

115TH CONGRESS
1ST SESSION

S. 1770

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

IN THE SENATE OF THE UNITED STATES

SEPTEMBER 7, 2017

Mr. FLAKE (for himself and Mr. MCCAIN) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

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 2017”.

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

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

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

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

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

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

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

24 **SEC. 3. DEFINITIONS.**

25 In this Act:

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

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 “available
25 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 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 1 or more entities authorized to as-
4 sume 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,

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

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

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

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

18 (A) the Mark Wilmer Pumping Plant;

19 (B) the Hayden-Rhodes Aqueduct;

20 (C) the Fannin-McFarland Aqueduct;

21 (D) the Tucson Aqueduct;

22 (E) any pumping plant or appurtenant
23 work of a feature described in subparagraph
24 (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 ENTITL-
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 1 or more persons of any water for
24 any other water, if each person has a right or claim
25 to use the water the person provides in the trade, re-

1 regardless of whether the water is traded in equal
2 amounts or other consideration is included in the
3 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 “preconstruc-
17 tion activity” includes the activities described in
18 section 900.112(b) of title 25, Code of Federal
19 Regulations (or a successor regulation).

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

22 (63) STATE.—The term “State” means the
23 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 1 or more agreements with the Hualapai
15 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

1 Hualapai Tribe, shall operate, maintain, and re-
2 place the Hualapai Water Project.

3 (B) AUTHORIZATION OF APPROPRIA-
4 TIONS.—

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

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

16 (iii) PROHIBITION.—The Secretary
17 shall not use any amounts from the
18 Hualapai Water Project Account or the
19 Hualapai OM&R Trust Account to carry
20 out the activities described in subpara-
21 graph (A).

22 (6) TITLE TO HUALAPAI WATER PROJECT.—

23 (A) IN GENERAL.—The Secretary shall
24 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

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

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

14 (7) TECHNICAL ASSISTANCE.—

15 (A) IN GENERAL.—Subject to the avail-
16 ability of appropriations, the Secretary shall
17 provide to the Hualapai Tribe technical assist-
18 ance, including operation and management
19 training, to prepare the Hualapai Tribe for the
20 operation of the Hualapai Water Project.

21 (B) AUTHORIZATION OF APPROPRIA-
22 TIONS.—

23 (i) IN GENERAL.—There is authorized
24 to be appropriated to the Secretary to
25 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.

1 (B) FLUCTUATION IN COSTS.—The
2 amount authorized to be appropriated under
3 subparagraph (A) shall be increased or de-
4 creased, as appropriate, by such amounts as
5 may be justified by reason of fluctuations in ap-
6 plicable engineering cost indices occurring after
7 February 29, 2016.

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

9 (a) HUALAPAI TRIBE.—

10 (1) CLAIMS AGAINST THE STATE AND OTH-
11 ERS.—

12 (A) IN GENERAL.—Except as provided in
13 subparagraph (C), the Hualapai Tribe, on be-
14 half of the Hualapai Tribe and the members of
15 the Hualapai Tribe (but not members in the ca-
16 pacity of the members as allottees) and the
17 United States, acting as trustee for the
18 Hualapai Tribe and the members of the
19 Hualapai Tribe (but not members in the capac-
20 ity of the members as allottees), as part of the
21 performance of the respective obligations of the
22 Hualapai Tribe and the United States under
23 the Hualapai Tribe water rights settlement
24 agreement and this Act, are authorized to exe-
25 cute 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 United States, acting as
3 trustee for the Hualapai Tribe and mem-
4 bers of the Hualapai Tribe with respect to
5 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-

1 tion of the Hualapai Tribe water rights settle-
2 ment agreement or State law; and

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

10 (2) EFFECTIVE DATE.—The waiver and release
11 of claims described in paragraph (1) 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 shall retain any right
16 to assert any claim not expressly waived in accord-
17 ance with paragraph (1), including any right to as-
18 sert a claim for injury to, and seek enforcement of,
19 any right of the United States under the Bill Wil-
20 liams agreements or the Bill Williams Act, in any
21 Federal or State court of competent jurisdiction.

