

116TH CONGRESS  
1ST SESSION

# S. 1277

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.

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## IN THE SENATE OF THE UNITED STATES

MAY 1, 2019

Ms. MCSALLY (for herself and Ms. SINEMA) introduced the following bill;  
which was read twice and referred to the Committee on Indian Affairs

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## 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”.

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

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

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

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

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

(3) to authorize and direct the Secretary to execute and perform the duties and obligations of the Secretary under the Hualapai Tribe water rights settlement agreement and this Act; and

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

**SEC. 3. DEFINITIONS.**

In this Act:

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

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

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

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

18                 (B) identified as Parcels 1A, 1B, 1C, and  
19                 2 on the map attached to the Hualapai Tribe  
20                 water rights settlement agreement as Exhibit  
21                 3.1.6.

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

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

1 (A) all fourth priority water available for  
 2 delivery through the CAP system;

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

6 (C) return flows captured by the Secretary  
 7 for Central Arizona Project use.

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

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

21 (8) BILL WILLIAMS RIVER PHASE 2 WATER  
 22 RIGHTS SETTLEMENT AGREEMENT.—The term “Bill  
 23 Williams River phase 2 water rights settlement  
 24 agreement” means the agreement of that name that  
 25 is attached to, and incorporated in, the Hualapai

1 Tribe water rights settlement agreement as Exhibit  
 2 4.3.3.

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

7 (10) CAP CONTRACTOR.—

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

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

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

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

21 (13) CAP NIA PRIORITY WATER.—The term  
 22 “CAP NIA priority water” means the CAP water  
 23 deliverable under a CAP contract or a CAP sub-  
 24 contract providing for the delivery of non-Indian ag-  
 25 ricultural priority water.

1           (14) CAP OPERATING AGENCY.—The term  
2           “CAP operating agency” means—

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

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

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

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

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

21                   (B) any amendment to, or revision of, that  
22                   contract.

23          (17) CAP REPAYMENT STIPULATION.—The  
24          term “CAP repayment stipulation” means the Stipu-  
25          lated Judgment and the Stipulation for Judgment,

including any exhibits to those documents, entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action Central Arizona Water Conservation District v. United States, numbered CIV 95–625–TUC–WDB (EHC) and CIV 95–1720–PHX–EHC.

(18) CAP SUBCONTRACT.—The term “CAP subcontract” means a long-term subcontract (as defined in the CAP repayment stipulation) with the United States and the Central Arizona Water Conservation District for the delivery of CAP water through the CAP system.

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

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

(A) the Mark Wilmer Pumping Plant;

(B) the Hayden-Rhodes Aqueduct;

(C) the Fannin-McFarland Aqueduct;

(D) the Tucson Aqueduct;

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

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

4 (21) CAP WATER.—The term “CAP water” has  
 5 the meaning given the term “Project Water” in the  
 6 CAP repayment stipulation.

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

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

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

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



1 (A) the water of reservoirs on the Colorado  
2 River within the United States;

3 (B) the water of all tributaries to the Colo-  
4 rado River within the United States, other than  
5 tributaries located within the State;

6 (C) the water beneath the surface of the  
7 Earth that is hydraulically connected to the  
8 Colorado River within the United States; and

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

14 (26) COLORADO RIVER WATER ENTITLE-  
15 MENT.—

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

20 (B) EXCLUSION.—The term “Colorado  
21 River water entitlement” does not include the  
22 right of the Hualapai Tribe to use Hualapai  
23 Tribe CAP water in accordance with the  
24 Hualapai Tribe water delivery contract.

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

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

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

11          (30) EFFLUENT.—The term “effluent” means  
12          water that—

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

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

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

22          (32) EXCHANGE.—The term “exchange” means  
23          a trade between one or more persons of any water  
24          for any other water, if each person has a right or  
25          claim to use the water the person provides in the

1 trade, regardless of whether the water is traded in  
2 equal amounts or other consideration is included in  
3 the trade.

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

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

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

22 (34) FREEPORT.—

23 (A) IN GENERAL.—The term “Freeport”  
24 means the Delaware corporation named “Free-  
25 port Minerals Corporation”.

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

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

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

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

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

- 1 (A) surface water;
- 2 (B) effluent; or
- 3 (C) Colorado River water.

4 (39) HUALAPAI FEE LAND.—The term  
 5 “Hualapai fee land” means land, other than  
 6 Hualapai trust land, that—

- 7 (A) is located in the State;
- 8 (B) is located outside the exterior bound-  
 9 aries of the Hualapai Reservation or Hualapai  
 10 trust land; and
- 11 (C) as of the enforceability date, is owned  
 12 by the Hualapai Tribe, including ownership  
 13 through a related entity.

14 (40) HUALAPAI LAND.—The term “Hualapai  
 15 land” means—

- 16 (A) the Hualapai Reservation;
- 17 (B) Hualapai trust land; and
- 18 (C) Hualapai fee land.

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

22 (42) HUALAPAI RESERVATION.—The term  
 23 “Hualapai Reservation” means the land within the  
 24 exterior boundaries of the Hualapai Reservation, in-  
 25 cluding—

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

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

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

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

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

20 (A) was previously allocated to non-Indian  
 21 agricultural entities;

22 (B) was retained by the Secretary for re-  
 23 allocation to Indian tribes in the State pursuant  
 24 to section 104(a)(1)(A)(iii) of the Central Ari-

1           zona Project Settlement Act of 2004 (Public  
2           Law 108–451; 118 Stat. 3487); and

3           (C) is reallocated to the Hualapai Tribe  
4           pursuant to section 11.

5           (45) HUALAPAI TRIBE WATER RIGHTS SETTLE-  
6           MENT AGREEMENT.—

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

12          (B) INCLUSIONS.—The term “Hualapai  
13          Tribe water rights settlement agreement” in-  
14          cludes—

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

19               (ii) any other amendments approved  
20               by the parties to the Hualapai Tribe water  
21               rights settlement agreement and the Sec-  
22               retary.

23          (46) HUALAPAI TRIBE WATER DELIVERY CON-  
24          TRACT.—The term “Hualapai Tribe water delivery  
25          contract” means the contract entered into in accord-

1       ance with the Hualapai Tribe water rights settle-  
2       ment agreement and section 11(c) for the delivery of  
3       Hualapai Tribe CAP water.

4           (47) HUALAPAI TRUST LAND.—The term  
5       “Hualapai trust land” means land, other than  
6       Hualapai fee land, that is—

7                   (A) located—

8                           (i) in the State; and

9                           (ii) outside the exterior boundaries of

10                   the Hualapai Reservation; and

11                   (B) as of the enforceability date, held in

12       trust by the United States for the benefit of the

13       Hualapai Tribe.

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

17           (49) HUALAPAI WATER PROJECT ACCOUNT.—

18       The term “Hualapai Water Project Account” means

19       the account established by section 6(b)(1).

20           (50) INDIAN TRIBE.—The term “Indian tribe”

21       has the meaning given the term in section 4 of the

22       Indian Self-Determination and Education Assistance

23       Act (25 U.S.C. 5304).

24           (51) INJURY TO WATER RIGHTS.—



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

5 (B) EXCLUSION.—The term “injury to  
6 water rights” does not include any injury to  
7 water quality.

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

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

16 (54) MEMBER.—The term “member” means  
17 any person duly enrolled as a member of the  
18 Hualapai Tribe.

19 (55) OM&R.—The term “OM&R” means—

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

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

24 (C) any activity relating to replacing a fea-  
25 ture of a project.

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

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

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

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

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

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

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

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

19          (B) is held in trust for the Hualapai Tribe;  
20       and

21          (C) is part of the Hualapai Reservation  
22       pursuant to Executive Order 1368 of June 2,  
23       1911.

