreme Court of the United States in Arizona v. California, 376 U.S. 340 (1964);

(B) the consolidated decree entered on March 27, 2006, in Arizona v. California, 547 U.S. 150 (2006); and

(C) any modification to a decree described in subparagraph (A) or (B).

(13) DIVERSION.—The term ''diversion'' means an act to divert.

(14) DIVERT.—The term ''divert'' means to receive, withdraw, develop, produce, or capture water 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.

(15) 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.

(16) 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

(B) is available for reuse for any purpose, regardless of whether the water has been treated to improve the quality of the water.

(17) ENFORCEABILITY DATE.—The term ''Enforceability Date'' means the date described in section 5016(a).

(18) FIFTH PRIORITY WATER.—The term ''Fifth Priority Water'' has the meaning given the term in the Hopi Tribe Existing Cibola Contract.

(19) FOURTH PRIORITY WATER.—The term ''Fourth Priority Water'' means Colorado River Water available for delivery within the State for satisfaction of entitlements—

(A) in accordance with contracts, Secretarial reservations, perfected rights, and other arrangements between the United States and water users in the State entered into or established after September 30, 1968, for Use on Federal, State, or privately owned land in the State, in a total quantity not greater than 164,652 AFY of diversions; and

(B) after first providing for the delivery of Colorado River Water for the CAP System, including for Use on Indian land, under section 304(e) of the Colorado River Basin Project Act (43 U.S.C. 1524(e)), in accordance with the CAP Repayment Contract.

(20) GILA RIVER ADJUDICATION.—The term ''Gila River Adjudication'' means the action pending in the Superior Court of the State, in and for the County of Maricopa, In re the General Adjudication of All Rights To Use Water in The Gila River System and Source, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro) (Consolidated).

(21) GILA RIVER ADJUDICATION COURT.—The term ''Gila River Adjudication Court'' means the Superior Court of the State, in and for the County of Maricopa, exercising jurisdiction over the Gila River Adjudication.

(22) GILA RIVER ADJUDICATION DECREE.—The term ''Gila River Adjudication Decree'' means the judgment or decree entered by the Gila River Adjudication Court in substantially the same form as the form of judgment attached as Exhibit 3.1.47 to the Settlement Agreement.

(23) GROUNDWATER.—The term ''Groundwater'' means all water beneath the surface of the earth within the State that is not—

(A) Surface Water;

(B) Colorado River Water; or

(C) Effluent.

(24) HOPI ALLOTMENT.—The term ''Hopi Allotment'' means any of the 11 parcels allotted pursuant to section 4 of the Act of February 8, 1887 (commonly known as the ''Indian General Allotment Act'') (24 Stat. 389, chapter 119; 25 U.S.C. 334), that are—

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

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

(25) HOPI ALLOTTEE.—The term ''Hopi Allottee'' means—

(A) an individual Indian holding a beneficial interest in a Hopi Allotment; or

(B) an Indian Tribe holding an undivided fractional beneficial interest in a Hopi Allotment.

(26) HOPI FEE LAND.—The term ''Hopi Fee Land'' means land, other than Hopi Trust Land, that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Hopi Reservation; and

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

(27) HOPI LAND.—The term ''Hopi Land'' means—

(A) the Hopi Reservation;

(B) Hopi Trust Land; and

(C) Hopi Fee Land.

(28) HOPI RESERVATION.—

(A) IN GENERAL.—The term ''Hopi Reservation'' means—

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

(ii) land withdrawn by the Executive Order of December 16, 1882, and partitioned to the Hopi Tribe in accordance with 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); and

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

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

(C) CONFLICT.—In the case of a conflict between the definition in subparagraph (A) and Exhibit 3.1.56 of the Settlement Agreement, the definition in that subparagraph shall control.

(29) HOPI TRIBE.—The term ''Hopi Tribe'' means the Hopi Tribe, a tribe of Hopi Indians—

(A) organized under section 16 of the Act of June 18, 1934 (commonly known as the ''Indian Reorganization Act'') (48 Stat. 987, chapter 576; 25 U.S.C. 5123); and

(B) recognized by the Secretary in the notice of the Secretary entitled ''Indian Entities Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs'' (89 Fed. Reg. 944 (January 8, 2024)).

(30) HOPI TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT.—The term ''Hopi Tribe Agricultural Conservation Trust Fund Account'' means the account—

(A) established under section 5011(b)(3); and

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

(31) HOPI TRIBE CIBOLA WATER.—The term ''Hopi Tribe Cibola Water'' means the Fourth Priority Water, Fifth Priority Water, and Sixth Priority Water to which the Hopi Tribe is entitled pursuant to subparagraphs 5.8.2 and 5.8.3 of the Settlement Agreement.

(32) HOPI TRIBE EXISTING CIBOLA CONTRACT.—The term ''Hopi Tribe Existing Cibola Contract'' means Contract No. 04-XX-30-W0432 between the United States and the Hopi Tribe, as amended and in full force and effect as of the Effective Date.

(33) HOPI TRIBE GROUNDWATER PROJECTS.—The term ''Hopi Tribe Groundwater Projects'' means the projects described in—

(A) section 5011(f)(1); and

(B) subparagraph 12.3.1 of the Settlement Agreement.

(34) HOPI TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—The term ''Hopi Tribe Groundwater Projects Trust Fund Account'' means the account—

(A) established under section 5011(b)(1); and

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

(35) HOPI TRIBE LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT.—The term ''Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account'' means the account—

(A) established under section 5011(b)(4); and

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

(36) HOPI TRIBE OM&R TRUST FUND ACCOUNT.—The term ''Hopi Tribe OM&R Trust Fund Account'' means the account—

(A) established under section 5011(b)(2); and

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

(37) HOPI TRIBE UPPER BASIN COLORADO RIVER WATER.—The term ''Hopi Tribe Upper Basin Colorado River Water'' means the 2,300 AFY of Upper Basin Colorado River Water allocated to the Hopi Tribe—

(A) pursuant to section 5006; and

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

(38) HOPI TRIBE WATER DELIVERY CONTRACT.—The term ''Hopi Tribe Water Delivery Contract'' means 1 or more contracts entered into by Secretary and the Hopi Tribe in accordance with section 5006 and pursuant to paragraph 11 of the Settlement Agreement for the delivery of Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water.

(39) HOPI TRUST LAND.—The term ''Hopi Trust Land'' means land that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Hopi Reservation; and

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

(40) IINÁ BÁ – PAA TUWAQAT'SI PIPELINE.—The term ''iiná bá – paa tuwaqat'si pipeline'' means the water project described in—

(A) section 5008; and

(B) subparagraph 12.1 of the Settlement Agreement.

(41) IINÁ BÁ – PAA TUWAQAT'SI PIPELINE IMPLEMENTATION FUND ACCOUNT.—The term ''iiná bá – paa tuwaqat'si pipeline Implementation Fund Account'' means the account—

(A) established under section 5009(a); and

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

(42) IMPOUNDMENT.—The term ''impoundment'' means a human-made structure used to store water.

(43) INJURY TO WATER.—The term ''Injury to Water'' means injury to water based on changes in or degradation of the salinity or concentration of naturally occurring chemical constituents contained in water.

(44) INJURY TO WATER RIGHTS.—

(A) IN GENERAL.—The term ''Injury to Water Rights'' means an interference with, diminution of, or deprivation of Water Rights under Federal, State, or other law.

(B) EXCLUSION.—The term ''Injury to Water Rights'' does not include any injury to water quality.

(45) IRRIGATION.—The term ''irrigation'' means the Use of water on 2 or more acres of land to produce plants or parts of plants—

(A) for sale or human consumption; or

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

(46) LCR.—The term ''LCR'' means the Little Colorado River.

(47) LCR ADJUDICATION.—The term ''LCR Adjudication'' means the action pending in the Superior Court of the State, in and for the County of Apache, In re: the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source, CIV No. 6417.

(48) LCR ADJUDICATION COURT.—The term ''LCR Adjudication Court'' means the Superior Court of the State, in and for the County of Apache, exercising jurisdiction over the LCR Adjudication.

(49) LCR DECREE.—The term ''LCR Decree'' means the judgment or decree entered by the LCR Adjudication Court in substantially the same form as the form of judgment attached as Exhibit 3.1.82 to the Settlement Agreement.

(50) LCR WATERSHED.—The term ''LCR Watershed'' means land located within the Surface Water drainage of the LCR and its tributaries in the State, as shown on the map attached as Exhibit 3.1.83 to the Settlement Agreement.

(51) LOWER BASIN.—The term ''Lower Basin'' has the meaning given the term in Article II(g) of the Colorado River Compact.

(52) MEMBER.—The term ''Member'' means any person duly enrolled as a member of the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe.

(53) NAVAJO ALLOTMENT.—The term ''Navajo Allotment'' means a parcel of land patented pursuant to section 1 of the Act of February 8, 1887 (commonly known as the ''Indian General Allotment Act'') (24 Stat. 388, chapter 119; 25 U.S.C. 331) (as in effect on the day before the date of enactment of the Indian Land Consolidation Act Amendments of 2000 (Public Law 106–462; 114 Stat. 1991))—

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

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

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

(54) NAVAJO ALLOTTEE.—The term ''Navajo Allottee'' means—

(A) an individual Indian holding a beneficial interest in a Navajo Allotment; or

(B) an Indian Tribe holding an undivided fractional beneficial interest in a Navajo Allotment.

(55) NAVAJO FEE LAND.—The term ''Navajo Fee Land'' means land, other than Navajo Trust Land, that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Navajo Reservation; and

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

(56) NAVAJO-GALLUP WATER SUPPLY PROJECT.—The term ''Navajo-Gallup Water Supply Project'' means the project authorized, constructed, and operated pursuant to part III of the Northwestern New Mexico Rural Water Projects Act (Public Law 111–11; 123 Stat. 1379).

(57) NAVAJO LAND.—The term ''Navajo Land'' means—

(A) the Navajo Reservation;

(B) Navajo Trust Land; and

(C) Navajo Fee Land.

(58) NAVAJO NATION.—

(A) IN GENERAL.—The term ''Navajo Nation'' means the Navajo Nation, a body politic and federally recognized Indian nation recognized by the Secretary in the notice of the Secretary entitled ''Indian Entities Recognized by and Eligible To Receive Services

From the United States Bureau of Indian Affairs'' (89 Fed. Reg. 944 (January 8, 2024)), and also known variously as the ''Navajo Tribe'', the ''Navajo Tribe of Arizona, New Mexico & Utah'', the ''Navajo Tribe of Indians'', and other similar names.

(B) INCLUSIONS.—The term ''Navajo Nation'' includes all bands of Navajo Indians and chapters of the Navajo Nation.

(59) NAVAJO NATION AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT.—The term ''Navajo Nation Agricultural Conservation Trust Fund Account'' means the account—

(A) established under section 5010(b)(3); and

(B) described in subparagraph 12.2.4 of the Settlement Agreement.

(60) NAVAJO NATION CIBOLA WATER.—The term ''Navajo Nation Cibola Water'' means the entitlement of the Navajo Nation to the diversion of up to 100 AFY of Fourth Priority Water at the same location and for the same Uses described in the Hopi Tribe Existing Cibola Contract or the delivery and consumptive use of up to 71.5 AFY of Fourth Priority Water at locations and for Uses within the State other than as described in the Hopi Tribe Existing Cibola Contract, which shall have been assigned and transferred by the Hopi Tribe from its Cibola Water under the Hopi Tribe Existing Cibola Contract to the Navajo Nation.

(61) NAVAJO NATION FOURTH PRIORITY WATER.—The term ''Navajo Nation Fourth Priority Water'' means the diversion right to 3,500 AFY of Fourth Priority Water reserved for Use in a Navajo-Hopi Indian water rights settlement under paragraph 11.3 of the Arizona Water Settlement Agreement among the United States, the State, and the Central Arizona Water Conservation District—

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

(B) as allocated to the Navajo Nation pursuant to section 5006; and

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

(62) NAVAJO NATION LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT.—The term ''Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account'' means the account—

(A) established under section 5010(b)(5); and

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

(63) NAVAJO NATION OM&R TRUST FUND ACCOUNT.—The term ''Navajo Nation OM&R Trust Fund Account'' means the account—

(A) established under section 5010(b)(2); and

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

(64) NAVAJO NATION RENEWABLE ENERGY TRUST FUND ACCOUNT.—The term ''Navajo Nation Renewable Energy Trust Fund Account'' means the account—

(A) established under section 5010(b)(4); and

(B) described in subparagraph 12.2.3 of the Settlement Agreement.

(65) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER.—The term ''Navajo Nation Upper Basin Colorado River Water'' means the 44,700 AFY of Upper Basin Colorado River Water—

(A) allocated to the Navajo Nation pursuant to section 5006; and

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

(66) NAVAJO NATION WATER DELIVERY CONTRACT.—The term ''Navajo Nation Water Delivery Contract'' means 1 or more contracts entered into by the Secretary and the Navajo Nation in accordance with section 5006 and pursuant to paragraph 10 of the Settlement Agreement for the delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, or Navajo Nation Fourth Priority Water.

(67) NAVAJO NATION WATER PROJECTS.—The term ''Navajo Nation Water Projects'' means the projects described in—

(A) section 5010(f)(1); and

(B) subparagraph 12.2.1 of the Settlement Agreement.

(68) NAVAJO NATION WATER PROJECTS TRUST FUND ACCOUNT.—The term ''Navajo Nation Water Projects Trust Fund Account'' means the account—

(A) established under section 5010(b)(1); and

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

(69) NAVAJO RESERVATION.—

(A) IN GENERAL.—The term ''Navajo Reservation'' means—

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

(ii) land withdrawn by the Executive order of December 16, 1882, and partitioned to the Navajo Nation in accordance with section 8(b) of the Act of December 22, 1974 (Public Law 93–531; 88 Stat. 1715), 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);

(iii) land taken into trust as a part of the Navajo Reservation before the Effective Date pursuant to the Act of December 22, 1974 (Public Law 93–531; 88 Stat. 1712), a copy of which is attached as Exhibit 3.1.112B to the Settlement Agreement; and

(iv) any land taken into trust as part of the Navajo Reservation after the Effective Date pursuant to the Act of December 22, 1974 (Public Law 93–531; 88 Stat. 1712), except as provided in subparagraphs 3.1.12, 3.1.13, 3.1.87, 3.1.170, 4.1.5, 4.1.6, 4.6.1, and 8.1.1 of the Settlement Agreement.

(B) EXCLUSIONS.—The term ''Navajo Reservation'' does not include land within the Hopi Reservation or the San Juan Southern Paiute Reservation.

(C) MAP.—Subject to subparagraph (D), the descriptions of the Navajo Reservation described in clauses (i) through (iv) of subparagraph (A) are generally shown on the map attached as Exhibit 3.1.112A to the Settlement Agreement.

(D) CONFLICT.—In the case of a conflict between the definition in subparagraphs (A) and (B) and Exhibit 3.1.112A of the Settlement Agreement, the definition described in those subparagraphs shall control.

(70) NAVAJO TRIBAL UTILITY AUTHORITY.—The term ''Navajo Tribal Utility Authority'' means the enterprise established by the Navajo Nation pursuant to chapter 1, section 21 of the Navajo Nation Code, or a successor agency or entity.

(71) NAVAJO TRUST LAND.—The term ''Navajo Trust Land'' means land that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Navajo Reservation; and

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

(72) OFF-RESERVATION.—The term ''off-Reservation'' means land located in the State outside the exterior boundaries of—

(A) the Navajo Reservation;

(B) the Hopi Reservation; and

(C) the San Juan Southern Paiute Reservation.

(73) OM&R.—The term ''OM&R'' means operation, maintenance, and replacement.

(74) PARTY.—The term ''Party'' mean a Person that is a signatory to the Settlement Agreement.

(75) PERSON.—

(A) IN GENERAL.—The term ''Person'' means—

(i) an individual;

(ii) a public or private corporation;

(iii) a company;

(iv) a partnership;

(v) a joint venture;

(vi) a firm;

(vii) an association;

(viii) a society;

(ix) an estate or trust;

(x) any other private organization or enterprise;

(xi) the United States;

(xii) an Indian Tribe;

(xiii) a State, territory, or country;

(xiv) a governmental entity; and

(xv) any political subdivision or municipal corporation organized under or subject to the constitution and laws of the State.

(B) INCLUSIONS.—The term ''Person'' includes the officers, directors, agents, insurers, representatives, employees, attorneys, assigns, subsidiaries, affiliates, enterprises, legal representatives, predecessors, and successors in interest and their heirs, of any entity or individual described in subparagraph (A).

(76) PUBLIC DOMAIN ALLOTMENT OUTSIDE THE NAVAJO RESERVATION.—The term ''Public Domain Allotment outside the Navajo Reservation'' means any of the 51 parcels of land allotted to individual Indians from the public domain pursuant to section 4 of the Act of February 8, 1887 (commonly known as the ''Indian General Allotment Act'') (24 Stat. 389, chapter 119; 25 U.S.C. 334) that is—

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

(B) located outside the exterior boundaries of the Navajo Reservation and the Hopi Reservation, as depicted on the map attached as Exhibit 3.1.132A to the Settlement Agreement.

(77) PUBLIC DOMAIN ALLOTMENT WITHIN THE NAVAJO RESERVATION.—The term ''Public Domain Allotment within the Navajo Reservation'' means any land allotted to individual Indians from the public domain that is—

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

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

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

(78) PUBLIC DOMAIN ALLOTTEE.—The term ''Public Domain Allottee'' means an individual Indian or Indian Tribe holding a beneficial interest in—

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

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

(79) SAN JUAN SOUTHERN PAIUTE FEE LAND.—The term ''San Juan Southern Paiute Fee Land'' means land, other than San Juan Southern Paiute Trust Land, that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and

(C) as of the Enforceability Date, is owned by the San Juan Southern Paiute Tribe, whether in its own name or through an entity wholly owned or controlled by the San Juan Southern Paiute Tribe.

(80) SAN JUAN SOUTHERN PAIUTE GROUNDWATER PROJECTS.—The term ''San Juan Southern Paiute Groundwater Projects'' means the projects described in—

(A) section 5012; and

(B) subparagraph 12.4.1 of the Settlement Agreement.

(81) SAN JUAN SOUTHERN PAIUTE LAND.—The term ''San Juan Southern Paiute Land'' means—

(A) the San Juan Southern Paiute Southern Area;

(B) San Juan Southern Paiute Trust Land; and

(C) San Juan Southern Paiute Fee Land.

(82) SAN JUAN SOUTHERN PAIUTE NORTHERN AREA.—The term ''San Juan Southern Paiute Northern Area'' means the land depicted on the map attached as Exhibit 3.1.146 to the Settlement Agreement.

(83) SAN JUAN SOUTHERN PAIUTE RESERVATION.—The term ''San Juan Southern Paiute Reservation'' means the approximately 5,400 acres of land described in paragraph 6.0 of the Settlement Agreement as the San Juan Southern Paiute Northern Area and the San Juan Southern Paiute Southern Area, as depicted in the maps attached as Exhibits 3.1.146 and 3.1.147 to the Settlement Agreement.

(84) SAN JUAN SOUTHERN PAIUTE TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT.—The term ''San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account'' means the account—

(A) established under section 5012(b)(2); and

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

(85) SAN JUAN SOUTHERN PAIUTE TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—The term ''San Juan Southern Paiute Tribe Groundwater Projects Trust Fund Account'' means the account—

(A) established under section 5012(b)(1); and

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

(86) SAN JUAN SOUTHERN PAIUTE TRIBE OM&R TRUST FUND ACCOUNT.—The term ''San Juan Southern Paiute Tribe OM&R Trust Fund Account'' means the account—

(A) established under section 5012(b)(3); and

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

(87) SAN JUAN SOUTHERN PAIUTE SOUTHERN AREA.—The term ''San Juan Southern Paiute Southern Area'' means the land depicted on the map attached as Exhibit 3.1.147 to the Settlement Agreement.

(88) SAN JUAN SOUTHERN PAIUTE TRIBE.—The term ''San Juan Southern Paiute Tribe'' means the San Juan Southern Paiute Tribe, a body politic and federally recognized Indian Tribe, as recognized by the Secretary in the notice of the Secretary entitled ''Indian Entities Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs'' (89 Fed. Reg. 944 (January 8, 2024)).

(89) SAN JUAN SOUTHERN PAIUTE TRUST LAND.—The term ''San Juan Southern Paiute Trust Land'' means land that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the San Juan Southern Paiute Reservation; and

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

(90) SECRETARY.—The term ''Secretary'' means the Secretary of the Interior.

(91) SETTLEMENT AGREEMENT.—The term ''Settlement Agreement'' means—

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

(B) any exhibits attached to that agreement.

(92) SIXTH PRIORITY WATER.—The term ''Sixth Priority Water'' has the meaning given the term in the Hopi Tribe Existing Cibola Contract.

(93) STATE.—The term ''State'' means the State of Arizona.

(94) SURFACE WATER.—

(A) IN GENERAL.—The term ''Surface Water'' means all water in the State that is appropriable under State law.

(B) EXCLUSION.—The term ''Surface Water'' does not include Colorado River Water.

(95) TREATY.—The term ''Treaty'' means the Articles of Treaty and Agreement entered into by the Navajo Nation and the San Juan Southern Paiute Tribe to settle land claims and other disputes, as executed on March 18, 2000.

(96) TREATY ADDENDUM.—The term ''Treaty Addendum'' means the Addendum to the Treaty entered into by the Navajo Nation and the San Juan Southern Paiute Tribe on May 7, 2004.

(97) TRIBE.—The term ''Tribe'' means, individually, as applicable—

(A) the Navajo Nation;

(B) the Hopi Tribe; or

(C) the San Juan Southern Paiute Tribe.

(98) TRIBES.—The term ''Tribes'' means, collectively—

(A) the Navajo Nation;

(B) the Hopi Tribe; and

(C) the San Juan Southern Paiute Tribe.

(99) UNDERGROUND WATER.—

(A) IN GENERAL.—The term ''Underground Water'' means all water beneath the surface of the earth within the State, regardless of its legal characterization as appropriable or non-appropriable under Federal, State, or other law.

(B) EXCLUSIONS.—The term ''Underground Water'' does not include Colorado River Water or Effluent.

(100) UNITED STATES.—

(A) IN GENERAL.—The term ''United States'' means the United States, acting as trustee for the Tribes, their Members, the Hopi Allottees, and the Navajo Allottees, except as otherwise expressly provided.

(B) CLARIFICATION.—When used in reference to a particular agreement or contract, the term ''United States'' means the United States acting in the capacity as described in that agreement or contract.

(101) UPPER BASIN.—The term ''Upper Basin'' has the meaning given the term in article II(f) of the Colorado River Compact.

(102) UPPER BASIN COLORADO RIVER WATER.—The term ''Upper Basin Colorado River Water'' means the 50,000 AFY of consumptive use of Colorado River Water apportioned to the State in the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes.

(103) USE.—The term ''Use'' means any beneficial use, including instream flow, recharge, storage, recovery, or any other use recognized as beneficial under applicable law.

(104) WATER.—The term ''water'', when used without a modifying adjective, means Groundwater, Surface Water, Colorado River Water, or Effluent.

(105) WATER RIGHT.—The term ''Water Right'' means any right in or to Groundwater, Surface Water, Colorado River Water, or Effluent under Federal, State, or other law.

(106) WELL.—The term ''well'' means a human-made opening in the earth through which Underground Water may be withdrawn or obtained.

(107) ZUNI TRIBE.—The term ''Zuni Tribe'' means the body politic and federally recognized Indian Tribe, as recognized by the Secretary in the notice of the Secretary entitled ''Indian Entities Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs'' (89 Fed. Reg. 944 (January 8, 2024)).

SEC. 5004. RATIFICATION AND EXECUTION OF THE NORTHEASTERN ARIZONA INDIAN WATER RIGHTS SETTLEMENT AGREEMENT.

(a) RATIFICATION.—

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

(2) AMENDMENTS.—If an amendment to the Settlement Agreement, or to any exhibit attached to the Settlement Agreement requiring the signature of the Secretary, is executed in accordance with this division to make the Settlement Agreement consistent with this division, the amendment is authorized, ratified, and confirmed, to the extent the amendment is consistent with this division.

