

116TH CONGRESS
1ST SESSION

H. R. 2459

To approve the settlement of water rights claims of the Hualapai Tribe and certain allottees in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MAY 1, 2019

Mr. O'HALLERAN (for himself, Mr. STANTON, Mrs. KIRKPATRICK, Mr. GALLEGOS, Mr. BIGGS, Mr. GOSAR, Mr. SCHWEIKERT, and Mrs. LESKO) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To approve the settlement of water rights claims of the Hualapai Tribe and certain allottees in the State of Arizona, to authorize construction of a water project relating to those water rights claims, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Hualapai Tribe Water
5 Rights Settlement Act of 2019”.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to resolve, fully and finally, all claims to
4 rights to water in the State, including the Verde
5 River, the Bill Williams River, and the Colorado
6 River, of—

7 (A) the Hualapai Tribe, on behalf of the
8 Hualapai Tribe and the members of the
9 Hualapai Tribe; and

10 (B) the United States, acting as trustee
11 for the Hualapai Tribe, the members of the
12 Hualapai Tribe, and the allottees;

13 (2) to authorize, ratify, and confirm the
14 Hualapai Tribe water rights settlement agreement
15 entered into among the Hualapai Tribe, the United
16 States, the State, and others, to the extent that
17 agreement is consistent with this Act;

18 (3) to authorize and direct the Secretary to exe-
19 cute and perform the duties and obligations of the
20 Secretary under the Hualapai Tribe water rights
21 settlement agreement and this Act; and

22 (4) to authorize the appropriation of amounts
23 necessary for the implementation of the Hualapai
24 Tribe water rights settlement agreement and this
25 Act.

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

3 (1) 1947 JUDGMENT.—The term “1947 Judg-
4 ment” means the Judgment and the Stipulation and
5 Agreement, including exhibits to the Judgment and
6 the Stipulation and Agreement, entered on March
7 13, 1947, in United States v. Santa Fe Pac. R.R.
8 Co., No. E-190 (D. Ariz.) and attached to the
9 Hualapai Tribe water rights settlement agreement
10 as Exhibit 3.1.1.

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

13 (3) ALLOTMENT.—The term “allotment” means
14 any of the 4 off-reservation parcels that are—

15 (A) held in trust by the United States for
16 individual Indians in the Big Sandy River basin
17 in Mohave County, Arizona, under the patents
18 numbered 1039995, 1039996, 1039997, and
19 1019494; and

20 (B) identified as Parcels 1A, 1B, 1C, and
21 2 on the map attached to the Hualapai Tribe
22 water rights settlement agreement as Exhibit
23 3.1.6.

24 (4) ALLOTTEE.—The term “allottee” means
25 any Indian owner of an allotment.

1 (5) AVAILABLE CAP SUPPLY.—The term “avail-
2 able CAP supply” means, for any year—

3 (A) all fourth priority water available for
4 delivery through the CAP system;

5 (B) water available from Central Arizona
6 Project dams and reservoirs other than the
7 Modified Roosevelt Dam; and

8 (C) return flows captured by the Secretary
9 for Central Arizona Project use.

10 (6) BILL WILLIAMS ACT.—The term “Bill Wil-
11 liams Act” means the Bill Williams River Water
12 Rights Settlement Act of 2014 (Public Law 113–
13 223; 128 Stat. 2096).

14 (7) BILL WILLIAMS AGREEMENTS.—The term
15 “Bill Williams agreements” means the Amended and
16 Restated Big Sandy River-Planet Ranch Water
17 Rights Settlement Agreement and the Amended and
18 Restated Hualapai Tribe Bill Williams River Water
19 Rights Settlement Agreement, including all exhibits
20 to each agreement, copies of which (excluding exhib-
21 its) are attached to the Hualapai Tribe water rights
22 settlement agreement as Exhibit 3.1.11.

23 (8) BILL WILLIAMS RIVER PHASE 2 WATER
24 RIGHTS SETTLEMENT AGREEMENT.—The term “Bill
25 Williams River phase 2 water rights settlement

1 agreement” means the agreement of that name that
2 is attached to, and incorporated in, the Hualapai
3 Tribe water rights settlement agreement as Exhibit
4 4.3.3.

5 (9) CAP CONTRACT.—The term “CAP con-
6 tract” means a long-term contract (as defined in the
7 CAP repayment stipulation) with the United States
8 for delivery of CAP water through the CAP system.

9 (10) CAP CONTRACTOR.—

10 (A) IN GENERAL.—The term “CAP con-
11 tractor” means a person that has entered into
12 a CAP contract.

13 (B) INCLUSION.—The term “CAP con-
14 tractor” includes the Hualapai Tribe.

15 (11) CAP FIXED OM&R CHARGE.—The term
16 “CAP fixed OM&R charge” has the meaning given
17 the term “Fixed OM&R Charge” in the CAP repay-
18 ment stipulation.

19 (12) CAP M&I PRIORITY WATER.—The term
20 “CAP M&I priority water” means the CAP water
21 that has a municipal and industrial delivery priority
22 under the CAP repayment contract.

23 (13) CAP NIA PRIORITY WATER.—The term
24 “CAP NIA priority water” means the CAP water
25 deliverable under a CAP contract or a CAP sub-

1 contract providing for the delivery of non-Indian ag-
2 ricultural priority water.

3 (14) CAP OPERATING AGENCY.—The term
4 “CAP operating agency” means—

5 (A) the one or more entities authorized to
6 assume responsibility for the care, operation,
7 maintenance, and replacement of the CAP sys-
8 tem; and

9 (B) as of the date of enactment of this
10 Act, the Central Arizona Water Conservation
11 District.

12 (15) CAP PUMPING ENERGY CHARGE.—The
13 term “CAP pumping energy charge” has the mean-
14 ing given the term “Pumping Energy Charge” in the
15 CAP repayment stipulation.

16 (16) CAP REPAYMENT CONTRACT.—The term
17 “CAP repayment contract” means—

18 (A) the contract entitled “Contract be-
19 tween the United States and CAWCD for Deliv-
20 ery of Water and Repayment of Costs of the
21 CAP”, numbered 14–06–W–245 (Amendment
22 No. 1), and dated December 1, 1988; and

23 (B) any amendment to, or revision of, that
24 contract.

1 (17) CAP REPAYMENT STIPULATION.—The
 2 term “CAP repayment stipulation” means the Stipu-
 3 lated Judgment and the Stipulation for Judgment,
 4 including any exhibits to those documents, entered
 5 on November 21, 2007, in the United States District
 6 Court for the District of Arizona in the consolidated
 7 civil action Central Arizona Water Conservation Dis-
 8 trict v. United States, numbered CIV 95–625–TUC–
 9 WDB (EHC) and CIV 95–1720–PHX–EHC.

10 (18) CAP SUBCONTRACT.—The term “CAP
 11 subcontract” means a long-term subcontract (as de-
 12 fined in the CAP repayment stipulation) with the
 13 United States and the Central Arizona Water Con-
 14 servation District for the delivery of CAP water
 15 through the CAP system.

16 (19) CAP SUBCONTRACTOR.—The term “CAP
 17 subcontractor” means a person that has entered into
 18 a CAP subcontract.

19 (20) CAP SYSTEM.—The term “CAP system”
 20 means—

- 21 (A) the Mark Wilmer Pumping Plant;
- 22 (B) the Hayden-Rhodes Aqueduct;
- 23 (C) the Fannin-McFarland Aqueduct;
- 24 (D) the Tucson Aqueduct;

1 (E) any pumping plant or appurtenant
2 work of a feature described in subparagraph
3 (A), (B), (C), or (D); and

4 (F) any extension of, addition to, or re-
5 placement for a feature described in subpara-
6 graph (A), (B), (C), (D), or (E).

7 (21) CAP WATER.—The term “CAP water” has
8 the meaning given the term “Project Water” in the
9 CAP repayment stipulation.

10 (22) CENTRAL ARIZONA PROJECT.—The term
11 “Central Arizona Project” means the reclamation
12 project authorized and constructed by the United
13 States in accordance with title III of the Colorado
14 River Basin Project Act (43 U.S.C. 1521 et seq.).

15 (23) CENTRAL ARIZONA WATER CONSERVATION
16 DISTRICT.—The term “Central Arizona Water Con-
17 servation District” means the political subdivision of
18 the State that is the contractor under the CAP re-
19 payment contract.

20 (24) COLORADO RIVER COMPACT.—The term
21 “Colorado River Compact” means the Colorado
22 River Compact of 1922, as ratified and reprinted in
23 article 2 of chapter 7 of title 45, Arizona Revised
24 Statutes.

1 (25) COLORADO RIVER WATER.—The term
2 “Colorado River water” means the water of the Col-
3 orado River within the United States, including—

4 (A) the water of reservoirs on the Colorado
5 River within the United States;

6 (B) the water of all tributaries to the Colo-
7 rado River within the United States, other than
8 tributaries located within the State;

9 (C) the water beneath the surface of the
10 Earth that is hydraulically connected to the
11 Colorado River within the United States; and

12 (D) all water beneath the surface of the
13 Earth that is hydraulically connected to tribu-
14 taries to the Colorado River within the United
15 States, other than tributaries located within the
16 State.

17 (26) COLORADO RIVER WATER ENTITLE-
18 MENT.—

19 (A) IN GENERAL.—The term “Colorado
20 River water entitlement” means the right or au-
21 thorization to use Colorado River water in the
22 State.

23 (B) EXCLUSION.—The term “Colorado
24 River water entitlement” does not include the
25 right of the Hualapai Tribe to use Hualapai

1 Tribe CAP water in accordance with the
2 Hualapai Tribe water delivery contract.

3 (27) COMMISSIONER.—The term “Commis-
4 sioner” means the Commissioner of Reclamation.

5 (28) DIVERSION.—The term “diversion” means
6 an act to divert.

7 (29) DIVERT.—The term “divert” means the
8 receipt, withdrawal, development, production, or cap-
9 ture of water using a ditch, canal, flume, bypass,
10 pipeline, pit, collection or infiltration gallery, con-
11 duit, well, pump, turnout, dam, or any other me-
12 chanical device, or any other act of man.

13 (30) EFFLUENT.—The term “effluent” means
14 water that—

15 (A) has been used in the State for domes-
16 tic, municipal, or industrial purposes, other
17 than solely for hydropower generation; and

18 (B) is available for reuse for any purpose,
19 whether or not the water has been treated to
20 improve the quality of the water.

21 (31) ENFORCEABILITY DATE.—The term “en-
22 forceability date” means the date described in sec-
23 tion 12(a).

24 (32) EXCHANGE.—The term “exchange” means
25 a trade between one or more persons of any water

1 for any other water, if each person has a right or
2 claim to use the water the person provides in the
3 trade, regardless of whether the water is traded in
4 equal amounts or other consideration is included in
5 the trade.

6 (33) FOURTH PRIORITY WATER.—The term
7 “fourth priority water” means Colorado River water
8 that is available for delivery in the State for the sat-
9 isfaction of entitlements—

10 (A) in accordance with contracts, Secre-
11 tarial reservations, perfected rights, and other
12 arrangements between the United States and
13 water users in the State entered into or estab-
14 lished more recently than September 30, 1968,
15 for use on Federal, State, or privately owned
16 land in the State, in a total quantity not great-
17 er than 164,652 AFY of diversions; and

18 (B) after first providing for the delivery of
19 Colorado River water for the CAP system, in-
20 cluding for use on Indian land, under section
21 304(e) of the Colorado River Basin Project Act
22 (43 U.S.C. 1524(e)), in accordance with the
23 CAP repayment contract.

24 (34) FREEPORT.—

1 (A) IN GENERAL.—The term “Freeport”
2 means the Delaware corporation named “Free-
3 port Minerals Corporation”.

4 (B) INCLUSIONS.—The term “Freeport”
5 includes all subsidiaries, affiliates, successors,
6 and assigns of Freeport, including Byner Cattle
7 Company, a Nevada corporation.