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

4           (60) PERSON.—

5           (A) IN GENERAL.—The term “person”  
 6           means—

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

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

8 (61) PRECONSTRUCTION ACTIVITY.—

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

16 (B) INCLUSION.—The term  
 17 “preconstruction activity” includes the activities  
 18 described in section 900.112(b) of title 25,  
 19 Code of Federal Regulations (or a successor  
 20 regulation).

21 (62) SECRETARY.—The term “Secretary”  
 22 means the Secretary of the Interior.

23 (63) STATE.—The term “State” means the  
 24 State of Arizona.

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

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

6                       (A) groundwater;

7                       (B) surface water;

8                       (C) effluent; or

9                       (D) Colorado River water.

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

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

17       (a) RATIFICATION.—

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

23           (2) AMENDMENTS.—If an amendment to the  
24       Hualapai Tribe water rights settlement agreement,  
25       or to any exhibit attached to the Hualapai Tribe

1 water rights settlement agreement requiring the sig-  
2 nature of the Secretary, is executed in accordance  
3 with this Act to make the Hualapai Tribe water  
4 rights settlement agreement consistent with this Act,  
5 the amendment is authorized, ratified, and con-  
6 firmed, to the extent the amendment is consistent  
7 with this Act.

8 (b) EXECUTION.—

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

16 (2) MODIFICATIONS.—Nothing in this Act pro-  
17 hibits the Secretary from approving any modification  
18 to an appendix or exhibit to the Hualapai Tribe  
19 water rights settlement agreement that is consistent  
20 with this Act, to the extent that the modification  
21 does not otherwise require congressional approval  
22 under section 2116 of the Revised Statutes (25  
23 U.S.C. 177) or any other applicable provision of  
24 Federal law.

25 (c) ENVIRONMENTAL COMPLIANCE.—

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

9                   (A) the Endangered Species Act of 1973  
10                  (16 U.S.C. 1531 et seq.);

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

13                  (C) all other applicable Federal environ-  
14                  mental laws.

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

21 **SEC. 5. WATER RIGHTS.**

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

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

1           (A) The water rights for the Hualapai  
2           Reservation described in subparagraph 4.2 of  
3           the Hualapai Tribe water rights settlement  
4           agreement.

5           (B) The water rights for Hualapai trust  
6           land described in subparagraph 4.4 of the  
7           Hualapai Tribe water rights settlement agree-  
8           ment.

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

13                   (i) after the enforceability date; and

14                   (ii) in accordance with section  
15          10(b)(1).

16          (D) All Hualapai Tribe CAP water.

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

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



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

4           (2) The water rights for Hualapai trust land  
5           described in subparagraph 4.4 of the Hualapai Tribe  
6           water rights settlement agreement.

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

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

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

23          (e) COLORADO RIVER WATER ENTITLEMENTS.—

24                (1) USES.—The Hualapai Tribe shall have the  
25                right to use any Colorado River water entitlement

1 purchased by or donated to the Hualapai Tribe at  
2 the location to which the entitlement is appurtenant  
3 on the date on which the entitlement is purchased  
4 or donated.

5 (2) STORAGE.—

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

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

18 (3) TRANSFERS.—The Hualapai Tribe may  
19 transfer the entitlement for use or storage under  
20 paragraph (1) or (2), respectively, to another loca-  
21 tion within the State, including the Hualapai Res-  
22 ervation, in accordance with the Hualapai Tribe  
23 water rights settlement agreement and all applicable  
24 Federal and State laws governing the transfer of  
25 Colorado River water entitlements within the State.

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

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

17          (f) USE OFF-RESERVATION.—No water rights to  
18          groundwater under the Hualapai Reservation or Hualapai  
19          trust land, or to surface water on the Hualapai Reserva-  
20          tion or Hualapai trust land, may be sold, leased, trans-  
21          ferred, or used outside the boundaries of the Hualapai  
22          Reservation or Hualapai trust land, other than under an  
23          exchange.

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

3 (a) HUALAPAI WATER PROJECT.—

4 (1) IN GENERAL.—Subject to the availability of  
5 appropriations, the Secretary, acting through the  
6 Commissioner, shall plan, design, and construct the  
7 Hualapai Water Project, which shall be designed to  
8 divert, treat, and convey not less than 3,414 AFY of  
9 water from the Colorado River for municipal, com-  
10 mercial, and industrial uses on the Hualapai Res-  
11 ervation.

12 (2) LEAD AGENCY.—The Bureau of Reclama-  
13 tion shall serve as the lead agency with respect to  
14 any activity to plan, design, and construct the water  
15 diversion and delivery features of the Hualapai  
16 Water Project.

17 (3) SCOPE.—

18 (A) IN GENERAL.—The scope of the plan-  
19 ning, design, and construction activities for the  
20 Hualapai Water Project shall be as generally  
21 described in the document entitled “Appraisal  
22 Design Report revised with Addendum (June  
23 2016)” and prepared by DOWL HKM, subject  
24 to the condition that, before commencing final  
25 design and construction activities, the Secretary  
26 shall—

- 1 (i) review the design of the proposed
- 2 construction;
- 3 (ii) perform value engineering anal-
- 4 yses; and
- 5 (iii) perform appropriate Federal com-
- 6 pliance activities.

7 (B) REQUIREMENTS.—The Hualapai  
8 Water Project shall—

- 9 (i) be capable of delivering 3,414 AFY
- 10 of water from the Colorado River to the
- 11 Reservation;
- 12 (ii) include all facilities and appur-
- 13 tenant items necessary to divert, store,
- 14 treat, and deliver water for municipal,
- 15 commercial, and industrial uses on the
- 16 Hualapai Reservation; and
- 17 (iii) to the maximum extent prac-
- 18 ticable, be designed and constructed to
- 19 minimize OM&R costs.

20 (C) NEGOTIATIONS WITH HUALAPAI  
21 TRIBE.—On the basis of the review described in  
22 subparagraph (A)(i), the Secretary shall peri-  
23 odically offer to negotiate and reach agreement  
24 with the Hualapai Tribe regarding any appro-  
25 priate changes to the final design—

- 1 (i) to ensure that the final design  
2 meets applicable industry standards;  
3 (ii) to improve the cost-effectiveness  
4 of the delivery of Colorado River water;  
5 and  
6 (iii) to ensure that the Hualapai  
7 Water Project will be constructed using  
8 only the amounts made available pursuant  
9 to subsection (b)(6).

10 (4) APPLICABILITY OF ISDEAA.—On request of  
11 the Hualapai Tribe and in accordance with the In-  
12 dian Self-Determination and Education Assistance  
13 Act (25 U.S.C. 5301 et seq.), the Secretary shall  
14 enter into one or more agreements with the  
15 Hualapai Tribe to carry out this subsection.

16 (5) OPERATION AND MAINTENANCE.—

17 (A) IN GENERAL.—In accordance with  
18 subsection (c) and subject to the availability of  
19 appropriations, during the period beginning on  
20 the enforceability date and ending on the date  
21 on which title to the Hualapai Water Project is  
22 transferred to the Hualapai Tribe pursuant to  
23 paragraph (6), the Secretary, acting through  
24 the Commissioner, in consultation with the

Hualapai Tribe, shall operate, maintain, and replace the Hualapai Water Project.

(B) AUTHORIZATION OF APPROPRIATIONS.—

(i) IN GENERAL.—There is authorized to be appropriated to the Secretary to carry out the activities described in subparagraph (A) \$5,000,000, to remain available until expended.