(b) EXECUTION OF SETTLEMENT AGREEMENT.—

(1) IN GENERAL.—To the extent the Settlement Agreement does not conflict with this division, the Secretary shall execute the Settlement Agreement, including all exhibits to the Settlement Agreement requiring the signature of the Secretary.

(2) MODIFICATIONS.—Nothing in this division prohibits the Secretary from approving any modification to the Settlement Agreement, including any exhibit to the Settlement Agreement, that is consistent with this division, 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.

(c) ENVIRONMENTAL COMPLIANCE.—

(1) IN GENERAL.—In implementing the Settlement Agreement (including all exhibits to the Settlement Agreement requiring the signature of the Secretary) and this division, 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 division, 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

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

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

(f) COSTS.—

(1) IN GENERAL.—Except as provided in paragraph (2), any costs associated with the performance of the compliance activities under subsection (c) shall be paid from funds deposited in the Navajo Nation Water Projects Trust Fund Account, the Hopi Tribe Groundwater Projects Trust Fund Account, or the San Juan Southern Paiute Tribe Groundwater Projects Trust Fund Account, as applicable, subject to the condition that any costs associated with the performance of Federal approval or other review of that compliance work or costs associated with inherently Federal functions shall remain the responsibility of the Secretary.

(2) IINÁ BÁ – PAA TUWAQAT'SI PIPELINE.—Any costs associated with the performance of the compliance activities under subsection (c) relating to the iiná bá – paa tuwaqat'si pipeline shall be paid from funds deposited in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account.

SEC. 5005. WATER RIGHTS.

(a) CONFIRMATION OF WATER RIGHTS.—

(1) IN GENERAL.—The Water Rights of the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, and the Hopi Allottees as described in the Settlement Agreement are ratified, confirmed, and declared to be valid.

(2) USE.—Any use of water pursuant to the Water Rights described in paragraph (1) by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Navajo Allottees, or the Hopi Allottees shall be subject to the terms and conditions of the Settlement Agreement and this division.

(3) CONFLICT.—In the event of a conflict between the Settlement Agreement and this division, this division shall control.

(b) INTENT OF CONGRESS.—It is the intent of Congress to provide to the Navajo Allottees benefits that are equivalent to, or exceed, the benefits the Navajo Allottees possess on the day before the date of enactment of this Act, taking into consideration—

(1) the potential risks, cost, and time delay associated with litigation that would be resolved by the Settlement Agreement and this division;

(2) the availability of funding under this division and from other sources;

(3) the availability of water from the Water Rights of the Navajo Nation; and

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

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

(1) NAVAJO NATION AND THE NAVAJO ALLOTTEES.—The United States shall hold the following Water Rights in trust for the benefit of the Navajo Nation and Navajo Allottees:

(A) Underground Water described in subparagraph 4.2 of the Settlement Agreement.

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

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

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

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

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

(G) Water Rights appurtenant to or associated with land held in trust by the United States for the benefit of the Navajo Nation, as described in subparagraphs 4.12, 4.13, 4.15, and 4.16 of the Settlement Agreement.

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

(A) Underground Water described in subparagraph 5.2 of the Settlement Agreement.

(B) Surface Water described in subparagraph 5.4 of the Settlement Agreement.

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

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

(E) Water Rights appurtenant to or associated with land held in trust by the United States for the benefit of the Hopi Tribe, as described in subparagraphs 5.10, 5.11, 5.12, and 5.13 of the Settlement Agreement.

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

(A) Underground Water described in subparagraph 6.2.3 of the Settlement Agreement.

(B) Surface Water described in subparagraph 6.2.4 of the Settlement Agreement.

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

(D) Water Rights appurtenant to or associated with land held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe, as described in subparagraphs 6.5 and 6.6 of the Settlement Agreement.

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

(d) PLACES OF USE.—

(1) NAVAJO NATION.—The rights of the Navajo Nation, and the United States acting as trustee for the Navajo Nation, to the water described in subparagraphs 4.2, 4.4, 4.5, and 4.6 of the Settlement Agreement—

(A) may be used anywhere on the Navajo Reservation or on off-Reservation land held in trust by the United States for the benefit of the Navajo Nation; but

(B) may not be sold, leased, transferred, or in any way used off of the Navajo Reservation or off of land outside the Navajo Reservation that is held in trust by the United States for the benefit of the Navajo Nation.

(2) HOPI TRIBE.—The rights of the Hopi Tribe, and the United States acting as trustee for the Hopi Tribe, to the water described in subparagraphs 5.2, 5.4, and 5.5 of the Settlement Agreement—

(A) may be used anywhere on the Hopi Reservation or on off-Reservation land held in trust by the United States for the benefit of the Hopi Tribe; but

(B) may not be sold, leased, transferred, or in any way used off of the Hopi Reservation or off of land outside the Hopi Reservation that is held in trust by the United States for the benefit of the Hopi Tribe.

(3) SAN JUAN SOUTHERN PAIUTE TRIBE.—The rights of the San Juan Southern Paiute Tribe, and the United States acting as trustee for the San Juan Southern Paiute Tribe, to the water described in subparagraphs 6.2.3, 6.2.4, and 6.2.6 of the Settlement Agreement—

(A) may be used on the San Juan Southern Paiute Southern Area or on land outside the San Juan Southern Paiute Southern Area that is held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe; but

(B) may not be sold, leased, transferred, or in any way used off of the San Juan Southern Paiute Southern Area or off of land outside the San Juan Southern Paiute Southern Area that is held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe.

(e) NONUSE, FORFEITURE, AND ABANDONMENT.—

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

(2) HOPI TRIBE.—Water Rights of the Hopi Tribe described in subparagraphs 5.2, 5.4, 5.5, and 5.7 of the Settlement Agreement and Water Rights relating to land held in trust by the United States for the benefit of the Hopi Tribe, as described in subparagraphs 5.10, 5.11, 5.12, and 5.13 of the Settlement Agreement, shall not be subject to loss by non-use, forfeiture, or abandonment.

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

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

(f) NAVAJO ALLOTTEES.—

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

(2) ENTITLEMENT TO WATER.—The rights of Navajo Allottees, and the United States acting as trustee for Navajo Allottees, to use water on Navajo Allotments located on the Navajo Reservation shall be satisfied solely from the Water Rights described in subsection (c)(1).

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

(4) CLAIMS.—

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

(B) ACTION FOR RELIEF.—After the exhaustion of all remedies available under the Navajo Nation Water Code or other applicable Navajo law pursuant to subparagraph (A), a Navajo Allottee may seek relief under section 7 of the Act of February 8, 1887 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or other applicable law.

(5) AUTHORITY OF THE SECRETARY.—The Secretary may protect the rights of Navajo Allottees in accordance with this subsection.

(g) NAVAJO NATION WATER CODE.—To the extent necessary, and subject to the approval of the Secretary, the Navajo Nation shall amend the Navajo Nation Water Code to provide—

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

(2) a process by which a Navajo Allottee may request that the Navajo Nation provide water in accordance with the Settlement Agreement, including the provision of water under any Navajo Allottee lease under section 4 of the Act of June 25, 1910 (36 Stat. 856, chapter 431; 25 U.S.C. 403);

(3) a due process system for the consideration and determination by the Navajo Nation of any request of a Navajo Allottee (or a successor in interest to a Navajo Allottee) for an allocation of water on a Navajo Allotment, including a process for—

(A) appeal and adjudication of any denied or disputed distribution of water; and

(B) resolution of any contested administrative decision; and

(4) a requirement that any Navajo Allottee asserting a claim relating to the enforcement of rights of the Navajo Allottee under the Navajo Nation Water Code, including to the quantity of water allocated to land of the Navajo Allottee, shall exhaust all remedies available to the Navajo Allottee under Navajo law before initiating an action against the United States or petitioning the Secretary pursuant to subsection (f)(4)(B).

(h) ACTION BY THE SECRETARY.—

(1) IN GENERAL.—During the period beginning on the date of enactment of this Act and ending on the date on which a Navajo

Nation Water Code is amended pursuant to subsection (g), the Secretary shall administer, with respect to the rights of the Navajo Allottees, the Water Rights identified under subsection (c)(1).

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

(A) the amendments described in that subsection have been approved by the Secretary; and

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

(3) APPROVAL PERIOD.—

(A) APPROVAL PERIOD.—Except as provided in subparagraph (B), the Secretary shall approve or disapprove the Navajo Nation Water Code amendments described in subsection (g) not later than 180 days after the date on which the amendments are submitted to the Secretary.

(B) EXTENSION.—The deadline described in subparagraph (A) may be extended by the Secretary after consultation with the Navajo Nation.

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

(1) authorizes any action by a Navajo Allottee against any individual or entity, or against the Navajo Nation, under Federal, State, Tribal, or local law; or

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

SEC. 5006. ALLOCATION AND ASSIGNMENT OF COLORADO RIVER WATER TO THE TRIBES; WATER DELIVERY CONTRACTS.

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

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

(A) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER.—

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

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

(B) NAVAJO NATION CIBOLA WATER.—Pursuant to subparagraph 4.8.2 of the Settlement Agreement, the State has recommended the assignment of Navajo Nation Cibola Water by the Hopi Tribe to the Navajo Nation effective on the Enforceability Date.

(C) NAVAJO NATION FOURTH PRIORITY WATER.—

(i) STATE RECOMMENDATION.—Pursuant to subparagraph 4.9.1 of the Settlement Agreement, the State has recommended the allocation described in clause (ii).

(ii) ALLOCATION.—3,500 AFY of uncontracted Fourth Priority Water reserved for Use in a Navajo-Hopi Indian Water Rights settlement under paragraph 11.3 of the Arizona Water Settlement Agreement among the United States, the State, and CAWCD, as authorized by paragraphs (1) and (2) of section 106(a) of the Central Arizona Project Settlement Act of 2004 (Public Law 108–451; 118 Stat. 3492), is allocated to the Navajo Nation on the Enforceability Date.

(2) ALLOCATION TO HOPI TRIBE AND AMENDMENT TO CIBOLA CONTRACT.—

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

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

(ii) ALLOCATION.—2,300 AFY of Upper Basin Colorado River Water is allocated to the Hopi Tribe on the Enforceability Date.

(B) HOPI TRIBE CIBOLA WATER.—Pursuant to subparagraph 5.8.1 of the Settlement Agreement, the State has recommended the amendment of the existing Hopi Tribe Cibola Contract to reduce the Fourth Priority Water diversion entitlement of the Hopi Tribe to 4,178 AFY, and to provide for additional Uses and places of Use of Hopi Tribe Cibola Water, effective on the Enforceability Date.

(b) COLORADO RIVER WATER USE AND STORAGE.—

(1) IN GENERAL.—

(A) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER AND HOPI TRIBE UPPER BASIN COLORADO RIVER WATER.—Navajo Nation Upper Basin Colorado River Water and Hopi Tribe Upper Basin Colorado River Water may be used at any location within the State.

(B) NAVAJO NATION CIBOLA WATER, NAVAJO NATION FOURTH PRIORITY WATER, AND HOPI TRIBE CIBOLA WATER.—Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, and Hopi Tribe Cibola Water may be used at any location within the State.

(C) STORAGE IN ARIZONA.—

(i) IN GENERAL.—Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water may be stored at underground storage facilities or Groundwater savings facilities located—

(I) within the Navajo Reservation in accordance with Navajo law, or State law if mutually agreed to by the Navajo Nation and the State;

(II) within the Hopi Reservation in accordance with Hopi law, or State law if mutually agreed to by the Hopi Tribe and the State;

(III) on any other Indian reservation located in the State in accordance with applicable law; and

(IV) within the State and outside of any Indian reservation in accordance with State law.

(ii) STORAGE CREDITS.—

(I) IN GENERAL.—The Navajo Nation and the Hopi Tribe may assign any long-term storage credits accrued as a result of storage under clause (i) in accordance with applicable law.

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

(D) TRANSPORTATION OF WATER THROUGH THE CAP SYSTEM.—The Navajo Nation or the Hopi Tribe may transport Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water through the CAP system for storage or Use in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the Use of the CAP system to transport water other than CAP Water, subject to payment of applicable charges.

(2) STORAGE IN NEW MEXICO.—

(A) IN GENERAL.—The Navajo Nation may store its Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water at the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico, subject to the condition that the water stored at the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir is subsequently transported to the State for Use in the State.

(B) CREDIT AGAINST UPPER BASIN COLORADO RIVER WATER.—

(i) IN GENERAL.—Any storage of Navajo Nation Upper Basin Colorado River Water in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir shall be credited against Upper Basin Colorado River Water in the year in which the diversions for storage in the Reservoir occurs.

(ii) ACCOUNTING.—Water described in clause (i) shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir.

(C) CREDIT AGAINST STATE APPORTIONMENT OF LOWER BASIN COLORADO RIVER WATER.—

(i) IN GENERAL.—Any storage of Navajo Nation Cibola Water or Navajo Nation Fourth Priority Water in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir shall be credited against the apportionment of the State of Lower Basin Colorado River Water in the year in which the diversion for storage in the Navajo Reservoir or Frank Chee Willetto, Sr. Reservoir occurs.

(ii) ACCOUNTING.—Water described in clause (i) shall be accounted for and reported by the Secretary separately from any other water stored in the Navajo Reservoir or the Frank Chee Willetto, Sr. Reservoir.

(3) NO USE OUTSIDE ARIZONA.—

(A) NAVAJO NATION.—The Navajo Nation—

(i) may divert its Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water in the State, New Mexico, and Utah; and

(ii) with the exception of storage in the Navajo Reservoir and Frank Chee Willetto, Sr. Reservoir in New Mexico under paragraph (2), may not use, lease, exchange, forbear, or otherwise transfer any of the water for Use directly or indirectly outside of the State.

(B) HOPI TRIBE.—The Hopi Tribe—

(i) may divert its Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water in the State; and

(ii) may not use, lease, exchange, forbear, or otherwise transfer any of the water described in clause (i) for Use directly or indirectly outside of the State.

(4) STORAGE CONTRACT REQUIREMENTS.—

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

(i) the place of storage of the water;

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

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

(B) CONFLICTS.—A contract to store Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water shall not conflict with the Settlement Agreement or this division.

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

(1) NAVAJO NATION WATER DELIVERY CONTRACTS FOR NAVAJO NATION UPPER BASIN COLORADO RIVER WATER.—

(A) IN GENERAL.—The Secretary shall enter into a water delivery contract with the Navajo Nation for Navajo Nation Upper Basin Colorado River Water in accordance with the Settlement Agreement, which shall provide for, among other things—

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

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

(iii) 1 or more storage locations at any place within the State and in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;

(iv) Use at any location within the State; and

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

(B) EXISTING WATER SERVICE CONTRACT.—

(i) IN GENERAL.—Water Service Contract No. 09-WC-40-318 between the United States and the Navajo Nation 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 other than as described in the Hopi Tribe Existing Cibola Contract;

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

(C) storage in any location within the State and in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;

(D) Use at any location within the State;

(E) delivery of Navajo Nation Cibola Water to the Navajo Nation's lessees and exchange partners in the Upper Basin and the Lower Basin within the State; and

(F) curtailment as provided in subsection (e).

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

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

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

(C) storage in any location within the State and in the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico;

(D) Use at any location within the State;

(E) delivery of Navajo Nation Fourth Priority Water to the Navajo Nation's lessees and exchange partners in the Upper Basin and the Lower Basin within the State; and

(F) curtailment as provided in subsection (e).

(4) HOPI TRIBE DELIVERY CONTRACTS FOR HOPI TRIBE UPPER BASIN COLORADO RIVER WATER.—The Secretary shall enter into a water delivery contract with the Hopi Tribe for Hopi Tribe Upper Basin Colorado River Water in accordance with the Settlement Agreement, which shall provide for, among other things—

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

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

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

(D) Use at any location within the State; and

(E) delivery of Hopi Tribe Upper Basin Colorado River Water to the Hopi Tribe's lessees and exchange partners in the Upper Basin and the Lower Basin within the State.

(5) HOPI TRIBE WATER DELIVERY CONTRACT FOR HOPI TRIBE CIBOLA WATER.—The Secretary shall enter into a water delivery contact with the Hopi Tribe for Hopi Tribe Cibola Water in accordance with the Settlement Agreement, which shall provide for, among other things—

(A) the delivery of up to 4,178 AFY of Fourth Priority water, 750 AFY of Fifth Priority Water, and 1,000 AFY of Sixth Priority Water;

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

(C) storage in any location within the State;

(D) Use at any location within the State, consistent with subparagraph 5.8.3 of the Settlement Agreement;

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

(F) curtailment as provided in subsection (e).

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

(1) Except for storage by the Navajo Nation at the Navajo Reservoir and the Frank Chee Willetto, Sr. Reservoir in New Mexico, a water delivery contract shall not permit the Use of the water outside of the State.

(2) A water delivery contract shall not, either temporarily or permanently, alter or reduce the annual Lower Basin apportionment of the State pursuant to the Boulder Canyon Project Act (43 U.S.C. 617 et seq.) and the Decree, or annual Upper Basin apportionment pursuant to the Upper Colorado River Basin Compact, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes.

(3) Nothing in a water delivery contract shall alter or impair the rights, authorities, and interests of the State under the Boulder Canyon Project Act (43 U.S.C. 617 et seq.), the contract between the United States and the State dated February 9, 1944, the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes, or the Decree.

(4) A water delivery contract shall not limit the ability of the State to seek or advocate changes in the operating rules, criteria, or guidelines of the Colorado River System as those rules, criteria, or guidelines apply to the apportionments of the State from the Upper Basin and the Lower Basin of the Colorado River.

(5) In the event that a water delivery contract will result in the delivery of Upper Basin Colorado River Water to the Lower Basin or Lower Basin Colorado River Water to the Upper Basin, the Secretary shall confer with the State prior to executing that water delivery contract with respect to—

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

(B) the annual accounting conducted by the Bureau for the water on the Colorado River apportionments of the State in the Upper Basin and Lower Basin; and

(C) as appropriate, the impact of the water deliveries on the operations of the Central Arizona Project.

(6) A water delivery contract shall identify—

(A) the place of Use of the water;

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

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

(D) each point of diversion under the contract.

(7) A water delivery contract shall not prejudice the interests of the State, or serve as precedent against the State, in any litigation relating to the apportionment, diversion, storage, or Use of water from the Colorado River System.

(8) In the case of a conflict between a water delivery contract and this division or the Settlement Agreement, this division or the Settlement Agreement shall control.

(9) Any material amendment or modification of a water delivery contract shall comply with, and be subject to, all requirements and limitations for the water delivery contract, as described in the Settlement Agreement and this division.

(10) A water delivery contract shall become effective on the Enforceability Date and, once effective, shall be permanent and without limit as to term.

(11) The United States shall waive Colorado River Storage Project standby charges and delivery charges and annual administration fees for water delivered pursuant to a water delivery contract.

(e) CURTAILMENT.—

(1) NAVAJO NATION CIBOLA WATER AND NAVAJO NATION FOURTH PRIORITY WATER.—Delivery of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water, 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 non-CAP Fourth Priority Water.

(2) OTHER LOWER BASIN COLORADO RIVER WATER ACQUIRED BY THE NAVAJO NATION.—Any other Lower Basin Colorado River Water that the Navajo Nation 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.

(3) HOPI TRIBE CIBOLA WATER.—

(A) FOURTH PRIORITY.—Delivery of Hopi Tribe Cibola Water of fourth 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 non-CAP Fourth Priority Water.

(B) 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.

(4) OTHER LOWER BASIN COLORADO RIVER WATER ACQUIRED BY THE HOPI TRIBE.—Any other 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.

(f) USE OF THE COLORADO RIVER MAINSTREAM AND SAN JUAN RIVER.—

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

(A) the Colorado River mainstream and dams and works on the mainstream controlled or operated by the United States, which regulate the flow of water in the mainstream or the diversion of water from the mainstream in the Upper Basin or the Lower Basin to transport and deliver Navajo Nation Upper Basin Colorado River Water, Hopi Tribe Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo

Nation Fourth Priority Water, and Hopi Tribe Cibola Water; and

(B) the San Juan River and the dams and works described in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the Settlement Agreement to transport, store, and deliver Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water.

(2) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER; HOPI TRIBE UPPER BASIN COLORADO RIVER WATER.—Navajo Nation Upper Basin Colorado River Water or Hopi Tribe Upper Basin Colorado River Water that enters the Lower Basin at Lee Ferry shall—

(A) retain its character as Upper Basin Colorado River Water; and

(B) be accounted for separately by the Secretary in a manner such that the Navajo Nation Upper Basin Colorado River Water or the Hopi Tribe Upper Basin Colorado River Water is not subject to paragraphs II(A) and II(B) of the Decree.

(3) SAN JUAN RIVER.—Navajo Nation Upper Basin Colorado River Water that enters the San Juan River and the dams and works described in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the Settlement Agreement shall retain its character as Upper Basin Colorado River Water, but if Navajo Nation Upper Basin Colorado River Water spills from dams on the San Juan River described in subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the Settlement Agreement, that water shall become part of the San Juan River system.

(g) ACQUISITIONS OF ENERGY.—Amounts of energy needed to deliver water to the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe shall be acquired by the Tribes.

(h) REPORTING BY NAVAJO NATION AND HOPI TRIBE.—

(1) NAVAJO NATION.—

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

(i) the annual diversion amount, point of diversion, and places of Use of Navajo Nation Upper Basin Colorado River Water;

(ii) the annual diversion amount, point of diversion, and places of Use of Navajo Nation Cibola Water;

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

(iv) the location and annual amount of any off-Reservation storage of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water;

(v) the amount of an off-Reservation exchange involving Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water; and

(vi) the location and annual amount of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water leased off-Reservation.

(B) MEASUREMENT OF DIVERTED WATER.—

(i) IN GENERAL.—In order to accurately measure the flow of water diverted in the Upper Basin for Use by the Navajo Nation in the State, the Navajo Nation shall install suitable measuring devices at or near each point of diversion of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water from the Colorado River's mainstem in the Upper Basin and the San Juan River in the Upper Basin.

(ii) NOTIFICATION.—The Navajo Nation shall notify the Arizona Department of Water Resources, in writing, of any annual reporting conflicts between the Bureau, the Navajo Nation, or the Upper Colorado River Commission prior to the completion by the Bureau of the annual ''Colorado River Accounting and Water Use Report for the Lower Basin''.

(2) HOPI TRIBE.—

(A) IN GENERAL.—Beginning on March 1 of the first year following the year in which the Enforceability Date occurs, and on March 1 of each year thereafter, the Hopi Tribe shall submit to the Arizona Department of Water Resources a report describing—

(i) the annual diversion amount, point of diversion, and places of Use of Hopi Tribe Upper Basin Colorado River Water;

(ii) the annual diversion amount, point of diversion, and places of Use of Hopi Tribe Cibola Water;

(iii) the location and annual amount of any off-Reservation storage of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water;

(iv) the amount of an off-Reservation exchange involving Hopi Tribe Upper Basin Colorado River Water or Hopi Tribe Cibola Water; and

(v) the location and annual amount of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water leased off-Reservation.

(B) MEASUREMENT OF DIVERTED WATER.—

(i) IN GENERAL.—In order to accurately measure the flow of water diverted in the Upper Basin for Use by the Hopi Tribe in the State, the Hopi Tribe shall install suitable measuring devices at or near each point of diversion of Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water from the Colorado River's mainstem in the Upper Basin.

(ii) NOTIFICATION.—The Hopi Tribe shall notify the Arizona Department of Water Resources, in writing, of any annual reporting conflicts between the Bureau, the Hopi Tribe, or the Upper Colorado River Commission prior to the completion by the Bureau of the annual ''Colorado River Accounting and Water Use Report for the Lower Basin''.

SEC. 5007. COLORADO RIVER WATER LEASES AND EXCHANGES; USES.