22 (d) BILL WILLIAMS RIVER PHASE 2 WATER RIGHTS
23 SETTLEMENT AGREEMENT WAIVER, RELEASE, AND RE-
24 TENTION OF CLAIMS.—

25 (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 phase 2 water
3 rights settlement agreement establishes any
4 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 In accordance with section 2 of the Act of May 25,
3 1918 (40 Stat. 570, chapter 86; 25 U.S.C. 211), the fol-
4 lowing land in the State is added to the Hualapai Reserva-
5 tion:

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

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

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

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

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

21 (A) SW¹/₄ sec. 25; and

22 (B) NE¹/₄ and NE¹/₄SE¹/₄ sec. 35.

23 (2) TRUXTON TRIANGLE.—That portion of the
24 S¹/₂ sec. 3, lying south of the south boundary of the
25 Hualapai Reservation and north of the north right-
26 of-way boundary of Arizona Highway 66, and

1 bounded by the west section line of that sec. 3 and
2 the south section line of that sec. 3, T. 24 N., R.
3 12 W., Gila and Salt River Base and Meridian, Mo-
4 have County, Arizona.

5 (3) HUNT PARCEL 4.—SW¹/₄NE¹/₄ sec. 7, T.
6 25 N., R. 13 W., Gila and Salt River Base and Me-
7 ridian, Mohave County, Arizona.

8 (4) HUNT PARCELS 1 AND 2.—In T. 26 N., R.
9 14 W., Gila and Salt River Base and Meridian, Mo-
10 have County, Arizona—

11 (A) NE¹/₄SW¹/₄ sec. 9; and

12 (B) NW¹/₄SE ¹/₄ sec. 27.

13 (5) HUNT PARCEL 3.—SW¹/₄NE¹/₄ sec. 25, T.
14 27 N., R. 15 W., Gila and Salt River Base and Me-
15 ridian, Mohave County, Arizona.

16 (b) FUTURE TRUST LAND.—

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

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

1 (B) the date of enactment of which is after
2 the date of enactment of this Act.

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

6 (A) shall include water rights only under
7 State law; and

8 (B) shall not include any federally reserved
9 water rights.

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

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

16 (b) FIRMING.—

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

20 (A) In accordance with section 6(b)(1)(B)
21 of the Arizona Water Settlements Act (Public
22 Law 108–451; 118 Stat. 3492), for the 100-
23 year period beginning on January 1, 2008, the
24 Secretary shall firm 557.50 AFY of the

1 Hualapai Tribe CAP water to the equivalent of
2 CAP M&I priority water.

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

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

18 (c) HUALAPAI TRIBE WATER DELIVERY CON-
19 TRACT.—

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

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

3 (A) IN GENERAL.—The Hualapai Tribe
4 water delivery contract shall—

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

8 (ii) take effect on the enforceability
9 date; and

10 (iii) be without limit as to term.

11 (B) HUALAPAI TRIBE CAP WATER.—

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

15 (I) the Hualapai Water Project;

16 or

17 (II) the CAP system.

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

24 (C) CONTRACTUAL DELIVERY.—The Sec-
25 retary shall deliver the Hualapai Tribe CAP

1 water to the Hualapai Tribe in accordance with
2 the terms and conditions of the Hualapai Tribe
3 water delivery contract.

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

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

22 (ii) EXCEPTION.—

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

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

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

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

1 for CAP NIA priority water in a man-
2 ner consistent with the settlement
3 agreements with those tribes.

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

15 (F) TERM OF LEASES AND EXCHANGES.—

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

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

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

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

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

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

18 (i) ENTITLEMENT.—

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

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

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

20 (J) WATER USE AND STORAGE.—

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

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

10 (I) used by the Hualapai Tribe;

11 or

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

15 (iii) ASSIGNMENT.—The Hualapai
16 Tribe, in accordance with State law, may
17 assign any long-term storage credit ac-
18 crued as a result of storage described in
19 clause (ii), subject to the condition that the
20 Hualapai Tribe shall not assign any long-
21 term storage credit accrued as a result of
22 the storage of Hualapai Tribe CAP water
23 that has been firmed pursuant to sub-
24 section (b)(1).