(ii) UNEXPENDED FUNDS.—Any funds that remain unexpended on the date on which title to the Hualapai Water Project is transferred to the Hualapai Tribe pursuant to paragraph (6) shall revert to the Treasury.

(iii) PROHIBITION.—The Secretary shall not use any amounts from the Hualapai Water Project Account or the Hualapai OM&R Trust Account to carry out the activities described in subparagraph (A).

(6) TITLE TO HUALAPAI WATER PROJECT.—

(A) IN GENERAL.—The Secretary shall convey to the Hualapai Tribe title to the

1 Hualapai Water Project on the date on which  
2 the Secretary issues a notice including—

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

9 (ii) a finding that the Hualapai Water  
10 Project is substantially complete; and

11 (iii) a certification that the Secretary  
12 has consulted with the Hualapai Tribe re-  
13 garding the finding described in clause (ii).

14 (B) LIMITATION ON LIABILITY.—

15 (i) IN GENERAL.—Subject to clause  
16 (ii), beginning on the date on which the  
17 Secretary transfers to the Hualapai Tribe  
18 title to the Hualapai Water Project under  
19 subparagraph (A), the United States shall  
20 not be held liable by any court for damages  
21 arising out of any act, omission, or occur-  
22 rence relating to the facilities transferred.

23 (ii) SAVINGS CLAUSE.—Clause (i)  
24 shall not apply to liability for damages  
25 caused by an intentional act or an act of



negligence committed by the United States, or by employees or agents of the United States, occurring prior to the date on which the Secretary transfers to the Hualapai Tribe title to the Hualapai Water Project under subparagraph (A).

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

(7) TECHNICAL ASSISTANCE.—

(A) IN GENERAL.—Subject to the availability of appropriations, the Secretary shall provide to the Hualapai Tribe technical assistance, including operation and management training, to prepare the Hualapai Tribe for the operation of the Hualapai Water Project.

(B) AUTHORIZATION OF APPROPRIATIONS.—

(i) IN GENERAL.—There is authorized to be appropriated to the Secretary to carry out the activities described in sub-

1 paragraph (A) \$2,000,000, to remain  
2 available until expended.

3 (ii) UNEXPENDED FUNDS.—Any  
4 funds that remain unexpended on the date  
5 on which title to the Hualapai Water  
6 Project is transferred to the Hualapai  
7 Tribe pursuant to paragraph (6) shall re-  
8 vert to the Treasury.

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

16 (A) to review cost factors and budgets for  
17 construction, operation, and maintenance activi-  
18 ties for the Hualapai Water Project;

19 (B) to improve management of inherently  
20 governmental functions through enhanced com-  
21 munication; and

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

24 (9) AUTHORIZATION TO CONSTRUCT.—

1 (A) IN GENERAL.—Subject to subpara-  
2 graph (B), beginning on the day after the en-  
3 forceability date, the Secretary may construct  
4 the Hualapai Water Project.

5 (B) PRECONSTRUCTION ACTIVITIES.—

6 (i) IN GENERAL.—Notwithstanding  
7 subparagraph (A) and subject to clause  
8 (ii), on or before the enforceability date,  
9 the Secretary may use not more than  
10 \$15,233,000 of the amounts deposited in  
11 the Hualapai Water Project Account under  
12 subsection (b)(6) to carry out, for the  
13 Hualapai Water Project—

14 (I) preconstruction activities; and

15 (II) necessary environmental  
16 studies.

17 (ii) FLUCTUATION IN COSTS.—The  
18 amount described in clause (i) shall be in-  
19 creased or decreased, as appropriate, by  
20 such amounts as may be justified by rea-  
21 son of fluctuations in applicable engineer-  
22 ing cost indices occurring after February  
23 29, 2016.

24 (b) HUALAPAI WATER PROJECT ACCOUNT.—

25 (1) ESTABLISHMENT.—

1 (A) IN GENERAL.—There is established in  
2 the Treasury of the United States an account,  
3 to be known as the “Hualapai Water Project  
4 Account”, for use in constructing the Hualapai  
5 Water Project.

6 (B) ADMINISTRATION.—The Hualapai  
7 Water Project Account shall be administered by  
8 the Secretary.

9 (C) COMPOSITION.—The Hualapai Water  
10 Project Account shall consist of the amounts  
11 deposited in the account under paragraph (6),  
12 together with any interest accrued on those  
13 amounts.

14 (2) MANAGEMENT.—

15 (A) IN GENERAL.—The Secretary shall  
16 manage the Hualapai Water Project Account in  
17 a manner that is consistent with—

18 (i) the American Indian Trust Fund  
19 Management Reform Act of 1994 (25  
20 U.S.C. 4001 et seq.); and

21 (ii) this subsection.

22 (B) INVESTMENTS.—The Secretary shall  
23 invest amounts in the Hualapai Water Project  
24 Account in accordance with—

1 (i) the Act of April 1, 1880 (21 Stat.  
2 70, chapter 41; 25 U.S.C. 161);

3 (ii) the first section of the Act of June  
4 24, 1938 (52 Stat. 1037, chapter 648; 25  
5 U.S.C. 162a); and

6 (iii) obligations of Federal corpora-  
7 tions and Federal Government-sponsored  
8 entities, the charter documents of which  
9 provide that the obligations of the entities  
10 are lawful investments for federally man-  
11 aged funds, including—

12 (I) obligations of the United  
13 States Postal Service described in sec-  
14 tion 2005 of title 39, United States  
15 Code;

16 (II) bonds and other obligations  
17 of the Tennessee Valley Authority de-  
18 scribed in section 15d of the Ten-  
19 nessee Valley Authority Act of 1933  
20 (16 U.S.C. 831n–4);

21 (III) mortgages, obligations, or  
22 other securities of the Federal Home  
23 Loan Mortgage Corporation described  
24 in section 303 of the Federal Home

1                   Loan Mortgage Corporation Act (12  
2                   U.S.C. 1452); and

3                   (IV) bonds, notes, or debentures  
4                   of the Commodity Credit Corporation  
5                   described in section 4 of the Act of  
6                   March 8, 1938 (52 Stat. 108, chapter  
7                   44; 15 U.S.C. 713a–4).

8                   (C) CREDITS TO ACCOUNT.—The interest  
9                   on, and the proceeds from, the sale or redemp-  
10                  tion of any obligations held in the Hualapai  
11                  Water Project Account shall be credited to, and  
12                  form a part of, the Hualapai Water Project Ac-  
13                  count.

14                  (3) PROJECT EFFICIENCIES.—If the total cost  
15                  of planning, design, and construction activities of  
16                  the Hualapai Water Project results in cost savings  
17                  and is less than the amounts authorized to be appro-  
18                  priated under paragraph (6), the Secretary, at the  
19                  request of the Hualapai Tribe, may—

20                  (A) use those cost savings to carry out  
21                  capital improvement projects associated with  
22                  the Hualapai Water Project; or

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

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

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

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

12          (B) INVESTMENT EARNINGS.—Investment  
 13      earnings under paragraph (2) on amounts de-  
 14      posited in the Hualapai Water Project Account  
 15      shall not be available to the Secretary for ex-  
 16      penditure until the enforceability date.

17          (6) AUTHORIZATION OF APPROPRIATIONS.—

18          (A) IN GENERAL.—Subject to subpara-  
 19      graph (B), there is authorized to be appro-  
 20      priated to the Secretary for deposit in the  
 21      Hualapai Water Project Account \$134,500,000,  
 22      to remain available until expended.

23          (B) FLUCTUATION IN COSTS.—The  
 24      amount authorized to be appropriated under  
 25      subparagraph (A) shall be increased or de-

1           creased, as appropriate, by such amounts as  
 2           may be justified by reason of fluctuations in ap-  
 3           plicable engineering cost indices occurring after  
 4           February 29, 2016, until the date on which title  
 5           to the Hualapai Water Project is transferred to  
 6           the Hualapai Tribe under subsection (a)(6)(A).