(a) IN GENERAL.—Subject to approval by the Secretary—

(1) the Navajo Nation may enter into leases, or options to lease, or exchanges, or options to exchange, Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water, for Use and storage in the State, in accordance with the Settlement Agreement and all applicable Federal and State laws governing the transfer of Colorado River Water entitlements within the State; and

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

(b) TERMS OF LEASES AND EXCHANGES.—

(1) ON-RESERVATION LEASING.—

(A) IN GENERAL.—The Navajo Nation may lease the Navajo Nation Upper Basin Colorado River Water, the Navajo Nation Cibola Water, and the Navajo Nation Fourth Priority Water for Use or storage on the Navajo Reservation and the Hopi Tribe may lease Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water for Use or storage on the Hopi Reservation.

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

(i) the leasing regulations of the Navajo Nation or Hopi Tribe, as applicable; 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 LEASING.—

(A) NAVAJO NATION LEASING.—Subject to approval by the Secretary for an off-Reservation lease, the Navajo Nation may lease Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, and Navajo Nation Fourth Priority Water for Use or storage off of the Navajo Reservation anywhere within the State, in accordance with the Settlement Agreement and all applicable Federal and State laws governing the transfer of Colorado River Water within the State.

(B) HOPI TRIBE LEASING.—Subject to approval by the Secretary for an off-Reservation lease, the Hopi Tribe may lease Hopi Tribe Upper Basin Colorado River Water and Hopi Tribe Cibola Water for Use or storage off of the Hopi Reservation anywhere within the State, in accordance with the Settlement Agreement and all applicable Federal and State laws governing the transfer of Colorado River Water within the State.

(C) TERM OF LEASES AND EXCHANGES.—

(i) LEASES.—A contract to lease and an option to lease off of the Reservation under subparagraph (A) or (B), as applicable, shall be for a term not to exceed 100 years.

(ii) EXCHANGES.—An exchange or option to exchange shall be for the term provided for in the exchange or option, as applicable.

(D) RENEGOTIATION; RENEWAL.—The Navajo Nation and the Hopi Tribe may, with the approval of the Secretary, renegotiate any lease described in subparagraph (A) or (B), as applicable, at any time during the term of that lease, subject to the condition that the term of the renegotiated lease off of the Reservation may not exceed 100 years.

(3) REQUIREMENTS FOR ALL CONTRACTS TO LEASE AND CONTRACTS TO EXCHANGE.—All contracts to lease or exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Colorado River Water, and Hopi Tribe Cibola Water shall—

(A) identify the places of Use of the water, the purpose of the Uses of the water during the term of the contract, the mechanisms for delivery of the water, and each point of diversion under the contract; and

(B) provide that the water received from the Navajo Nation or the Hopi Tribe, as applicable, shall be used in accordance with applicable law.

(4) NO CONFLICT WITH SETTLEMENT AGREEMENT OR THIS DIVISION.—A contract to lease or exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water shall not conflict with the Settlement Agreement or this division.

(c) PROHIBITION ON PERMANENT ALIENATION.—No Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water may be permanently alienated.

(d) ENTITLEMENT TO LEASE AND EXCHANGE MONIES.—

(1) ENTITLEMENT.—The Navajo Nation or the Hopi Tribe, as applicable, shall be entitled to all consideration due to the Navajo Nation or Hopi Tribe under any lease, option to lease, exchange, or option to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe

Upper Basin Colorado River Water, or Hopi Tribe Cibola Water entered into by the Navajo Nation or the Hopi Tribe.

(2) EXCLUSION.—The United States shall not, in any capacity, be entitled to the consideration described in paragraph (1).

(3) OBLIGATION OF THE UNITED STATES.—The United States shall not, in any capacity, have any trust or other obligation to monitor, administer, or account for, in any manner, any funds received by the Navajo Nation or the Hopi Tribe as consideration under any lease, option to lease, exchange, or option to exchange Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water entered into by the Navajo Nation or the Hopi Tribe.

(e) DELIVERY OF COLORADO RIVER WATER TO LESSEES.—All lessees of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water shall pay all OM&R charges, all energy charges, and all other applicable charges associated with the delivery of the leased water.

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

(1) CAWCD APPROVAL.—The Navajo Nation, the Hopi Tribe, or any person who leases Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water under subsection (a) may transport that Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water, as applicable, through the CAP system in accordance with all laws of the United States and the agreements between the United States and CAWCD governing the use of the CAP system to transport water other than CAP water, and other applicable charges.

(2) LESSEE RESPONSIBILITY FOR CHARGES.—Any lease or option to lease providing for the temporary delivery of Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, and Hopi Tribe Cibola Water through the CAP system shall require the lessee to pay the CAP operating agency all CAP fixed OM&R charges and all CAP pumping energy charges associated with the delivery of the leased water, and other applicable charges.

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

(4) PAYMENT IN ADVANCE.—No leased Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water shall be delivered through the CAP system unless the CAP fixed OM&R charges, the CAP pumping energy charges, and other applicable charges associated with the delivery of that Navajo Nation Upper Basin Colorado River Water, Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, Hopi Tribe Upper Basin Colorado River Water, or Hopi Tribe Cibola Water, as applicable, have been paid in advance.

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

SEC. 5008. IINÁ BÁ – PAA TUWAQAT'SI PIPELINE.

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

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

(A) IN GENERAL.—The Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct the iiná bá – paa tuwaqat'si pipeline.

(B) PROJECT CONSTRUCTION COMMITTEE.—As provided in subparagraph 12.1.4 of the Settlement Agreement, the Secretary shall form a Project Construction Committee, which shall include the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, for purposes of planning and designing the iiná bá – paa tuwaqat'si pipeline to provide water delivery to the Navajo Reservation, the Hopi Reservation, and the San Juan Southern Paiute Southern Area.

(C) DESIGN.—The iiná bá – paa tuwaqat'si pipeline shall be substantially configured as Alternative 5, Option B-100 described in the report of the Bureau entitled ''Navajo-Hopi Value Planning Study—Arizona'' and dated October 2020.

(D) EXISTING COMPONENTS.—The iiná bá – paa tuwaqat'si pipeline may include components that have already been built or acquired by the Navajo Nation or the Hopi Tribe as a contribution by the Navajo Nation or the Hopi Tribe towards the cost of planning, designing, and constructing the pipeline.

(E) USE OF PIPELINE.—The iiná bá – paa tuwaqat'si pipeline shall deliver potable water for domestic, commercial, municipal, and industrial Uses and be capable of delivering from Lake Powell—

(i) up to 7,100 AFY of potable Colorado River Water to the Navajo Nation for Use in delivering up to 6,750 AFY to serve Navajo communities and up to 350 AFY to serve the San Juan Southern Paiute Southern Area; and

(ii) up to 3,076 AFY of potable Colorado River Water to the Hopi Tribe for Use in delivering up to 3,076 AFY to serve Hopi communities.

(F) COMMENCEMENT OF CONSTRUCTION.—Construction of the iiná bá – paa tuwaqat'si pipeline shall commence after environmental compliance, design, construction phasing, cost estimating, and value engineering have occurred and the phasing of construction has been agreed by the Secretary, the Navajo Nation, and the Hopi Tribe, with the Secretary deciding on phasing if an agreement is not reached.

(2) 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 all or a phase of the iiná bá – paa tuwaqat'si pipeline, in accordance with paragraph (3), 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 between Moenkopi and the boundary of the 1882 Reservation and the right-of-way for that section of the iiná bá – paa tuwaqat'si pipeline, to the Hopi Tribe.

(3) SUBSTANTIAL COMPLETION.—

(A) IN GENERAL.—The Secretary shall determine that the iiná bá – paa tuwaqat'si pipeline or a phase of the iiná bá – paa tuwaqat'si pipeline is substantially complete after consultation with the Navajo Nation and the Hopi Tribe.

(B) SUBSTANTIAL COMPLETION DESCRIBED.—Substantial completion of the iiná bá – paa tuwaqat'si pipeline project or a phase of the iiná bá – paa tuwaqat'si pipeline project occurs when the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of water as set forth in the final project design described in subsection (a)(1)(C).

(4) OPERATION.—

(A) PROJECT OPERATION COMMITTEE.—The Secretary shall form a Project Operation Committee, which shall include the Navajo Nation and the Hopi Tribe—

(i) to develop a project operations agreement to be executed by the Navajo Nation, the Hopi Tribe, and the Secretary prior to substantial completion of any phase of the iiná bá – paa tuwaqat'si pipeline that will provide water to the Navajo Nation and the Hopi Tribe; and

(ii) to describe all terms and conditions necessary for long-term operations of the iiná bá – paa tuwaqat'si pipeline, including—

(I) distribution of water;

(II) responsibility for maintenance of the iiná bá – paa tuwaqat'si pipeline or section of the iiná bá – paa tuwaqat'si pipeline;

(III) the allocation and payment of annual OM&R costs of the iiná bá – paa tuwaqat'si pipeline or section of the iiná bá – paa tuwaqat'si pipeline based on the proportionate uses and ownership of the iiná bá – paa tuwaqat'si pipeline; and

(IV) a right to sue in a district court of the United States to enforce the project operations agreement.

(B) NAVAJO TRIBE OPERATION.—The Navajo Nation shall operate the section of the iiná bá – paa tuwaqat'si pipeline that delivers water to the Navajo communities, other than Coal Mine Mesa, and that may deliver water through the iiná bá – paa tuwaqat'si pipeline to the San Juan Southern Paiute Tribe.

(C) HOPI TRIBE OPERATION.—The Hopi Tribe shall operate the section of the iiná bá – paa tuwaqat'si pipeline that delivers water to Moenkopi, the 1882 Reservation, and the Navajo community of Coal Mine Mesa.

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

(1) IN GENERAL.—In partial consideration for the funding provided under section 5013, the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe shall each timely consent to the grant of rights-of-way as described in, and in accordance with, subparagraphs 12.5.1, 12.5.2, and 12.5.3 of the Settlement Agreement.

(2) LEGAL DEVICES.—With the consent of each affected Tribe, the Secretary may enter into legal devices, other than rights-of-way, such as construction corridors, when operating within the jurisdiction of the Navajo Nation, Hopi Tribe, or San Juan Southern Paiute Tribe in furtherance of the planning, design, and construction of the iiná bá – paa tuwaqat'si pipeline.

(3) AUTHORIZATION AND GRANTING OF RIGHTS-OF-WAY.—The Secretary shall grant the rights-of-way consented to by the Tribes under paragraph (1).

SEC. 5009. IINÁ BÁ – PAA TUWAQAT'SI PIPELINE IMPLEMENTATION FUND ACCOUNT.

(a) ESTABLISHMENT.—The Secretary shall establish a non-trust, interest-bearing account, to be known as the ''iiná bá – paa

tuwaqat'si pipeline Implementation Fund Account'', to be managed and distributed by the Secretary, for use by the Secretary in carrying out this division.

(b) DEPOSITS.—The Secretary shall deposit in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account the amounts made available pursuant to section 5013(a)(1).

(c) USES.—The iiná bá – paa tuwaqat'si pipeline Implementation Fund Account shall be used by the Secretary to carry out section 5008.

(d) INTEREST.—In addition the amounts deposited in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account under subsection (b), any investment earnings, including interest credited to amounts unexpended in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account, are authorized to be appropriated to be used in accordance with the uses described in subsection (c).

SEC. 5010. NAVAJO NATION WATER SETTLEMENT TRUST FUND.

(a) ESTABLISHMENT.—The Secretary shall establish a trust fund for the Navajo Nation, to be known as the ''Navajo Nation Water Settlement Trust Fund,'' to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Navajo Nation Water Settlement Trust Fund under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this division.

(b) ACCOUNTS.—The Secretary shall establish in the Navajo Nation Water Settlement Trust Fund the following accounts:

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

(2) The Navajo Nation OM&R Trust Fund Account.

(3) The Navajo Nation Agricultural Conservation Trust Fund Account.

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

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

(c) DEPOSITS.—The Secretary shall deposit—

(1) in the Navajo Nation Water Projects Trust Fund Account, the amounts made available pursuant to subparagraph (A)(i) of section 5013(b)(3);

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

(3) in the Navajo Nation Agricultural Conservation Trust Fund Account, the amounts made available pursuant to subparagraph (A)(iii) of that section;

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

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

(d) MANAGEMENT AND INTEREST.—

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

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

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

(C) this subsection.

(2) INVESTMENT EARNINGS.—In addition to the deposits made to the Navajo Nation Water Settlement Trust Fund under subsection (c), any investment earnings, including interest, credited to amounts held in the Navajo Nation Water Settlement Trust Fund are authorized to be appropriated to be used in accordance with subsection (f).

(e) WITHDRAWALS.—

(1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.—

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

(B) REQUIREMENTS.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the Tribal management plan under this paragraph shall require that the Navajo Nation spend all amounts withdrawn from the Navajo Nation Water Settlement Trust Fund, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this division.

(C) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary—

(i) to enforce a Tribal management plan; and

(ii) to ensure that amounts withdrawn from the Navajo Nation Water Settlement Trust Fund by the Navajo Nation under this paragraph are used in accordance with this division.

(2) EXPENDITURE PLAN.—

(A) IN GENERAL.—The Navajo Nation may submit to the Secretary a request to withdraw funds from the Navajo Nation Water Settlement Trust Fund pursuant to an approved expenditure plan.

(B) REQUIREMENTS.—To be eligible to withdraw funds under an expenditure plan under this paragraph, the Navajo Nation shall submit to the Secretary for approval an expenditure plan for any portion of the Navajo Nation Water Settlement Trust Fund that the Navajo Nation elects to withdraw pursuant to this paragraph, subject to the condition that the funds shall be used for the purposes described in this division.

(C) INCLUSIONS.—An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Navajo Nation Water Settlement Trust Fund Accounts will be used by the Navajo Nation in accordance with subsection (f).

(D) APPROVAL.—On receipt of an expenditure plan under this paragraph, the Secretary shall approve the expenditure plan if the Secretary determines that the expenditure plan—

(i) is reasonable; and

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

(E) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this division.

(f) USES.—Amounts from the Navajo Nation Water Settlement Trust Fund shall be used by the Navajo Nation for the following purposes:

(1) NAVAJO NATION WATER PROJECTS TRUST FUND ACCOUNT.—Amounts in the Navajo Nation Water Projects Trust Fund Account may only be used for the purpose of environmental compliance, planning, engineering activities, and construction of projects designed to deliver potable water to communities, such as Leupp, Dilkon, Ganado, Black Mesa, Sweetwater, Chinle, Lupton/Nahata Dziil Area, Kayenta, and Oljato.

(2) NAVAJO NATION OM&R TRUST FUND ACCOUNT.—Amounts in the Navajo Nation OM&R Trust Fund Account may only be used to pay OM&R costs of the Navajo Water projects described in paragraph (1) and the iiná bá – paa tuwaqat'si pipeline project.

(3) NAVAJO NATION AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT.—

(A) IN GENERAL.—Subject to subparagraph (B), amounts in the Navajo Nation Agricultural Conservation Trust Fund Account may only be used to pay the costs of improvements to reduce water shortages on the historically irrigated land of the Navajo Nation, including sprinklers, drip or other efficient irrigation systems, land leveling, wells, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding and management, fencing, wind breaks, and alluvial wells.

(B) LIMITATION.—Not more than half of the amounts in the Navajo Nation Agricultural Conservation Trust Fund Account may be used for replacement and development of livestock wells and impoundments on the Navajo Reservation and Navajo Trust Land.

(4) NAVAJO NATION RENEWABLE ENERGY TRUST FUND ACCOUNT.—Amounts in the Navajo Nation Renewable Energy Trust Fund Account may only be used to pay the cost of planning, designing, and constructing renewable energy facilities to support the costs of operating the Navajo Nation Water projects and the iiná bá – paa tuwaqat'si pipeline.

(5) NAVAJO NATION LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT.—Amounts in the Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account may only be used to purchase land within the State and associated Lower Basin Colorado River Water Rights.

(g) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Navajo Nation Water Settlement Trust Fund by the Navajo Nation pursuant to subsection (e).

(h) TITLE TO INFRASTRUCTURE.—Title to, control over, and operation of any project constructed using funds from the Navajo Nation Water Settlement Trust Fund shall remain in the Navajo Nation.

(i) ACCOUNT TRANSFERS.—If the activities described in any of paragraphs (1) through (5) of subsection (f) are complete and amounts remain in the applicable Trust Fund Account described in those paragraphs, the Secretary, at the request of the Navajo Nation, shall transfer the remaining amounts to one of the other accounts within the Navajo Nation Water Settlement Trust Fund.

(j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA TUWAQAT'SI PIPELINE.—In its sole discretion, the Navajo Nation may use amounts in the Navajo Nation Water Settlement Trust Fund to supplement funds in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account.

(k) ANNUAL REPORT.—The Navajo Nation shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan approved under paragraph (1) of subsection (e) or an expenditure plan approved under paragraph (2) of that subsection.

(l) NO PER CAPITA PAYMENTS.—No principal or interest amount in any account established by this section shall be distributed to any member of the Navajo Nation on a per capita basis.

(m) EFFECT.—Nothing in this section entitles the Navajo Nation to judicial review of

a determination of the Secretary relating to whether to approve a Tribal management plan under paragraph (1) of subsection (e) or an expenditure plan under paragraph (2) of that subsection, except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the ''Administrative Procedure Act'').

SEC. 5011. HOPI TRIBE SETTLEMENT TRUST FUND.

(a) ESTABLISHMENT.—The Secretary shall establish a trust fund for the Hopi Tribe, to be known as the ''Hopi Tribe Water Settlement Trust Fund'', to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Hopi Tribe Water Settlement Trust Fund under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this division.

(b) ACCOUNTS.—The Secretary shall establish in the Hopi Tribe Water Settlement Trust Fund the following accounts:

(1) The Hopi Tribe Groundwater Projects Trust Fund Account.

(2) The Hopi Tribe OM&R Trust Fund Account.

(3) The Hopi Tribe Agricultural Conservation Trust Fund Account.

(4) The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account.

(c) DEPOSITS.—The Secretary shall deposit—

(1) in the Hopi Tribe Groundwater Projects Trust Fund Account, the amounts made available pursuant to clause (i) of section 5013(b)(3)(B);

(2) in the Hopi Tribe OM&R Trust Fund Account, the amounts made available pursuant to clause (ii) of that section;

(3) in the Hopi Tribe Agricultural Conservation Trust Fund Account, the amounts made available pursuant to clause (iii) of that section; and

(4) in the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account, the amounts made available pursuant to clause (iv) of that section.

(d) MANAGEMENT AND INTEREST.—

(1) MANAGEMENT.—On receipt and deposit of the funds into the accounts in the Hopi Tribe Water Settlement Trust Fund pursuant to subsection (c), the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under—

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

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

(C) this subsection.

(2) INVESTMENT EARNINGS.—In addition to the deposits made to the Hopi Tribe Water Settlement Trust Fund under subsection (c), any investment earnings, including interest, credited to amounts held in accounts of the Hopi Tribe Water Settlement Trust Fund are authorized to be appropriated to be used in accordance with subsection (f).

(e) WITHDRAWALS.—

(1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.—

(A) IN GENERAL.—The Hopi Tribe may withdraw any portion of the amounts in the Hopi Tribe Water Settlement Trust Fund on approval by the Secretary of a Tribal management plan submitted by the Hopi Tribe in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(B) REQUIREMENTS.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the Tribal management plan under this paragraph shall require that the Hopi Tribe spend all amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this division.

(C) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary—

(i) to enforce a Tribal management plan; and

(ii) to ensure that amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund by the Hopi Tribe under this paragraph are used in accordance with this division.

(2) EXPENDITURE PLAN.—

(A) IN GENERAL.—The Hopi Tribe may submit to the Secretary a request to withdraw funds from the Hopi Tribe Water Settlement Trust Fund pursuant to an approved expenditure plan.

(B) REQUIREMENTS.—To be eligible to withdraw funds under an expenditure plan under this paragraph, the Hopi Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the Hopi Tribe Water Settlement Trust Fund that the Hopi Tribe elects to withdraw pursuant to this paragraph, subject to the condition that the funds shall be used for the purposes described in this division.

(C) INCLUSIONS.—An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts will be used by the Hopi Tribe in accordance with subsection (f).

(D) APPROVAL.—On receipt of an expenditure plan under this paragraph, the Secretary shall approve the expenditure plan if the Secretary determines that the expenditure plan—

(i) is reasonable; and

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

(E) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this division.

(f) USES.—Amounts from the Hopi Tribe Water Settlement Trust Fund shall be used by the Hopi Tribe for the following purposes:

(1) THE HOPI TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—Amounts in the Hopi Tribe Groundwater Projects Trust Fund Account may only be used for the purpose of environmental compliance, planning, engineering and design activities, and construction to deliver water to Hopi communities.

(2) THE HOPI TRIBE OM&R TRUST FUND ACCOUNT.—Amounts in the Hopi Tribe OM&R Trust Fund Account may only be used to pay the OM&R costs of the Hopi Groundwater projects described in paragraph (1) and the iiná bá – paa tuwaqat'si pipeline project.

(3) THE HOPI TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT.—Amounts in the Hopi Tribe Agricultural Conservation Trust Fund Account may only be used to pay the costs of improvements to reduce water shortages on the historically irrigated land and grazing land of the Hopi Tribe, including sprinklers, drip or other efficient irrigation systems, land leveling, wells, impoundments, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding and management, fencing, and wind breaks or alluvial wells, and spring restoration, repair, replacement, and relocation of low technology structures to support Akchin farming, flood-water farming, and other traditional farming practices.

(4) THE HOPI TRIBE LOWER BASIN COLORADO RIVER WATER ACQUISITION TRUST FUND ACCOUNT.—Amounts in the Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account may only be used to purchase land within the State and associated Lower Basin Colorado River Water Rights.

(g) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Hopi Tribe Water Settlement Trust Fund Accounts by the Hopi Tribe pursuant to subsection (e).

(h) TITLE TO INFRASTRUCTURE.—Title to, control over, and operation of any project constructed using funds from the Hopi Tribe Water Settlement Trust Fund shall remain in the Hopi Tribe.

(i) ACCOUNT TRANSFERS.—If the activities described in any of paragraphs (1) through (4) of subsection (f) are complete and amounts remain in the applicable Trust Fund Account described in those paragraphs, the Secretary, at the request of the Hopi Tribe, shall transfer the remaining amounts to one of the other accounts within the Hopi Tribe Water Settlement Trust Fund.

(j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA TUWAQAT'SI PIPELINE.—In its sole discretion, the Hopi Tribe may use amounts in the Hopi Tribe Water Settlement Trust Fund to supplement funds in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account.

(k) ANNUAL REPORT.—The Hopi Tribe shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan under paragraph (1) of subsection (e) or an expenditure plan under paragraph (2) of that subsection.

(l) NO PER CAPITA PAYMENTS.—No principal or interest amount in any account established by this section shall be distributed to any member of the Hopi Tribe on a per capita basis.

(m) EFFECT.—Nothing in this section entitles the Hopi Tribe to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (1) of subsection (e) or an expenditure plan under paragraph (2) of that subsection, except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the ''Administrative Procedure Act'').

SEC. 5012. SAN JUAN SOUTHERN PAIUTE TRIBE WATER SETTLEMENT TRUST FUND.

(a) ESTABLISHMENT.—The Secretary shall establish a trust fund for the San Juan Southern Paiute Tribe, to be known as the ''San Juan Southern Paiute Tribe Water Settlement Trust Fund'', to be managed, invested, and distributed by the Secretary and to remain available until expended, withdrawn, or reverted to the general fund of the Treasury, consisting of the amounts deposited in the Trust Fund Accounts under subsection (c), together with any investment earnings, including interest, earned on those amounts, for the purpose of carrying out this division.

(b) ACCOUNTS.—The Secretary shall establish in the San Juan Southern Paiute Tribe Water Settlement Trust Fund the following accounts:

(1) The San Juan Southern Paiute Tribe Groundwater Projects Trust Fund Account.

(2) The San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account.

(3) The San Juan Southern Paiute Tribe OM&R Trust Fund Account.