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

6 (L) CAP FIXED OM&R CHARGES.—

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

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

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

23 (II) if the funds described in sub-
24 clause (I) become unavailable, the
25 Hualapai Tribe.

1 (M) CAP PUMPING ENERGY CHARGES.—

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

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

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

24 (O) LESSEE RESPONSIBILITY FOR
25 CHARGES.—

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

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

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

22 (Q) CALCULATION.—The charges for deliv-
23 ery of the Hualapai Tribe CAP water pursuant
24 to the Hualapai Tribe water delivery contract

1 shall be calculated in accordance with the CAP
 2 repayment stipulation.

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

14 (i) nonreimbursable; and

15 (ii) excluded from the repayment obli-
 16 gation of the Central Arizona Water Con-
 17 servation District.

18 (S) NONREIMBURSABLE CAP CONSTRUC-
 19 TION COSTS.—

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

24 (I) the costs shall be nonreim-
 25 bursable; and

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

4 (ii) CAPITAL CHARGES.—No CAP
5 water service capital charges shall be due
6 or payable for the Hualapai Tribe CAP
7 water, regardless of whether the water—

8 (I) is delivered for use by the
9 Hualapai Tribe; or

10 (II) is delivered under any lease,
11 option to lease, exchange, or option to
12 exchange the Hualapai Tribe CAP
13 water entered into by the Hualapai
14 Tribe.

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

19 **SEC. 12. ENFORCEABILITY DATE.**

20 (a) IN GENERAL.—Except as provided in subsection
21 (d), the Hualapai Tribe water rights settlement agree-
22 ment, including the waivers and releases of claims de-
23 scribed in section 7, shall take effect and be fully enforce-
24 able, and construction of the Hualapai Water Project may

1 begin, on the date on which the Secretary publishes in the
2 Federal Register a statement of findings that—

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

5 (A) the Hualapai Tribe water rights settle-
6 ment agreement has been revised through an
7 amendment to eliminate the conflict; and

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

13 (2) the waivers and releases of claims described
14 in section 7 have been executed by the Hualapai
15 Tribe and the United States;

16 (3) the abstracts referenced in subparagraphs
17 4.8.1.2, 4.8.2.1, and 4.8.2.2 of the Hualapai Tribe
18 water rights settlement agreement have been com-
19 pleted by the Hualapai Tribe;

20 (4) the full amount described in section
21 6(b)(6)(A), as adjusted by section 6(b)(6)(B), has
22 been deposited in the Hualapai Water Project Ac-
23 count;

24 (5) the full amount described in section
25 6(c)(4)(A), as adjusted by section 6(c)(4)(B), has

1 been deposited in the Hualapai OM&R Trust Ac-
2 count;

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

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

11 (8) the Secretary has executed the Hualapai
12 Tribe water delivery contract described in section
13 11(c); and

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

18 (b) REPEAL ON FAILURE TO MEET ENFORCE-
19 ABILITY DATE.—

20 (1) IN GENERAL.—Except as provided in para-
21 graph (2), if the Secretary fails to publish in the
22 Federal Register a statement of findings under sub-
23 section (a) by October 15, 2027—

24 (A) this Act is repealed; and

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

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

9 (2) SEVERABILITY.—Notwithstanding para-
10 graph (1), if the Secretary fails to publish in the
11 Federal Register a statement of findings under sub-
12 section (a) by October 15, 2027, sections 9 and
13 10(a) shall remain in effect.

14 (c) RIGHT TO OFFSET.—If the Secretary has not
15 published in the Federal Register the statement of find-
16 ings under subsection (a) by October 15, 2027, the United
17 States shall be entitled to offset any Federal amounts
18 made available under section 6(a)(9) that were used or
19 authorized for any use under that subsection against any
20 claim asserted by the Hualapai Tribe against the United
21 States described in section 7(a)(2)(A).