7           (c) HUALAPAI OM&R TRUST ACCOUNT.—

8           (1) ESTABLISHMENT.—

9           (A) IN GENERAL.—There is established in  
 10          the Treasury of the United States a trust ac-  
 11          count, to be known as the “Hualapai OM&R  
 12          Trust Account”, for the OM&R of the Hualapai  
 13          Water Project.

14          (B) ADMINISTRATION.—The Hualapai  
 15          OM&R Trust Account shall be administered by  
 16          the Secretary.

17          (C) COMPOSITION.—The Hualapai OM&R  
 18          Trust Account shall consist of the amounts de-  
 19          posited in the account under paragraph (4), to-  
 20          gether with any interest accrued on those  
 21          amounts.

22          (2) MANAGEMENT.—

23          (A) IN GENERAL.—The Secretary shall  
 24          manage the Hualapai OM&R Trust Account in  
 25          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 OM&R Trust  
7 Account in accordance with the laws and obliga-  
8 tions described in clauses (i) through (iii) of  
9 subsection (b)(2)(B).

10 (3) AVAILABILITY OF AMOUNTS.—Beginning on  
11 the date on which title to the Hualapai Water  
12 Project is transferred to the Hualapai Tribe under  
13 subsection (a)(6)(A), the Secretary shall make avail-  
14 able to the Hualapai Tribe all amounts appropriated  
15 to, and deposited in, the Hualapai OM&R Trust Ac-  
16 count.

17 (4) AUTHORIZATION OF APPROPRIATIONS.—

18 (A) IN GENERAL.—Subject to subpara-  
19 graph (B) and in addition to any amounts  
20 transferred from the Hualapai Water Project  
21 Account pursuant to subsection (b)(3)(B), there  
22 is authorized to be appropriated to the Sec-  
23 retary for deposit and retention in the Hualapai  
24 OM&R Trust Account \$32,000,000, to remain  
25 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 capacity 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

1 the State (or any agency or political subdivision  
2 of the State) and any other individual, entity,  
3 corporation, or municipal corporation under  
4 Federal, State, or other law for all—

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

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

19 (iii) past and present claims for injury  
20 to water rights, including injury to rights  
21 to Colorado River water, for Hualapai  
22 land, arising from time immemorial  
23 through the enforceability date;

24 (iv) past, present, and future claims  
25 for injury to water rights, including injury

1 to rights to Colorado River water, arising  
2 from time immemorial and, thereafter, for-  
3 ever, that are based on the aboriginal occu-  
4 pancy of land by the Hualapai Tribe, the  
5 predecessors of the Hualapai Tribe, the  
6 members of the Hualapai Tribe, or prede-  
7 cessors of the members of the Hualapai  
8 Tribe;

9 (v) claims for injury to water rights,  
10 including injury to rights to Colorado  
11 River water, arising after the enforceability  
12 date, for Hualapai land, resulting from the  
13 off-Reservation diversion or use of water in  
14 a manner not in violation of the Hualapai  
15 Tribe water rights settlement agreement or  
16 State law;

17 (vi) past, present, and future claims  
18 arising out of, or relating in any manner  
19 to, the negotiation, execution, or adoption  
20 of the Hualapai Tribe water rights settle-  
21 ment agreement, any judgment or decree  
22 approving or incorporating the Hualapai  
23 Tribe water rights settlement agreement,  
24 or this Act; and

1                   (vii) claims for water rights of the  
2                   Hualapai Tribe or the United States, act-  
3                   ing as trustee for the Hualapai Tribe and  
4                   members of the Hualapai Tribe with re-  
5                   spect to Parcel 3, in excess of 300 AFY.

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

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

19                  (i) subject to subparagraph 12.7 of  
20                  the Hualapai Tribe water rights settlement  
21                  agreement, to assert claims for injuries to,  
22                  and seek enforcement of, the rights of the  
23                  Tribe under the Hualapai Tribe water  
24                  rights settlement agreement or this Act in

1 any Federal or State court of competent  
2 jurisdiction;

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

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

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

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

22 (vi) to assert claims for injuries to,  
23 and seek enforcement of, the rights of the  
24 Hualapai Tribe under the Bill Williams  
25 agreements or the Bill Williams Act in any

1 Federal or State court of competent juris-  
2 diction; and

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

9 (2) CLAIMS AGAINST UNITED STATES.—

10 (A) IN GENERAL.—Except as provided in  
11 subparagraph (C), the Hualapai Tribe, acting  
12 on behalf of the Hualapai Tribe and the mem-  
13 bers of the Hualapai Tribe (but not members in  
14 the capacity of the members as allottees) as  
15 part of the performance of the obligations of  
16 the Hualapai Tribe under the Hualapai Tribe  
17 water rights settlement agreement and this Act,  
18 is authorized to execute a waiver and release of  
19 all claims against the United States, including  
20 agencies, officials, and employees of the United  
21 States, under Federal, State, or other law for  
22 all—

23 (i) past, present, and future claims for  
24 water rights, including rights to Colorado  
25 River water, for Hualapai land, arising

1 from time immemorial and, thereafter, for-  
2 ever;

3 (ii) past, present, and future claims  
4 for water rights, including rights to Colo-  
5 rado River water, arising from time imme-  
6 morial and, thereafter, forever, that are  
7 based on the aboriginal occupancy of land  
8 by the Hualapai Tribe, the predecessors of  
9 the Hualapai Tribe, the members of the  
10 Hualapai Tribe, or predecessors of the  
11 members of the Hualapai Tribe;

12 (iii) past and present claims relating  
13 in any manner to damages, losses, or in-  
14 jury to water rights (including injury to  
15 rights to Colorado River water), land, or  
16 other resources due to loss of water or  
17 water rights (including damages, losses, or  
18 injuries to hunting, fishing, gathering, or  
19 cultural rights due to loss of water or  
20 water rights, claims relating to interference  
21 with, diversion, or taking of water, or  
22 claims relating to the failure to protect, ac-  
23 quire, or develop water, water rights, or  
24 water infrastructure) within the State that



1 first accrued at any time prior to the en-  
2 forceability date;

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

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

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

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

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

12 (C) RETENTION OF CLAIMS.—Notwith-  
13 standing the waiver and release of claims de-  
14 scribed in subparagraph (A), the Hualapai  
15 Tribe and the members of the Hualapai Tribe  
16 (but not members in the capacity of the mem-  
17 bers as allottees) shall retain any right—

18 (i) subject to subparagraph 12.7 of  
19 the Hualapai Tribe water rights settlement  
20 agreement, to assert claims for injuries to,  
21 and seek enforcement of, the rights of the  
22 Tribe under the Hualapai Tribe water  
23 rights settlement agreement or this Act in  
24 any Federal or State court of competent  
25 jurisdiction;

1           (ii) to assert claims for injuries to,  
2           and seek enforcement of, the rights of the  
3           Hualapai Tribe under any judgment or de-  
4           cree approving or incorporating the  
5           Hualapai Tribe water rights settlement  
6           agreement;

7           (iii) to assert claims for water rights  
8           based on State law for land owned or ac-  
9           quired by the Hualapai Tribe in fee, under  
10          subparagraph 4.8 of the Hualapai Tribe  
11          water rights settlement agreement;

12          (iv) to object to any claims for water  
13          rights or injury to water rights by or for  
14          any Indian tribe or the United States, act-  
15          ing on behalf of any Indian tribe;