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

15 (36) GILA RIVER ADJUDICATION COURT.—The
16 term “Gila River adjudication court” means the Su-
17 perior Court of the State, in and for the County of
18 Maricopa, exercising jurisdiction over the Gila River
19 adjudication.

20 (37) GILA RIVER ADJUDICATION DECREE.—The
21 term “Gila River adjudication decree” means the
22 judgment or decree entered by the Gila River adju-
23 dication court in substantially the same form as the
24 form of judgment attached to the Hualapai Tribe
25 water rights settlement agreement as Exhibit 3.1.43.

1 (38) GROUNDWATER.—The term “ground-
2 water” means all water beneath the surface of the
3 Earth within the State that is not—

4 (A) surface water;

5 (B) effluent; or

6 (C) Colorado River water.

7 (39) HUALAPAI FEE LAND.—The term
8 “Hualapai fee land” means land, other than
9 Hualapai trust land, that—

10 (A) is located in the State;

11 (B) is located outside the exterior bound-
12 aries of the Hualapai Reservation or Hualapai
13 trust land; and

14 (C) as of the enforceability date, is owned
15 by the Hualapai Tribe, including ownership
16 through a related entity.

17 (40) HUALAPAI LAND.—The term “Hualapai
18 land” means—

19 (A) the Hualapai Reservation;

20 (B) Hualapai trust land; and

21 (C) Hualapai fee land.

22 (41) HUALAPAI OM&R TRUST ACCOUNT.—The
23 term “Hualapai OM&R Trust Account” means the
24 account established by section 6(c)(1).

1 (42) HUALAPAI RESERVATION.—The term
2 “Hualapai Reservation” means the land within the
3 exterior boundaries of the Hualapai Reservation, in-
4 cluding—

5 (A) all land withdrawn by the Executive
6 order dated January 4, 1883, as modified by
7 the May 28, 1942, Order of the Secretary pur-
8 suant to the Act of February 20, 1925 (43
9 Stat. 954, chapter 273);

10 (B) the land identified by the Executive or-
11 ders dated December 22, 1898, May 14, 1900,
12 and June 2, 1911; and

13 (C) the land added to the Hualapai Res-
14 ervation by section 9.

15 (43) HUALAPAI TRIBE.—The term “Hualapai
16 Tribe” means the Hualapai Tribe, a federally recog-
17 nized Indian tribe of Hualapai Indians organized
18 under section 16 of the Act of June 18, 1934 (25
19 U.S.C. 5123) (commonly known as the “Indian Re-
20 organization Act”).

21 (44) HUALAPAI TRIBE CAP WATER.—The term
22 “Hualapai Tribe CAP water” means the 4,000 AFY
23 of the CAP NIA priority water that—

24 (A) was previously allocated to non-Indian
25 agricultural entities;

1 (B) was retained by the Secretary for re-
2 allocation to Indian tribes in the State pursuant
3 to section 104(a)(1)(A)(iii) of the Central Ari-
4 zona Project Settlement Act of 2004 (Public
5 Law 108–451; 118 Stat. 3487); and

6 (C) is reallocated to the Hualapai Tribe
7 pursuant to section 11.

8 (45) HUALAPAI TRIBE WATER RIGHTS SETTLE-
9 MENT AGREEMENT.—

10 (A) IN GENERAL.—The term “Hualapai
11 Tribe water rights settlement agreement”
12 means the agreement, including exhibits, enti-
13 tled the “Hualapai Tribe Water Rights Settle-
14 ment Agreement”.

15 (B) INCLUSIONS.—The term “Hualapai
16 Tribe water rights settlement agreement” in-
17 cludes—

18 (i) any amendments necessary to
19 make the Hualapai Tribe water rights set-
20 tlement agreement consistent with this
21 Act; and

22 (ii) any other amendments approved
23 by the parties to the Hualapai Tribe water
24 rights settlement agreement and the Sec-
25 retary.

1 (46) HUALAPAI TRIBE WATER DELIVERY CON-
 2 TRACT.—The term “Hualapai Tribe water delivery
 3 contract” means the contract entered into in accord-
 4 ance with the Hualapai Tribe water rights settle-
 5 ment agreement and section 11(c) for the delivery of
 6 Hualapai Tribe CAP water.

7 (47) HUALAPAI TRUST LAND.—The term
 8 “Hualapai trust land” means land, other than
 9 Hualapai fee land, that is—

10 (A) located—

11 (i) in the State; and

12 (ii) outside the exterior boundaries of
 13 the Hualapai Reservation; and

14 (B) as of the enforceability date, held in
 15 trust by the United States for the benefit of the
 16 Hualapai Tribe.

17 (48) HUALAPAI WATER PROJECT.—The term
 18 “Hualapai Water Project” means the project con-
 19 structed in accordance with section 6.

20 (49) HUALAPAI WATER PROJECT ACCOUNT.—
 21 The term “Hualapai Water Project Account” means
 22 the account established by section 6(b)(1).

23 (50) INDIAN TRIBE.—The term “Indian tribe”
 24 has the meaning given the term in section 4 of the

1 Indian Self-Determination and Education Assistance
2 Act (25 U.S.C. 5304).

3 (51) INJURY TO WATER RIGHTS.—

4 (A) IN GENERAL.—The term “injury to
5 water rights” means any interference with, dim-
6 inution of, or deprivation of, a water right
7 under Federal, State, or other law.

8 (B) EXCLUSION.—The term “injury to
9 water rights” does not include any injury to
10 water quality.

11 (52) LOWER BASIN.—The term “lower basin”
12 has the meaning given the term in article II(g) of
13 the Colorado River Compact.

14 (53) LOWER COLORADO RIVER BASIN DEVELOP-
15 MENT FUND.—The term “Lower Colorado River
16 Basin Development Fund” means the fund estab-
17 lished by section 403 of the Colorado River Basin
18 Project Act (43 U.S.C. 1543).

19 (54) MEMBER.—The term “member” means
20 any person duly enrolled as a member of the
21 Hualapai Tribe.

22 (55) OM&R.—The term “OM&R” means—

23 (A) any recurring or ongoing activity relat-
24 ing to the day-to-day operation of a project;

1 (B) any activity relating to scheduled or
2 unscheduled maintenance of a project; and

3 (C) any activity relating to replacing a fea-
4 ture of a project.

5 (56) PARCEL 1.—The term “Parcel 1” means
6 the parcel of land that—

7 (A) is depicted as 3 contiguous allotments
8 identified as 1A, 1B, and 1C on the map at-
9 tached to the Hualapai Tribe water rights set-
10 tlement agreement as Exhibit 3.1.6; and

11 (B) is held in trust for certain allottees.

12 (57) PARCEL 2.—The term “Parcel 2” means
13 the parcel of land that—

14 (A) is depicted as “Parcel 2” on the map
15 attached to the Hualapai Tribe water rights
16 settlement agreement as Exhibit 3.1.6; and

17 (B) is held in trust for certain allottees.

18 (58) PARCEL 3.—The term “Parcel 3” means
19 the parcel of land that—

20 (A) is depicted as “Parcel 3” on the map
21 attached to the Hualapai Tribe water rights
22 settlement agreement as Exhibit 3.1.6;

23 (B) is held in trust for the Hualapai Tribe;
24 and

1 (C) is part of the Hualapai Reservation
2 pursuant to Executive Order 1368 of June 2,
3 1911.

4 (59) PARTY.—The term “party” means a per-
5 son that is a signatory to the Hualapai Tribe water
6 rights settlement agreement.

7 (60) PERSON.—

8 (A) IN GENERAL.—The term “person”
9 means—

- 10 (i) an individual;
- 11 (ii) a public or private corporation;
- 12 (iii) a company;
- 13 (iv) a partnership;
- 14 (v) a joint venture;
- 15 (vi) a firm;
- 16 (vii) an association;
- 17 (viii) a society;
- 18 (ix) an estate or trust;
- 19 (x) a private organization or enter-
20 prise;
- 21 (xi) the United States;
- 22 (xii) any Indian tribe;
- 23 (xiii) a State, territory, or country;
- 24 (xiv) a governmental entity; and

1 (xv) a political subdivision or munic-
2 ipal corporation organized under or subject
3 to the constitution and laws of the State.

4 (B) INCLUSIONS.—The term “person” in-
5 cludes an officer, director, agent, insurer, rep-
6 resentative, employee, attorney, assign, sub-
7 sidiary, affiliate, enterprise, legal representative,
8 any predecessor and successor in interest, and
9 any heir of a predecessor and successor in in-
10 terest of a person.

11 (61) PRECONSTRUCTION ACTIVITY.—

12 (A) IN GENERAL.—The term
13 “preconstruction activity” means the work re-
14 lating to the preplanning, planning, and design
15 phases of construction, as those terms are de-
16 fined in paragraphs (1) through (3) of section
17 900.112(a) of title 25, Code of Federal Regula-
18 tions (or a successor regulation).

19 (B) INCLUSION.—The term “preconstruc-
20 tion activity” includes the activities described in
21 section 900.112(b) of title 25, Code of Federal
22 Regulations (or a successor regulation).

23 (62) SECRETARY.—The term “Secretary”
24 means the Secretary of the Interior.

1 (63) STATE.—The term “State” means the
2 State of Arizona.

3 (64) SURFACE WATER.—The term “surface
4 water” means all water in the State that is appro-
5 priable under State law.

6 (65) WATER.—The term “water”, when used
7 without a modifying adjective, means—

8 (A) groundwater;

9 (B) surface water;

10 (C) effluent; or

11 (D) Colorado River water.

12 (66) WATER RIGHT.—The term “water right”
13 means any right or rights in or to groundwater, sur-
14 face water, effluent, or Colorado River water under
15 Federal, State, or other law.

16 **SEC. 4. RATIFICATION AND EXECUTION OF HUALAPAI**
17 **TRIBE WATER RIGHTS SETTLEMENT AGREE-**
18 **MENT.**

19 (a) RATIFICATION.—

20 (1) IN GENERAL.—Except as modified by this
21 Act and to the extent that the Hualapai Tribe water
22 rights settlement agreement does not conflict with
23 this Act, the Hualapai Tribe water rights settlement
24 agreement is authorized, ratified, and confirmed.

1 (2) AMENDMENTS.—If an amendment to the
2 Hualapai Tribe water rights settlement agreement,
3 or to any exhibit attached to the Hualapai Tribe
4 water rights settlement agreement requiring the sig-
5 nature of the Secretary, is executed in accordance
6 with this Act to make the Hualapai Tribe water
7 rights settlement agreement consistent with this Act,
8 the amendment is authorized, ratified, and con-
9 firmed, to the extent the amendment is consistent
10 with this Act.

11 (b) EXECUTION.—

12 (1) IN GENERAL.—To the extent the Hualapai
13 Tribe water rights settlement agreement does not
14 conflict with this Act, the Secretary shall execute the
15 Hualapai Tribe water rights settlement agreement,
16 including all exhibits to, or parts of, the Hualapai
17 Tribe water rights settlement agreement requiring
18 the signature of the Secretary.

19 (2) MODIFICATIONS.—Nothing in this Act pro-
20 hibits the Secretary from approving any modification
21 to an appendix or exhibit to the Hualapai Tribe
22 water rights settlement agreement that is consistent
23 with this Act, to the extent that the modification
24 does not otherwise require congressional approval
25 under section 2116 of the Revised Statutes (25

1 U.S.C. 177) or any other applicable provision of
2 Federal law.

3 (c) ENVIRONMENTAL COMPLIANCE.—

4 (1) IN GENERAL.—The Secretary shall carry
5 out all Federal compliance activities necessary to im-
6 plement the Hualapai Tribe water rights settlement
7 agreement (including all exhibits to the Hualapai
8 Tribe water rights settlement agreement requiring
9 the signature of the Secretary) and this Act, includ-
10 ing activities necessary to comply with all applicable
11 provisions of—

12 (A) the Endangered Species Act of 1973
13 (16 U.S.C. 1531 et seq.);

14 (B) the National Environmental Policy Act
15 of 1969 (42 U.S.C. 4321 et seq.); and

16 (C) all other applicable Federal environ-
17 mental laws.