(c) DEPOSITS.—The Secretary shall deposit—

(1) in the San Juan Southern Paiute Tribe Groundwater Projects Trust Fund Account, the amounts made available pursuant to clause (i) of section 5013(b)(3)(C);

(2) in the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account, the amounts made available pursuant to clause (iii) of that section; and

(3) in the San Juan Southern Paiute Tribe OM&R Trust Fund Account, the amounts made available pursuant to clause (ii) of that section.

(d) MANAGEMENT AND INTEREST.—

(1) MANAGEMENT.—On receipt and deposit of the funds into the accounts in the San Juan Southern Paiute Water Settlement Trust Fund pursuant to subsection (c), the Secretary shall manage, invest, and distribute all amounts in the San Juan Southern Paiute Trust Fund Accounts in a manner that is consistent with the investment authority of the Secretary under—

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

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

(C) this subsection.

(2) INVESTMENT EARNINGS.—In addition to the deposits made to the San Juan Southern Paiute Tribe Water Settlement Trust Fund under subsection (c), any investment earnings, including interest, credited to amounts held in accounts of the San Juan Southern Paiute Tribe Water Settlement Trust Fund are authorized to be appropriated to be used in accordance with subsection (f).

(e) WITHDRAWALS.—

(1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.—

(A) IN GENERAL.—The San Juan Southern Paiute Tribe may withdraw any portion of the amounts in the San Juan Southern Paiute Tribe Water Settlement Trust Fund on approval by the Secretary of a Tribal management plan submitted by the San Juan Southern Paiute Tribe in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(B) REQUIREMENTS.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the Tribal management plan under this paragraph shall require that the San Juan Southern Paiute Tribe spend all amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund, and any investment earnings accrued through the investments under the Tribal management plan, in accordance with this division.

(C) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary—

(i) to enforce a Tribal management plan; and

(ii) to ensure that amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund by the San Juan Southern Paiute Tribe under this paragraph are used in accordance with this division.

(2) EXPENDITURE PLAN.—

(A) IN GENERAL.—The San Juan Southern Paiute Tribe may submit to the Secretary a request to withdraw funds from the San Juan Southern Paiute Tribe Water Settlement Trust Fund pursuant to an approved expenditure plan.

(B) REQUIREMENTS.—To be eligible to withdraw funds under an expenditure plan under this paragraph, the San Juan Southern Paiute Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the San Juan Southern Paiute Tribe Water Settlement Trust Fund that the San Juan Southern Paiute Tribe elects to withdraw pursuant to this paragraph, subject to the condition that the funds shall be used for the purposes described in this division.

(C) INCLUSIONS.—An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts will be used by the San Juan Southern Paiute Tribe in accordance with subsection (f).

(D) APPROVAL.—On receipt of an expenditure plan under this paragraph, the Secretary shall approve the expenditure plan if the Secretary determines that the expenditure plan—

(i) is reasonable; and

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

(E) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan under this paragraph to ensure that amounts disbursed under this paragraph are used in accordance with this division.

(f) USES.—Amounts from the San Juan Southern Paiute Tribe Water Settlement Trust Fund shall be used by the San Juan Southern Paiute Tribe for the following purposes:

(1) THE SAN JUAN SOUTHERN PAIUTE TRIBE GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—Amounts in the San Juan Southern Paiute Tribe Groundwater Projects Trust Fund Account may only be used to pay the cost of designing and constructing water projects, including Water treatment facilities, pipelines, storage tanks, pumping stations, pressure reducing valves, electrical transmission facilities, and the other appurtenant items, including real property and easements necessary to deliver water to the areas served.

(2) THE SAN JUAN SOUTHERN PAIUTE TRIBE AGRICULTURAL CONSERVATION TRUST FUND ACCOUNT.—

(A) IN GENERAL.—Subject to subparagraph (B), amounts in the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account may only be used to pay the costs of improvements to reduce water shortages on the historically irrigated land of the San Juan Southern Paiute Tribe, including sprinklers, drip or other efficient irrigation systems, land leveling, wells, pipelines, pumps and storage, stream bank stabilization and restoration, pasture seeding and management, fencing, wind breaks, and alluvial wells.

(B) LIMITATION.—Not more than half of the amounts in the San Juan Southern Paiute Tribe Agricultural Conservation Trust Fund Account may be used for replacement and development of livestock wells and impoundments on San Juan Southern Paiute Land.

(3) THE SAN JUAN SOUTHERN PAIUTE TRIBE OM&R TRUST FUND ACCOUNT.—Amounts in the San Juan Southern Paiute Tribe OM&R Trust Fund Account may only be used to pay the OM&R costs of the San Juan Southern Paiute Tribe Water projects described in paragraph (1) and for the imputed costs for delivery of water from the iiná bá – paa tuwaqat'si pipeline.

(g) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the San Juan Southern Paiute Tribe Water Settlement Trust Fund Accounts by the San Juan Southern Paiute Tribe pursuant to subsection (e).

(h) TITLE TO INFRASTRUCTURE.—Title to, control over, and operation of any project constructed using funds from the San Juan Southern Paiute Tribe Water Settlement Trust Fund shall remain in the San Juan Southern Paiute Tribe.

(i) ACCOUNT TRANSFERS.—If the activities described in any of paragraphs (1) through (3) of subsection (f) are complete and amounts remain in the applicable Trust Fund Account described in those paragraphs, the Secretary, at the request of the San Juan Southern Paiute Tribe, shall transfer the remaining amounts to one of the other accounts within the San Juan Southern Paiute Tribe Water Settlement Trust Fund.

(j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA TUWAQAT'SI PIPELINE.—In its sole discretion, the San Juan Southern Paiute Tribe may use amounts in the San Juan Southern Paiute Tribe Water Settlement Trust Fund to supplement funds in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account.

(k) ANNUAL REPORT.—The San Juan Southern Paiute Tribe shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan submitted under paragraph (1) of subsection (e) or an expenditure plan under paragraph (2) of that subsection.

(l) NO PER CAPITA PAYMENTS.—No principal or interest amount in any account established by this section shall be distributed to any member of the San Juan Southern Paiute Tribe on a per capita basis.

(m) EFFECT.—Nothing in this section entitles the San Juan Southern Paiute Tribe to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under paragraph (1) of subsection (e) or an expenditure plan under paragraph (2) of that subsection, except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the ''Administrative Procedure Act'').

SEC. 5013. FUNDING.

(a) IINÁ BÁ – PAA TUWAQAT'SI PIPELINE IMPLEMENTATION FUND ACCOUNT.—

(1) MANDATORY APPROPRIATION.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary $1,715,000,000 for deposit in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account, to carry out the planning, engineering, design, environmental compliance, and construction of the iiná bá – paa tuwaqat'si pipeline, to remain available until expended, withdrawn, or reverted to the general fund of the Treasury.

(2) AVAILABILITY.—

(A) IN GENERAL.—Except as provided in subparagraph (B), amounts appropriated to and deposited in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account under paragraph (1) shall not be available for expenditure until such time as the Secretarial findings required by section 5016(a) are made and published.

(B) EXCEPTION.—Of the amounts made available under paragraph (1), $25,000,000 shall be made available before the Enforceability Date for the Bureau to carry out environmental compliance and preliminary design of the iiná bá – paa tuwaqat'si pipeline, subject to the following:

(i) The revision of the Settlement Agreement and exhibits to conform to this division.

(ii) Execution by all of the required settlement parties, including the United States, to the conformed Settlement Agreement and exhibits, including the waivers and releases of claims under section 5014.

(3) ADDITIONAL AUTHORIZATION.—In addition to the amounts made available under paragraph (1), there are authorized to be appropriated to the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account such sums as are necessary to complete the construction of the iiná bá – paa tuwaqat'si pipeline.

(b) NAVAJO NATION WATER SETTLEMENT TRUST FUND, THE HOPI TRIBE WATER SETTLEMENT TRUST FUND AND THE SAN JUAN SOUTHERN PAIUTE SETTLEMENT TRUST FUND.—

(1) MANDATORY APPROPRIATION.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall transfer to the Secretary $3,285,000,000, for deposit in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Settlement Trust Fund, in accordance with paragraph (3), to remain available until expended, withdrawn, or reverted to the general fund of the Treasury.

(2) AVAILABILITY.—Amounts appropriated to and deposited in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Water Settlement Trust Fund under paragraph (1) shall not be available for expenditure until such time as the Secretarial findings required by section 5016(a) are made and published.

(3) ALLOCATION.—The Secretary shall distribute and deposit the amounts made available under paragraph (1) in accordance with the following:

(A) THE NAVAJO NATION WATER SETTLEMENT TRUST FUND.—The Secretary shall deposit in the Navajo Nation Water Settlement Trust Fund $2,746,700,000, to remain available until expended, withdrawn, or reverted to the general fund of the Treasury and to be allocated to the accounts of the Navajo Nation Water Settlement Trust Fund in accordance with the following:

(i) The Navajo Nation Water Projects Trust Fund Account, $2,369,200,000.

(ii) The Navajo Nation OM&R Trust Fund Account, $229,500,000.

(iii) The Navajo Nation Agricultural Conservation Trust Fund Account, $80,000,000.

(iv) The Navajo Nation Renewable Energy Trust Fund Account, $40,000,000.

(v) The Navajo Nation Lower Basin Colorado River Water Acquisition Trust Fund Account, $28,000,000.

(B) THE HOPI TRIBE WATER SETTLEMENT TRUST FUND.—The Secretary shall deposit in the Hopi Tribe Water Settlement Trust Fund $508,500,000, to remain available until expended, withdrawn, or reverted to the general fund of the Treasury and to be allocated to the accounts of the Hopi Tribe Water Settlement Trust Fund in accordance with the following:

(i) The Hopi Tribe Groundwater Projects Trust Fund Account, $390,000,000.

(ii) The Hopi Tribe OM&R Trust Fund Account, $87,000,000.

(iii) The Hopi Tribe Agricultural Conservation Trust Fund Account, $30,000,000.

(iv) The Hopi Tribe Lower Basin Colorado River Water Acquisition Trust Fund Account, $1,500,000.

(C) THE SAN JUAN SOUTHERN PAIUTE WATER SETTLEMENT TRUST FUND.—The Secretary shall deposit in the San Juan Southern Paiute Water Settlement Trust Fund $29,800,000, to remain available until expended, withdrawn, or reverted to the general fund of the Treasury and to be allocated to the accounts of the San Juan Southern Paiute Water Settlement Trust Fund in accordance with the following:

(i) The San Juan Southern Paiute Groundwater Project Trust Fund Account, $28,000,000.

(ii) The San Juan Southern Paiute OM&R Trust Fund Account, $1,500,000.

(iii) The San Juan Southern Paiute Agricultural Conservation Trust Fund Account, $300,000.

(c) INVESTMENTS.—The Secretary shall invest amounts deposited in the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account under subsection (a) and the Navajo Nation Water Settlement Trust Fund, Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Water Settlement Trust Fund under subsection (b) in accordance with—

(1) the Act of April 1, 1880 (25 U.S.C. 161);

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

(3) obligations of Federal corporations and Federal Government-sponsored entities, the charter documents of which provide that the obligations of the entities are lawful investments for federally managed funds.

(d) CREDITS TO ACCOUNTS.—

(1) IN GENERAL.—The interest on, and the proceeds from, the sale or redemption of, any obligations held in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Water Settlement Trust Fund shall be credited to and form a part of the applicable Trust Fund.

(2) USE OF TRUST FUNDS.—Amounts appropriated to and deposited in the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Tribe Water Settlement Trust Fund may be used as described in sections 5010, 5011, and 5012 and paragraph 12 of the Settlement Agreement.

(e) FLUCTUATION IN COSTS.—

(1) IMPLEMENTATION FUND ACCOUNT.—The amounts appropriated and authorized to be appropriated under subsection (a) shall be—

(A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau Construction Cost Trends Index applicable to the types of construction involved; and

(B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including repricing applicable to the types of construction and current industry standards involved.

(2) TRUST FUNDS.—The amounts appropriated and authorized to be appropriated under subsection (b) shall be—

(A) increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after January 1, 2024, as indicated by the Bureau Construction Cost Index—Composite Trend; and

(B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including repricing applicable to the types of construction and current industry standards involved.

(3) REPETITION.—The adjustment process under paragraphs (1) and (2) shall be repeated for each subsequent amount appropriated until the amount appropriated and authorized to be appropriated, as applicable, under subsections (a) and (b), as adjusted, has been appropriated.

(4) PERIOD OF INDEXING.—

(A) IMPLEMENTATION FUND.—With respect to the iiná bá – paa tuwaqat'si pipeline Implementation Fund Account, the period of adjustment under paragraph (1) for any increment of funding shall be annually until the iiná bá – paa tuwaqat'si pipeline project is completed.

(B) TRUST FUNDS.—With respect to the Navajo Nation Water Settlement Trust Fund, the Hopi Tribe Water Settlement Trust Fund, and the San Juan Southern Paiute Water Settlement Trust Fund, the period of indexing adjustment under paragraph (2) for any increment of funding shall end on the date on which the funds are deposited into the Trust Funds.

SEC. 5014. WAIVERS, RELEASES, AND RETENTION OF CLAIMS.

(a) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY 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) AGAINST THE STATE 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 division, 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 and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation.

(C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date.

(D) Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever.

(E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation.

(F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Navajo Land, resulting from the diversion or Use of water outside of Navajo Land in a manner not in violation of the Settlement Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims described in paragraph (1) shall—

(A) be in the form described in Exhibit 13.1 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding 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 the capacity of the Members as Navajo Allottees), shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;

(C) to assert claims for Water Rights, for land owned or acquired by the Navajo Nation in fee, or held in trust by the United States for the benefit of the Navajo Nation, in the LCR Watershed pursuant to subparagraphs 4.11 and 4.12, of the Settlement Agreement, or in the Gila River Basin pursuant to subparagraphs 4.14 and 4.15 of the Settlement Agreement;

(D) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

(E) to assert past, present, or future claims for Injury to Water Rights—

(i) against any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

(b) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES AGAINST THE STATE AND OTHERS.—

(1) IN GENERAL.—Except as provided in paragraph (3), the United States, acting as trustee for the Navajo Allottees, as part of the performance of the obligations of the United States under the Settlement Agreement and this division, is authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Hopi Tribe, the Hopi Allottees, and 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 Allotments, 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 and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Allottees or predecessors of the Navajo Allottees.

(C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Allotments, arising from time immemorial through the Enforceability Date.

(D) Past, present, and future claims for Injury to Water for Navajo Allotments, arising from time immemorial and, thereafter, forever.

(E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Navajo Allottees or predecessors of the Navajo Allottees.

(F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for the Navajo Allotments, resulting from the diversion or Use of water outside of Navajo Allotments in a manner not in violation of the Settlement Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims under paragraph (1) shall—

(A) be in the form described in Exhibit 13.2 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1), the United States, acting as trustee for the Navajo Allottees, shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Allottees under the LCR Decree;

(C) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

(D) to assert past, present, or future claims for Injury to Water Rights against—

(i) any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

(c) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY 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), AGAINST THE UNITED STATES.—

(1) IN GENERAL.—Except as provided in paragraph (3), 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), as part of the performance of the obligations of the Navajo Nation under the Settlement Agreement and this division, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, 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 and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation.

(C) Claims for Water Rights within the State that the United States, acting as trustee for the Navajo Nation and Navajo Allottees, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the Navajo Nation's Water Rights under this division.

(D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Navajo Land, arising from time immemorial through the Enforceability Date.

(E) Past, present, and future claims for Injury to Water for Navajo Land, arising from time immemorial and, thereafter, forever.

(F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Navajo Nation, the predecessors of the Navajo Nation, the Members of the Navajo Nation, or predecessors of the Members of the Navajo Nation.

(G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Navajo Land, resulting from the diversion or Use of water outside of Navajo Land in a manner not in violation of the Settlement Agreement or State law.

(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 division.

(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.

(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.

(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.

(L) Past and present claims for damage, loss, or injury to land or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water infrastructure, within the State, arising before the Enforceability Date.

(M) Past and present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Navajo Land.

(N) Past and present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on Navajo Land.

(O) Past and present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on Navajo Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.

(P) Past and present claims arising before the Enforceability Date from a failure to provide a dam safety improvement to a dam on Navajo Land within the State.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims described in paragraph (1) shall—

(A) be in the form described in Exhibit 13.3 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.3 to the Settlement Agreement, the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Allottees) shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR Decree and the Gila River Adjudication Decree;

(C) to assert claims for Water Rights for land owned or acquired by the Navajo Nation in fee in the LCR Watershed pursuant to subparagraphs 4.11 and 4.12 of the Settlement Agreement, or in the Gila River Basin pursuant to subparagraphs 4.14 and 4.15 of the Settlement Agreement;

(D) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

(E) to assert past, present, or future claims for Injury to Water Rights against—

(i) any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

(d) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION.—

(1) IN GENERAL.—Except as provided in paragraph (3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the Settlement Agreement and this division, is authorized to execute a waiver and release of all claims against the Navajo Nation, the Members of the Navajo Nation, or any agency, official, or employee of the Navajo Nation, under Federal, State, or any other law for all of the following:

(A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the diversion or Use of water on Navajo Land, arising from time immemorial through the Enforceability Date.

(B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the diversion or Use of water on Navajo Land in a manner that is not in violation of this Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims under paragraph (1) shall—

(A) be in the form described in Exhibit 13.4 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.4 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.

(e) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES) AGAINST THE STATE AND OTHERS.—

(1) IN GENERAL.—Except as provided in paragraph (3), the Hopi Tribe, on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the respective obligations of the Hopi Tribe and the United States under the Settlement Agreement and this division, are authorized to execute a waiver and release of all claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Navajo 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 Hopi 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 and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe.

(C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date.

(D) Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever.

(E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe.

(F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for Hopi Land, resulting from the diversion or Use of water outside of Hopi Land in a manner not in violation of the Settlement Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims described in paragraph (1) shall—

(A) be in the form described in Exhibit 13.6 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.6 to the Settlement Agreement, the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;

(C) to assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee, or held in trust by the United States for the benefit of the Hopi Tribe, in the LCR Watershed pursuant to subparagraphs 5.10 and 5.11 of the Settlement Agreement;

(D) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

(E) to assert past, present, or future claims for Injury to Water Rights against—

(i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

(f) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES AGAINST THE STATE AND OTHERS.—

(1) IN GENERAL.—Except as provided in paragraph (3), the United States, acting as trustee for the Hopi Allottees, as part of the performance of the obligations of the United States under the Settlement Agreement and this division, is 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 Navajo Nation, the Navajo Allottees, and 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 Hopi Allotments, 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

and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Allottees or predecessors of the Hopi Allottees.

(C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Allotments, arising from time immemorial through the Enforceability Date.

(D) Past, present, and future claims for Injury to Water for Hopi Allotments, arising from time immemorial and, thereafter, forever.

(E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by Hopi Allottees or predecessors of the Hopi Allottees.

(F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for the Hopi Allotments, resulting from the diversion or Use of water outside of the Hopi Allotments in a manner not in violation of the Settlement Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims under paragraph (1) shall—

(A) be in the form described in Exhibit 13.7 of the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.7 of the Settlement Agreement, the United States acting as trustee for the Hopi Allottees, shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Allottees under the LCR Decree;

(C) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

(D) to assert past, present, or future claims for Injury to Water Rights against—

(i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Hopi Tribe, the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

(g) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE MEMBERS AS HOPI ALLOTTEES), AGAINST THE UNITED STATES.—

(1) IN GENERAL.—Except as provided in paragraph (3), the Hopi Tribe, acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), as part of the performance of the obligations of the Hopi Tribe under the Settlement Agreement and this division, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, 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 Hopi 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 and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe.

(C) Claims for Water Rights within the State that the United States, acting a trustee for the Hopi Tribe and Hopi Allottees, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the Hopi Tribe's Water Rights under this division.

(D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for Hopi Land, arising from time immemorial through the Enforceability Date.

(E) Past, present, and future claims for Injury to Water for Hopi Land, arising from time immemorial and, thereafter, forever.

(F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the Hopi Tribe, the predecessors of the Hopi Tribe, the Members of the Hopi Tribe, or predecessors of the Members of the Hopi Tribe.

(G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for Hopi Land, resulting from the diversion or Use of water outside of Hopi Land in a manner not in violation of the Settlement Agreement or State law.

(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 division.

(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.

(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.

(K) Past and present claims for foregone benefits from non-Hopi Use of water, on and off Hopi Land (including water from all sources and for all Uses), within the State arising before the Enforceability Date.

(L) Past and present claims for damage, loss, or injury to land, or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, Water Rights, or water infrastructure, within the State, arising before the Enforceability Date.

(M) Past and present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on Hopi Land.

(N) Past and present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on Hopi Land.

(O) Past and present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on Hopi Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims described in paragraph (1) shall—

(A) be in the form described in Exhibit 13.8 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.8 to the Settlement Agreement, the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR Decree;

(C) to assert claims for Water Rights for land owned or acquired by the Hopi Tribe in fee in the LCR Watershed pursuant to subparagraphs 5.10 and 5.11 of the Settlement Agreement;

(D) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; and

(E) to assert past, present, or future claims for Injury to Water Rights against—

(i) any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe other than the Navajo Nation, the San Juan Southern Paiute Tribe, and the Zuni Tribe.

(h) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE.—

(1) IN GENERAL.—Except as provided in paragraph (3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the Settlement Agreement and this division, is authorized to execute a waiver and release of all claims against the Hopi Tribe, the Members of the Hopi Tribe, or any agency, official, or employee of the Hopi Tribe, under Federal, State, or any other law for all of the following:

(A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the diversion or Use of water on Hopi Land arising from time immemorial through the Enforceability Date.

(B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the diversion or Use of water on Hopi Land in a manner that is not in violation of the Settlement Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims under paragraph (1) shall—

(A) be in the form described in Exhibit 13.9 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding 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.

(i) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AGAINST THE STATE AND OTHERS.—

(1) IN GENERAL.—Except as provided in paragraph (3), the San Juan Southern Paiute Tribe, on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the respective obligations of the San Juan Southern Paiute Tribe and the United States under the Settlement Agreement and this division, is 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 Navajo Nation, the Navajo Allottees, 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 San Juan Southern Paiute 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 and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe.

(C) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date.

(D) Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever.

(E) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe.

(F) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, for San Juan Southern Paiute Land, resulting from the diversion or Use of water outside of San Juan Southern Paiute Land in a manner not in violation of the Settlement Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims described in paragraph (1) shall—

(A) be in the form described in Exhibit 13.11 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.11 to the Settlement Agreement, the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;

(C) to assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee or held in trust by the United States for the benefit of the San Juan Southern Paiute Tribe in the LCR Watershed pursuant to subparagraphs 6.4 and 6.5 of the Settlement Agreement;

(D) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and

(E) to assert past, present, or future claims for Injury to Water Rights against—

(i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe.

(j) WAIVERS, RELEASES AND RETENTION OF CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE, AGAINST THE UNITED STATES.—

(1) IN GENERAL.—Except as provided in paragraph (3), the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, as part of the performance of the obligations of the San Juan Southern Paiute Tribe under the Settlement Agreement and this division, is authorized to execute a waiver and release of all claims against the United States, including agencies, officials, and employees of the United States, 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 San Juan Southern Paiute 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 and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe.

(C) Claims for Water Rights within the State that the United States, acting as trustee for the San Juan Southern Paiute Tribe, asserted or could have asserted in any proceeding, except to the extent that such rights are recognized as part of the San Juan Southern Paiute Tribe's Water Rights under this division.

(D) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, for San Juan Southern Paiute Land, arising from time immemorial through the Enforceability Date.

(E) Past, present, and future claims for Injury to Water for San Juan Southern Paiute Land, arising from time immemorial and, thereafter, forever.

(F) Past, present, and future claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising from time immemorial and, thereafter, forever, that are based on the aboriginal occupancy of land within the State by the San Juan Southern Paiute Tribe, the predecessors of the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or predecessors of the Members of the San Juan Southern Paiute Tribe.

(G) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date for San Juan Southern Paiute Land, resulting from the diversion or Use of water outside of San Juan Southern Paiute Land in a manner not in violation of this Agreement or State law.

(H) Past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of this Agreement, any judgment or decree approving or incorporating this Agreement, or this division.