16          (v) to assert past, present, or future  
17          claims for injury to water rights against  
18          any Indian tribe or the United States, act-  
19          ing on behalf of any Indian tribe;

20          (vi) to assert claims for injuries to,  
21          and seek enforcement of, the rights of the  
22          Hualapai Tribe under the Bill Williams  
23          agreements or the Bill Williams Act in any  
24          Federal or State court of competent juris-  
25          diction; and

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

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

9 (1) IN GENERAL.—Except as provided in para-  
 10 graph (3), the United States, acting as trustee for  
 11 the allottees of the Hualapai Tribe, as part of the  
 12 performance of the obligations of the United States  
 13 under the Hualapai Tribe water rights settlement  
 14 agreement and this Act, is authorized to execute a  
 15 waiver and release of any claims against the State  
 16 (or any agency or political subdivision of the State),  
 17 the Hualapai Tribe, and any other individual, entity,  
 18 corporation, or municipal corporation under Federal,  
 19 State, or other law, for all—

20 (A) past, present, and future claims for  
 21 water rights, including rights to Colorado River  
 22 water, for the allotments, arising from time im-  
 23 memorial and, thereafter, forever;

24 (B) past, present, and future claims for  
 25 water rights, including rights to Colorado River

1 water, arising from time immemorial and,  
2 thereafter, forever, that are based on the ab-  
3 original occupancy of land by the allottees or  
4 predecessors of the allottees;

5 (C) past and present claims for injury to  
6 water rights, including injury to rights to Colo-  
7 rado River water, for the allotments, arising  
8 from time immemorial through the enforce-  
9 ability date;

10 (D) past, present, and future claims for in-  
11 jury to water rights, if any, including injury to  
12 rights to Colorado River water, arising from  
13 time immemorial and, thereafter, forever, that  
14 are based on the aboriginal occupancy of land  
15 by the allottees or predecessors of the allottees;

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

23 (F) past, present, and future claims aris-  
24 ing out of, or relating in any manner to, the ne-  
25 gotiation, execution, or adoption of the

1 Hualapai Tribe water rights settlement agree-  
2 ment, any judgment or decree approving or in-  
3 corporating the Hualapai Tribe water rights  
4 settlement agreement, or this Act; and

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

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

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

10 (2) EFFECTIVE DATE.—The waiver and release  
11 of claims under subparagraph (A) shall take effect  
12 on the enforceability date.

13 (3) RETENTION OF CLAIMS.—Notwithstanding  
14 the waiver and release of claims described in para-  
15 graph (1), the United States, acting as trustee for  
16 the allottees of the Hualapai Tribe, shall retain any  
17 right—

18 (A) subject to subparagraph 12.7 of the  
19 Hualapai Tribe water rights settlement agree-  
20 ment, to assert claims for injuries to, and seek  
21 enforcement of, the rights of the allottees, if  
22 any, under the Hualapai Tribe water rights set-  
23 tlement agreement or this Act in any Federal or  
24 State court of competent jurisdiction;

1 (B) to assert claims for injuries to, and  
2 seek enforcement of, the rights of the allottees  
3 under any judgment or decree approving or in-  
4 corporating the Hualapai Tribe water rights  
5 settlement agreement;

6 (C) to object to any claims for water rights  
7 or injury to water rights by or for—

8 (i) any Indian tribe other than the  
9 Hualapai Tribe; or

10 (ii) the United States, acting on be-  
11 half of any Indian tribe other than the  
12 Hualapai Tribe;

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

15 (i) any Indian tribe other than the  
16 Hualapai Tribe; or

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

20 (E) to assert claims for injuries to, and  
21 seek enforcement of, the rights of the allottees  
22 under the Bill Williams agreements or the Bill  
23 Williams Act in any Federal or State court of  
24 competent jurisdiction.

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

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

14           (A) past and present claims for injury to  
15 water rights, including injury to rights to Colo-  
16 rado River water, resulting from the diversion  
17 or use of water on Hualapai land arising from  
18 time immemorial through the enforceability  
19 date;

20           (B) claims for injury to water rights, in-  
21 cluding injury to rights to Colorado River  
22 water, arising after the enforceability date, re-  
23 sulting from the diversion or use of water on  
24 Hualapai land in a manner that is not in viola-



tion of the Hualapai Tribe water rights settlement agreement or State law; and

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

(2) EFFECTIVE DATE.—The waiver and release of claims described in paragraph (1) 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 shall retain any right to assert any claim not expressly waived in accordance with paragraph (1), including any right to assert a claim for injury to, and seek enforcement of, any right of the United States under the Bill Williams agreements or the Bill Williams Act, in any Federal or State court of competent jurisdiction.

(d) BILL WILLIAMS RIVER PHASE 2 WATER RIGHTS SETTLEMENT AGREEMENT WAIVER, RELEASE, AND RETENTION OF CLAIMS.—

(1) CLAIMS AGAINST FREEPORT.—

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

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

15 (I) the diversion or use of water  
16 by Freeport pursuant to the water  
17 rights described in Exhibit 4.1(ii) to  
18 the Bill Williams River phase 2 water  
19 rights settlement agreement; and

20 (II) any other diversion or use of  
21 water for mining purposes authorized  
22 by the Bill Williams River phase 2  
23 water rights settlement agreement;

1           (ii) any claim for injury to water  
2 rights arising after the enforceability date  
3 described in section 12(d) resulting from—

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

12           (II) the diversion of up to 2,500  
13 AFY of water by Freeport from Sycamore  
14 Creek as permitted by section  
15 4.3(iv) of the Bill Williams River  
16 phase 2 water rights settlement agree-  
17 ment; and

18           (III) any other diversion or use  
19 of water by Freeport authorized by  
20 the Bill Williams River phase 2 water  
21 rights settlement agreement, subject  
22 to the condition that such a diversion  
23 and use of water is conducted in a  
24 manner not in violation of the Bill

1 Williams River phase 2 water rights  
2 settlement agreement; and

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

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

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

24 (2) NO PRECEDENTIAL EFFECT.—

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

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

11          (ii) any pending or future administra-  
12   tive or judicial proceeding relating to an  
13   application—

14           (I) to appropriate water (for  
15   instream flow or other purposes);

16           (II) to sever and transfer a water  
17   right;

18           (III) to change a point of diver-  
19   sion; or

20           (IV) to change a place of use for  
21   any water right; or

22          (iii) any proceeding regarding water  
23   rights or a claim relating to any Federal  
24   land.

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

11 **SEC. 8. SATISFACTION OF WATER RIGHTS AND OTHER BEN-**  
 12 **EFITS.**

13 (a) HUALAPAI TRIBE AND MEMBERS.—

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

1 injury to water rights under Federal, State, or other  
2 law with respect to Hualapai land.

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

19 (b) ALLOTTEE WATER CLAIMS.—

20 (1) IN GENERAL.—The benefits realized by the  
21 allottees of the Hualapai Tribe under the Hualapai  
22 Tribe water rights settlement agreement, this Act,  
23 the Bill Williams agreements, and the Bill Williams  
24 Act shall be in complete replacement of and substi-  
25 tution for, and full satisfaction of, all claims with re-

1       spect to allotments of the allottees and the United  
2       States, acting in the capacity of the United States  
3       as trustee for the allottees, for water rights and in-  
4       jury to water rights under Federal, State, or other  
5       law.

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

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

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

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



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

2 The following land in the State is added to the  
3 Hualapai Reservation:

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

7 (2) The land deeded to the United States in the  
8 capacity of the United States as trustee for the  
9 Hualapai Tribe pursuant to the 1947 judgment.