18 (2) EFFECT OF EXECUTION.—The execution of
19 the Hualapai Tribe water rights settlement agree-
20 ment by the Secretary under this section shall not
21 constitute a major action for purposes of the Na-
22 tional Environmental Policy Act of 1969 (42 U.S.C.
23 4321 et seq.).

24 **SEC. 5. WATER RIGHTS.**

25 (a) WATER RIGHTS TO BE HELD IN TRUST.—

1 (1) HUALAPAI TRIBE.—The United States shall
2 hold the following water rights in trust for the ben-
3 efit of the Hualapai Tribe:

4 (A) The water rights for the Hualapai
5 Reservation described in subparagraph 4.2 of
6 the Hualapai Tribe water rights settlement
7 agreement.

8 (B) The water rights for Hualapai trust
9 land described in subparagraph 4.4 of the
10 Hualapai Tribe water rights settlement agree-
11 ment.

12 (C) The water rights described in section
13 10(b)(2) for any land taken into trust by the
14 United States for the benefit of the Hualapai
15 Tribe—

16 (i) after the enforceability date; and

17 (ii) in accordance with section
18 10(b)(1).

19 (D) All Hualapai Tribe CAP water.

20 (2) ALLOTTEES.—The United States shall hold
21 in trust for the benefit of the allottees all water
22 rights for the allotments described in subparagraph
23 4.3.2 of the Hualapai Tribe water rights settlement
24 agreement.

1 (b) FORFEITURE AND ABANDONMENT.—The fol-
2 lowing water rights shall not be subject to loss through
3 non-use, forfeiture, abandonment, or other operation of
4 law:

5 (1) The water rights for the Hualapai Reserva-
6 tion described in subparagraph 4.2 of the Hualapai
7 Tribe water rights settlement agreement.

8 (2) The water rights for Hualapai trust land
9 described in subparagraph 4.4 of the Hualapai Tribe
10 water rights settlement agreement.

11 (3) Any Colorado River water entitlement pur-
12 chased by the Hualapai Tribe wholly or substantially
13 with amounts contributed by Freeport to the Eco-
14 nomic Development Fund described in section 8.1 of
15 the Amended and Restated Hualapai Tribe Bill Wil-
16 liams River Water Rights Settlement Agreement.

17 (c) ALIENATION.—Any Colorado River water entitle-
18 ment purchased by the Hualapai Tribe wholly or substan-
19 tially with amounts contributed by Freeport to the Eco-
20 nomic Development Fund described in section 8.1 of the
21 Amended and Restated Hualapai Tribe Bill Williams
22 River Water Rights Settlement Agreement shall be re-
23 stricted against permanent alienation by the Tribe.

1 (d) HUALAPAI TRIBE CAP WATER.—The Hualapai
2 Tribe shall have the right to divert, use, and store the
3 Hualapai Tribe CAP water in accordance with section 11.

4 (e) COLORADO RIVER WATER ENTITLEMENTS.—

5 (1) USES.—The Hualapai Tribe shall have the
6 right to use any Colorado River water entitlement
7 purchased by or donated to the Hualapai Tribe at
8 the location to which the entitlement is appurtenant
9 on the date on which the entitlement is purchased
10 or donated.

11 (2) STORAGE.—

12 (A) IN GENERAL.—Subject to paragraphs
13 (3) and (5), the Hualapai Tribe may store Colo-
14 rado River water available under any Colorado
15 River water entitlement purchased by or do-
16 nated to the Hualapai Tribe at underground
17 storage facilities or groundwater savings facili-
18 ties located within the State and in accordance
19 with State law.

20 (B) ASSIGNMENTS.—The Hualapai Tribe
21 may assign any long-term storage credits ac-
22 crued as a result of storage under subpara-
23 graph (A) in accordance with State law.

24 (3) TRANSFERS.—The Hualapai Tribe may
25 transfer the entitlement for use or storage under

1 paragraph (1) or (2), respectively, to another loca-
2 tion within the State, including the Hualapai Res-
3 ervation, in accordance with the Hualapai Tribe
4 water rights settlement agreement and all applicable
5 Federal and State laws governing the transfer of
6 Colorado River water entitlements within the State.

7 (4) LEASES.—The Hualapai Tribe may lease
8 the entitlement for use or storage to a water user
9 within the State, in accordance with the Hualapai
10 Tribe water rights settlement agreement and all ap-
11 plicable Federal and State laws governing the trans-
12 fer of Colorado River water entitlements within the
13 State.

14 (5) TRANSPORTS.—The Hualapai Tribe, or any
15 person who leases the entitlement from the Hualapai
16 Tribe under paragraph (4), may transport Colorado
17 River water available under the entitlement through
18 the Central Arizona Project in accordance with all
19 laws of the United States and the Central Arizona
20 Water Conservation District governing the use of the
21 Central Arizona Project to transport water other
22 than CAP water.

23 (f) USE OFF-RESERVATION.—No water rights to
24 groundwater under the Hualapai Reservation or Hualapai
25 trust land, or to surface water on the Hualapai Reserva-

tion or Hualapai trust land, may be sold, leased, transferred, or used outside the boundaries of the Hualapai Reservation or Hualapai trust land, other than under an exchange.

**SEC. 6. AUTHORIZATION FOR CONSTRUCTION OF
HUALAPAI WATER PROJECT; FUNDING.**

(a) HUALAPAI WATER PROJECT.—

(1) IN GENERAL.—Subject to the availability of appropriations, the Secretary, acting through the Commissioner, shall plan, design, and construct the Hualapai Water Project, which shall be designed to divert, treat, and convey not less than 3,414 AFY of water from the Colorado River for municipal, commercial, and industrial uses on the Hualapai Reservation.

(2) LEAD AGENCY.—The Bureau of Reclamation shall serve as the lead agency with respect to any activity to plan, design, and construct the water diversion and delivery features of the Hualapai Water Project.

(3) SCOPE.—

(A) IN GENERAL.—The scope of the planning, design, and construction activities for the Hualapai Water Project shall be as generally described in the document entitled “Appraisal

1 Design Report revised with Addendum (June
2 2016)” and prepared by DOWL HKM, subject
3 to the condition that, before commencing final
4 design and construction activities, the Secretary
5 shall—

6 (i) review the design of the proposed
7 construction;

8 (ii) perform value engineering anal-
9 yses; and

10 (iii) perform appropriate Federal com-
11 pliance activities.

12 (B) REQUIREMENTS.—The Hualapai
13 Water Project shall—

14 (i) be capable of delivering 3,414 AFY
15 of water from the Colorado River to the
16 Reservation;

17 (ii) include all facilities and appur-
18 tenant items necessary to divert, store,
19 treat, and deliver water for municipal,
20 commercial, and industrial uses on the
21 Hualapai Reservation; and

22 (iii) to the maximum extent prac-
23 ticable, be designed and constructed to
24 minimize OM&R costs.

1 (C) NEGOTIATIONS WITH HUALAPAI
2 TRIBE.—On the basis of the review described in
3 subparagraph (A)(i), the Secretary shall peri-
4 odically offer to negotiate and reach agreement
5 with the Hualapai Tribe regarding any appro-
6 priate changes to the final design—

7 (i) to ensure that the final design
8 meets applicable industry standards;

9 (ii) to improve the cost-effectiveness
10 of the delivery of Colorado River water;
11 and

12 (iii) to ensure that the Hualapai
13 Water Project will be constructed using
14 only the amounts made available pursuant
15 to subsection (b)(6).

16 (4) APPLICABILITY OF ISDEAA.—On request of
17 the Hualapai Tribe and in accordance with the In-
18 dian Self-Determination and Education Assistance
19 Act (25 U.S.C. 5301 et seq.), the Secretary shall
20 enter into one or more agreements with the
21 Hualapai Tribe to carry out this subsection.

22 (5) OPERATION AND MAINTENANCE.—

23 (A) IN GENERAL.—In accordance with
24 subsection (c) and subject to the availability of
25 appropriations, during the period beginning on

1 the enforceability date and ending on the date
2 on which title to the Hualapai Water Project is
3 transferred to the Hualapai Tribe pursuant to
4 paragraph (6), the Secretary, acting through
5 the Commissioner, in consultation with the
6 Hualapai Tribe, shall operate, maintain, and re-
7 place the Hualapai Water Project.

8 (B) AUTHORIZATION OF APPROPRIA-
9 TIONS.—

10 (i) IN GENERAL.—There is authorized
11 to be appropriated to the Secretary to
12 carry out the activities described in sub-
13 paragraph (A) \$5,000,000, to remain
14 available until expended.

15 (ii) UNEXPENDED FUNDS.—Any
16 funds that remain unexpended on the date
17 on which title to the Hualapai Water
18 Project is transferred to the Hualapai
19 Tribe pursuant to paragraph (6) shall re-
20 vert to the Treasury.

21 (iii) PROHIBITION.—The Secretary
22 shall not use any amounts from the
23 Hualapai Water Project Account or the
24 Hualapai OM&R Trust Account to carry

1 out the activities described in subpara-
2 graph (A).

3 (6) TITLE TO HUALAPAI WATER PROJECT.—

4 (A) IN GENERAL.—The Secretary shall
5 convey to the Hualapai Tribe title to the
6 Hualapai Water Project on the date on which
7 the Secretary issues a notice including—

8 (i) a certification that the infrastruc-
9 ture constructed is capable of storing, di-
10 verting, treating, transmitting, and distrib-
11 uting a supply of water as generally set
12 forth in the final project design described
13 in paragraph (3);

14 (ii) a finding that the Hualapai Water
15 Project is substantially complete; and

16 (iii) a certification that the Secretary
17 has consulted with the Hualapai Tribe re-
18 garding the finding described in clause (ii).

19 (B) LIMITATION ON LIABILITY.—

20 (i) IN GENERAL.—Subject to clause
21 (ii), beginning on the date on which the
22 Secretary transfers to the Hualapai Tribe
23 title to the Hualapai Water Project under
24 subparagraph (A), the United States shall
25 not be held liable by any court for damages

1 arising out of any act, omission, or occur-
2 rence relating to the facilities transferred.

3 (ii) SAVINGS CLAUSE.—Clause (i)
4 shall not apply to liability for damages
5 caused by an intentional act or an act of
6 negligence committed by the United
7 States, or by employees or agents of the
8 United States, occurring prior to the date
9 on which the Secretary transfers to the
10 Hualapai Tribe title to the Hualapai Water
11 Project under subparagraph (A).

12 (C) OM&R OBLIGATION OF UNITED
13 STATES AFTER CONVEYANCE.—Beginning on
14 the date on which the Secretary transfers to the
15 Hualapai Tribe title to the Hualapai Water
16 Project under subparagraph (A), the United
17 States shall have no obligation to pay for the
18 OM&R costs of the Hualapai Water Project.

19 (7) TECHNICAL ASSISTANCE.—

20 (A) IN GENERAL.—Subject to the avail-
21 ability of appropriations, the Secretary shall
22 provide to the Hualapai Tribe technical assist-
23 ance, including operation and management
24 training, to prepare the Hualapai Tribe for the
25 operation of the Hualapai Water Project.

1 (B) AUTHORIZATION OF APPROPRIA-
2 TIONS.—

3 (i) IN GENERAL.—There is authorized
4 to be appropriated to the Secretary to
5 carry out the activities described in sub-
6 paragraph (A) \$2,000,000, to remain
7 available until expended.

8 (ii) UNEXPENDED FUNDS.—Any
9 funds that remain unexpended on the date
10 on which title to the Hualapai Water
11 Project is transferred to the Hualapai
12 Tribe pursuant to paragraph (6) shall re-
13 vert to the Treasury.