(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.

(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.

(K) Past and present claims for foregone benefits from non-San Juan Southern Paiute Tribe Use of water, on and off San Juan Southern Paiute Land (including water from all sources and for all Uses), within the State arising before the Enforceability Date.

(L) Past and present claims for damage, loss, or injury to land, or natural resources due to loss of water or Water Rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or Water Rights, claims relating to interference with, diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop

water, Water Rights, or water infrastructure, within the State, arising before the Enforceability Date.

(M) Past and present claims arising before the Enforceability Date from a failure to provide for operation, maintenance, or deferred maintenance for any irrigation system or irrigation project on San Juan Southern Paiute Land.

(N) Past and present claims arising before the Enforceability Date from a failure to establish or provide a municipal, rural, or industrial water delivery system on San Juan Southern Paiute Land.

(O) Past and present claims for damage, loss, or injury to land or natural resources due to construction, operation, and management of irrigation projects on San Juan Southern Paiute Land, including damages, losses, or injuries to fish habitat, wildlife, and wildlife habitat, within the State arising before the Enforceability Date.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims described in paragraph (1) shall be—

(A) in the form described in Exhibit 13.12 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.12 to the Settlement Agreement, the San Juan Southern Paiute Tribe, acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe shall retain any right—

(A) to assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the Settlement Agreement, whether those rights are generally stated or specifically described, or this division, in any Federal or State court of competent jurisdiction;

(B) to assert claims for injuries to, and seek enforcement of, the rights of the San Juan Southern Paiute Tribe under the LCR Decree;

(C) to assert claims for Water Rights for land owned or acquired by the San Juan Southern Paiute Tribe in fee in the LCR Watershed pursuant to subparagraphs 6.4 and 6.5 of the Settlement Agreement;

(D) to object to any claims for Water Rights by or for—

(i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; and

(E) to assert past, present, or future claims for Injury to Water Rights against—

(i) any Indian Tribe other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe; or

(ii) the United States acting on behalf of any Indian Tribe, other than the Hopi Tribe, the Navajo Nation, and the Zuni Tribe.

(k) WAIVERS, RELEASES AND RETENTION OF CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EXCEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.—

(1) IN GENERAL.—Except as provided in paragraph (3), the United States, in all capacities (except as trustee for an Indian Tribe other than the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe), as part of the performance of the obligations of the United States under the Settlement Agreement and this division, is authorized to execute a waiver and release of all claims against the San Juan Southern Paiute Tribe, the Members of the San Juan Southern Paiute Tribe, or any agency, official, or employee of the San Juan Southern Paiute Tribe, under Federal, State, or any other law for all:

(A) Past and present claims for Injury to Water Rights, including injury to rights to Colorado River Water, resulting from the diversion or Use of water on San Juan Southern Paiute Land arising from time immemorial through the Enforceability Date.

(B) Claims for Injury to Water Rights, including injury to rights to Colorado River Water, arising after the Enforceability Date, resulting from the diversion or Use of water on San Juan Southern Paiute Land in a manner that is not in violation of the Settlement Agreement or State law.

(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 division.

(2) FORM; EFFECTIVE DATE.—The waiver and release of claims under paragraph (1) shall—

(A) be in the form described in Exhibit 13.13 to the Settlement Agreement; and

(B) take effect on the Enforceability Date.

(3) RETENTION OF CLAIMS.—Notwithstanding the waiver and release of claims described in paragraph (1) and Exhibit 13.13 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.

SEC. 5015. SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS.

(a) NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION; NAVAJO ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES.—

(1) NAVAJO NATION AND THE MEMBERS OF THE NAVAJO NATION.—

(A) IN GENERAL.—The benefits provided under the Settlement Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Navajo Nation and the Members of the Navajo Nation against the Parties, including the United States, that is waived and released by the Navajo Nation acting on behalf of the Navajo Nation and the Members of the Navajo Nation under Exhibits 13.1 and 13.3 to the Settlement Agreement.

(B) SATISFACTION OF WATER RIGHTS.—Any entitlement to water of the Navajo Nation and the Members of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees) or 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), for Navajo Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the Settlement Agreement and this division, to or for the Navajo Nation, 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).

(2) NAVAJO ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE NAVAJO ALLOTTEES.—

(A) IN GENERAL.—The benefits realized by the Navajo Allottees under the Settlement Agreement and this division shall be in complete replacement of, complete substitution for, and full satisfaction of—

(i) all claims waived and released by the United States (acting as trustee for the Navajo Allottees) under Exhibit 13.2 to the Settlement Agreement; and

(ii) any claims of the Navajo Allottees against the United States similar to the claims described in Exhibit 13.2 to the Settlement Agreement that the Navajo Allottees asserted or could have asserted.

(B) SATISFACTION OF WATER RIGHTS.—Any entitlement to water of the Navajo Allottees or the United States acting as trustee for the Navajo Allottees, for Navajo Allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized by the Settlement Agreement and this division, to or for the Navajo Allottees and the United States, acting as trustee for the Navajo Allottees.

(3) NO RIGHT ESTABLISHED.—Notwithstanding paragraphs (1) and (2), nothing in the Settlement Agreement or this division recognizes or establishes any right of a Member of the Navajo Nation (but not Members in the capacity of the Members as Navajo Allottees) to water on Navajo Land.

(b) HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE; HOPI ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.—

(1) HOPI TRIBE AND THE MEMBERS OF THE HOPI TRIBE.—

(A) IN GENERAL.—The benefits provided under the Settlement Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Hopi Tribe and the Members of the Hopi Tribe against the Parties, including the United States, that is waived and released by the Hopi Tribe acting on behalf of the Hopi Tribe and the Members of the Hopi Tribe under Exhibits 13.6 and 13.8 to the Settlement Agreement.

(B) SATISFACTION OF WATER RIGHTS.—Any entitlement to water of the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) or the United States acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), for Hopi Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the Settlement Agreement and this division, to or for the Hopi Tribe, the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees), and the United States, acting as trustee for the Hopi Tribe and the Members of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees).

(2) HOPI ALLOTTEES AND THE UNITED STATES, ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.—

(A) IN GENERAL.—The benefits realized by the Hopi Allottees under the Settlement Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of—

(i) all claims waived and released by the United States (acting as trustee for the Hopi Allottees) under Exhibit 13.7 to the Settlement Agreement; and

(ii) any claims of the Hopi Allottees against the United States similar to the claims described in Exhibit 13.7 to the Settlement Agreement that the Hopi Allottees asserted or could have asserted.

(B) SATISFACTION OF WATER RIGHTS.—Any entitlement to water of the Hopi Allottees or the United States acting trustee for the Hopi Allottees, for Hopi Allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized by the Settlement Agreement and this division, to or for the Hopi Allottees and the United States, acting as trustee for the Hopi Allottees.

(3) NO RIGHT ESTABLISHED.—Notwithstanding paragraphs (1) and (2), nothing in the Settlement Agreement or this division

recognizes or establishes any right of a Member of the Hopi Tribe (but not Members in the capacity of the Members as Hopi Allottees) to water on Hopi Land.

(c) SAN JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE TRIBE.—

(1) IN GENERAL.—The benefits provided under the Settlement Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe against the Parties, including the United States, that is waived and released by the San Juan Southern Paiute Tribe acting on behalf of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe under Exhibits 13.11 and 13.12 to the Settlement Agreement.

(2) SATISFACTION OF WATER RIGHTS.—Any entitlement to water of the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe or the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe, for San Juan Southern Paiute Land shall be satisfied out of the water resources and other benefits granted, confirmed, quantified, or recognized by the Settlement Agreement and this division, to or for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe and the United States, acting as trustee for the San Juan Southern Paiute Tribe and the Members of the San Juan Southern Paiute Tribe.

(3) NO RIGHT ESTABLISHED.—Notwithstanding paragraphs (1) and (2), nothing in the Settlement Agreement or this division recognizes or establishes any right of a Member of the San Juan Southern Paiute Tribe to water on the San Juan Southern Paiute Southern Area.

SEC. 5016. ENFORCEABILITY DATE.

(a) IN GENERAL.—The Settlement Agreement, including the waivers and releases of claims described in paragraph 13 of the Settlement Agreement and section 5014, shall take effect and be fully enforceable on the date on which the Secretary publishes in the Federal Register a statement of findings in accordance with the following:

(1) The Settlement Agreement has been revised, through an amendment and restatement—

(A) to eliminate any conflict between the Settlement Agreement and this division; and

(B) to include the executed Water Delivery Contracts required by section 6(c) and subparagraphs 10.1.1, 10.1.2, 10.1.3, 11.1.1, and 11.1.2 as Exhibits to the Settlement Agreement.

(2) The Settlement Agreement, as revised through an amendment and restatement pursuant to paragraph (1), has been signed by not fewer than 30 of the Parties who executed the Settlement Agreement, making the Settlement Agreement effective, including—

(A) the United States, acting through the Secretary;

(B) the Navajo Nation;

(C) the Hopi Tribe;

(D) the San Juan Southern Paiute Tribe;

(E) the State;

(F) the Arizona State Land Department;

(G) the Central Arizona Water Conservation District;

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

(I) the Salt River Valley Water Users' Association.

(3) Any Exhibit to the Settlement Agreement requiring execution by any Party has been executed by the required Party.

(4) The waivers and releases of claims described in paragraph 13 of the Settlement Agreement and section 5014 have been executed by the United States, Navajo Nation, Hopi Tribe, San Juan Southern Paiute Tribe, the State, and the other Parties.

(5) $5,000,000,000 has been authorized, appropriated, and deposited in the designated accounts pursuant to section 5013.

(6) The LCR Decree has been approved by the LCR Adjudication Court substantially in the form of the judgment and decree attached as Exhibit 3.1.82 to the Settlement Agreement, as amended to ensure consistency with this division.

(7) The Gila River Adjudication Decree has been approved by the Gila River Adjudication Court substantially in the form of the judgment and decree attached as Exhibit 3.1.47 to the Settlement Agreement, as amended to ensure consistency with this division.

(8) The San Juan Southern Paiute Tribe and the Navajo Tribal Utility Authority have executed a water services agreement to deliver municipal water to the San Juan Southern Paiute Tribe and its members.

(9) Each of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe have executed the tribal resolution described in subsections (a)(2), (b)(2), and (c)(2) of section 5018, respectively, consenting to the limited waiver of sovereign immunity from suit in the circumstances described in that section.

(b) FAILURE TO SATISFY CONDITIONS.—

(1) IN GENERAL.—Except as provided in paragraph (2), if the Secretary fails to publish in the Federal Register a statement of findings under subsection (a) by June 30, 2035, or such alternative later date as may be agreed to by the Navajo Nation, the Hopi Tribe, the San Juan Southern Paiute Tribe, the Secretary, and the State—

(A) this division is repealed;

(B) any action taken by the Secretary and any contract or agreement entered into pursuant to this division shall be void;

(C) the United States shall be entitled to offset any Federal amounts made available under section 5013(a)(2)(B) that were used under that section against any claims asserted by the Tribes against the United States; and

(D) any amounts appropriated under section 5013, together with any investment earnings on those amounts, less any amounts expended under section 5009, shall revert immediately to the general fund of the Treasury.

(2) CONTINUED EXISTENCE OF THE SAN JUAN SOUTHERN PAIUTE RESERVATION.—

(A) IN GENERAL.—Section 5019 becomes effective on the date of enactment of this Act.

(B) CONTINUED EFFECTIVENESS.—Notwithstanding paragraph (1), if the Secretary fails to publish in the Federal Register a statement of findings under that paragraph by June 30, 2035, or such alternative later date as may be agreed to by the Tribes, the Secretary and the State, section 5019 shall remain in effect.

SEC. 5017. COLORADO RIVER ACCOUNTING.

(a) ACCOUNTING FOR THE TYPE OF WATER DELIVERED.—

(1) NAVAJO NATION CIBOLA WATER; NAVAJO NATION FOURTH PRIORITY WATER.—All deliveries of Navajo Nation Cibola Water and Navajo Nation Fourth Priority Water effected by the diversion of water from the San Juan River or from the Colorado River above Lee Ferry shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.

(2) HOPI TRIBE CIBOLA WATER.—All deliveries of Hopi Tribe Cibola Water effected by the diversion of water from the Colorado River above Lee Ferry shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.

(3) NAVAJO NATION UPPER BASIN COLORADO RIVER WATER.—All deliveries of Navajo Nation Upper Basin Colorado River Water effected by diversion of water from the Upper Basin in the State, New Mexico, or Utah shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.

(4) HOPI TRIBE UPPER BASIN COLORADO RIVER WATER.—All deliveries of Hopi Tribe Upper Basin Colorado River Water effected by diversion of water from the Upper Basin in the State shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.

(5) UPPER BASIN COLORADO RIVER WATER.—All deliveries of Upper Basin Colorado River Water leased by either the Navajo Nation or the Hopi Tribe, whether effected by a diversion of water from the Upper Basin or the Lower Basin, shall be accounted for as deliveries of Arizona Upper Basin Colorado River Water.

(6) LOWER BASIN COLORADO RIVER WATER.—All deliveries of Lower Basin Colorado River Water leased by the Navajo Nation or the Hopi Tribe, whether effected by a diversion of water from the Upper Basin or the Lower Basin, shall be accounted for as deliveries of Arizona Lower Basin Colorado River Water.

(b) SPECIAL ACCOUNTING RULES FOR LOWER BASIN COLORADO RIVER WATER AS LOWER BASIN USE IN ARIZONA, REGARDLESS OF POINT OF DIVERSION OR PLACE OF USE.—Notwithstanding section 10603(c)(2)(A) of the Northwestern New Mexico Rural Water Projects Act (Public Law 111–11; 123 Stat. 1384), all Navajo Nation Cibola Water, Navajo Nation Fourth Priority Water, and Hopi Tribe Cibola Water delivered to and consumptively used by the Navajo Nation, the Hopi Tribe, or their lessees pursuant to the Settlement Agreement shall be—

(1) accounted for as if such Use had occurred in the Lower Basin, regardless of the point of diversion or place of Use;

(2) credited as water reaching Lee Ferry pursuant to articles III(c) and III(d) of the Colorado River Compact;

(3) charged against the consumptive use apportionment made to the Lower Basin by article III(a) of the Colorado River Compact; and

(4) accounted for as part of and charged against the 2,800,000 acre-feet of Colorado River Water apportioned to the State in article II(B)(1) of the Decree.

(c) LIMITATION.—Notwithstanding subsections (a) and (b), no water diverted by the Navajo-Gallup Water Supply Project shall be accounted for as provided in those subsections until such time as the Secretary has developed and, as necessary and appropriate, modified, in consultation with the State, the Upper Basin Colorado River Commission, and the Governors' representatives on Colorado River Operations from each State signatory to the Colorado River Compact, all operational and decisional criteria, policies, contracts, guidelines, or other documents that control the operations of the Colorado River System reservoirs and diversion works, so as to adjust, account for, and offset the diversion of water apportioned to the State, pursuant to the Boulder Canyon Project Act (43 U.S.C. 617 et seq.), from a point of diversion on the San Juan River in New Mexico, subject to the conditions that—

(1) all modifications shall be consistent with section 10603(c) of the Northwestern New Mexico Rural Water Projects Act (Public Law 111–11; 123 Stat. 1384), as modified by this subsection; and

(2) the modifications made pursuant to this subsection shall only be applicable for the duration of any such diversions pursuant to section 10603(c)(2)(B) of the Northwestern New Mexico Rural Water Projects Act (Public Law 111–11; 123 Stat. 1385) and this division.

SEC. 5018. LIMITED WAIVER OF SOVEREIGN IMMUNITY.

(a) LIMITED WAIVER BY THE NAVAJO NATION AND THE UNITED STATES ACTING AS TRUSTEE FOR THE NAVAJO NATION AND NAVAJO ALLOTTEES.—

(1) IN GENERAL.—The Navajo Nation, and the United States acting as trustee for the Navajo Nation and Navajo Allottees, may be joined in any action brought in any circumstance described in paragraph (3), and any claim by the Navajo Nation and the United States to sovereign immunity from any such action is waived.

(2) NAVAJO NATION CONSENT.—By resolution No. CMY-26-24 and dated May 24, 2024, the Navajo Nation Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in paragraph (3), notwithstanding any provision of the Navajo Nation Code or any other Navajo Nation law.

(3) CIRCUMSTANCES DESCRIBED.—A circumstance referred to in paragraphs (1) and (2) is any of the following:

(A) Any party to the Settlement Agreement—

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) this division; or

(II) the Settlement Agreement;

(ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and

(iii) does not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs, or attorney fees.

(B) Any landowner or water user in the LCR Watershed or the Gila River Watershed—

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) paragraph 13 of the Settlement Agreement;

(II) the LCR Decree or the Gila River Adjudication Decree; or

(III) section 5014;

(ii) names the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, as a party in that action; and

(iii) does not include any request for award against the Navajo Nation, or the United States acting as trustee for the Navajo Nation or Navajo Allottees, for money damages, court costs or attorney fees.

(b) LIMITED WAIVER BY THE HOPI TRIBE AND THE UNITED STATES ACTING AS TRUSTEE FOR THE HOPI TRIBE AND HOPI ALLOTEES.—

(1) IN GENERAL.—The Hopi Tribe, and the United States acting as trustee for the Hopi Tribe and Hopi Allottees, may be joined in any action brought in any circumstance described in paragraph (3), and any claim by the Hopi Tribe and the United States to sovereign immunity from any such action is waived.

(2) HOPI TRIBE CONSENT.—By resolution No. H-035-2024 and dated May 20, 2024, the Hopi Tribal Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in paragraph (3), notwithstanding any provision of the Hopi Tribal Code or any other Hopi Tribe law.

(3) CIRCUMSTANCES DESCRIBED.—A circumstance referred to in paragraphs (1) and (2) is any of the following:

(A) Any party to the Settlement Agreement—

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) this division; or

(II) the Settlement Agreement;

(ii) names the Hopi Tribe or the United States, acting as trustee for the Hopi Tribe or Hopi Allottees, as a party in that action; and

(iii) does not include any request for award against the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, for money damages, court costs, or attorney fees.

(B) Any landowner or water user in the LCR Watershed—

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) paragraph 13 of the Settlement Agreement;

(II) the LCR Decree; or

(III) section 5014;

(ii) names the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, as a party in that action; and

(iii) does not include any request for award against the Hopi Tribe, or the United States acting as trustee for the Hopi Tribe or Hopi Allottees, for money damages, court costs, or attorney fees.

(c) LIMITED WAIVER BY THE SAN JUAN SOUTHERN PAIUTE TRIBE AND THE UNITED STATES ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE.—

(1) IN GENERAL.—The San Juan Southern Paiute Tribe and the United States acting as trustee for the San Juan Southern Paiute Tribe may be joined in any action brought in any circumstance described in paragraph (3), and any claim by the San Juan Southern Paiute Tribe and the United States to sovereign immunity from any such action is waived.

(2) SAN JUAN SOUTHERN PAIUTE TRIBE CONSENT.—By resolution No. 2024-040, dated May 23, 2024, the San Juan Southern Paiute Tribal Council has affirmatively consented to the limited waiver of sovereign immunity from suit in any circumstance described in paragraph (3), notwithstanding any provision of the San Juan Southern Paiute Tribal Code or any other San Juan Southern Paiute Tribal law.

(3) CIRCUMSTANCES DESCRIBED.—A circumstance referred to in paragraphs (1) and (2) is any of the following:

(A) Any party to the Settlement Agreement—

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) this division; or

(II) the Settlement Agreement;

(ii) names the San Juan Southern Paiute Tribe or the United States acting as trustee for the San Juan Southern Paiute Tribe as a party in that action; and

(iii) does not include any request for award against the San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe, for money damages, court costs, or attorney fees.

(B) Any landowner or water user in the LCR Watershed—

(i) brings an action in any court of competent jurisdiction relating only and directly to the interpretation or enforcement of—

(I) paragraph 13 of the Settlement Agreement;

(II) the LCR Decree; or

(III) section 5014;

(ii) names the San Juan Southern Paiute Tribe or the United States acting as trustee for the San Juan Southern Paiute Tribe as a party in that action; and

(iii) does not include any request for award against the San Juan Southern Paiute Tribe, or the United States acting as trustee for the San Juan Southern Paiute Tribe, for money damages, court costs, or attorney fees.

SEC. 5019. RATIFICATION OF THE TREATY AND CREATION OF THE SAN JUAN SOUTHERN PAIUTE RESERVATION.

(a) RATIFICATION AND APPROVAL OF THE TREATY.—The Treaty and the Treaty Addendum are hereby approved, ratified, and confirmed.

(b) APPROVAL OF THE SECRETARY.—

(1) IN GENERAL.—The Secretary is authorized and directed—

(A) to approve and execute the Treaty and the Treaty Addendum, except that the specific findings stated under the heading ''APPROVAL'' shall not be binding on the Secretary; and

(B) to take all steps necessary to implement the Treaty and this division.

(2) APPROVAL AND EXECUTION OF AMENDMENTS.—The Secretary is delegated the authority, without a further Act of Congress, to approve and execute amendments to the Treaty agreed to by the Navajo Nation and the San Juan Southern Paiute Tribe.

(c) LANDS PROCLAIMED A RESERVATION FOR THE SAN JUAN SOUTHERN PAIUTE TRIBE.—

(1) IN GENERAL.—All right, title, and interest, including Water Rights, to the approximately 5,400 acres of land within the Navajo Indian Reservation that are described in the Treaty as the San Juan Paiute Northern Area and the San Juan Paiute Southern Paiute Area are hereby proclaimed as the San Juan Southern Paiute Reservation and such land shall be held by the United States in trust as a reservation for the exclusive benefit of the San Juan Southern Paiute Tribe, subject to the rights of access under subsection (d).

(2) NO APPRAISAL OR VALUATION.—Notwithstanding any other provision law, no appraisal or other valuation shall be required to carry out this subsection.

(d) RIGHTS OF ACCESS AND EASEMENTS.—The Navajo Reservation and the San Juan Southern Paiute Reservation shall be subject to the rights of access and easements as identified in the Treaty.

(e) SURVEYING AND FENCING OF LAND.—

(1) REQUIREMENT.—The Secretary shall—

(A) as soon as practicable after the date of enactment of this Act, complete a survey and legal description of the boundary lines to establish the boundaries of the San Juan Southern Paiute Reservation;

(B) officially file the survey plat in the appropriate office of the Department of the Interior;

(C) mark and fence the lands as described in article V of the Treaty, where feasible; and

(D) study the feasibility of an access road to the San Juan Paiute Southern Area from U.S. Route 89, as described in article XI of the Treaty.

(2) LEGAL DESCRIPTION.—

(A) IN GENERAL.—The legal descriptions published in accordance with subparagraph (B) shall—

(i) be considered the official legal description of the San Juan Southern Paiute Reservation; and

(ii) have the same force and effect as if included in this division.

(B) PUBLICATION.—On completion of the surveys under paragraph (1)(A), the Secretary shall publish in the Federal Register a legal description of the land comprising the San Juan Southern Paiute Reservation.

(C) CORRECTIONS.—The Secretary may make minor corrections to correct technical and clerical errors in the legal descriptions.

(f) REPEAL OF PAIUTE ALLOTMENT PROCEDURES.—Section 9 of Public Law 93-531 (88 Stat. 1716) is repealed.

(g) PUBLICATION; JURISDICTION.—

(1) PUBLICATION.—In accordance with article VI of the Treaty, the Secretary shall publish in the Federal Register separate notices of completion or boundary marking of—

(A) the San Juan Paiute Northern Area; and

(B) the San Juan Paiute Southern Area.

(2) JURISDICTION.—On publication in the Federal Register under subparagraph (A) or (B) of paragraph (1)—

(A) the San Juan Southern Paiute Tribe shall have full jurisdiction over all matters within that area of the San Juan Southern Paiute Reservation to the fullest extent permitted by Federal law; and

(B) the Navajo Nation shall not have jurisdiction over matters occurring within that area of the San Juan Southern Paiute Reservation except as agreed to by the Navajo Nation and the San Juan Southern Paiute Tribe.