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

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

16 (1) CHOLLA CANYON RANCH PARCELS.—In T.  
17 16 N., R. 13 W., Gila and Salt River Base and Me-  
18 ridian, Mohave County, Arizona—

19 (A) SW<sup>1</sup>/<sub>4</sub> sec. 25; and

20 (B) NE<sup>1</sup>/<sub>4</sub> and NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> sec. 35.

21 (2) TRUXTON TRIANGLE.—That portion of the  
22 S<sup>1</sup>/<sub>2</sub> sec. 3, lying south of the south boundary of the  
23 Hualapai Reservation and north of the north right-  
24 of-way boundary of Arizona Highway 66, and  
25 bounded by the west section line of that sec. 3 and  
26 the south section line of that sec. 3, T. 24 N., R.

1        12 W., Gila and Salt River Base and Meridian, Mo-  
 2        have County, Arizona.

3            (3) HUNT PARCEL 4.—SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> sec. 7, T.  
 4        25 N., R. 13 W., Gila and Salt River Base and Me-  
 5        ridian, Mohave County, Arizona.

6            (4) HUNT PARCELS 1 AND 2.—In T. 26 N., R.  
 7        14 W., Gila and Salt River Base and Meridian, Mo-  
 8        have County, Arizona—

9            (A) NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> sec. 9; and

10          (B) NW<sup>1</sup>/<sub>4</sub>SE <sup>1</sup>/<sub>4</sub> sec. 27.

11          (5) HUNT PARCEL 3.—SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> sec. 25, T.  
 12        27 N., R. 15 W., Gila and Salt River Base and Me-  
 13        ridian, Mohave County, Arizona.

14          (b) FUTURE TRUST LAND.—

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

21            (A) that specifically authorizes the transfer  
 22            of the land for the benefit of the Hualapai  
 23            Tribe; and

24            (B) the date of enactment of which is after  
 25            the date of enactment of this Act.

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

4                   (A) shall include water rights only under  
5           State law; and

6                   (B) shall not include any federally reserved  
7           water rights.

8 **SEC. 11. REALLOCATION OF CAP NIA PRIORITY WATER;**  
9                   **FIRMING; WATER DELIVERY CONTRACT; COL-**  
10                   **ORADO RIVER ACCOUNTING.**

11           (a) REALLOCATION TO THE HUALAPAI TRIBE.—On  
12           the enforceability date, the Secretary shall reallocate to  
13           the Hualapai Tribe the Hualapai Tribe CAP water.

14           (b) FIRMING.—

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

18                           (A)   In   accordance   with   section  
19                   105(b)(1)(B) of the Arizona Water Settlements  
20                   Act (Public Law 108–451; 118 Stat. 3492), for  
21                   the 100-year period beginning on January 1,  
22                   2008, the Secretary shall firm 557.50 AFY of  
23                   the Hualapai Tribe CAP water to the equiva-  
24                   lent of CAP M&I priority water.

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

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

16          (c)    HUALAPAI    TRIBE    WATER    DELIVERY    CON-  
17          TRACT.—

18               (1)    IN    GENERAL.—In    accordance    with    the  
19               Hualapai Tribe water rights settlement agreement  
20               and the requirements described in paragraph (2),  
21               the Secretary shall enter into the Hualapai Tribe  
22               water delivery contract.

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

1 (A) IN GENERAL.—The Hualapai Tribe  
2 water delivery contract shall—

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

6 (ii) take effect on the enforceability  
7 date; and

8 (iii) be without limit as to term.

9 (B) HUALAPAI TRIBE CAP WATER.—

10 (i) IN GENERAL.—The Hualapai  
11 Tribe CAP water may be delivered for use  
12 in the lower basin in Arizona through—

13 (I) the Hualapai Water Project;

14 or

15 (II) the CAP system.

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

22 (C) CONTRACTUAL DELIVERY.—The Sec-  
23 retary shall deliver the Hualapai Tribe CAP  
24 water to the Hualapai Tribe in accordance with

1 the terms and conditions of the Hualapai Tribe  
2 water delivery contract.

3 (D) DISTRIBUTION OF CAP NIA PRIORITY  
4 WATER.—

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

21 (ii) EXCEPTION.—

22 (I) IN GENERAL.—Notwith-  
23 standing clause (i), if the available  
24 CAP supply is insufficient to meet all  
25 demands under CAP contracts and

1 CAP subcontracts for the delivery of  
2 CAP NIA priority water in the year  
3 following the year in which the en-  
4 forceability date occurs, the Secretary  
5 shall assume that the Hualapai Tribe  
6 used the full volume of Hualapai  
7 Tribe CAP water in the last year in  
8 which the available CAP supply was  
9 sufficient to fill all orders for CAP  
10 NIA priority water.

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

18 (III) DETERMINATION.—The  
19 Secretary shall determine the quantity  
20 of CAP NIA priority water used by  
21 the Gila River Indian Community and  
22 the Tohono O’odham Nation in the  
23 last year in which the available CAP  
24 supply was sufficient to fill all orders  
25 for CAP NIA priority water in a man-

1                   ner consistent with the settlement  
2                   agreements with those tribes.

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

14                  (F) TERM OF LEASES AND EXCHANGES.—

15                  (i) LEASING.—Contracts to lease and  
16                  options to lease under subparagraph (E)  
17                  shall be for a term of not more than 100  
18                  years.

19                  (ii) EXCHANGING.—Contracts to ex-  
20                  change and options to exchange under sub-  
21                  paragraph (E) shall be for the term pro-  
22                  vided for in the contract or option, as ap-  
23                  plicable.

24                  (iii) RENEGOTIATION.—The Hualapai  
25                  Tribe may, with the approval of the Sec-



retary, renegotiate any lease described in subparagraph (E), at any time during the term of the lease, if the term of the renegotiated lease does not exceed 100 years.

(G) PROHIBITION ON PERMANENT ALIENATION.—No Hualapai Tribe CAP water may be permanently alienated.

(H) NO FIRING OF LEASED WATER.—The firming obligations described in subsection (b)(1) shall not apply to any Hualapai Tribe CAP water leased by the Hualapai Tribe to another person.

(I) ENTITLEMENT TO LEASE AND EXCHANGE FUNDS; OBLIGATIONS OF UNITED STATES.—

(i) ENTITLEMENT.—

(I) IN GENERAL.—The Hualapai Tribe shall be entitled to all consideration due to the Hualapai Tribe under any contract to lease, option to lease, contract to exchange, or option to exchange the Hualapai Tribe CAP water entered into by the Hualapai Tribe.

(II) EXCLUSION.—The United States shall not, in any capacity, be

entitled to the consideration described  
in subclause (I).

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

(J) WATER USE AND STORAGE.—

(i) IN GENERAL.—The Hualapai  
Tribe may use the Hualapai Tribe CAP  
water on or off the Hualapai Reservation  
within the lower basin in Arizona for any  
purpose.

(ii) STORAGE.—The Hualapai Tribe,  
in accordance with State law, may store

the Hualapai Tribe CAP water at one or more underground storage facilities or groundwater savings facilities, subject to the condition that, if the Hualapai Tribe stores Hualapai Tribe CAP water that has been firmed pursuant to subsection (b)(1), the stored water may only be—

(I) used by the Hualapai Tribe;

or

(II) exchanged by the Hualapai

Tribe for water that will be used by the Hualapai Tribe.

(iii) ASSIGNMENT.—The Hualapai Tribe, in accordance with State law, may assign any long-term storage credit accrued as a result of storage described in clause (ii), subject to the condition that the Hualapai Tribe shall not assign any long-term storage credit accrued as a result of the storage of Hualapai Tribe CAP water that has been firmed pursuant to subsection (b)(1).