14 (8) PROJECT MANAGEMENT COMMITTEE.—The
15 Secretary shall facilitate the formation of a project
16 management committee composed of representatives
17 from the Bureau of Reclamation, the Bureau of In-
18 dian Affairs, the National Park Service, the United
19 States Fish and Wildlife Service, and the Hualapai
20 Tribe—

21 (A) to review cost factors and budgets for
22 construction, operation, and maintenance activi-
23 ties for the Hualapai Water Project;

1 (B) to improve management of inherently
2 governmental functions through enhanced com-
3 munication; and

4 (C) to seek additional ways to reduce over-
5 all costs for the Hualapai Water Project.

6 (9) AUTHORIZATION TO CONSTRUCT.—

7 (A) IN GENERAL.—Subject to subpara-
8 graph (B), beginning on the day after the en-
9 forceability date, the Secretary may construct
10 the Hualapai Water Project.

11 (B) PRECONSTRUCTION ACTIVITIES.—

12 (i) IN GENERAL.—Notwithstanding
13 subparagraph (A) and subject to clause
14 (ii), on or before the enforceability date,
15 the Secretary may use not more than
16 \$15,233,000 of the amounts deposited in
17 the Hualapai Water Project Account under
18 subsection (b)(6) to carry out, for the
19 Hualapai Water Project—

20 (I) preconstruction activities; and

21 (II) necessary environmental
22 studies.

23 (ii) FLUCTUATION IN COSTS.—The
24 amount described in clause (i) shall be in-
25 creased or decreased, as appropriate, by

1 such amounts as may be justified by rea-
2 son of fluctuations in applicable engineer-
3 ing cost indices occurring after February
4 29, 2016.

5 (b) HUALAPAI WATER PROJECT ACCOUNT.—

6 (1) ESTABLISHMENT.—

7 (A) IN GENERAL.—There is established in
8 the Treasury of the United States an account,
9 to be known as the “Hualapai Water Project
10 Account”, for use in constructing the Hualapai
11 Water Project.

12 (B) ADMINISTRATION.—The Hualapai
13 Water Project Account shall be administered by
14 the Secretary.

15 (C) COMPOSITION.—The Hualapai Water
16 Project Account shall consist of the amounts
17 deposited in the account under paragraph (6),
18 together with any interest accrued on those
19 amounts.

20 (2) MANAGEMENT.—

21 (A) IN GENERAL.—The Secretary shall
22 manage the Hualapai Water Project Account in
23 a manner that is consistent with—

1 (i) the American Indian Trust Fund
2 Management Reform Act of 1994 (25
3 U.S.C. 4001 et seq.); and

4 (ii) this subsection.

5 (B) INVESTMENTS.—The Secretary shall
6 invest amounts in the Hualapai Water Project
7 Account in accordance with—

8 (i) the Act of April 1, 1880 (21 Stat.
9 70, chapter 41; 25 U.S.C. 161);

10 (ii) the first section of the Act of June
11 24, 1938 (52 Stat. 1037, chapter 648; 25
12 U.S.C. 162a); and

13 (iii) obligations of Federal corpora-
14 tions and Federal Government-sponsored
15 entities, the charter documents of which
16 provide that the obligations of the entities
17 are lawful investments for federally man-
18 aged funds, including—

19 (I) obligations of the United
20 States Postal Service described in sec-
21 tion 2005 of title 39, United States
22 Code;

23 (II) bonds and other obligations
24 of the Tennessee Valley Authority de-
25 scribed in section 15d of the Ten-

1 nessee Valley Authority Act of 1933
2 (16 U.S.C. 831n-4);

3 (III) mortgages, obligations, or
4 other securities of the Federal Home
5 Loan Mortgage Corporation described
6 in section 303 of the Federal Home
7 Loan Mortgage Corporation Act (12
8 U.S.C. 1452); and

9 (IV) bonds, notes, or debentures
10 of the Commodity Credit Corporation
11 described in section 4 of the Act of
12 March 8, 1938 (52 Stat. 108, chapter
13 44; 15 U.S.C. 713a-4).

14 (C) CREDITS TO ACCOUNT.—The interest
15 on, and the proceeds from, the sale or redemp-
16 tion of any obligations held in the Hualapai
17 Water Project Account shall be credited to, and
18 form a part of, the Hualapai Water Project Ac-
19 count.

20 (3) PROJECT EFFICIENCIES.—If the total cost
21 of planning, design, and construction activities of
22 the Hualapai Water Project results in cost savings
23 and is less than the amounts authorized to be appro-
24 priated under paragraph (6), the Secretary, at the
25 request of the Hualapai Tribe, may—

1 (A) use those cost savings to carry out
2 capital improvement projects associated with
3 the Hualapai Water Project; or

4 (B) transfer those cost savings to the
5 Hualapai OM&R Trust Account.

6 (4) NO REIMBURSEMENT.—The Secretary shall
7 not be reimbursed by any entity, including the
8 Hualapai Tribe, for any amounts expended by the
9 Secretary in carrying out this section.

10 (5) AVAILABILITY OF AMOUNTS AND INVEST-
11 MENT EARNINGS.—

12 (A) IN GENERAL.—Except as provided in
13 subsection (a)(9)(B), amounts appropriated to,
14 and deposited in, the Hualapai Water Project
15 Account shall not be available to the Secretary
16 for expenditure until the enforceability date.

17 (B) INVESTMENT EARNINGS.—Investment
18 earnings under paragraph (2) on amounts de-
19 posited in the Hualapai Water Project Account
20 shall not be available to the Secretary for ex-
21 penditure until the enforceability date.

22 (6) AUTHORIZATION OF APPROPRIATIONS.—

23 (A) IN GENERAL.—Subject to subpara-
24 graph (B), there is authorized to be appro-
25 priated to the Secretary for deposit in the

1 Hualapai Water Project Account \$134,500,000,
2 to remain available until expended.

3 (B) FLUCTUATION IN COSTS.—The
4 amount authorized to be appropriated under
5 subparagraph (A) shall be increased or de-
6 creased, as appropriate, by such amounts as
7 may be justified by reason of fluctuations in ap-
8 plicable engineering cost indices occurring after
9 February 29, 2016, until the date on which title
10 to the Hualapai Water Project is transferred to
11 the Hualapai Tribe under subsection (a)(6)(A).

12 (c) HUALAPAI OM&R TRUST ACCOUNT.—

13 (1) ESTABLISHMENT.—

14 (A) IN GENERAL.—There is established in
15 the Treasury of the United States a trust ac-
16 count, to be known as the “Hualapai OM&R
17 Trust Account”, for the OM&R of the Hualapai
18 Water Project.

19 (B) ADMINISTRATION.—The Hualapai
20 OM&R Trust Account shall be administered by
21 the Secretary.

22 (C) COMPOSITION.—The Hualapai OM&R
23 Trust Account shall consist of the amounts de-
24 posited in the account under paragraph (4), to-

1 gether with any interest accrued on those
2 amounts.

3 (2) MANAGEMENT.—

4 (A) IN GENERAL.—The Secretary shall
5 manage the Hualapai OM&R Trust Account in
6 a manner that is consistent with—

7 (i) the American Indian Trust Fund
8 Management Reform Act of 1994 (25
9 U.S.C. 4001 et seq.); and
10 (ii) this subsection.

11 (B) INVESTMENTS.—The Secretary shall
12 invest amounts in the Hualapai OM&R Trust
13 Account in accordance with the laws and obliga-
14 tions described in clauses (i) through (iii) of
15 subsection (b)(2)(B).

16 (3) AVAILABILITY OF AMOUNTS.—Beginning on
17 the date on which title to the Hualapai Water
18 Project is transferred to the Hualapai Tribe under
19 subsection (a)(6)(A), the Secretary shall make avail-
20 able to the Hualapai Tribe all amounts appropriated
21 to, and deposited in, the Hualapai OM&R Trust Ac-
22 count.

23 (4) AUTHORIZATION OF APPROPRIATIONS.—

24 (A) IN GENERAL.—Subject to subpara-
25 graph (B) and in addition to any amounts

transferred from the Hualapai Water Project Account pursuant to subsection (b)(3)(B), there is authorized to be appropriated to the Secretary for deposit and retention in the Hualapai OM&R Trust Account \$32,000,000, to remain available until expended.

(B) FLUCTUATION IN COSTS.—The amount authorized to be appropriated under subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of fluctuations in applicable engineering cost indices occurring after February 29, 2016.

SEC. 7. WAIVERS, RELEASES, AND RETENTIONS OF CLAIMS.

(a) HUALAPAI TRIBE.—

(1) CLAIMS AGAINST THE STATE AND OTHERS.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Hualapai Tribe, on behalf of the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) and the United States, acting as trustee for the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capac-

ity of the members as allottees), as part of the performance of the respective obligations of the Hualapai Tribe and the United States under the Hualapai Tribe water rights settlement agreement and this Act, are authorized to 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—

(i) past, present, and future claims for water rights, including rights to Colorado River water, for Hualapai land, arising from time immemorial and, thereafter, forever;

(ii) 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 Hualapai Tribe, the predecessors of the Hualapai Tribe, the members of the Hualapai Tribe, or predecessors of the members of the Hualapai Tribe;

1 (iii) past and present claims for injury
2 to water rights, including injury to rights
3 to Colorado River water, for Hualapai
4 land, arising from time immemorial
5 through the enforceability date;

6 (iv) past, present, and future claims
7 for injury to water rights, including injury
8 to rights to Colorado River water, arising
9 from time immemorial and, thereafter, for-
10 ever, that are based on the aboriginal occu-
11 pancy of land by the Hualapai Tribe, the
12 predecessors of the Hualapai Tribe, the
13 members of the Hualapai Tribe, or prede-
14 cessors of the members of the Hualapai
15 Tribe;

16 (v) claims for injury to water rights,
17 including injury to rights to Colorado
18 River water, arising after the enforceability
19 date, for Hualapai land, resulting from the
20 off-Reservation diversion or use of water in
21 a manner not in violation of the Hualapai
22 Tribe water rights settlement agreement or
23 State law;

24 (vi) past, present, and future claims
25 arising out of, or relating in any manner

1 to, the negotiation, execution, or adoption
2 of the Hualapai Tribe water rights settle-
3 ment agreement, any judgment or decree
4 approving or incorporating the Hualapai
5 Tribe water rights settlement agreement,
6 or this Act; and

7 (vii) claims for water rights of the
8 Hualapai Tribe or the United States, act-
9 ing as trustee for the Hualapai Tribe and
10 members of the Hualapai Tribe with re-
11 spect to Parcel 3, in excess of 300 AFY.

12 (B) EFFECTIVE DATE.—The waiver and
13 release of claims described in subparagraph (A)
14 shall take effect on the enforceability date.

15 (C) RESERVATION OF RIGHTS AND RETEN-
16 TION OF CLAIMS.—Notwithstanding the waiver
17 and release of claims described in subparagraph
18 (A), the Hualapai Tribe, acting on behalf of the
19 Hualapai Tribe and the members of the
20 Hualapai Tribe, and the United States, acting
21 as trustee for the Hualapai Tribe and the mem-
22 bers of the Hualapai Tribe (but not members in
23 the capacity of the members as allottees), shall
24 retain any right—

1 (i) subject to subparagraph 12.7 of
2 the Hualapai Tribe water rights settlement
3 agreement, to assert claims for injuries to,
4 and seek enforcement of, the rights of the
5 Tribe under the Hualapai Tribe water
6 rights settlement agreement or this Act in
7 any Federal or State court of competent
8 jurisdiction;

9 (ii) to assert claims for injuries to,
10 and seek enforcement of, the rights of the
11 Hualapai Tribe under any judgment or de-
12 cree approving or incorporating the
13 Hualapai Tribe water rights settlement
14 agreement;

15 (iii) to assert claims for water rights
16 based on State law for land owned or ac-
17 quired by the Hualapai Tribe in fee, under
18 subparagraph 4.8 of the Hualapai Tribe
19 water rights settlement agreement;

20 (iv) to object to any claims for water
21 rights or injury to water rights by or for
22 any Indian tribe or the United States, act-
23 ing on behalf of any Indian tribe;

24 (v) to assert past, present, or future
25 claims for injury to water rights against

any Indian tribe or the United States, acting on behalf of any Indian tribe;

(vi) to assert claims for injuries to, and seek enforcement of, the rights of the Hualapai Tribe under the Bill Williams agreements or the Bill Williams Act in any Federal or State court of competent jurisdiction; and

(vii) subject to paragraphs (1), (3), (4), and (5) of section 5(e), to assert the rights of the Hualapai Tribe under any Colorado River water entitlement purchased by or donated to the Hualapai Tribe.