SEC. 5020. ANTIDEFICIENCY; SAVINGS PROVISIONS; EFFECT.

(a) NO QUANTIFICATION OR EFFECT ON RIGHTS OF OTHER INDIAN TRIBES OR THE UNITED STATES ON THEIR BEHALF.—Except as provided in paragraph 8.3 of the Settlement Agreement, nothing in this division—

(1) quantifies or otherwise affects the Water Rights, or claims or entitlements to water or to Upper Basin Colorado River Water or Lower Basin Colorado River Water, of any Indian Tribe, band, or community, other than the Navajo Nation, the Hopi Tribe, or the San Juan Southern Paiute Tribe; or

(2) affects the ability of the United States to take action on behalf of any Indian Tribe, nation, band, community, or allottee, other than the Navajo Nation, the Hopi Tribe and the San Juan Southern Paiute Tribe, their members, Navajo Allottees, Hopi Allottees, and Public Domain Allottees.

(b) NO QUANTIFICATION OF WATER RIGHTS OF PUBLIC DOMAIN ALLOTTEES.—Nothing in this division—

(1) quantifies or adjudicates any Water Right or any claim or entitlement to water of a Public Domain Allottee, or precludes the United States, acting as trustee for Public Domain Allottees, from making claims for Water Rights in the State that are consistent with the claims described in Exhibit 3.1.132B to the Settlement Agreement; or

(2) except as provided in subparagraphs 8.2.3, 8.4.7, and 15.2.3.4 of the Settlement Agreement, affects the ability of the United States to take action on behalf of Public Domain Allottees.

(c) ANTIDEFICIENCY.—Notwithstanding any authorization of appropriations to carry out this division, the United States shall not be liable for any failure of the United States to carry out any obligation or activity authorized by this division, including all agreements or exhibits ratified or confirmed by this division, if adequate appropriations are not provided expressly by Congress to carry out the purposes of this division.

(d) NO MODIFICATION OR PREEMPTION OF OTHER LAWS.—Unless expressly provided in this division, nothing in this division modifies, conflicts with, preempts, or otherwise affects—

(1) the Boulder Canyon Project Act (43 U.S.C. 617 et seq.);

(2) the Boulder Canyon Project Adjustment Act (54 Stat. 774, chapter 643);

(3) the Act of April 11, 1956 (commonly known as the ''Colorado River Storage Project Act'') (43 U.S.C. 620 et seq.);

(4) the Colorado River Basin Project Act (43 U.S.C. 1501 et seq.);

(5) the Treaty between the United States of America and Mexico, done at Washington February 3, 1944 (59 Stat. 1219);

(6) the Colorado River Compact;

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

(8) the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 991); or

(9) case law relating to Water Rights in the Colorado River System other than any case to enforce the Settlement Agreement or this division.

(e) NO PRECEDENT.—Nothing in this division establishes a precedent for any type of transfer of Colorado River System water between the Upper Basin and the Lower Basin.

(f) UNIQUE SITUATION.—Diversions through the iiná bá – paa tuwaqat'si pipeline and the Navajo-Gallup Water Supply Project facilities consistent with this division address critical Tribal and non-Indian water supply needs under unique circumstances, which include, among other things—

(1) the intent to benefit a number of Indian Tribes;

(2) the Navajo Nation's location in the Upper Basin and the Lower Basin;

(3) the intent to address critical Indian and non-Indian water needs in the State;

(4) the lack of other reasonable alternatives available for developing a firm, sustainable supply of municipal water for the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe in the State; and

(5) the limited volume of water to be diverted by the iiná bá – paa tuwaqat'si pipeline and Navajo-Gallup Water Supply Project to supply municipal Uses in the State.

(g) EFFICIENT USE.—The diversions and Uses authorized for the iiná bá – paa tuwaqat'si pipeline under this division represent unique and efficient Uses of Colorado River apportionments in a manner that Congress has determined would be consistent with the obligations of the United States to the Navajo Nation and the Hopi Tribe.

(h) NO EFFECT ON ENFORCEMENT OF ENVIRONMENTAL LAWS.—Nothing in this division precludes the United States from enforcing the requirements of—

(1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) (including claims for damages to natural resources);

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

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

(4) the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) (commonly known as the ''Resource Conservation and Recovery Act of 1976''); or

(5) the implementing regulations of those Acts.

SA 3288. Ms. HASSAN (for Mr. PETERS) proposed an amendment to the bill S. 1871, to create intergovernmental coordination between State, local, Tribal, and territorial jurisdictions, and the Federal Government to combat United States reliance on the People's Republic of China and other covered countries for critical minerals and rare earth metals, and for other purposes; as follows:

Strike all after the enacting clause and insert the following:

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Intergovernmental Critical Minerals Task Force Act''.

SEC. 2. FINDINGS.

Congress finds that—

(1) current supply chains of critical minerals pose a great risk to the national security of the United States;

(2) critical minerals are necessary for transportation, technology, renewable energy, military equipment and machinery, and other relevant sectors crucial for the homeland and national security of the United States;

(3) in 2022, the United States was 100 percent import reliant for 12 out of 50 critical minerals and more than 50 percent import reliant for an additional 31 critical mineral commodities classified as ''critical'' by the United States Geological Survey, and the People's Republic of China was the top producing nation for 30 of those 50 critical minerals;

(4) as of July 2023, companies based in the People's Republic of China that extract critical minerals around the world have received hundreds of charges of human rights violations; and

(5) on August 29, 2014, the World Trade Organization Dispute Settlement Body adopted findings that the export restraints by the People's Republic of China on rare earth metals, which harmed manufacturers and workers in the United States, violated obligations under the General Agreement on Tariffs and Trade 1994 and China's Protocol of Accession to the World Trade Organization.

SEC. 3. INTERGOVERNMENTAL CRITICAL MINERALS TASK FORCE.

(a) IN GENERAL.—Section 5 of the National Materials and Minerals Policy, Research and Development Act of 1980 (30 U.S.C. 1604) is amended by adding at the end the following:

''(g) INTERGOVERNMENTAL CRITICAL MINERALS TASK FORCE.—

''(1) PURPOSES.—The purposes of the task force established under paragraph (3)(B) are—

''(A) to assess the reliance of the United States on the People's Republic of China, and other covered countries, for critical minerals, and the resulting national security risks associated with that reliance;

''(B) to make recommendations to the President for the implementation of this Act with regard to critical minerals, including—

''(i) the congressional declarations of policies in section 3; and

''(ii) revisions to the program plan of the President and the initiatives required under this section;

''(C) to make recommendations to secure United States supply chains for critical minerals;

''(D) to make recommendations to reduce the reliance of the United States, and partners and allies of the United States, on critical mineral supply chains involving covered countries; and

''(E) consistent with ongoing efforts of other Federal departments, agencies, and other entities, to facilitate cooperation, coordination, and mutual accountability among each level of the Federal Government, Indian Tribes, and State, local, and territorial governments, on a holistic response to the dependence on covered countries for critical minerals across the United States.

''(2) DEFINITIONS.—In this subsection:

''(A) APPROPRIATE COMMITTEES OF CONGRESS.—The term 'appropriate committees of Congress' means—

''(i) the Committees on Homeland Security and Governmental Affairs, Energy and Natural Resources, Armed Services, Environment and Public Works, Commerce, Science, and Transportation, Finance, and Foreign Relations of the Senate; and

''(ii) the Committees on Oversight and Accountability, Natural Resources, Armed Services, Ways and Means, Foreign Affairs, and Energy and Commerce of the House of Representatives.

''(B) CHAIRPERSON; CO-CHAIRPERSON.—The terms 'Chairperson' and 'Co-Chairperson', respectively, mean the Chairperson or Co-Chairperson of the task force designated by the President pursuant to paragraph (3)(A).

''(C) COVERED COUNTRY.—The term 'covered country' means—

''(i) a covered nation (as defined in section 4872(d) of title 10, United States Code); and

''(ii) any other country determined by the task force to be a geostrategic competitor or adversary of the United States with respect to critical minerals.

''(D) CRITICAL MINERAL.—The term 'critical mineral' has the meaning given the term in section 7002(a) of the Energy Act of 2020 (30 U.S.C. 1606(a)).

''(E) INDIAN TRIBE.—The term 'Indian Tribe' has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304).

''(F) TASK FORCE.—The term 'task force' means the task force established under paragraph (3)(B).

''(3) ESTABLISHMENT.—Not later than 90 days after the date of enactment of this subsection, the President shall—

''(A) designate a Chairperson, or 2 individuals as Co-Chairpersons, for the task force, who shall be—

''(i) the Assistant to the President for National Security Affairs;

''(ii) the Assistant to the President for Economic Policy; or

''(iii) another relevant member of the Executive Office of the President; and

''(B) acting through the Executive Office of the President, establish a task force.

''(4) COMPOSITION; MEETINGS.—

''(A) APPOINTMENT.—The Chairperson or Co-Chairpersons, in consultation with key intergovernmental, private, and public sector stakeholders, shall appoint to the task force representatives with expertise in critical mineral supply chains from Federal agencies, including not less than 1 representative from each of—

''(i) the Bureau of Indian Affairs;

''(ii) the Bureau of Land Management;

''(iii) the Critical Minerals Subcommittee of the National Science and Technology Council;

''(iv) the Department of Agriculture;

''(v) the Department of Commerce;

''(vi) the Department of Defense;

''(vii) the Department of Energy;

''(viii) the Department of Homeland Security;

''(ix) the Department of the Interior;

''(x) the Department of Labor;

''(xi) the Department of State;

''(xii) the Department of Transportation;

''(xiii) the Environmental Protection Agency;

''(xiv) the Export-Import Bank of the United States;

''(xv) the Forest Service;

''(xvi) the General Services Administration;

''(xvii) the National Economic Council;

''(xviii) the National Science Foundation;

''(xix) the National Security Council;

''(xx) the Office of Management and Budget;

''(xxi) the Office of the United States Trade Representative;

''(xxii) the United States International Development Finance Corporation;

''(xxiii) the United States Geological Survey; and

''(xxiv) any other relevant Federal entity, as determined by the Chairperson or Co-Chairpersons.

''(B) CONSULTATION.—The task force shall consult individuals with expertise in critical mineral supply chains, individuals from States whose communities, businesses, and industries are involved in aspects of critical mineral supply chains, including mining and processing operations, and individuals from a diverse and balanced cross-section of—

''(i) intergovernmental consultees, including—

''(I) State governments;

''(II) local governments;

''(III) territorial governments; and

''(IV) Indian Tribes; and

''(ii) other stakeholders, including—

''(I) academic research institutions;

''(II) corporations;

''(III) nonprofit organizations;

''(IV) private sector stakeholders;

''(V) trade associations;

''(VI) mining industry stakeholders; and

''(VII) labor representatives.

''(C) MEETINGS.—

''(i) INITIAL MEETING.—Not later than 90 days after the date on which all representatives of the task force have been appointed, the task force shall hold the first meeting of the task force.

''(ii) FREQUENCY.—The task force shall meet not less than once every 90 days.

''(5) DUTIES.—

''(A) IN GENERAL.—The duties of the task force shall include—

''(i) facilitating cooperation, coordination, and mutual accountability for the Federal Government, Indian Tribes, and State, local, and territorial governments to enhance data sharing and transparency to build more robust and secure domestic supply chains for critical minerals in support of the purposes described in paragraph (1);

''(ii) providing recommendations with respect to—

''(I) increasing capacities for mining, processing, refinement, reuse, and recycling of critical minerals in the United States to facilitate the environmentally responsible production of domestic resources to meet national critical mineral needs, in consultation with Tribal and local communities;

''(II) identifying how statutes, regulations, and policies related to the critical mineral supply chain, such as stockpiling and development finance, could be modified to accelerate environmentally responsible domestic and international production of critical minerals, in consultation with Indian Tribes and local communities;

''(III) strengthening the domestic workforce to support growing critical mineral supply chains with good-paying, safe jobs in the United States;

''(IV) identifying alternative domestic sources to critical minerals that the United States currently relies on the People's Republic of China or other covered countries for mining, processing, refining, and recycling, including the availability, capacity, cost, and quality of those domestic alternatives;

''(V) identifying critical minerals and critical mineral supply chains that the United States can onshore, in whole or in part, at a competitive value and quality, for those minerals and supply chains that the United States relies on the People's Republic of China or other covered countries to provide;

''(VI) opportunities for the Federal Government, Indian Tribes, and State, local, and territorial governments to mitigate risks to the national security of the United States with respect to supply chains for critical minerals that the United States currently relies on the People's Republic of China or other covered countries for mining, processing, refining, and recycling; and

''(VII) evaluating and integrating the recommendations of the Critical Minerals Subcommittee of the National Science and Technology Council into the recommendations of the task force;

''(iii) prioritizing the recommendations in clause (ii), taking into consideration economic costs and focusing on the critical mineral supply chains with vulnerabilities posing the most significant risks to the national security of the United States;

''(iv) recommending specific strategies, to be carried out in coordination with the Secretary of State and the Secretary of Commerce, to strengthen international partnerships in furtherance of critical minerals supply chain security with international allies and partners, including a strategy to collaborate with governments of the allies and partners described in subparagraph (B) to develop advanced mining, refining, separation and processing technologies; and

''(v) other duties, as determined by the Chairperson or Co-Chairpersons.

''(B) ALLIES AND PARTNERS.—The allies and partners referred to in subparagraph (A) include—

''(i) countries participating in the Quadrilateral Security Dialogue;

''(ii) countries that are—

''(I) signatories to the Abraham Accords; or

''(II) participants in the Negev Forum; and

''(iii) countries that are members of the North Atlantic Treaty Organization.

''(C) REPORT.—The Chairperson or Co-Chairpersons shall—

''(i) not later than 60 days after the date of enactment of this subsection, and every 60 days thereafter until the requirements under subsection (a) are satisfied, brief the appropriate committees of Congress on the status of the compliance of the President with completing the requirements under that subsection;

''(ii) not later than 2 years after the date of enactment of this subsection, submit to the appropriate committees of Congress a report, which shall be submitted in unclassified form, but may include a classified annex, that describes any findings, guidelines, and recommendations created in performing the duties under subparagraph (A);

''(iii) not later than 120 days after the date on which the Chairperson or Co-Chairpersons submits the report under clause (ii), publish that report in the Federal Register, except that the Chairperson or Co-Chairpersons shall redact information from the report that the Chairperson or Co-Chairpersons determines could pose a risk to the national security of the United States by being publicly available; and

''(iv) brief the appropriate committees of Congress twice per year.

''(6) DUPLICATION OF EFFORT.—The Chairperson or Co-Chairpersons, to the maximum extent practicable, shall carry out the task force in a manner that does not duplicate the efforts of other Federal departments, agencies, or other entities.

''(7) SUNSET.—The task force shall terminate on the date that is 90 days after the date on which the task force completes the requirements under paragraph (5)(C).

''(8) NO ADDITIONAL FUNDS.—No additional funds are authorized to be appropriated for the purpose of carrying out this subsection.''.

(b) GAO STUDY.—

(1) STUDY REQUIRED.—The Comptroller General of the United States shall conduct a study examining the Federal and State regulatory landscape related to improving domestic supply chains for critical minerals in the United States.

(2) REPORT.—Not later than 18 months after the date of enactment of this Act, the Comptroller General of the United States shall submit to the appropriate committees of Congress a report that describes the results of the study under paragraph (1).

(3) DEFINITIONS.—In this subsection:

(A) APPROPRIATE COMMITTEES OF CONGRESS.—The term ''appropriate committees of Congress'' means—

(i) the Committees on Homeland Security and Governmental Affairs, Energy and Natural Resources, Armed Services, Environment and Public Works, Commerce, Science, and Transportation, Finance, and Foreign Relations of the Senate; and

(ii) the Committees on Oversight and Accountability, Natural Resources, Armed Services, Ways and Means, Foreign Affairs, and Energy and Commerce of the House of Representatives.

(B) CRITICAL MINERAL.—The term ''critical mineral'' has the meaning given the term in section 7002(a) of the Energy Act of 2020 (30 U.S.C. 1606(a)).

NOTICE OF INTENT TO OBJECT TO PROCEEDING

I, Senator CHUCK GRASSLEY, intend to object to proceeding to S. 306, a bill to approve the settlement of the water rights claims of the Tule River Tribe, and for other purposes, dated September 18, 2024.

AUTHORITY FOR COMMITTEE TO MEET

Ms. HASSAN, Madam President, I have nine requests for committees to meet during today's session of the Senate. They have the approval of the Majority and Minority Leaders.

Pursuant to rule XXVI, paragraph 5(a), of the Standing Rules of the Senate, the following committees are authorized to meet during today's session of the Senate:

COMMITTEE ON AGRICULTURE, NUTRITION, AND FORESTRY

The Committee on Agriculture, Nutrition, and Forestry is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 2 p.m., to conduct a subcommittee hearing.

COMMITTEE ON COMMERCE, SCIENCE, AND TRANSPORTATION

The Committee on Commerce, Science, and Transportation is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 10 a.m., to conduct a hearing.

COMMITTEE ON ENVIRONMENT AND PUBLIC WORKS

The Committee on Environment and Public Works is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 10 a.m., to conduct a hearing.

COMMITTEE ON HOMELAND SECURITY AND GOVERNMENTAL AFFAIRS

The Committee on Homeland Security and Governmental Affairs is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 10 a.m., to conduct a business meeting.

COMMITTEE ON INDIAN AFFAIRS

The Committee on Indian Affairs is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 10 a.m., to conduct a business meeting.

COMMITTEE ON SMALL BUSINESS AND ENTREPRENEURSHIP

The Committee on Small Business and Entrepreneurship is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 2:30 p.m., to conduct a hearing.

COMMITTEE ON VETERANS' AFFAIRS

The Committee on Veterans' Affairs is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 3 p.m., to conduct a hearing.

SELECT COMMITTEE ON INTELLIGENCE

The Select Committee on Intelligence is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 2:30 p.m., to conduct an open hearing.

SUBCOMMITTEE ON ECONOMIC POLICY

The Subcommittee on Economic Policy of the Committee on Banking, Housing, and Urban Affairs is authorized to meet during the session of the Senate on Wednesday, September 18, 2024, at 2 p.m., to conduct a hearing.

PRIVILEGES OF THE FLOOR

Mrs. BRITT. Madam President, I ask unanimous consent that Jackson Floyd Lovvorn, an intern in my office, be granted floor privileges until September 19, 2024.

The PRESIDING OFFICER. Without objection, it is so ordered.

NATIONAL HYDROGEN AND FUEL CELL DAY

Ms. HASSAN. Mr. President, I ask unanimous consent that the Senate proceed to the consideration of S. Res. 829, which is at the desk.

The PRESIDING OFFICER. The clerk will report the resolution by title.

The senior assistant legislative clerk read as follows:

A resolution (S. Res. 829) designating October 8, 2024, as ''National Hydrogen and Fuel Cell Day''.

There being no objection, the Senate proceeded to consider the resolution.

Ms. HASSAN. I ask unanimous consent that the resolution be agreed to, the preamble be agreed to, and that the motions to reconsider be considered made and laid upon the table with no intervening action or debate.

The PRESIDING OFFICER. Is there objection?

Without objection, it is so ordered.

The resolution (S. Res. 829) was agreed to.

The preamble was agreed to.

(The resolution, with its preamble, is printed in today's RECORD under ''Submitted Resolutions.'')

INTERGOVERNMENTAL CRITICAL MINERALS TASK FORCE ACT

Ms. HASSAN. Mr. President, I ask unanimous consent that the Senate proceed to the immediate consideration of Calendar No. 196, S. 1871.

The PRESIDING OFFICER. The clerk will report the bill by title.

The senior assistant legislative clerk read as follows:

A bill (S. 1871) to create intergovernmental coordination between State, local, Tribal, and territorial jurisdictions, and the Federal Government to combat United States reliance on the People's Republic of China and other covered countries for critical minerals and rare earth metals, and for other purposes.

There being no objection, the Senate proceeded to consider the bill, which had been reported from the Committee on Homeland Security and Governmental Affairs with an amendment to strike all after the enacting clause and insert in lieu thereof the following:

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Intergovernmental Critical Minerals Task Force Act''.

SEC. 2. DEFINITIONS.

In this Act:

(1) APPROPRIATE COMMITTEES OF CONGRESS.—The term ''appropriate committees of Congress'' means—

(A) the Committees on Homeland Security and Governmental Affairs, Energy and Natural Resources, Armed Services, Environment and Public Works, Commerce, Science, and Transportation, and Foreign Relations of the Senate; and

(B) the Committees on Oversight and Accountability, Natural Resources, Armed Services, and Foreign Affairs of the House of Representatives.

(2) COVERED COUNTRY.—The term ''covered country'' means—

(A) a covered nation (as defined in section 4872(d) of title 10, United States Code); and

(B) any other country determined by the task force to be a geostrategic competitor or adversary of the United States with respect to critical minerals.

(3) CRITICAL MINERAL.—The term ''critical mineral'' has the meaning given the term in section 7002(a) of the Energy Act of 2020 (30 U.S.C. 1606(a)).

(4) DIRECTOR.—The term ''Director'' means the Director of the Office of Management and Budget.

(5) TASK FORCE.—The term ''task force'' means the task force established under section 4(b).

SEC. 3. FINDINGS.

Congress finds that—

(1) current supply chains of critical minerals pose a great risk to the homeland and national security of the United States;

(2) critical minerals contribute to transportation, technology, renewable energy, military equipment and machinery, and other relevant entities crucial for the homeland and national security of the United States;

(3) in 2022, the United States was 100 percent import reliant for 12 out of 50 critical minerals and more than 50 percent import reliant for an additional 31 critical mineral commodities classified as ''critical'' by the United States Geological Survey, and the People's Republic of China was the top producing nation for 30 of those 50 critical minerals;

(4) companies based in the People's Republic of China that extract rare earth minerals around the world have received hundreds of charges of human rights violations; and

(5) on March 26, 2014, the World Trade Organization ruled that the export restraints by the People's Republic of China on rare earth metals violated obligations under the protocol of accession to the World Trade Organization, which harmed manufacturers and workers in the United States.

SEC. 4. INTERGOVERNMENTAL CRITICAL MINERALS TASK FORCE.

(a) PURPOSES.—The purposes of the task force are—

(1) to assess the reliance of the United States on the People's Republic of China, and other covered countries, for critical minerals, and the resulting homeland and national security risks associated with that reliance, at each level of the Federal, State, local, Tribal, and territorial governments;

(2) to make recommendations to onshore and improve the domestic supply chain for critical minerals; and

(3) to reduce the reliance of the United States, and partners and allies of the United States, on critical mineral supply chains involving covered countries.

(b) ESTABLISHMENT.—Not later than 90 days after the date of enactment of this Act, the Director shall establish a task force to facilitate cooperation, coordination, and mutual accountability among each level of the Federal Government and State, local, Tribal, and territorial governments on a holistic response to the dependence on covered countries for critical minerals across the United States.

(c) COMPOSITION; MEETINGS.—

(1) APPOINTMENT.—The Director, in consultation with key intergovernmental, private, and public sector stakeholders, shall appoint to the task force representatives with expertise in critical mineral supply chains from Federal agencies, State, local, Tribal, and territorial governments, including not less than 1 representative from each of—

(A) the Bureau of Indian Affairs;

(B) the Bureau of Land Management;

(C) the Department of Agriculture;

(D) the Department of Commerce;

(E) the Department of Defense;

(F) the Department of Energy;

(G) the Department of Homeland Security;

(H) the Department of Housing and Urban Development;

(I) the Department of the Interior;

(J) the Department of Labor;

(K) the Department of State;

(L) the Department of Transportation;

(M) the Environmental Protection Agency;

(N) the General Services Administration;

(O) the National Science Foundation;

(P) the United States International Development Finance Corporation;

(Q) the United States Geological Survey; and

(R) any other relevant Federal entity, as determined by the Director.