(K) USE OUTSIDE STATE.—The Hualapai Tribe may not use, lease, exchange, forbear, or otherwise transfer any Hualapai Tribe CAP

1 water for use directly or indirectly outside of  
 2 the lower basin in Arizona.

3 (L) CAP FIXED OM&R CHARGES.—

4 (i) IN GENERAL.—The CAP operating  
 5 agency shall be paid the CAP fixed OM&R  
 6 charges associated with the delivery of all  
 7 the Hualapai Tribe CAP water.

8 (ii) PAYMENT OF CHARGES.—Except  
 9 as provided in subparagraph (O), all CAP  
 10 fixed OM&R charges associated with the  
 11 delivery of the Hualapai Tribe CAP water  
 12 to the Hualapai Tribe shall be paid by—

13 (I) the Secretary, pursuant to  
 14 section 403(f)(2)(A) of the Colorado  
 15 River Basin Project Act (43 U.S.C.  
 16 1543(f)(2)(A)), subject to the condi-  
 17 tion that funds for that payment are  
 18 available in the Lower Colorado River  
 19 Basin Development Fund; and

20 (II) if the funds described in sub-  
 21 clause (I) become unavailable, the  
 22 Hualapai Tribe.

23 (M) CAP PUMPING ENERGY CHARGES.—

24 (i) IN GENERAL.—The CAP operating  
 25 agency shall be paid the CAP pumping en-

ergy charges associated with the delivery of  
all the Hualapai Tribe CAP water only in  
cases in which the CAP system is used for  
the delivery of that water.

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

(N) WAIVER OF PROPERTY TAX EQUIVA-  
LENCY PAYMENTS.—No property tax or in-lieu  
property tax equivalency shall be due or payable  
by the Hualapai Tribe for the delivery of CAP  
water or for the storage of CAP water in an un-  
derground storage facility or groundwater sav-  
ings facility.

(O) LESSEE RESPONSIBILITY FOR  
CHARGES.—

(i) IN GENERAL.—Any lease or option  
to lease providing for the temporary deliv-  
ery to other persons of any Hualapai Tribe

1 CAP water shall require the lessee to pay  
2 the CAP operating agency all CAP fixed  
3 OM&R charges and all CAP pumping en-  
4 ergy charges associated with the delivery of  
5 the leased water.

6 (ii) NO RESPONSIBILITY FOR PAY-  
7 MENT.—Neither the Hualapai Tribe nor  
8 the United States in any capacity shall be  
9 responsible for the payment of any charges  
10 associated with the delivery of the  
11 Hualapai Tribe CAP water leased to other  
12 persons.

13 (P) ADVANCE PAYMENT.—No Hualapai  
14 Tribe CAP water shall be delivered unless the  
15 CAP fixed OM&R charges and any applicable  
16 CAP pumping energy charges associated with  
17 the delivery of that water have been paid in ad-  
18 vance.

19 (Q) CALCULATION.—The charges for deliv-  
20 ery of the Hualapai Tribe CAP water pursuant  
21 to the Hualapai Tribe water delivery contract  
22 shall be calculated in accordance with the CAP  
23 repayment stipulation.

24 (R) CAP REPAYMENT.—For purposes of  
25 determining the allocation and repayment of

costs of any stages of the CAP system constructed after November 21, 2007, the costs associated with the delivery of the Hualapai Tribe CAP water, regardless of whether the Hualapai Tribe CAP water is delivered for use by the Hualapai Tribe or in accordance with any lease, option to lease, exchange, or option to exchange providing for the delivery to other persons of the Hualapai Tribe CAP water, shall be—

(i) nonreimbursable; and

(ii) excluded from the repayment obligation of the Central Arizona Water Conservation District.

(S) NONREIMBURSABLE CAP CONSTRUCTION COSTS.—

(i) IN GENERAL.—With respect to the costs associated with the construction of the CAP system allocable to the Hualapai Tribe—

(I) the costs shall be nonreimbursable; and

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

1                   (ii) CAPITAL CHARGES.—No CAP  
 2                   water service capital charges shall be due  
 3                   or payable for the Hualapai Tribe CAP  
 4                   water, regardless of whether the water—  
 5                   (I) is delivered for use by the  
 6                   Hualapai Tribe; or  
 7                   (II) is delivered under any lease,  
 8                   option to lease, exchange, or option to  
 9                   exchange the Hualapai Tribe CAP  
 10                  water entered into by the Hualapai  
 11                  Tribe.

12           (d) COLORADO RIVER ACCOUNTING.—All Hualapai  
 13   Tribe CAP water diverted directly from the Colorado  
 14   River shall be accounted for as deliveries of CAP water  
 15   within the State.

16 **SEC. 12. ENFORCEABILITY DATE.**

17           (a) IN GENERAL.—Except as provided in subsection  
 18   (d), the Hualapai Tribe water rights settlement agree-  
 19   ment, including the waivers and releases of claims de-  
 20   scribed in section 7, shall take effect and be fully enforce-  
 21   able, and construction of the Hualapai Water Project may  
 22   begin, on the date on which the Secretary publishes in the  
 23   Federal Register a statement of findings that—

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



1 (A) the Hualapai Tribe water rights settle-  
2 ment agreement has been revised through an  
3 amendment to eliminate the conflict; and

4 (B) the revised Hualapai Tribe water  
5 rights settlement agreement, including any ex-  
6 hibit to that agreement requiring execution by  
7 any party to the agreement, has been executed  
8 by the required party;

9 (2) the waivers and releases of claims described  
10 in section 7 have been executed by the Hualapai  
11 Tribe and the United States;

12 (3) the abstracts referenced in subparagraphs  
13 4.8.1.2, 4.8.2.1, and 4.8.2.2 of the Hualapai Tribe  
14 water rights settlement agreement have been com-  
15 pleted by the Hualapai Tribe;

16 (4) the full amount described in section  
17 6(b)(6)(A), as adjusted by section 6(b)(6)(B), has  
18 been deposited in the Hualapai Water Project Ac-  
19 count;

20 (5) the full amount described in section  
21 6(c)(4)(A), as adjusted by section 6(c)(4)(B), has  
22 been deposited in the Hualapai OM&R Trust Ac-  
23 count;

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

4           (7) the Gila River adjudication decree has been  
 5           approved by the Gila River adjudication court sub-  
 6           stantially in the form of the judgment and decree at-  
 7           tached to the Hualapai Tribe water rights settlement  
 8           agreement as exhibit 3.1.43;

9           (8) the Secretary has executed the Hualapai  
 10          Tribe water delivery contract described in section  
 11          11(c); and

12          (9) the Secretary has issued a final Record of  
 13          Decision approving the construction of the Hualapai  
 14          Water Project in a configuration substantially as de-  
 15          scribed in section 6.

16          (b) REPEAL ON FAILURE TO MEET ENFORCE-  
 17          ABILITY DATE.—

18               (1) IN GENERAL.—Except as provided in para-  
 19          graph (2), if the Secretary fails to publish in the  
 20          Federal Register a statement of findings under sub-  
 21          section (a) by April 15, 2029—

22                       (A) this Act is repealed; and

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

1                   (ii) any amounts appropriated under sec-  
2                   tion 6, together with any investment earnings  
3                   on those amounts, less any amounts expended  
4                   under section 6(a)(9)(B), shall revert imme-  
5                   diately to the general fund of the Treasury.