(2) CLAIMS AGAINST UNITED STATES.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Hualapai Tribe, acting on behalf of the Hualapai Tribe and the members of the Hualapai Tribe (but not members in the capacity of the members as allottees) as part of the performance of the obligations of the Hualapai Tribe under the Hualapai Tribe water rights settlement agreement and this Act, is authorized to execute a waiver and release of all claims against the United States, including

1 agencies, officials, and employees of the United
2 States, under Federal, State, or other law for
3 all—

4 (i) past, present, and future claims for
5 water rights, including rights to Colorado
6 River water, for Hualapai land, arising
7 from time immemorial and, thereafter, for-
8 ever;

9 (ii) past, present, and future claims
10 for water rights, including rights to Colo-
11 rado River water, arising from time imme-
12 morial and, thereafter, forever, that are
13 based on the aboriginal occupancy of land
14 by the Hualapai Tribe, the predecessors of
15 the Hualapai Tribe, the members of the
16 Hualapai Tribe, or predecessors of the
17 members of the Hualapai Tribe;

18 (iii) past and present claims relating
19 in any manner to damages, losses, or in-
20 jury to water rights (including injury to
21 rights to Colorado River water), land, or
22 other resources due to loss of water or
23 water rights (including damages, losses, or
24 injuries to hunting, fishing, gathering, or
25 cultural rights due to loss of water or

1 water rights, claims relating to interference
2 with, diversion, or taking of water, or
3 claims relating to the failure to protect, ac-
4 quire, or develop water, water rights, or
5 water infrastructure) within the State that
6 first accrued at any time prior to the en-
7 forceability date;

8 (iv) past and present claims for injury
9 to water rights, including injury to rights
10 to Colorado River water, for Hualapai
11 land, arising from time immemorial
12 through the enforceability date;

13 (v) past, present, and future claims
14 for injury to water rights, including injury
15 to rights to Colorado River water, arising
16 from time immemorial and, thereafter, for-
17 ever, that are based on the aboriginal occu-
18 pancy of land by the Hualapai Tribe, the
19 predecessors of the Hualapai Tribe, the
20 members of the Hualapai Tribe, or prede-
21 cessors of the members of the Hualapai
22 Tribe;

23 (vi) claims for injury to water rights,
24 including injury to rights to Colorado
25 River water, arising after the enforceability

1 date for Hualapai land, resulting from the
2 off-Reservation diversion or use of water in
3 a manner not in violation of the Hualapai
4 Tribe water rights settlement agreement or
5 State law; and

6 (vii) past, present, and future claims
7 arising out of, or relating in any manner
8 to, the negotiation, execution, or adoption
9 of the Hualapai Tribe water rights settle-
10 ment agreement, any judgment or decree
11 approving or incorporating the Hualapai
12 Tribe water rights settlement agreement,
13 or this Act.

14 (B) EFFECTIVE DATE.—The waiver and
15 release of claims described in subparagraph (A)
16 shall take effect on the enforceability date.

17 (C) RETENTION OF CLAIMS.—Notwith-
18 standing the waiver and release of claims de-
19 scribed in subparagraph (A), the Hualapai
20 Tribe and the members of the Hualapai Tribe
21 (but not members in the capacity of the mem-
22 bers as allottees) shall retain any right—

23 (i) subject to subparagraph 12.7 of
24 the Hualapai Tribe water rights settlement
25 agreement, to assert claims for injuries to,

1 and seek enforcement of, the rights of the
2 Tribe under the Hualapai Tribe water
3 rights settlement agreement or this Act in
4 any Federal or State court of competent
5 jurisdiction;

6 (ii) to assert claims for injuries to,
7 and seek enforcement of, the rights of the
8 Hualapai Tribe under any judgment or de-
9 cree approving or incorporating the
10 Hualapai Tribe water rights settlement
11 agreement;

12 (iii) to assert claims for water rights
13 based on State law for land owned or ac-
14 quired by the Hualapai Tribe in fee, under
15 subparagraph 4.8 of the Hualapai Tribe
16 water rights settlement agreement;

17 (iv) to object to any claims for water
18 rights or injury to water rights by or for
19 any Indian tribe or the United States, act-
20 ing on behalf of any Indian tribe;

21 (v) to assert past, present, or future
22 claims for injury to water rights against
23 any Indian tribe or the United States, act-
24 ing on behalf of any Indian tribe;

(vi) to assert claims for injuries to, and seek enforcement of, the rights of the Hualapai Tribe under the Bill Williams agreements or the Bill Williams Act in any Federal or State court of competent jurisdiction; and

(vii) subject to paragraphs (1), (3), (4), and (5) of section 5(e), to assert the rights of the Hualapai Tribe under any Colorado River water entitlement purchased by or donated to the Hualapai Tribe.

(b) WAIVERS AND RELEASES OF CLAIMS BY UNITED STATES, ACTING AS TRUSTEE FOR ALLOTTEES.—

(1) IN GENERAL.—Except as provided in paragraph (3), the United States, acting as trustee for the allottees of the Hualapai Tribe, as part of the performance of the obligations of the United States under the Hualapai Tribe water rights settlement agreement and this Act, is authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), the Hualapai Tribe, and any other individual, entity, corporation, or municipal corporation under Federal, State, or other law, for all—

1 (A) past, present, and future claims for
2 water rights, including rights to Colorado River
3 water, for the allotments, arising from time im-
4 memorial and, thereafter, forever;

5 (B) past, present, and future claims for
6 water rights, including rights to Colorado River
7 water, arising from time immemorial and,
8 thereafter, forever, that are based on the ab-
9 original occupancy of land by the allottees or
10 predecessors of the allottees;

11 (C) past and present claims for injury to
12 water rights, including injury to rights to Colo-
13 rado River water, for the allotments, arising
14 from time immemorial through the enforce-
15 ability date;

16 (D) past, present, and future claims for in-
17 jury to water rights, if any, including injury to
18 rights to Colorado River water, arising from
19 time immemorial and, thereafter, forever, that
20 are based on the aboriginal occupancy of land
21 by the allottees or predecessors of the allottees;

22 (E) claims for injury to water rights, in-
23 cluding injury to rights to Colorado River
24 water, arising after the enforceability date, for
25 the allotments, resulting from the off-Reserva-

tion diversion or use of water in a manner not in violation of the Hualapai Tribe water rights settlement agreement or State law;

(F) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the Hualapai Tribe water rights settlement agreement, any judgment or decree approving or incorporating the Hualapai Tribe water rights settlement agreement, or this Act; and

(G) claims for any water rights of the allottees or the United States acting as trustee for the allottees with respect to—

(i) Parcel 1, in excess of 82 AFY; or

(ii) Parcel 2, in excess of 312 AFY.

(2) EFFECTIVE DATE.—The waiver and release of claims under subparagraph (A) shall 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 allottees of the Hualapai Tribe, shall retain any right—

(A) subject to subparagraph 12.7 of the Hualapai Tribe water rights settlement agree-

1 ment, to assert claims for injuries to, and seek
2 enforcement of, the rights of the allottees, if
3 any, under the Hualapai Tribe water rights set-
4 tlement agreement or this Act in any Federal or
5 State court of competent jurisdiction;

6 (B) to assert claims for injuries to, and
7 seek enforcement of, the rights of the allottees
8 under any judgment or decree approving or in-
9 corporating the Hualapai Tribe water rights
10 settlement agreement;

11 (C) to object to any claims for water rights
12 or injury to water rights by or for—

13 (i) any Indian tribe other than the
14 Hualapai Tribe; or

15 (ii) the United States, acting on be-
16 half of any Indian tribe other than the
17 Hualapai Tribe;

18 (D) to assert past, present, or future
19 claims for injury to water rights against—

20 (i) any Indian tribe other than the
21 Hualapai Tribe; or

22 (ii) the United States, acting on be-
23 half of any Indian tribe other than the
24 Hualapai Tribe; and

1 (E) to assert claims for injuries to, and
2 seek enforcement of, the rights of the allottees
3 under the Bill Williams agreements or the Bill
4 Williams Act in any Federal or State court of
5 competent jurisdiction.

6 (c) WAIVER AND RELEASE OF CLAIMS BY UNITED
7 STATES AGAINST HUALAPAI TRIBE.—

8 (1) IN GENERAL.—Except as provided in para-
9 graph (3), the United States, in all capacities (ex-
10 cept as trustee for an Indian tribe other than the
11 Hualapai Tribe), as part of the performance of the
12 obligations of the United States under the Hualapai
13 Tribe water rights settlement agreement and this
14 Act, is authorized to execute a waiver and release of
15 all claims against the Hualapai Tribe, the members
16 of the Hualapai Tribe, or any agency, official, or
17 employee of the Hualapai Tribe, under Federal,
18 State or any other law for all—

19 (A) past and present claims for injury to
20 water rights, including injury to rights to Colo-
21 rado River water, resulting from the diversion
22 or use of water on Hualapai land arising from
23 time immemorial through the enforceability
24 date;

1 (B) claims for injury to water rights, in-
2 cluding injury to rights to Colorado River
3 water, arising after the enforceability date, re-
4 sulting from the diversion or use of water on
5 Hualapai land in a manner that is not in viola-
6 tion of the Hualapai Tribe water rights settle-
7 ment agreement or State law; and

8 (C) past, present, and future claims aris-
9 ing out of, or related in any manner to, the ne-
10 gotiation, execution, or adoption of the
11 Hualapai Tribe water rights settlement agree-
12 ment, any judgment or decree approving or in-
13 corporating the Hualapai Tribe water rights
14 settlement agreement, or this Act.

15 (2) EFFECTIVE DATE.—The waiver and release
16 of claims described in paragraph (1) shall take effect
17 on the enforceability date.

18 (3) RETENTION OF CLAIMS.—Notwithstanding
19 the waiver and release of claims described in para-
20 graph (1), the United States shall retain any right
21 to assert any claim not expressly waived in accord-
22 ance with paragraph (1), including any right to as-
23 sert a claim for injury to, and seek enforcement of,
24 any right of the United States under the Bill Wil-

1 liams agreements or the Bill Williams Act, in any
2 Federal or State court of competent jurisdiction.

3 (d) BILL WILLIAMS RIVER PHASE 2 WATER RIGHTS
4 SETTLEMENT AGREEMENT WAIVER, RELEASE, AND RE-
5 TENTION OF CLAIMS.—

6 (1) CLAIMS AGAINST FREEPORT.—

7 (A) IN GENERAL.—Except as provided in
8 subparagraph (C), the United States, acting
9 solely on behalf of the Department of the Inte-
10 rior (including the Bureau of Land Manage-
11 ment and the United States Fish and Wildlife
12 Service), as part of the performance of the obli-
13 gations of the United States under the Bill Wil-
14 liams River phase 2 water rights settlement
15 agreement, is authorized to execute a waiver
16 and release of all claims of the United States
17 against Freeport under Federal, State, or any
18 other law for—

19 (i) any past or present claim for in-
20 jury to water rights resulting from—

21 (I) the diversion or use of water
22 by Freeport pursuant to the water
23 rights described in Exhibit 4.1(ii) to
24 the Bill Williams River phase 2 water
25 rights settlement agreement; and

1 (II) any other diversion or use of
2 water for mining purposes authorized
3 by the Bill Williams River phase 2
4 water rights settlement agreement;

5 (ii) any claim for injury to water
6 rights arising after the enforceability date
7 described in section 12(d) resulting from—

8 (I) the diversion or use of water
9 by Freeport pursuant to the water
10 rights described in Exhibit 4.1(ii) to
11 the Bill Williams River phase 2 water
12 rights settlement agreement in a man-
13 ner not in violation of the Bill Wil-
14 liams River phase 2 water rights set-
15 tlement agreement;

16 (II) the diversion of up to 2,500
17 AFY of water by Freeport from Sycamore
18 Creek as permitted by section
19 4.3(iv) of the Bill Williams River
20 phase 2 water rights settlement agree-
21 ment; and

22 (III) any other diversion or use
23 of water by Freeport authorized by
24 the Bill Williams River phase 2 water
25 rights settlement agreement, subject

1 to the condition that such a diversion
2 and use of water is conducted in a
3 manner not in violation of the Bill
4 Williams River phase 2 water rights
5 settlement agreement; and

6 (iii) any past, present, or future claim
7 arising out of, or relating in any manner
8 to, the negotiation or execution of the Bill
9 Williams River phase 2 water rights settle-
10 ment agreement, the Hualapai Tribe water
11 rights settlement agreement, or this Act.