(2) CONSULTATION.—The task force shall consult individuals with expertise in critical mineral supply chains, individuals from States whose communities, businesses, and industries are involved in aspects of the critical mineral supply chain, including mining and processing operations, and individuals from a diverse and balanced cross-section of—

(A) intergovernmental consultees, including—

(i) State governments;

(ii) local governments;

(iii) Tribal governments; and

(iv) territorial governments; and

(B) other stakeholders, including—

(i) academic research institutions;

(ii) corporations;

(iii) nonprofit organizations;

(iv) private sector stakeholders;

(v) trade associations;

(vi) mining industry stakeholders; and

(vii) labor representatives.

(3) CHAIR.—The Director may serve as chair of the task force, or designate a representative of the task force to serve as chair.

(4) MEETINGS.—

(A) INITIAL MEETING.—Not later than 90 days after the date on which all representatives of the task force have been appointed, the task force shall hold the first meeting of the task force.

(B) FREQUENCY.—The task force shall meet not less than once every 90 days.

(d) DUTIES.—

(1) IN GENERAL.—The duties of the task force shall include—

(A) facilitating cooperation, coordination, and mutual accountability for the Federal Government and State, local, Tribal, and territorial governments to enhance data sharing and transparency in the supply chains for critical minerals in support of the purposes described in subsection (a);

(B) providing recommendations with respect to—

(i) research and development into emerging technologies used to expand existing critical mineral supply chains in the United States and to establish secure and reliable critical mineral supply chains to the United States;

(ii) increasing capacities for mining, processing, refinement, reuse, and recycling of critical minerals in the United States to facilitate the environmentally responsible production of domestic resources to meet national critical mineral needs, in consultation with Tribal and local communities;

(iii) identifying how statutes, regulations, and policies related to the critical mineral supply chain could be modified to accelerate environmentally responsible domestic production of critical minerals, in consultation with Tribal and local communities;

(iv) strengthening the domestic workforce to support growing critical mineral supply chains with good-paying, safe jobs in the United States;

(v) identifying alternative domestic sources to critical minerals that the United States currently relies on the People's Republic of China or other covered countries for mining, processing, refining, and recycling, including the availability, cost, and quality of those domestic alternatives;

(vi) identifying critical minerals and critical mineral supply chains that the United States can onshore, at a competitive availability, cost, and quality, for those minerals and supply chains that the United States relies on the People's Republic of China or other covered countries to provide; and

(vii) opportunities for the Federal Government and State, local, Tribal, and territorial governments to mitigate risks to the homeland and national security of the United States with respect to supply chains for critical minerals that the United States currently relies on the People's Republic of China or other covered countries for mining, processing, refining, and recycling;

(C) prioritizing the recommendations in subparagraph (B), taking into consideration economic costs and focusing on the critical mineral supply chains with vulnerabilities posing the most significant risks to the homeland and national security of the United States;

(D) establishing specific strategies, to be carried out in coordination with the Secretary of State, to strengthen international partnerships in furtherance of critical minerals supply chain security with international allies and partners, including—

(i) countries with which the United States has a free trade agreement;

(ii) countries participating in the Indo-Pacific Economic Framework for Prosperity;

(iii) countries participating in the Quadrilateral Security Dialogue;

(iv) countries that are signatories to the Abraham Accords;

(v) countries designated as eligible sub-Saharan Africa countries under section 104 of the Africa Growth and Opportunity Act (19 U.S.C. 3701 et seq.); and

(vi) other countries or multilateral partnerships the Task Force determines to be appropriate; and

(E) other duties, as determined by the Director.

(2) REPORT.—The Director shall—

(A) not later than 2 years after the date of enactment of this Act, submit to the appropriate committees of Congress a report, which shall be submitted in unclassified form, but may include a classified annex, that describes any findings, guidelines, and recommendations created in performing the duties under paragraph (1);

(B) not later than 120 days after the date on which the Director submits the report under subparagraph (A), publish that report in the Federal Register and on the website of the Office of Management and Budget, except that the Director shall redact information from the report that the Director determines could pose a risk to the homeland and national security of the United States by being publicly available; and

(C) brief the appropriate committees of Congress twice per year.

(e) SUNSET.—The task force shall terminate on the date that is 90 days after the date on which the task force completes the requirements under subsection (d)(2).

(f) GAO STUDY.—

(1) IN GENERAL.—The Comptroller General of the United States shall conduct a study examining the Federal and State regulatory landscape related to improving domestic supply chains for critical minerals in the United States.

(2) REPORT.—Not later than 18 months after the date of enactment of this Act, the Comptroller General of the United States shall submit to the appropriate committees of Congress a report that describes the results of the study under paragraph (1).

Ms. HASSAN. Mr. President, I further ask that the committee-reported substitute amendment be withdrawn; that the Peters substitute amendment, which is at the desk, be considered and agreed to; that the bill, as amended, be considered read a third time and passed; and that the motion to reconsider be considered made and laid upon the table with no intervening action or debate.

The PRESIDING OFFICER. Without objection, it is so ordered.

The committee-reported amendment, in the nature of a substitute, was withdrawn.

The amendment (No. 3288), in the nature of a substitute, was agreed to.

(The amendment is printed in today's RECORD under ''Text of Amendments.'')

The bill (S. 1871), as amended, was ordered to be engrossed for a third reading, was read the third time, and passed.

MEASURE PLACED ON THE CALENDAR—H.R. 5613

Ms. HASSAN. Mr. President, I understand that there is a bill at the desk that is due for a second reading.

The PRESIDING OFFICER. The clerk will read the bill by title for a second time.

The senior assistant legislative clerk read as follows:

A bill (H.R. 5613) to require a review of whether individuals or entities subject to the imposition of certain sanctions through inclusion on certain sanctions lists should also be subject to the imposition of other sanctions and included on other sanctions lists.

Ms. HASSAN. In order to place the bill on the calendar under the provisions of rule XIV, I would object to further proceeding.

The PRESIDING OFFICER. Objection having been heard, the bill will be placed on the calendar.

ORDERS FOR THURSDAY, SEPTEMBER 19, 2024

Ms. HASSAN. Mr. President, I ask unanimous consent that when the Senate completes its business today, it stand adjourned until 10 a.m. on Thursday, September 19; that following the prayer and pledge, the Journal of proceedings be approved to date, the morning hour be deemed expired, the time for the two leaders be reserved for

their use later in the day, and morning business be closed; that following the conclusion of morning business, the Senate proceed to executive session to resume consideration of the Jenkins nomination; further, that the cloture motion with respect to the Jenkins nomination ripen at 1:45 p.m.; finally, that if any nominations are confirmed during Thursday's session, the motions to reconsider be considered made and laid upon the table and the President be immediately notified of the Senate's action.

The PRESIDING OFFICER. Without objection, it is so ordered.

ADJOURNMENT UNTIL 10 A.M. TOMORROW

Ms. HASSAN. Mr. President, if there is no further business to come before the Senate, I ask that it stand adjourned under the previous order.

There being no objection, the Senate, at 7:22 p.m., adjourned until Thursday, September 19, 2024, at 10 a.m.

NOMINATIONS

Executive nominations received by the Senate:

IN THE AIR FORCE

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be colonel

ALISON LEE BEACH
GRAHAM H. BERNSTEIN
SOPHIA B. CARRILLO
EVAN ALLEN EPSTEIN
JASON E. GAMMONS
DUSTIN L. GRANT
ELGIN D. HORNE
DAPHNE LASALLE JACKSON
SHAD RAYMOND KIDD
ISRAEL DAVID KING
MARC PHILLIP MALLONE
NATHAN H. MAYENSCHEIN
ELIZABETH ANNA MCDANIEL
SAMUEL THOMAS MILLER
MATTHEW JOSHUA NEIL
SALEEM SYED RAZVI
AARON PAUL ROBERTS
DUSTIN MARCELLUS TIPLING
NICHOLE MARIE TORRES
BRANT FREDERICK WHIPPLE
SARAH ELIZABETH WILLIAMS
AARON ALLEN WILSON

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be colonel

JASON R. BARKER
KARL N. BLANCAFLOR
ROBERT DALE BOHNSACK
DANIEL S. CALL
RANDY A. CROFT
JOEL D. KORNEGAY
JONATHAN T. RUNNELS

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be colonel

LAKISHA N. ALBERTIE
ELENA E. ARUSHANYAN
BECKY M. BAUTCH
LORI D. CARVER
WENDY H. COOK
TANYA IVONNE DIAZ
SAMANTHA L. FIL
CUBBY L. GARDNER
STANLEY W. GRODRIAN
CLINTON J. HARTMAN
MICHELLE M. HUFSTETLER
SHANTI P. JONES
SCOTT A. LEBLANC
MARCIE A. LEWIS
KEVIN D. MONAGHAN
KIMBERLY M. MONTI
DANIEL D. MOORE, JR.
LISA R. MURCHISON
NELSON PACHECO
ALEACHA C. PHILSON
DINO C. QUIJANO
ANDRIA D. SHARP
DARLENE J. STILLING
YVONNE L. STOREY
KAREN L. WILLIAMS
ZOE T. WOOLSTON
KERI L. YOUNG

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be colonel

GABRIEL R. DINOFRIO
JUSTIN J. EDER
RYAN M. GASSMAN
CODY JOHN HESS
JENNIFER LEE IDELL
EZEKIEL S. MALONE
JOSHUA LEE MILLER
THEODOSIA FLORIA MONTGOMERY
EDWARD J. MORRIS
JOSEPH DANYLE POPHAM, JR.
MARC A. RITTBERG
JACK VILARDI

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be colonel

JOHN C. BATKA
KAREN J. BUIKEMA
BELINDA F. COLE
WARREN G. CONROW
JAMIE D. CORNETT
ELISA AMANTIAD HAMMER
ADAM B. KLEMENS
TIMOTHY R. LANDIS
KEYE S. LATIMER
MIKEL M. MERRITT
JEFFREY A. NEWSOM
CHRISTOPHER M. PUTNAM
JOHN E. STUBBS
CHARLES B. TOTH
DANIEL J. WATSON
RICHARD Y. K. YOO

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be major

WESLEY R. ADAMS
MICHAEL ROBERT ANDERSON
LORRAINE A. APOLIS ABELON
JUSTIN A. BERNARD
NICOLE D. BESSETTE
CHERYL L. BLAKE
BRYAN P. BOWYER
COURTNEY J. BURGESS
CHELSIE J. CAMDEN
CASEY S. CATON
CONLEY D. CHANEY
ALICIA D. CLEMENTS
ANTHONY J. COOPER
STEWANNA DASARI
MIGUEL EDUARDO S. DEL MUNDO
DANIELLA S. DSOUZA
MORGAN M. GALUSHA
SPENCER J. GARN
ASHLEY N. GEORGE
JOSEPH N. GILHAM
JORDAN L. GRANDE
LYNN E. GUERY
NICHOLAS J. HALL
LUKE A. HARLE
JEANLUC HEBERT
BRIENT C. HOBBS
KARA L. ISKENDERIAN
DARIUS IZAD
PRENELLA D. KENNEDY
CHRISTOPHER H. J. KIM
NATHAN R. KINGHORN
EMMA M. KINSTEDT
ERICK C. KOBRES II
KATE E. LEE
JOVAN S. LEGISTER
ALLEN T. LOVE
ANDREW P. LOYNAZ
KERRY A. MAWN
WILLIAM S. MAY
LAURA A. MORTON
THOMAS R. NEUMAN
ARIEL N. NOFFKE
KARINA OSGOOD
TIMOTHY D. PETTMAN
WESLEY R. PILON
ROGER M. POWELL
ALEXXA D. PRITCHETT
SARAH C. RACATAIAN FRICK
ROBERT FREDRICK RITCHIE
AARON D. SANDERS
SPENCER A. SARE
RYAN E. SCHMIDT
KEVIN J. SCHROP
GEORGE A. SOUTH
JONATHAN S. SPIRO
HEATHER N. STALLINGS
ANNA K. STURGES
PATRICK C. TIPTON
TREVOR N. WARD
KOLTON ROBERT WARREN
TYLER LOGAN WASHBURN
WESLEY N. WATTS
BENJAMIN M. WEBSTER
JONATHON B. WELSH
NATHAN M. WIEBENGA
DIAMOND D. ZEPHIR

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be major

J B. ACHESON
EUGENE Y. ANSAH
CHRISTOPHER A. BLACK
CHARLES FORTUNATE BLIZZARD
ROBBIE DEKA
JASON R. GILLELAND
TIMMIE D. HENSON
JORDAN D. HUGGINS
EDWARD E. JORDAN, JR.
GUY MSAFIRI KAGERE
SERGIO ALTESOR RAMOS
JENNIFER MAE RAY
JOHN B. SKELTON II
JUSTIN ADAMS THOMAS
PORTMANN K. WERNER
STEVEN T. WICHERN
LAVONIA Y. WINFORD
MARA LIZBETH WLADYKA

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be major

BRANDI RAE AIKEN
BEAU J. ALBANESE
SHAYNA JAYDE P. ALISASIS
ARMANDO J. ALVAREZ
ORLANDO S. AMARO
ALEX R. ANDERSON
MELISSA G. ANDERSON
YVETTE R. ANSUMANA
MACKENZIE G. ANTLEY
DAVINA L. ARMBRUSTER
KATIE L. ARMSTRONG
MISTY DAWN BAILEY
SABRENA A. BEDWELL
HEATHER ANN BERRINGER
ASHTON N. BIERBRAUER
ANNA M. BIONDI
JACOB A. BOHANAN
JOSHUA A. BOSWELL
KATLYN J. BOUSKA
SAVANNA DAWN BOWERS
LAUREN BRODIE
JULIUS L. BROWN
TELESHEIA NICOLE BROWN
HEATHER J. BRYANT
TEQUELA M. BULOW
LEIGH E. CANNON
NATASHA N. CARDINAL
NANCY CARRION WOODDY
DANIEL B. CARTER
IRIS A. CATALA COTTO
LEA I. CHIEN
HENRY R. CHOUINARD
AMANDA D. COETZEE
JEREMY M. COOPER
JHOANNA LUZ T. CUTARAN
KRZYSZTOF DANCZUK
TAYLOR P. DEPOL
KELLY K. DERING
JOSIE E. DUFF
TINA M. DUNLAP
COURTNEY P. EBELING
TIFFANY ANNE EBUENG
MORGAN E. ENOS
JOEL LAZARA ESPINOSA
FERN K. FIELDS
TAMMI LEILANI FISH
LAURA D. FLETCHER
CINDI SJ FREEBORN
WINNEBELLE D. GAMOR
BRANYAN D. GARCIA
AMBER N. GIBBONS
MIKEL R. GILES
JANAYE S. GREENE
MARY I. GUZMANMURO
MICHELLE A. HAUCK
ROY L. HERRIN, JR.
HARMONY M. HIGHLEY
EMILY R. HILL
COURTNEY R. HORAN
NINA C. HOSKINS
KYAW HTET
DOMINIQUE ANN HUNSBERGER
JOHN T. ININNS
JASON B. JAKIMJUK
LINDSAY KAYE JEFFERIES
JASON M. JEFFERS
PAMELA JIRSA
MANMINDER S. JOHAL
VIGNETTE A. KALTSAS
RAYMOND E. KELLY
LARRY EARL KENNEY
ANGELA MIESHA KNIGHT
MORGAN R. KOVACHEVICH
KRISTIE M. KOVALENKO
FRANCES ANNE L. KRISS
MIKHAIL A. KUZMIN
MARI D. LABIT
BRIANNA Y. LARSON
SHANNON K. LARSON
OCTAVIA YVETTE LATULAS
AMANDA C. LAWRENCE
DANIELLE N. LAWTON
JOELYNN R. LEOPARD
KATIE E. LITTLE
CRISTINA M. LOUGHERY
JERON MARKEITH LOWERY

BRANDILYNN K. LUCAS
SARA L. MACKEY
MICHAEL PATRICK MANNING
MOLLY A. MAY
NATALIE G. MCDOUGLE
STEPHANIE RAE MCKINLEY
DAVEANA LEE MEAUX
CARLOS E. S. MENDOZA
KERRY S. MERKEL
LAWRENCE D. MERKET
ERIC DOUGLAS MERRILL
LEANDRA D. MILTON
KELLY LYNN MITTAL
VIRGINIA S. MONTEIRO WALKER
ANDREA R. MORGAN
KATHERINE J. NEWBOLD
DAVID GENE NICHOLSON, JR.
SHANNON NUNNERY
SEAN D. OHOLLEARN
MADALYN L. OWERMOHLE
ELIZABETH PATTERSON
ALYSSA MARIE PEREZ
ANGELICA M. PEREZ
EMIKO PERKINS
AARON B. PORTER
JANET M. RAMOS
JESSICA M. RANGOONWALA
ROSEMOND D. REIMMER
RICHARD RAPHAEL IGNACIO REYES
JONI ROBERTS
JARED A. ROGGE
WILFREDO D. ROMANOTERO
LYNN MARIE ROSCHI
SAMANTHA L. ROSE
NATHAN T. ROSENBERRY
JOSHUA L. SALLEY
JARED CHARLES SANGIORGI
PATRICIA A. SAPP
SHARISA MARIA SCALES
CRAIG ALAN SCHADEWALD
KAILEY R. SCHMIDT
JENNIFER R. K. SCHNEIDER
JORDAN L. SERCK
BONNIE LYNNE SGROI
SHAINA M. SMELAS
KAYLA TAMARA SMITH
JESSICA W. SPRUNGER
REBECCA JEAN STACEY
DURNAY STACY
JEREMY D. STEWART
PATRICK ANDREW STOCKTON
BRENDEN M. STOKES
DREW S. STRADER
ASHLEE M. STRIPLING
DAVID LEONARD STUPPY, JR.
JENNIFER L. SWANBERG
MILAN A. A. TANDOC
BRENDAN C. TARLETON
HOSSANA D. C. TERRADO
TIFFANY N. THOMAS
SUZANNA E. THOMSEN
SABRINA TORRES
AUDREY M. TRAN
SHERRY A. TRUSKOLASKI
JULISSA VALENTINE
JONATHAN PATRICK VANETTEN
THOMAS E. VIETEN
LISHA A. VORTOLOMEI
JOHN C. WALKER
AUTUMN H. WHARMBY
EDNA M. WHORTON
DAVID E. WILCOX
JOSHUA CRAIG WILSON
CAMILLE R. WOLFERSBERGER
RACHEL E. WOODLEE
HEATHER D. WUNSCHEL
ERICA M. ZUNIGA

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be major

JORDAN JOHN ARCTURUS
RUCHELLE TISSINI AUSTIN
KIESHA ROCHELLE BEAVERS
BRITTNEY M. BERNAL
DALILA M. BROADY
VERONICA R. COLLINS
JOSHUA CHARLES CRAIG
JEREMY TRAVIS DEEP
PATRICK KEVIN DELATOUR
MARIBY CHERISE DILKS
NICHOLAS PETER DOE
KIMBERLY ANNE DOTSON
DEONTA MARQUECE ELLIS
DANIEL J. FERNANDEZ
JOSEPH MICHAEL FRANZE
ALLISON M. GAHAFER
MICHA A. GOLDEN
JENISE A. HARRIS
LANCE DARNELL HAYES
MARQUES L. HIERS
WATSON HILAIRE
ELIZABETH MCDONALD HILL
JAIME L. HOLLINGSWORTH
DANIEL R. HUNT
TAYLOR R. JACOBSON
SCARLETT L. JAIME ASTACIO
BRANDY A. JAYNE
BENJIMAN P. JENNINGS
VICTOR JOHNSON, JR.
BREANA L. KEMP
MATTHEW J. KLOOSTER
BIN MA
SARAH F. MANHERTZ
JESSICA ROSE MARKS
DANIELLE M. MCSHEFFREY
THOMAS ANDREW MOORE
DAVID S. S. OH
RODRIGO M. PAES
BRIANNE NICOLE PEDRERO
JORDAN KELEN PICKELL
JOHN P. REASONER III
KEANA L. REED
JENNIFER M. RIVERA USHER
ALEXANDRE MICHEL ROGAN
ADRIAN A. SAIZ
STEFANIE DESIREE SIMON
CAMERON SCOTT SMITH
MICHELLE MARIE SMITH
LAURA MARIE TROMBLEY
JASON BRIAN WALKER
JOSHUA I. WHEELER
ANDERSON R. WIKSELL
TYRONE DARIUS WILLIAMS
VICTORIA S. WILLIAMS
ALEXANDER WILLIAM WOLF

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES AIR FORCE UNDER TITLE 10, U.S.C., SECTION 624:

To be major

JONATHAN D. ALE
PATRICK GLENN MICU AREVALO
KAYSIE R. ARMES
CALEB BABER ARRINGTON
BRENDA KARINA AYALA
ARISTIDE N. BADJE
JAMES PATTERSON BARBOSA
HALEIGH A. BARNES
MARK GERARD DASALLA BAUTISTA
MARIA BERNADETTE BIBILONI
MATTHEW F. BLOOM
CHEVEN BRIANNA BONNELL
LATOYA N. BROWN
NATHANIEL GEORGE S. BROWN
JENNIFER R. CADWELL
KELLY M. CAPONIGRO
DAVID R. CARSON
SHERRY DENISE CARTER
AMBER DANIELLE CLAYTON
KATHERINE B. CLER
DEBRA V. CROWDER
DESIRAE R. DALTON
KRISTOFER J. DARROW
PETER M. DAVEY, JR.
LOGAN J. DAVIS
ALYSE MARIE DENITTIS
FERNANDA P. DEOLIVEIRA
PAULO R. DEPAULA
AIMEE DICKSON
JAMES JOSEPH DOUGHERTY
JOSEPH M. FEHRMAN
JULIAN GABRIEL FIORINA
JOHN K. FLYNN
TERYN ARDELL FREEMAN
ANDREW R. GARCIA
NATALIE K. GARRETT
TRISHA ELIZABETH GIBBONS
STEPHEN MARTIN GILBERT
ANDREW J. GLIDEWELL
ZACHARY P. GRAVGAARD
EVAN SPENCER HANSEN
VERONICA W. HART
MARK E. HILLSTROM
MIKI CHRISTINE HINCHEY
MATTHEW J. HOGAN
CHRISTINE I. HONG
CRISTINA CORPUZGRANT HOUGH
JENNIFER M. HUDSON
ERIC SHAWN HUFF
BENJAMIN ROBERT HUTTO
JESSIE KIM THU HUYNH TOOR
THOMAS CHARLES J. INGERSOLL
HALEY E. JAMES
KEITH STEPHEN JANDA
DENNIS BROOKS JOHNS
LATOYA DANIELLE JOHNSON
LAUREN BRITTANY JOHNSON
PATRICK DAVID JONES
PRECIOUS R. JONES
ERIK J. KALKBRENNER
MICAH T. KEANEY
JOSEPH M. KICKLIGHTER
SHILANA SARAH KOWACK
JACOB G. KRIEGBAUM
DEEPAK KUMAR
BRIDGET J. LASHBAUGHBARNEY
MATTHEW ANTHONY LAWRENCE
BRITNEY LATOYA LEONARD
STEPHEN PAUL LESAGE
JONATHAN J. LESTER
WILLIAM LEU
JENNIFER RENEE LEWIS
KRISTINA M. LINDEN
ELAINE NICOLE LOUDERMILK
BROOKE A. LOVE
CAREN L. MARTAGON
MATTHEW J. MAZICK
GILLIAN M. MCGEORGE
MANDY LYNN MCLUCKIE
TIMOTHY J. MCMANUS
SKYLAR S. MCMATH
RICHARD H. MELLO III
JUAN F. MERCADO GUZMAN
DOMINIQUE BLANCETT MERCADO
SUNGHEE MIN
SHAWN HAMILTON MIRANDA
CODY RONALD MORCOM
JAMIE OLDS MORRISON
SAUMYA M. NAGAR
ALEXANDER E. NEYLON
ERIC Z. OLSON
STEPHANIE A. OLSON
JENNIFER MARY OROZCO
STEPHANIE A. OWENS
MICHAEL DAVID PALMER
WESLEY ARTHUR PARKER
MYCHELLE PHAN
NANCY I. PINEDA
NICHOLAS F. POLK
JAVIER PORRAS
MATTHEW R. PRICE
ELLIE M. PRINSTER
ANTONETTE D. REEVES
MONTANA RENEE RICKEY
JENNIFER J. ROSENBERG
MARIE NICOLE ROTHSTEIN
DAVID MICHAEL SAGER
ANGELA SAKELLARIOU
DANA MARIE SAMS
AMANDA GRACE SANDRY
ANTHONY J. SANGER
NICOLE A. SAULOVICH ROGAN
MICHAEL AUGUSTINE SAUNDERS
BENJAMIN T. SCHMITT
JOHN A. SEIMETZ III
MIGUEL ANGEL SERRANO
JUSTINE ELIZABETH SEYMOUR
GABRIEL JOHN SHARP
KAITLYN M. SHAUGHNESSY
JULIA MICHELLE SLIFKO
SYDNEY L. SLOAN
NICOLE LISA SPARKS
JOSHUA SAMUEL STALLARD
ANDREW P. STATKEVICH
ERIC ROBERT STRATOTI
BRIAN ADAM THOMPSON
JENNIFER P. W. TOMLINSON
ANTONIA KATE TRAVISANO
ELONA PANTELEMONOVNA UNGER
MELISSA K. VANARTSDALEN
KY V. VUONG
MELISSA E. WOODS
BRITTNEY T. YUN
JIAN ZHANG
MASON ZHANG