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

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

19                  (d) ENFORCEABILITY DATE FOR BILL WILLIAMS  
20                  RIVER PHASE 2 WATER RIGHTS SETTLEMENT AGREE-  
21                  MENT.—Notwithstanding any other provision of this Act,  
22                  the Bill Williams River phase 2 water rights settlement  
23                  agreement (including the waivers and releases described  
24                  in section 7(d) of this Act and section 5 of the Bill Wil-  
25                  liams River phase 2 water rights settlement agreement)

1 shall take effect and become enforceable among the parties  
2 to the Bill Williams River phase 2 water rights settlement  
3 agreement on the date on which all of the following condi-  
4 tions have occurred:

5           (1) The Hualapai Tribe water rights settlement  
6 agreement becomes enforceable pursuant to sub-  
7 section (a).

8           (2) Freeport has submitted to the Arizona De-  
9 partment of Water Resources a conditional with-  
10 drawal of any objection to the Bill Williams River  
11 watershed instream flow applications pursuant to  
12 section 4.4(i) of the Bill Williams River phase 2  
13 water rights settlement agreement, which withdrawal  
14 shall take effect on the enforceability date described  
15 in this subsection.

16           (3) Not later than the enforceability date de-  
17 scribed in subsection (a), the Arizona Department of  
18 Water Resources has issued an appealable, condi-  
19 tional decision and order for the Bill Williams River  
20 watershed instream flow applications pursuant to  
21 section 4.4(iii) of the Bill Williams River phase 2  
22 water rights settlement agreement, which order shall  
23 become nonconditional and effective on the enforce-  
24 ability date described in this subsection.

1           (4) The conditional decision and order de-  
2       scribed in paragraph (3)—

3           (A) becomes final; and

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

5 **SEC. 13. ADMINISTRATION.**

6       (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

7           (1) WAIVER.—

8           (A) IN GENERAL.—In any circumstance  
9       described in paragraph (2)—

10           (i) the United States or the Hualapai  
11       Tribe may be joined in the action described  
12       in the applicable subparagraph of that  
13       paragraph; and

14           (ii) subject to subparagraph (B), any  
15       claim by the United States or the Hualapai  
16       Tribe to sovereign immunity from the ac-  
17       tion is waived.

18           (B) LIMITATION.—A waiver under sub-  
19       paragraph (A)(ii)—

20           (i) shall only be for the limited and  
21       sole purpose of the interpretation or en-  
22       forcement of—

23           (I) this Act;

24           (II) the Hualapai Tribe water  
25       rights settlement agreement; or

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

3 (aa) the Bill Williams Act;

4 or

5 (bb) the Bill Williams agree-  
6 ments; and

7 (ii) shall not include any award  
8 against the Hualapai Tribe for money  
9 damages, court costs, or attorneys fees.

10 (2) CIRCUMSTANCES DESCRIBED.—A cir-  
11 cumstance referred to in paragraph (1)(A) is any of  
12 the following:

13 (A) Any party to the Hualapai Tribe water  
14 rights settlement agreement—

15 (i) brings an action in any Federal or  
16 State court relating only and directly to  
17 the interpretation or enforcement of—

18 (I) this Act; or

19 (II) the Hualapai Tribe water  
20 rights settlement agreement; and

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

23 (B) Any landowner or water user in the  
24 Verde River Watershed or the Colorado River  
25 basin within the State of Arizona—

1 (i) brings an action in any Federal or  
2 State court relating only and directly to  
3 the interpretation or enforcement of—

4 (I) paragraph 10.0 of the  
5 Hualapai Tribe water rights settle-  
6 ment agreement; or

7 (II) section 7; and

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

10 (C) The State of California or the State of  
11 Nevada—

12 (i) brings an action in any Federal or  
13 State court relating only and directly to  
14 the interpretation or enforcement of a pro-  
15 vision relating to the Colorado River  
16 under—

17 (I) paragraph 10.0 of the  
18 Hualapai Tribe water rights settle-  
19 ment agreement; or

20 (II) section 7; and

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

23 (D) Any party to the Bill Williams agree-  
24 ments—

1 (i) brings an action in any Federal or  
 2 State court relating only and directly to  
 3 the interpretation or enforcement of—

4 (I) the Bill Williams Act; or

5 (II) the Bill Williams agree-  
 6 ments; and

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

9 (b) ANTIDEFICIENCY.—Notwithstanding any author-  
 10 ization of appropriations to carry out this Act, the United  
 11 States shall not be liable for any failure of the United  
 12 States to carry out any obligation or activity authorized  
 13 by this Act (including all titles and all agreements or ex-  
 14 hibits ratified or confirmed by this Act) if—

15 (1) adequate appropriations are not provided  
 16 expressly by Congress to carry out the purposes of  
 17 this Act; or

18 (2) there are not enough monies available to  
 19 carry out this Act in the Lower Colorado River  
 20 Basin Development Fund established by section  
 21 403(a) of the Colorado River Basin Project Act (43  
 22 U.S.C. 1543(a)).

23 (c) APPLICATION OF RECLAMATION REFORM ACT OF  
 24 1982.—The Reclamation Reform Act of 1982 (43 U.S.C.  
 25 390aa et seq.) and any other acreage limitation or full-



1 cost pricing provision of Federal law shall not apply to  
 2 any person, entity, or tract of land solely on the basis of—

- 3 (1) receipt of any benefit under this Act;
- 4 (2) execution or performance of this Act; or
- 5 (3) the use, storage, delivery, lease, or exchange
- 6 of CAP water.

7 (d) EFFECT.—

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

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

15 (B) shall not be used for any interpreta-  
 16 tion of any other applicable provision of Federal  
 17 law, including—

- 18 (i) the Colorado River Compact;
- 19 (ii) section 5 of the Boulder Canyon
- 20 Project Act (43 U.S.C. 617d);
- 21 (iii) the Colorado River Basin Project
- 22 Act (Public Law 90–537; 82 Stat. 885);
- 23 and

1                   (iv) any contract or agreement en-  
2                   tered into pursuant to a law described in  
3                   clause (i), (ii), or (iii).

4                   (2) NO MODIFICATION OR PREEMPTION OF  
5                   OTHER LAW.—Unless expressly provided in this Act,  
6                   nothing in this Act modifies, conflicts with, pre-  
7                   empts, or otherwise affects—

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

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

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

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

17                  (E) the Treaty between the United States  
18                  of America and Mexico respecting utilization of  
19                  waters of the Colorado and Tijuana Rivers and  
20                  of the Rio Grande, signed at Washington Feb-  
21                  ruary 3, 1944 (59 Stat. 1219);

22                  (F) the Colorado River Compact;

23                  (G) the Upper Colorado River Basin Com-  
24                  pact;

1 (H) the Omnibus Public Land Manage-  
 2 ment Act of 2009 (Public Law 111–11; 123  
 3 Stat. 991); or

4 (I) case law concerning water rights in the  
 5 Colorado River system other than any case to  
 6 enforce the Hualapai Tribe water rights settle-  
 7 ment agreement or this Act.

8 (3) EFFECT ON AGREEMENTS.—Nothing in this  
 9 Act or the Hualapai Tribe water rights settlement  
 10 agreement limits the right of the Hualapai Tribe to  
 11 enter into any agreement for the storage or banking  
 12 of water in accordance with State law with—

13 (A) the Arizona Water Banking Authority  
 14 (or a successor agency or entity); or

15 (B) any other lawful authority.

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

17 (A) quantifies or otherwise affects the  
 18 water rights, claims, or entitlements to water of  
 19 any Indian tribe, nation, band, or community,  
 20 other than the Hualapai Tribe;

21 (B) affects the ability of the United States  
 22 to take action on behalf of any Indian tribe, na-  
 23 tion, band, or community, other than the  
 24 Hualapai Tribe, the members of the Hualapai  
 25 Tribe, and the allottees; or

1                   (C) limits the right of the Hualapai Tribe  
2                   to use any water of the Hualapai Tribe in any  
3                   location on the Hualapai Reservation.

○