12 (B) EFFECTIVE DATE.—The waiver and
13 release of claims under subparagraph (A) shall
14 take effect on the enforceability date described
15 in section 12(d).

16 (C) RETENTION OF CLAIMS.—The United
17 States shall retain all rights not expressly
18 waived in the waiver and release of claims
19 under subparagraph (A), including, subject to
20 section 6.4 of the Bill Williams River phase 2
21 water rights settlement agreement, the right to
22 assert a claim for injury to, and seek enforce-
23 ment of, the Bill Williams River phase 2 water
24 rights settlement agreement or this Act, in any

1 Federal or State court of competent jurisdiction
2 (but not a tribal court).

3 (2) NO PRECEDENTIAL EFFECT.—

4 (A) PENDING AND FUTURE PRO-
5 CEEDINGS.—The Bill Williams River phase 2
6 water rights settlement agreement shall have no
7 precedential effect in any other administrative
8 or judicial proceeding, including—

9 (i) any pending or future general
10 stream adjudication, or any other litigation
11 involving Freeport or the United States,
12 including any proceeding to establish or
13 quantify a Federal reserved water right;

14 (ii) any pending or future administra-
15 tive or judicial proceeding relating to an
16 application—

17 (I) to appropriate water (for
18 instream flow or other purposes);

19 (II) to sever and transfer a water
20 right;

21 (III) to change a point of diver-
22 sion; or

23 (IV) to change a place of use for
24 any water right; or

1 (iii) any proceeding regarding water
2 rights or a claim relating to any Federal
3 land.

4 (B) NO METHODOLOGY OR STANDARD.—
5 Nothing in the Bill Williams River phase 2
6 water rights settlement agreement establishes
7 any standard or methodology to be used for the
8 quantification of any claim to water rights
9 (whether based on Federal or State law) in any
10 judicial or administrative proceeding, other than
11 a proceeding to enforce the terms of the Bill
12 Williams River phase 2 water rights settlement
13 agreement.

14 **SEC. 8. SATISFACTION OF WATER RIGHTS AND OTHER BEN-**
15 **EFITS.**

16 (a) HUALAPAI TRIBE AND MEMBERS.—

17 (1) IN GENERAL.—The benefits realized by the
18 Hualapai Tribe and the members of the Hualapai
19 Tribe (but not members in the capacity of the mem-
20 bers as allottees) under the Hualapai Tribe water
21 rights settlement agreement, this Act, the Bill Wil-
22 liams agreements, and the Bill Williams Act shall be
23 in full satisfaction of all claims of the Hualapai
24 Tribe, the members of the Hualapai Tribe, and the
25 United States, acting in the capacity of the United

1 States as trustee for the Hualapai Tribe and the
2 members of the Hualapai Tribe, for water rights and
3 injury to water rights under Federal, State, or other
4 law with respect to Hualapai land.

5 (2) SATISFACTION.—Any entitlement to water
6 of the Hualapai Tribe and the members of the
7 Hualapai Tribe (but not members in the capacity of
8 the members as allottees) or the United States, act-
9 ing in the capacity of the United States as trustee
10 for the Hualapai Tribe and the members of the
11 Hualapai Tribe, for Hualapai land shall be satisfied
12 out of the water resources and other benefits grant-
13 ed, confirmed, quantified, or recognized by the
14 Hualapai Tribe water rights settlement agreement,
15 this Act, the Bill Williams agreements, and the Bill
16 Williams Act to or for the Hualapai Tribe, the mem-
17 bers of the Hualapai Tribe, and the United States,
18 acting in the capacity of the United States as trust-
19 ee for the Hualapai Tribe and the members of the
20 Hualapai Tribe.

21 (b) ALLOTTEE WATER CLAIMS.—

22 (1) IN GENERAL.—The benefits realized by the
23 allottees of the Hualapai Tribe under the Hualapai
24 Tribe water rights settlement agreement, this Act,
25 the Bill Williams agreements, and the Bill Williams

1 Act shall be in complete replacement of and substi-
2 tution for, and full satisfaction of, all claims with re-
3 spect to allotments of the allottees and the United
4 States, acting in the capacity of the United States
5 as trustee for the allottees, for water rights and in-
6 jury to water rights under Federal, State, or other
7 law.

8 (2) SATISFACTION.—Any entitlement to water
9 of the allottees or the United States, acting in the
10 capacity of the United States as trustee for the
11 allottees, for allotments shall be satisfied out of the
12 water resources and other benefits granted, con-
13 firmed or recognized by the Hualapai Tribe water
14 rights settlement agreement, this Act, the Bill Wil-
15 liams agreements, and the Bill Williams Act to or
16 for the allottees and the United States, acting as
17 trustee for the allottees.

18 (c) EFFECT.—Notwithstanding subsections (a) and
19 (b), nothing in this Act or the Hualapai Tribe water rights
20 settlement agreement—

21 (1) recognizes or establishes any right of a
22 member of the Hualapai Tribe or an allottee to
23 water on Hualapai land; or

1 (2) prohibits the Hualapai Tribe or an allottee
 2 from acquiring additional water rights by purchase
 3 of land, credits, or water rights.

4 **SEC. 9. LAND ADDED TO HUALAPAI RESERVATION.**

5 The following land in the State is added to the
 6 Hualapai Reservation:

7 (1) The land held in trust by the United States
 8 for the Hualapai Tribe by the first section of Public
 9 Law 93–560 (88 Stat. 1820).

10 (2) The land deeded to the United States in the
 11 capacity of the United States as trustee for the
 12 Hualapai Tribe pursuant to the 1947 judgment.

13 **SEC. 10. TRUST LAND.**

14 (a) NEW TRUST LAND.—Beginning on the date of
 15 enactment of this Act, the Secretary shall accept the con-
 16 veyance of, and hold in trust for the benefit of the
 17 Hualapai Tribe, the following parcels of land owned in fee
 18 as of that date of enactment by the Hualapai Tribe:

19 (1) CHOLLA CANYON RANCH PARCELS.—In T.
 20 16 N., R. 13 W., Gila and Salt River Base and Me-
 21 ridian, Mohave County, Arizona—

22 (A) SW¹/₄ sec. 25; and

23 (B) NE¹/₄ and NE¹/₄SE¹/₄ sec. 35.

24 (2) TRUXTON TRIANGLE.—That portion of the
 25 S¹/₂ sec. 3, lying south of the south boundary of the

1 Hualapai Reservation and north of the north right-
 2 of-way boundary of Arizona Highway 66, and
 3 bounded by the west section line of that sec. 3 and
 4 the south section line of that sec. 3, T. 24 N., R.
 5 12 W., Gila and Salt River Base and Meridian, Mo-
 6 have County, Arizona.

7 (3) HUNT PARCEL 4.—SW¹/₄NE¹/₄ sec. 7, T.
 8 25 N., R. 13 W., Gila and Salt River Base and Me-
 9 ridian, Mohave County, Arizona.

10 (4) HUNT PARCELS 1 AND 2.—In T. 26 N., R.
 11 14 W., Gila and Salt River Base and Meridian, Mo-
 12 have County, Arizona—

13 (A) NE¹/₄SW¹/₄ sec. 9; and

14 (B) NW¹/₄SE ¹/₄ sec. 27.

15 (5) HUNT PARCEL 3.—SW¹/₄NE¹/₄ sec. 25, T.
 16 27 N., R. 15 W., Gila and Salt River Base and Me-
 17 ridian, Mohave County, Arizona.

18 (b) FUTURE TRUST LAND.—

19 (1) NEW STATUTORY REQUIREMENT.—Effective
 20 beginning on the date of enactment of this Act, any
 21 land located in the State outside the exterior bound-
 22 aries of the Hualapai Reservation may only be taken
 23 into trust by the United States for the benefit of the
 24 Hualapai Tribe by an Act of Congress—

1 (A) that specifically authorizes the transfer
 2 of the land for the benefit of the Hualapai
 3 Tribe; and

4 (B) the date of enactment of which is after
 5 the date of enactment of this Act.

6 (2) WATER RIGHTS.—Any land taken into trust
 7 for the benefit of the Hualapai Tribe under para-
 8 graph (1)—

9 (A) shall include water rights only under
 10 State law; and

11 (B) shall not include any federally reserved
 12 water rights.

13 **SEC. 11. REALLOCATION OF CAP NIA PRIORITY WATER;**
 14 **FIRMING; WATER DELIVERY CONTRACT; COL-**
 15 **ORADO RIVER ACCOUNTING.**

16 (a) REALLOCATION TO THE HUALAPAI TRIBE.—On
 17 the enforceability date, the Secretary shall reallocate to
 18 the Hualapai Tribe the Hualapai Tribe CAP water.

19 (b) FIRMING.—

20 (1) HUALAPAI TRIBE CAP WATER.—Except as
 21 provided in subsection (c)(2)(H), the Hualapai Tribe
 22 CAP water shall be firmed as follows:

23 (A) In accordance with section
 24 105(b)(1)(B) of the Arizona Water Settlements
 25 Act (Public Law 108–451; 118 Stat. 3492), for

1 the 100-year period beginning on January 1,
2 2008, the Secretary shall firm 557.50 AFY of
3 the Hualapai Tribe CAP water to the equiva-
4 lent of CAP M&I priority water.

5 (B) In accordance with section
6 105(b)(2)(B) of the Arizona Water Settlements
7 Act (Public Law 108–451; 118 Stat. 3492), for
8 the 100-year period beginning on January 1,
9 2008, the State shall firm 557.50 AFY of the
10 Hualapai Tribe CAP water to the equivalent of
11 CAP M&I priority water.

12 (2) ADDITIONAL FIRING.—The Hualapai
13 Tribe may, at the expense of the Hualapai Tribe,
14 take additional actions to firm or supplement the
15 Hualapai Tribe CAP water, including by entering
16 into agreements for that purpose with the Central
17 Arizona Water Conservation District, the Arizona
18 Water Banking Authority, or any other lawful au-
19 thority, in accordance with State law.

20 (c) HUALAPAI TRIBE WATER DELIVERY CON-
21 TRACT.—

22 (1) IN GENERAL.—In accordance with the
23 Hualapai Tribe water rights settlement agreement
24 and the requirements described in paragraph (2),

1 the Secretary shall enter into the Hualapai Tribe
2 water delivery contract.

3 (2) REQUIREMENTS.—The requirements re-
4 ferred to in paragraph (1) are the following:

5 (A) IN GENERAL.—The Hualapai Tribe
6 water delivery contract shall—

7 (i) be for permanent service (as that
8 term is used in section 5 of the Boulder
9 Canyon Project Act (43 U.S.C. 617d));

10 (ii) take effect on the enforceability
11 date; and

12 (iii) be without limit as to term.

13 (B) HUALAPAI TRIBE CAP WATER.—

14 (i) IN GENERAL.—The Hualapai
15 Tribe CAP water may be delivered for use
16 in the lower basin in Arizona through—

17 (I) the Hualapai Water Project;

18 or

19 (II) the CAP system.