IN THE ARMY

THE FOLLOWING NAMED INDIVIDUALS FOR APPOINTMENT TO THE GRADE INDICATED IN THE RESERVE OF THE ARMY UNDER TITLE 10, U.S.C., SECTION 12203:

To be colonel

JASON S. HAWKSWORTH
RICHARD Y. YOON

IN THE MARINE CORPS

THE FOLLOWING NAMED OFFICERS FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES MARINE CORPS UNDER TITLE 10, U.S.C., SECTION 624:

To be lieutenant colonel

ALEXANDER N. ABATE
JOSHUA J. ABRAHAM
JOEL T. AHERN
ROBERT F. AHERN
ETHAN R. AKERBERG
EZRA W. AKIN
JOSEPH F. ALBANO, JR.
ERIC D. ALBIN
ALEX J. ALBRECHT
DAVID P. ALGER
SARA E. ALLDREDGE
JACOB D. ALLEN
ZACHARY S. ALLEN
SCOTT A. ANDERSEN
BRIAN M. ANDERSON
CARL G. ANDERSON
FRANK K. ANDERSON III
HUGH E. ANDERSON
JUSTIN R. ANDERSON
ERIK S. ANDRES
EMANUEL ARAICA
ROBERT ARELLANO
MICHAEL A. ARGUELLO
RICHARD E. ARONSON
EDWARD E. ARRINGTON
JOHN M. BAILEY
JOHN T. BAKER
LOUIS B. BALLARD
ANTHONY P. BANKS, JR.
JOSHUA W. BANKS
CHRISTOPHER A. BARTOS
ROBERT F. BEAGEN
MICHAEL A. BEBOW
RAFAEL E. BENITEZRUIZ
BRYAN C. BERGMAN
MARK R. BERTOLONE
ROBERT M. BEST
MICHAEL P. BILLINGS
NATHAN J. BLACKWELL
ALAN J. BOCK
VICTOR E. BOCKMAN, JR.
CHRISTOPHER J. BOCKOVEN
STEPHAN A. BOHANAN
NICHOLAS R. BOIVIN
CARLO F. BONCI
KYLE A. BOOKHOUT
JONATHON E. BOUSKA
BENJAMIN L. BREWSTER
STEPHEN K. BROWER, JR.
MICHAEL E. BRUCE
EVERTON A. BRYAN
JAROD S. BRYANT
DYLAN R. BUCK
CHELSEA A. BUCKHOLTZ

ANDREW J. BUDZIEN
KETRIC D. BUFFIN
ALEX J. BURGGRAAF
SHAWN M. BURKHART
ANTHONY S. BURROW
MEGAN L. BUSTIN
TYREL L. CAMPBELL
ZANDER H. CARBAJAL
CLIFF S. CARDWELL
BENJAMIN J. CARLTON
JORGE J. CARO
LOUIS J. CARRANO III
BRENDAN T. CARROLL
JOHN J. CARTER
NICHOLAS C. CASTLE
EUGENE R. CAZEDESSUS IV
JOSHUA J. CHAMBERS
RICHARD W. CHAPMAN
SEAN M. CHARVET
TIMOTHY S. CHUN
DALE L. CHUNG
DEVIN M. CLARK
NATHAN M. CLARK
ROBERT C. CLIFFORD
ANDREW P. CODY
BRIAN D. COLEMAN
FRANKLYN A. COLORADO
JASON M. CONSTANCE
SEAN B. CONWAY
DAVID A. COOPER, JR.
CASEY COSGROVE
TRAVIS J. COVEY
CHRISTOPHER J. CRACCHIOLO
JACOB A. CRAMER
CHARLES M. CRANDELL III
MYCHAL A. CREEDEN
SEAN P. CRILLEY
RYAN D. CRYMES
JOSHUA D. CULVER
DAVID J. CYBULSKI
ADRIANA DAROCACOSULICH
AARON L. DAVIDSON
JOSEPH J. DAVIN
GRETCHEN R. DAY
SETH T. DEATON
ADAM T. DEITRICH
ERIN K. DEMCHKO
JUSTIN A. DENTEL
VINCENT J. DEPINTO
SEAN F. DOCHERTY
RANDY F. DONALDSON
COLE A. DOSSETTO
CHRISTOPHER M. DOYLE
KEVIN C. DRUFFELRODRIGUEZ
THOMAS R. DUDRO
JASON E. DUEHRING
WESLEY S. DYSON
DANIEL A. EALY
JORDAN A. EDDINGTON
JOSHUA P. ELLIOTT
COLIN A. ELSASSER
THOMAS M. ENDICOTT
MATTHEW R. ERLIN
CHAD M. ERNST
BRANDON L. ERWIN
DANIEL J. FALVEY
DANIEL J. FAWCETT
DAVID P. FEMEA
JOSEPH W. FISCHER
JEREMY A. FISHER
ERIC J. FLEEGLE
CHRISTOPHER K. FLETCHER
LEWIS C. FLINN
TYLER B. FOLAN
DAVID P. FOLEY
THOMAS R. FRICTON
SEAN M. FUHRMANN
ADAM J. FULLER
JONATHAN J. GALINSKI
DANIEL S. GETCHELL
KELSEY W. GIBSON
NICHOLAS W. GIBSON
LOGAN A. GIGER
ALEXANDER S. GODBEY
CHRISTIAN O. GOMEZ
JEREMY A. GRAHAM
GABRIEL C. GRANADO
DAVID M. GRANT
DENNIS A. GRAZIOSI
ROBERT A. GREEN, JR.
MATTHEW J. GRILL
MICHAEL S. GRINER
SHANNON L. GROSS
THOMAS F. GRUBER
PAUL M. GUCWA
NICHOLAS J. HALSMER
BRIAN C. HAMPTON
THOMAS A. HANSEN
JOSEPH W. HARDIN
CLAYTON D. HARRIS
JEFFRY P. HART
TALYA C. HAVICE
RICHARD A. HAYEK
LUCAS A. HELMS
JACOB R. HEMPEN
WILLIAM M. HENDRICKSON
MICHAEL G. HERENDEEN
JORGE A. HERNANDEZ
GRANT D. HERTZOG
DAVID J. HEUWETTER III
RYAN J. HIGGINS
YUWYNN E. HO
SCOTT A. HOLBERT
NORMAN B. HOLCOMBE
RYAN P. HOLLAND
SETH A. HOLLAND
TRAVIS A. HOLLAND
TRAVIS A. HOLLOWAY
STEPHEN C. HORN
TRAVIS E. HORNER
JASON R. HOTALEN
ERIC S. HOVEY
BRIAN D. HUBERT
CHRISTOPHER A. HUFF
CHANCE A. HUGHES
LUCAS R. HUISENGA
STEPHANIE V. IACOBUCCI
ALEXANDER A. ISMAIL
WILLIAM J. JACOB
MICHAEL R. JACOBELLIS
KATHERINE L. JAMES
ALICIA M. JOBE
KENNETH G. JOHNSON
MICHAEL R. JOHNSON
BILLY J. JONES
CHRISTOPHER M. JONES
CORY T. JONES
MICHAEL R. JONES
TREVOR A. JONES
BRENT E. JURMU
KEVIN I. KAPUSCINSKI
STEVEN D. KASDAN
EVAN F. KEEL
MICHAEL S. KELLY
STEPHEN D. KENT
KATHERINE A. KERCHEVAL
JOSHUA T. KETTENTON
BRIAN C. KIMMINS
KEEGAN R. KINKADE
TIMOTHY D. KIRKPATRICK
MICHAEL T. KOPA, JR.
JACOB J. KREBS
YUK W. KWAN
WILLIAM M. LAMBUTH, JR.
DANIEL A. LANE
DAVID J. LANE
ALEX M. LANG
COLE W. LAPIERRE
RICHARD B. LARGER, JR.
CHARLYNE D. LAWRENCE
JAMES J. LAY
SAMORA A. LEACOCK
ZACHARY R. LEVEE
TIMOTHY D. LINDSHIELD
EDWARD C. LIPOSITZ III
BRANDON P. LOKEY
WILLIAM D. LONG
CORY J. LONGWELL
ORYAN J. LOPES
CRISTINA LOPEZ
JOSEPH R. LOUSCHE
ANDREW T. MACON
MICHAEL P. MADIA
KENNETH F. MAGEE
WILLIAM MAHONE VI
RICHARD C. MARSHALL
NICOLAS R. MARTINO
ROBERTO A. MARTINS, JR.
MATTHEW J. MATTSON
STEPHANIE J. MAXWELL
ASHLEY R. MCCABE
BEN E. MCCALEB III
BRIAN R. MCCARTHY
JOHN D. MCCORMACK, JR.
TERRY A. MCCOY
JAMES D. MCGOWAN
MARGARET K. MCGUIRE
JACOB A. MCILWAIN
THOMAS P. MCKAVITT III
SEAN R. MCMAHON
GILMER L. MCMILLAN
CHRISTOPHER R. MCQUADE
JEFFREY J. MEDEIROS
ALFONSO D. MEIDUS
CHAD J. MENACHER
TYSON S. METLEN
ROBERT G. MEYER
CALEB C. MILLER
JORDAN D. MILLER
ROY F. MILLER IV
SARAH E. MILLER
PETER N. MISYAK
NICHOLAS S. MITCHELL
BRIAN T. MOELLER
DYLAN T. MONTAMBO
CHRISTINA MONTOYA
DAVID J. MOON
DANIEL A. MOORE
SAMUEL E. MOORE
SEAN E. MOORE
ALEXANDER MORA
PAUL P. MOREAU
CHRISTOPHER A. MORTON
JASON C. MURPHY
TIMOTHY P. MURPHY
TRISTAN J. MURRAY
STEPHEN P. NAGEL
DARYL C. NEILL
NATHAN B. NELMS
JUSTIN P. NELSON
BRIAN C. NERI
DUSTIN J. NICHOLSON
ERIC K. NILSSON
EVAN S. NORDSTROM
CHRISTOPHER W. OBRIEN
JESUS A. OCHOA
JOSHUA L. OCKERT
CHRISTOPHER S. ODOM
WILLIAM L. OLIVER
LIAM P. OLONE
KEVIN C. OMALLEY
ROBERT J. ONEIL
STEPHEN E. OTIS
PATRICK J. OWENS
CHUN H. PARK
DANIEL J. PATON
CALVIN B. PATTON
HANNAH M. PAXTON
MITCHELL R. PEDERSON
NICHOLAS D. PETERS
CLARK J. PETERSEN
BRYAN S. PETERSON
ZACHARY A. PHELPS
DANIEL D. PHILLIPS
SHANE M. PHILLIPS
BEAU L. PILLOT
LINDSAY M. PIREK
MATTHEW S. PISTON
IAN J. PLUMMER
BERTRAND A. POURTEAU
JOSHUA J. PRETTI
DOUGLAS L. PRICE
JONATHAN F. PROBOL
KEES J. PUNTER
MICHAEL J. PUTNAM
JON E. PYNDUSS
NICK G. PYPER
CHARLES C. RANDOLPH
BENJAMIN K. REEKES
JOHN E. REHBERG
JORDAN M. REID
PATRICK S. REILLY
JOHNPAUL R. REYES
JEFFREY R. ROBBINS
DAVID W. ROBERTS
JOSE J. RODRIGUEZ
BRADLEY T. ROENSCH
EDMUND M. ROMAGNOLI
CHRISTOPHER P. RORK
TED A. ROSE
DIANN M. ROSENFELD
JEREMY D. ROSS
KEVIN J. ROSS
JHAN A. RUIZCANO
JESSICA L. RYAN
BARNARD J. SABIN
JOHN J. SABOL III
RICHARD J. SALCHOW
MELANIE M. SALINAS
ERIK B. SALZMAN
CRAIG F. SAMPSEL
DESIREE K. SANCHEZ
MATTHEW S. SAVARESE
RYAN S. SAWYER
AARON P. SAYERS
CHRISTOPHER M. SCHAUB
PHILIP R. SCHMITZ
DUSTIN S. SCOTT
THOMAS G. SCOVEL
DAVID A. SERRANO
LAUREN F. SERRANO
JONATHAN SHIH
JOHN SHIN
DONALD T. SHREWSBURY
MATTHEW J. SIMARD
LYDIA A. SIMONS
SHAWNA L. SINNOTT
CHARLES T. SMITH
CHRISTOPHER A. SMITH
JOHN M. SNYDER
CHRISTOFFE H. SORENSEN
KURT R. SORENSEN
CLINTON W. SOVIE
MELVIN G. SPIESE III
COREY S. SQUIRES
RYAN W. STEENBERGE
CONOR W. STEWART
MATTHEW E. STILSON
ROBERT T. STOCKMAN III
ANTHONY D. SUH
ARON D. SULLIVAN
TARA A. SUTCLIFFE
JARED R. SWANCER
SCOTT F. TAGGART
PHILLIP M. TATE
ANDREW L. TAULBEE
STEPHEN C. THOMAS
CRAIG A. TOWLES
GEOFFREY J. TROY
MICHAEL J. TUCKER
MATTHEW D. TWEEDY
CHRISTOPHER R. VARRIALE
ELVIN VASQUEZ
MATTHEW A. VAUGHN
ROBERT W. VIEHMEYER
MATTHEW F. VOLLMER
AARON J. WATKINS
CHESTER J. WATTS
MICHAEL D. WATTS
RAYMOND C. WEBB II
HAROLD D. WEEKS, JR.
SCOTT J. WEIBLING
DANIEL S. WEINSTEIN
RYAN K. WELSH
KEVIN M. WHEELER
CANDACE G. WHITE
JOSHUA L. WHITE
STEFAN J. WHITEWAY
MATTHEW D. WICKS
BRANDON A. WIEDOWER
LARRY W. WIGINGTON
PAUL R. WILLARD II
CHRISTOPHER M. WILLIAMS
ISAAC S. WILLIAMS
JUSTIN D. WILLIAMS
KEVIN J. WILLIAMS
SCOTT D. WILLIAMS
KELLY L. WILLIAMSON
KYLE T. WILSON
JOSHUA D. WINTERS
MICHAEL J. WISH

TIMOTHY D. WRENN, JR.
BRIAN K. WRIGHT
KURTIS B. WRINKLE
JAMES J. WUESTMAN
EDWARD L. YOO
JENNER M. YUHAS
KYLE M. ZENOR
JOSEPH A. ZUKOWSKI, JR.

IN THE NAVY

THE FOLLOWING NAMED OFFICER FOR APPOINTMENT TO THE GRADE INDICATED IN THE UNITED STATES NAVY UNDER TITLE 10, U.S.C., SECTION 624:

To be commander

LEE J. CHASCO

FOREIGN SERVICE

THE FOLLOWING–NAMED CAREER MEMBERS OF THE FOREIGN SERVICE OF THE DEPARTMENT OF STATE TO BE A FOREIGN SERVICE OFFICER, A CONSULAR OFFICER, AND A SECRETARY IN THE DIPLOMATIC SERVICE OF THE UNITED STATES OF AMERICA:

GEORGINA RITA BENJAMIN, OF VIRGINIA
LINDSEY T. BIRD, OF VIRGINIA
PATRICK FRANCIS BREEN, OF CALIFORNIA
ADAM M. BROCK, OF WASHINGTON
EMMA M. BROWNING, OF SOUTH DAKOTA
JEREMY ALLEN BULGRIEN, OF PENNSYLVANIA
ANTHONY R. BYRD, OF GEORGIA
MICHAEL G. CALABRESE, OF LOUISIANA
RAFAEL JOSE CERAME GUILLEN, OF VIRGINIA
APRIL N. CHAPPELLE, OF MARYLAND
MANUEL A. CHAVEZ AYALA, OF VIRGINIA
JASON MICHAEL CHIN, OF VIRGINIA
SEHEE CHUNG, OF FLORIDA
CAROLINE ELIZABETH CORCORAN, OF TEXAS
KRISTINE D'ALESANDRO, OF THE DISTRICT OF COLUMBIA
CASSIDY F. DAUBY, OF VIRGINIA
MICHELLE D. DAVIS, OF VIRGINIA
JACOB E. DIETRICH, OF KENTUCKY
NICHOLAS JAMES DRAMBY, OF VIRGINIA
DANA KRISTEN DRECKSEL, OF UTAH
EMILY C. ELLER, OF MAINE
STEPHEN S. ELLSESSER, OF TEXAS
BRIAN EDWARD ENGEL, OF VIRGINIA
GREGORY J. EVERETT, OF TENNESSEE
ERIC A. FRANQUI, OF ARIZONA
GO FUNAI, OF VIRGINIA
BRADLEY E. GEER, OF VIRGINIA
ELIZABETH GESSON, OF CALIFORNIA
GIAN MICHAEL PALMA GOZUM, OF TENNESSEE
KRISTEN C. GRAY, OF MAINE
CONNOR JOSEPH HAGAN, OF GEORGIA
REBECCA BREANNA HAGGARD, OF FLORIDA
PAULETTE L. HARDIN, OF VIRGINIA
SAMUEL JAMES HORSTMEIER, OF VIRGINIA
ANNA S. HORVATH, OF VIRGINIA
BENJAMIN S. HULEFELD, OF MASSACHUSETTS
KAIJA JEAN HURLBURT, OF WASHINGTON
ANDERS STENSRUD IMBODEN, OF MINNESOTA
MELISSA A. JONES, OF VIRGINIA
ANNA W. JOZWIK, OF VIRGINIA
BENJAMIN D. KRUEGER, OF MINNESOTA
ZACHARY MICHAEL LAUDI, OF VIRGINIA
QUINN ASTI LORENZ, OF NORTH CAROLINA
SARA ASHLEY LUEKING, OF THE DISTRICT OF COLUMBIA
CHARLIE T. LUONG, OF VIRGINIA
KIMBERLY JOSEPHINE MACFARLANE, OF VIRGINIA
JUSTIN MICHAEL MALLARD, OF VIRGINIA
ADAM R. MARTIN, OF VIRGINIA
MELISSA SUE MCCAULEY, OF ARIZONA
PHILIP J. MENZNER, OF WISCONSIN
JOHN LESLIE STEVEN MILICEVICH, JR., OF VIRGINIA
CHRISTOPHER A. MIRABELLO, OF VIRGINIA
KHADIJA H. MOHAMUD, OF MARYLAND
DAVID NICHOLAS MORGAN, OF TEXAS
ERIKA LYNN NUTTING, OF VIRGINIA
MAURA O'BRIEN–ALI, OF VIRGINIA
JORDAN MARK O'REILLY, OF VIRGINIA
DANIELLA MANERA ONEILL, OF VIRGINIA
FLORY Y. ORE, OF UTAH
MAURICIO PARRA, OF TEXAS
MANUEL I. PERALTA, OF VIRGINIA
CARLY J. PUZNIAK, OF MICHIGAN
JUSTIN MICHAEL RIVERA, OF TENNESSEE
WILLIAM FITLER ROBERTSON, OF CALIFORNIA
DAVID G. ROGGE, OF MARYLAND
JASMINE KATHERINA ROHWEDDER, OF VIRGINIA
KENNETH D. ROONEY, OF THE DISTRICT OF COLUMBIA
BENJAMIN LEIF ROWLES, OF PENNSYLVANIA
JESSICA RENEE SCHRIMP, OF MINNESOTA
MICHELLE P. SCHUETTE, OF WISCONSIN
MICHAEL LLOP SCOTT, OF VIRGINIA
NADIA SHEIKH, OF THE DISTRICT OF COLUMBIA
JULIE M. SHERBILL, OF MARYLAND
TIAN SONG, OF VIRGINIA
SANDRA LYN SPADONI, OF WASHINGTON
NATHAN B. STACKPOOLE, OF WASHINGTON
BERNADETTE A. STADLER, OF MAINE
ANDREW J. STEELE, OF VIRGINIA
JOHN STEELE, OF VIRGINIA
ALEXANDER LESLIE STRAUS, OF MONTANA
SARAH ELIZABETH LUCILLE STRICKER, OF OREGON
NICOLE A. SUMMERLIN, OF COLORADO
SEAN D. SUMNER, OF OHIO
ERIN E. SUTHERLAND, OF OHIO
CAMILLE Z. SWINSON, OF MASSACHUSETTS
KEVIN C. TODD, OF UTAH
ALEXANDER JOSIAH TROUP, OF VIRGINIA
ANDREW MORRIS TUCKER, OF MARYLAND
CHELSEA BRINT TUCKER, OF THE DISTRICT OF COLUMBIA
ANASTASIA E. TUROSKY, OF THE DISTRICT OF COLUMBIA
DOMINIC ANDREW VENA, OF VIRGINIA
HOLLY K. VINEYARD, OF VIRGINIA
KELLY ELIZABETH WALDEN, OF TEXAS
GLENDA MONIQUE WALLACE, OF FLORIDA
CLINTON T. WALLS, OF FLORIDA
KARISA LEIGH WERNER, OF SOUTH CAROLINA

THE FOLLOWING–NAMED CAREER MEMBER OF THE FOREIGN SERVICE FOR PROMOTION INTO THE SENIOR FOREIGN SERVICE, CLASS OF COUNSELOR, EFFECTIVE JULY 7, 2020:

JENNIFER L. DAVIS, OF VIRGINIA

THE FOLLOWING–NAMED CAREER MEMBERS OF THE SENIOR FOREIGN SERVICE OF THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR PROMOTION WITHIN THE SENIOR FOREIGN SERVICE, CLASS OF MINISTER–COUNSELOR:

VALERIE BROWN, OF MARYLAND
CYNTHIA GUVEN, OF VIRGINIA
MORGAN PERKINS, OF MARYLAND

THE FOLLOWING–NAMED CAREER MEMBERS OF THE FOREIGN SERVICE FOR PROMOTION INTO THE SENIOR FOREIGN SERVICE, CLASS OF COUNSELOR:

LISA ANDERSON, OF VIRGINIA
OLIVER FLAKE, OF MARYLAND
FREDERICK GILES, OF THE DISTRICT OF COLUMBIA
ANITA KATIAL, OF FLORIDA
RACHEL NELSON, OF WASHINGTON
KELLY STANGE, OF MISSOURI

THE FOLLOWING–NAMED CAREER MEMBER OF THE SENIOR FOREIGN SERVICE OF THE UNITED STATES DEPARTMENT OF AGRICULTURE FOR PROMOTION WITHIN THE SENIOR FOREIGN SERVICE OF THE UNITED STATES OF AMERICA, CLASS OF CAREER MINISTER:

ROBERT HANSON, OF WISCONSIN

CONFIRMATIONS

Executive nominations confirmed by the Senate September 18, 2024:

DEPARTMENT OF STATE

MARGARET L. TAYLOR, OF MARYLAND, TO BE LEGAL ADVISER OF THE DEPARTMENT OF STATE.

THE JUDICIARY

MICHELLE WILLIAMS COURT, OF CALIFORNIA, TO BE UNITED STATES DISTRICT JUDGE FOR THE CENTRAL DISTRICT OF CALIFORNIA.