22 (d) ENFORCEABILITY DATE FOR BILL WILLIAMS
23 RIVER PHASE 2 WATER RIGHTS SETTLEMENT AGREE-
24 MENT.—Notwithstanding subsection (a), the Bill Williams
25 River phase 2 water rights settlement agreement (includ-

1 ing the waivers and releases described in section 7(d) of
2 this Act and section 5 of the Bill Williams River phase
3 2 water rights settlement agreement) shall take effect and
4 become enforceable among the parties to the Bill Williams
5 River phase 2 water rights settlement agreement on the
6 date on which all of the following conditions have oc-
7 curred:

8 (1) The Hualapai Tribe water rights settlement
9 agreement becomes enforceable pursuant to sub-
10 section (a).

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

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

1 become nonconditional and effective on the enforce-
2 ability date described in this subsection.

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

5 (A) becomes final; and

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

7 **SEC. 13. ADMINISTRATION.**

8 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

9 (1) WAIVER.—

10 (A) IN GENERAL.—In any circumstance
11 described in paragraph (2)—

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

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

20 (B) LIMITATION.—A waiver under sub-
21 paragraph (A)(ii)—

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

25 (I) this Act;

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

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

5 (aa) the Bill Williams Act;

6 or

7 (bb) the Bill Williams agree-
8 ments; and

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

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

15 (A) Any party to the Hualapai Tribe water
16 rights settlement agreement—

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

20 (I) this Act; or

21 (II) the Hualapai Tribe water
22 rights settlement agreement; and

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

1 (B) Any landowner or water user in the
2 Verde River Watershed or the Colorado River
3 basin within the State of Arizona—

4 (i) brings an action in any Federal or
5 State court relating only and directly to
6 the interpretation or enforcement of—

7 (I) paragraph 10.0 of the
8 Hualapai Tribe water rights settle-
9 ment agreement; or

10 (II) section 7; and

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

13 (C) The State of California or the State of
14 Nevada—

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

20 (I) paragraph 10.0 of the
21 Hualapai Tribe water rights settle-
22 ment agreement; or

23 (II) section 7; and

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

1 (D) Any party to the Bill Williams agree-
2 ments—

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

6 (I) the Bill Williams Act; or

7 (II) the Bill Williams agree-
8 ments; and

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

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

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

20 (2) there are not enough monies available to
21 carry out this Act in the Lower Colorado River
22 Basin Development Fund established by section
23 403(a) of the Colorado River Basin Project Act (43
24 U.S.C. 1543(a)).

1 (c) APPLICATION OF RECLAMATION REFORM ACT OF
2 1982.—The Reclamation Reform Act of 1982 (43 U.S.C.
3 390aa et seq.) and any other acreage limitation or full-
4 cost pricing provision of Federal law shall not apply to
5 any person, entity, or tract of land solely on the basis of—

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

10 (d) EFFECT.—

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

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

18 (B) shall not be used for any interpreta-
19 tion of any other applicable provision of Federal
20 law, including—

- 21 (i) the Colorado River Compact;
22 (ii) section 5 of the Boulder Canyon
23 Project Act (43 U.S.C. 617d);

1 (iii) the Colorado River Basin Project
2 Act (Public Law 90–537; 82 Stat. 885);
3 and

4 (iv) any contract or agreement en-
5 tered into pursuant a law described in
6 clause (i), (ii), or (iii).

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

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

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

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

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

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

25 (F) the Colorado River Compact;

1 (G) the Upper Colorado River Basin Com-
2 pact;

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

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

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

15 (A) the Arizona Water Banking Authority
16 (or a successor agency or entity); or

17 (B) any other lawful authority.

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

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

23 (B) affects the ability of the United States
24 to take action on behalf of any Indian tribe, na-
25 tion, band, or community, other than the

1 Hualapai Tribe, the members of the Hualapai
2 Tribe, and the allottees; or

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

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