20 (ii) METHOD OF DELIVERY.—The
21 Secretary shall authorize the delivery of
22 Hualapai Tribe CAP water under this
23 clause to be effected by the diversion and
24 use of water directly from the Colorado
25 River in Arizona.

1 (C) CONTRACTUAL DELIVERY.—The Sec-
2 retary shall deliver the Hualapai Tribe CAP
3 water to the Hualapai Tribe in accordance with
4 the terms and conditions of the Hualapai Tribe
5 water delivery contract.

6 (D) DISTRIBUTION OF CAP NIA PRIORITY
7 WATER.—

8 (i) IN GENERAL.—Except as provided
9 in clause (ii), if, for any year, the available
10 CAP supply is insufficient to meet all de-
11 mands under CAP contracts and CAP sub-
12 contracts for the delivery of CAP NIA pri-
13 ority water, the Secretary and the CAP op-
14 erating agency shall prorate the available
15 CAP NIA priority water among the CAP
16 contractors and CAP subcontractors hold-
17 ing contractual entitlements to CAP NIA
18 priority water on the basis of the quantity
19 of CAP NIA priority water used by each
20 such CAP contractor and CAP subcon-
21 tractor in the last year in which the avail-
22 able CAP supply was sufficient to fill all
23 orders for CAP NIA priority water.

24 (ii) EXCEPTION.—

1 (I) IN GENERAL.—Notwith-
2 standing clause (i), if the available
3 CAP supply is insufficient to meet all
4 demands under CAP contracts and
5 CAP subcontracts for the delivery of
6 CAP NIA priority water in the year
7 following the year in which the en-
8 forceability date occurs, the Secretary
9 shall assume that the Hualapai Tribe
10 used the full volume of Hualapai
11 Tribe CAP water in the last year in
12 which the available CAP supply was
13 sufficient to fill all orders for CAP
14 NIA priority water.

15 (II) CONTINUATION.—The as-
16 sumption described in subclause (I)
17 shall continue until the available CAP
18 supply is sufficient to meet all de-
19 mands under CAP contracts and CAP
20 subcontracts for the delivery of CAP
21 NIA priority water.

22 (III) DETERMINATION.—The
23 Secretary shall determine the quantity
24 of CAP NIA priority water used by
25 the Gila River Indian Community and

1 the Tohono O’odham Nation in the
2 last year in which the available CAP
3 supply was sufficient to fill all orders
4 for CAP NIA priority water in a man-
5 ner consistent with the settlement
6 agreements with those tribes.

7 (E) LEASES AND EXCHANGES OF
8 HUALAPAI TRIBE CAP WATER.—On and after
9 the date on which the Hualapai Tribe water de-
10 livery contract becomes effective, the Hualapai
11 Tribe may, with the approval of the Secretary,
12 enter into contracts or options to lease, or con-
13 tracts or options to exchange, the Hualapai
14 Tribe CAP water within the lower basin in Ari-
15 zona, providing for the temporary delivery to
16 other persons of any portion of Hualapai Tribe
17 CAP water.

18 (F) TERM OF LEASES AND EXCHANGES.—

19 (i) LEASING.—Contracts to lease and
20 options to lease under subparagraph (E)
21 shall be for a term of not more than 100
22 years.

23 (ii) EXCHANGING.—Contracts to ex-
24 change and options to exchange under sub-
25 paragraph (E) shall be for the term pro-

1 vided for in the contract or option, as ap-
2 plicable.

3 (iii) RENEGOTIATION.—The Hualapai
4 Tribe may, with the approval of the Sec-
5 retary, renegotiate any lease described in
6 subparagraph (E), at any time during the
7 term of the lease, if the term of the re-
8 negotiated lease does not exceed 100 years.

9 (G) PROHIBITION ON PERMANENT ALIEN-
10 ATION.—No Hualapai Tribe CAP water may be
11 permanently alienated.

12 (H) NO FIRING OF LEASED WATER.—
13 The firming obligations described in subsection
14 (b)(1) shall not apply to any Hualapai Tribe
15 CAP water leased by the Hualapai Tribe to an-
16 other person.

17 (I) ENTITLEMENT TO LEASE AND EX-
18 CHANGE FUNDS; OBLIGATIONS OF UNITED
19 STATES.—

20 (i) ENTITLEMENT.—

21 (I) IN GENERAL.—The Hualapai
22 Tribe shall be entitled to all consider-
23 ation due to the Hualapai Tribe under
24 any contract to lease, option to lease,
25 contract to exchange, or option to ex-

1 change the Hualapai Tribe CAP water
2 entered into by the Hualapai Tribe.

3 (II) EXCLUSION.—The United
4 States shall not, in any capacity, be
5 entitled to the consideration described
6 in subclause (I).

7 (ii) OBLIGATIONS OF UNITED
8 STATES.—The United States shall not, in
9 any capacity, have any trust or other obli-
10 gation to monitor, administer, or account
11 for, in any manner, any funds received by
12 the Hualapai Tribe as consideration under
13 any contract to lease, option to lease, con-
14 tract exchange, or option to exchange the
15 Hualapai Tribe CAP water entered into by
16 the Hualapai Tribe, except in a case in
17 which the Hualapai Tribe deposits the pro-
18 ceeds of any lease, option to lease, ex-
19 change, or option to exchange into an ac-
20 count held in trust for the Hualapai Tribe
21 by the United States.

22 (J) WATER USE AND STORAGE.—

23 (i) IN GENERAL.—The Hualapai
24 Tribe may use the Hualapai Tribe CAP
25 water on or off the Hualapai Reservation

1 within the lower basin in Arizona for any
2 purpose.

3 (ii) STORAGE.—The Hualapai Tribe,
4 in accordance with State law, may store
5 the Hualapai Tribe CAP water at one or
6 more underground storage facilities or
7 groundwater savings facilities, subject to
8 the condition that, if the Hualapai Tribe
9 stores Hualapai Tribe CAP water that has
10 been firmed pursuant to subsection (b)(1),
11 the stored water may only be—

12 (I) used by the Hualapai Tribe;

13 or

14 (II) exchanged by the Hualapai
15 Tribe for water that will be used by
16 the Hualapai Tribe.

17 (iii) ASSIGNMENT.—The Hualapai
18 Tribe, in accordance with State law, may
19 assign any long-term storage credit ac-
20 crued as a result of storage described in
21 clause (ii), subject to the condition that the
22 Hualapai Tribe shall not assign any long-
23 term storage credit accrued as a result of
24 the storage of Hualapai Tribe CAP water

1 that has been firmed pursuant to sub-
2 section (b)(1).

3 (K) USE OUTSIDE STATE.—The Hualapai
4 Tribe may not use, lease, exchange, forbear, or
5 otherwise transfer any Hualapai Tribe CAP
6 water for use directly or indirectly outside of
7 the lower basin in Arizona.

8 (L) CAP FIXED OM&R CHARGES.—

9 (i) IN GENERAL.—The CAP operating
10 agency shall be paid the CAP fixed OM&R
11 charges associated with the delivery of all
12 the Hualapai Tribe CAP water.

13 (ii) PAYMENT OF CHARGES.—Except
14 as provided in subparagraph (O), all CAP
15 fixed OM&R charges associated with the
16 delivery of the Hualapai Tribe CAP water
17 to the Hualapai Tribe shall be paid by—

18 (I) the Secretary, pursuant to
19 section 403(f)(2)(A) of the Colorado
20 River Basin Project Act (43 U.S.C.
21 1543(f)(2)(A)), subject to the condi-
22 tion that funds for that payment are
23 available in the Lower Colorado River
24 Basin Development Fund; and

1 (II) if the funds described in sub-
2 clause (I) become unavailable, the
3 Hualapai Tribe.

4 (M) CAP PUMPING ENERGY CHARGES.—

5 (i) IN GENERAL.—The CAP operating
6 agency shall be paid the CAP pumping en-
7 ergy charges associated with the delivery of
8 all the Hualapai Tribe CAP water only in
9 cases in which the CAP system is used for
10 the delivery of that water.

11 (ii) PAYMENT OF CHARGES.—Except
12 for CAP water not delivered through the
13 CAP system, which does not incur a CAP
14 pumping energy charge, or water delivered
15 to other persons as described in subpara-
16 graph (O), any applicable CAP pumping
17 energy charges associated with the delivery
18 of the Hualapai Tribe CAP water shall be
19 paid by the Hualapai Tribe.

20 (N) WAIVER OF PROPERTY TAX EQUIVA-
21 LENCY PAYMENTS.—No property tax or in-lieu
22 property tax equivalency shall be due or payable
23 by the Hualapai Tribe for the delivery of CAP
24 water or for the storage of CAP water in an un-

1 derground storage facility or groundwater sav-
2 ings facility.

3 (O) LESSEE RESPONSIBILITY FOR
4 CHARGES.—

5 (i) IN GENERAL.—Any lease or option
6 to lease providing for the temporary deliv-
7 ery to other persons of any Hualapai Tribe
8 CAP water shall require the lessee to pay
9 the CAP operating agency all CAP fixed
10 OM&R charges and all CAP pumping en-
11 ergy charges associated with the delivery of
12 the leased water.

13 (ii) NO RESPONSIBILITY FOR PAY-
14 MENT.—Neither the Hualapai Tribe nor
15 the United States in any capacity shall be
16 responsible for the payment of any charges
17 associated with the delivery of the
18 Hualapai Tribe CAP water leased to other
19 persons.

20 (P) ADVANCE PAYMENT.—No Hualapai
21 Tribe CAP water shall be delivered unless the
22 CAP fixed OM&R charges and any applicable
23 CAP pumping energy charges associated with
24 the delivery of that water have been paid in ad-
25 vance.

1 (Q) CALCULATION.—The charges for deliv-
2 ery of the Hualapai Tribe CAP water pursuant
3 to the Hualapai Tribe water delivery contract
4 shall be calculated in accordance with the CAP
5 repayment stipulation.

6 (R) CAP REPAYMENT.—For purposes of
7 determining the allocation and repayment of
8 costs of any stages of the CAP system con-
9 structed after November 21, 2007, the costs as-
10 sociated with the delivery of the Hualapai Tribe
11 CAP water, regardless of whether the Hualapai
12 Tribe CAP water is delivered for use by the
13 Hualapai Tribe or in accordance with any lease,
14 option to lease, exchange, or option to exchange
15 providing for the delivery to other persons of
16 the Hualapai Tribe CAP water, shall be—

17 (i) nonreimbursable; and

18 (ii) excluded from the repayment obli-
19 gation of the Central Arizona Water Con-
20 servation District.

21 (S) NONREIMBURSABLE CAP CONSTRUC-
22 TION COSTS.—

23 (i) IN GENERAL.—With respect to the
24 costs associated with the construction of

1 the CAP system allocable to the Hualapai
2 Tribe—

3 (I) the costs shall be nonreim-
4 bursable; and

5 (II) the Hualapai Tribe shall
6 have no repayment obligation for the
7 costs.

8 (ii) CAPITAL CHARGES.—No CAP
9 water service capital charges shall be due
10 or payable for the Hualapai Tribe CAP
11 water, regardless of whether the water—

12 (I) is delivered for use by the
13 Hualapai Tribe; or

14 (II) is delivered under any lease,
15 option to lease, exchange, or option to
16 exchange the Hualapai Tribe CAP
17 water entered into by the Hualapai
18 Tribe.

19 (d) COLORADO RIVER ACCOUNTING.—All Hualapai
20 Tribe CAP water diverted directly from the Colorado
21 River shall be accounted for as deliveries of CAP water
22 within the State.

