

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 Yavapai (Yavapai) who know the Verde River as Hatayakehela (“big river”), and to the Dilzheé (Apache) who know the Verde River as Tú nííʔíʔnícóh (“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 SUBCONTRACTOR.**—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 nííʔíʔnícóh 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 ÑL NCHOH water infrastructure project.—The term “Tú ñl 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 nī nichoh 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 appropriate or non-appropriate 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 non-use, 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 NL NCHOH WATER INFRASTRUCTURE PROJECT.**

(a) **IN GENERAL.**—The Secretary, acting through the Commissioner, shall plan, design and construct the Tú nl nichoh 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. Cragin 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 nl nichoh 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 FOR CARE, OPERATION, AND MAINTENANCE OF THE YAN DRINKING WATER SYSTEM PROJECT.**—Upon the Date of Substantial Completion of the

Tú ńl nichoh 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 nichoh 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 nichoh 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 nichoh 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 nichoh 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 with 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 fa-

cilitate 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 ń nichoh 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 ń nichoh 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 NL NCHOH 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 ń nichoh 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 ń nichoh 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) **REPLETION.**—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 nichoh 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 sub-basin 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, 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, 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) DISTANCE 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 management 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 nichoh 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 nichoh 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 ní nichoh 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) does 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, 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-foot 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’SÍ PIPELINE.—The term “iiná bá – paa tuwaqat’sí pipeline” means the water project described in—

(A) section 5008; and

(B) subparagraph 12.1 of the Settlement Agreement.

(41) IINÁ BÁ – PAA TUWAQAT’SÍ PIPELINE IMPLEMENTATION FUND ACCOUNT.—The term “iiná bá – paa tuwaqat’sí 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 requir-

ing 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) **INÁ 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.—

(1) 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 contract 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 Basin 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 Dziłil 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 INÁ 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 INÁ 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) INÁ 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 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 as 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 de-

ferred 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 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 13.9 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.

(1) 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, offi-

cial, 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 ALLOTTEES.—

(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 iinā bā – 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 iinā bā – 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 iinā bā – 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 partner-

ships 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 Quad-rilateral 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 ses-

sion 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