23 **SEC. 12. ENFORCEABILITY DATE.**

24 (a) IN GENERAL.—Except as provided in subsection
25 (d), the Hualapai Tribe water rights settlement agree-

1 ment, including the waivers and releases of claims de-
2 scribed in section 7, shall take effect and be fully enforce-
3 able, and construction of the Hualapai Water Project may
4 begin, on the date on which the Secretary publishes in the
5 Federal Register a statement of findings that—

6 (1) to the extent that the Hualapai Tribe water
7 rights settlement agreement conflicts with this Act—

8 (A) the Hualapai Tribe water rights settle-
9 ment agreement has been revised through an
10 amendment to eliminate the conflict; and

11 (B) the revised Hualapai Tribe water
12 rights settlement agreement, including any ex-
13 hibit to that agreement requiring execution by
14 any party to the agreement, has been executed
15 by the required party;

16 (2) the waivers and releases of claims described
17 in section 7 have been executed by the Hualapai
18 Tribe and the United States;

19 (3) the abstracts referenced in subparagraphs
20 4.8.1.2, 4.8.2.1, and 4.8.2.2 of the Hualapai Tribe
21 water rights settlement agreement have been com-
22 pleted by the Hualapai Tribe;

23 (4) the full amount described in section
24 6(b)(6)(A), as adjusted by section 6(b)(6)(B), has

1 been deposited in the Hualapai Water Project Ac-
2 count;

3 (5) the full amount described in section
4 6(c)(4)(A), as adjusted by section 6(c)(4)(B), has
5 been deposited in the Hualapai OM&R Trust Ac-
6 count;

7 (6) the full amounts described in paragraphs
8 (5)(B)(i) and (7)(B)(i) of section 6(a) have been ap-
9 propriated;

10 (7) the Gila River adjudication decree has been
11 approved by the Gila River adjudication court sub-
12 stantially in the form of the judgment and decree at-
13 tached to the Hualapai Tribe water rights settlement
14 agreement as exhibit 3.1.43;

15 (8) the Secretary has executed the Hualapai
16 Tribe water delivery contract described in section
17 11(c); and

18 (9) the Secretary has issued a final Record of
19 Decision approving the construction of the Hualapai
20 Water Project in a configuration substantially as de-
21 scribed in section 6.

22 (b) REPEAL ON FAILURE TO MEET ENFORCE-
23 ABILITY DATE.—

24 (1) IN GENERAL.—Except as provided in para-
25 graph (2), if the Secretary fails to publish in the

1 Federal Register a statement of findings under sub-
2 section (a) by April 15, 2029—

3 (A) this Act is repealed; and

4 (B)(i) any action taken by the Secretary
5 and any contract or agreement entered into
6 pursuant to this Act shall be void; and

7 (ii) any amounts appropriated under sec-
8 tion 6, together with any investment earnings
9 on those amounts, less any amounts expended
10 under section 6(a)(9)(B), shall revert imme-
11 diately to the general fund of the Treasury.

12 (2) SEVERABILITY.—Notwithstanding para-
13 graph (1), if the Secretary fails to publish in the
14 Federal Register a statement of findings under sub-
15 section (a) by April 15, 2029, sections 9 and 10(a)
16 shall remain in effect.

17 (c) RIGHT TO OFFSET.—If the Secretary has not
18 published in the Federal Register the statement of find-
19 ings under subsection (a) by April 15, 2029, the United
20 States shall be entitled to offset any Federal amounts
21 made available under section 6(a)(9) that were used or
22 authorized for any use under that subsection against any
23 claim asserted by the Hualapai Tribe against the United
24 States described in section 7(a)(2)(A).

1 (d) ENFORCEABILITY DATE FOR BILL WILLIAMS
2 RIVER PHASE 2 WATER RIGHTS SETTLEMENT AGREE-
3 MENT.—Notwithstanding any other provision of this Act,
4 the Bill Williams River phase 2 water rights settlement
5 agreement (including the waivers and releases described
6 in section 7(d) of this Act and section 5 of the Bill Wil-
7 liams River phase 2 water rights settlement agreement)
8 shall take effect and become enforceable among the parties
9 to the Bill Williams River phase 2 water rights settlement
10 agreement on the date on which all of the following condi-
11 tions have occurred:

12 (1) The Hualapai Tribe water rights settlement
13 agreement becomes enforceable pursuant to sub-
14 section (a).

15 (2) Freeport has submitted to the Arizona De-
16 partment of Water Resources a conditional with-
17 drawal of any objection to the Bill Williams River
18 watershed instream flow applications pursuant to
19 section 4.4(i) of the Bill Williams River phase 2
20 water rights settlement agreement, which withdrawal
21 shall take effect on the enforceability date described
22 in this subsection.

23 (3) Not later than the enforceability date de-
24 scribed in subsection (a), the Arizona Department of
25 Water Resources has issued an appealable, condi-

1 tional decision and order for the Bill Williams River
2 watershed instream flow applications pursuant to
3 section 4.4(iii) of the Bill Williams River phase 2
4 water rights settlement agreement, which order shall
5 become nonconditional and effective on the enforce-
6 ability date described in this subsection.

7 (4) The conditional decision and order de-
8 scribed in paragraph (3)—

9 (A) becomes final; and

10 (B) is not subject to any further appeal.

11 **SEC. 13. ADMINISTRATION.**

12 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

13 (1) WAIVER.—

14 (A) IN GENERAL.—In any circumstance
15 described in paragraph (2)—

16 (i) the United States or the Hualapai
17 Tribe may be joined in the action described
18 in the applicable subparagraph of that
19 paragraph; and

20 (ii) subject to subparagraph (B), any
21 claim by the United States or the Hualapai
22 Tribe to sovereign immunity from the ac-
23 tion is waived.

24 (B) LIMITATION.—A waiver under sub-
25 paragraph (A)(ii)—

1 (i) shall only be for the limited and
2 sole purpose of the interpretation or en-
3 forcement of—

4 (I) this Act;

5 (II) the Hualapai Tribe water
6 rights settlement agreement; or

7 (III) in accordance with para-
8 graph (2)(D)—

9 (aa) the Bill Williams Act;

10 or

11 (bb) the Bill Williams agree-
12 ments; and

13 (ii) shall not include any award
14 against the Hualapai Tribe for money
15 damages, court costs, or attorneys fees.

16 (2) CIRCUMSTANCES DESCRIBED.—A cir-
17 cumstance referred to in paragraph (1)(A) is any of
18 the following:

19 (A) Any party to the Hualapai Tribe water
20 rights settlement agreement—

21 (i) brings an action in any Federal or
22 State court relating only and directly to
23 the interpretation or enforcement of—

24 (I) this Act; or

1 (II) the Hualapai Tribe water
2 rights settlement agreement; and

3 (ii) names the United States or the
4 Hualapai Tribe as a party in that action.

5 (B) Any landowner or water user in the
6 Verde River Watershed or the Colorado River
7 basin within the State of Arizona—

8 (i) brings an action in any Federal or
9 State court relating only and directly to
10 the interpretation or enforcement of—

11 (I) paragraph 10.0 of the
12 Hualapai Tribe water rights settle-
13 ment agreement; or

14 (II) section 7; and

15 (ii) names the United States or the
16 Hualapai Tribe as a party in that action.

17 (C) The State of California or the State of
18 Nevada—

19 (i) brings an action in any Federal or
20 State court relating only and directly to
21 the interpretation or enforcement of a pro-
22 vision relating to the Colorado River
23 under—

1 (I) paragraph 10.0 of the
2 Hualapai Tribe water rights settle-
3 ment agreement; or

4 (II) section 7; and

5 (ii) names the United States or the
6 Hualapai Tribe as a party in that action.

7 (D) Any party to the Bill Williams agree-
8 ments—

9 (i) brings an action in any Federal or
10 State court relating only and directly to
11 the interpretation or enforcement of—

12 (I) the Bill Williams Act; or

13 (II) the Bill Williams agree-
14 ments; and

15 (ii) names the United States or the
16 Hualapai Tribe as a party in that action.

17 (b) ANTIDEFICIENCY.—Notwithstanding any author-
18 ization of appropriations to carry out this Act, the United
19 States shall not be liable for any failure of the United
20 States to carry out any obligation or activity authorized
21 by this Act (including all titles and all agreements or ex-
22 hibits ratified or confirmed by this Act) if—

23 (1) adequate appropriations are not provided
24 expressly by Congress to carry out the purposes of
25 this Act; or

1 (2) there are not enough monies available to
2 carry out this Act in the Lower Colorado River
3 Basin Development Fund established by section
4 403(a) of the Colorado River Basin Project Act (43
5 U.S.C. 1543(a)).

6 (c) APPLICATION OF RECLAMATION REFORM ACT OF
7 1982.—The Reclamation Reform Act of 1982 (43 U.S.C.
8 390aa et seq.) and any other acreage limitation or full-
9 cost pricing provision of Federal law shall not apply to
10 any person, entity, or tract of land solely on the basis of—

- 11 (1) receipt of any benefit under this Act;
12 (2) execution or performance of this Act; or
13 (3) the use, storage, delivery, lease, or exchange
14 of CAP water.

15 (d) EFFECT.—

16 (1) DEFINITION OF COLORADO RIVER
17 WATER.—The definition of “Colorado River water”
18 contained in section 3, or in any provision of the
19 Hualapai Tribe water rights settlement agreement—

20 (A) shall only be used for purposes of in-
21 terpreting this Act or the Hualapai Tribe water
22 rights settlement agreement, as applicable; and

23 (B) shall not be used for any interpreta-
24 tion of any other applicable provision of Federal
25 law, including—

- 1 (i) the Colorado River Compact;
- 2 (ii) section 5 of the Boulder Canyon
- 3 Project Act (43 U.S.C. 617d);
- 4 (iii) the Colorado River Basin Project
- 5 Act (Public Law 90–537; 82 Stat. 885);
- 6 and
- 7 (iv) any contract or agreement en-
- 8 tered into pursuant a law described in
- 9 clause (i), (ii), or (iii).

10 (2) NO MODIFICATION OR PREEMPTION OF
11 OTHER LAW.—Unless expressly provided in this Act,
12 nothing in this Act modifies, conflicts with, pre-
13 empts, or otherwise affects—

14 (A) the Boulder Canyon Project Act (43
15 U.S.C. 617 et seq.);

16 (B) the Boulder Canyon Project Adjust-
17 ment Act (43 U.S.C. 618 et seq.);

18 (C) the Act of April 11, 1956 (commonly
19 known as the “Colorado River Storage Project
20 Act” (43 U.S.C. 620 et seq.));

21 (D) the Colorado River Basin Project Act
22 (Public Law 90–537; 82 Stat. 885);

23 (E) the Treaty between the United States
24 of America and Mexico respecting utilization of
25 waters of the Colorado and Tijuana Rivers and

1 of the Rio Grande, signed at Washington Feb-
2 ruary 3, 1944 (59 Stat. 1219);

3 (F) the Colorado River Compact;

4 (G) the Upper Colorado River Basin Com-
5 pact;

6 (H) the Omnibus Public Land Manage-
7 ment Act of 2009 (Public Law 111–11; 123
8 Stat. 991); or

9 (I) case law concerning water rights in the
10 Colorado River system other than any case to
11 enforce the Hualapai Tribe water rights settle-
12 ment agreement or this Act.

13 (3) EFFECT ON AGREEMENTS.—Nothing in this
14 Act or the Hualapai Tribe water rights settlement
15 agreement limits the right of the Hualapai Tribe to
16 enter into any agreement for the storage or banking
17 of water in accordance with State law with—

18 (A) the Arizona Water Banking Authority
19 (or a successor agency or entity); or

20 (B) any other lawful authority.

21 (4) EFFECT OF ACT.—Nothing in this Act—

22 (A) quantifies or otherwise affects the
23 water rights, claims, or entitlements to water of
24 any Indian tribe, nation, band, or community,
25 other than the Hualapai Tribe;

1 (B) affects the ability of the United States
2 to take action on behalf of any Indian tribe, na-
3 tion, band, or community, other than the
4 Hualapai Tribe, the members of the Hualapai
5 Tribe, and the allottees; or

6 (C) limits the right of the Hualapai Tribe
7 to use any water of the Hualapai Tribe in any
8 location on the Hualapai Reservation.

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