HUTCHISON) was added as a cosponsor of S. 1467, a bill to amend the Patient Protection and Affordable Care Act to protect rights of conscience with regard to requirements for coverage of specific items and services.

S. 1674

At the request of Mr. REED, the name of the Senator from West Virginia (Mr. ROCKEFELLER) was added as a cosponsor of S. 1674, a bill to improve teacher quality, and for other purposes.

S. 1680

At the request of Mr. CONRAD, the name of the Senator from Mississippi (Mr. WICKER) was added as a cosponsor of S. 1680, a bill to amend title XVIII of the Social Security Act to protect and preserve access of Medicare beneficiaries in rural areas to health care providers under the Medicare program, and for other purposes.

S. 1773

At the request of Mr. BROWN of Ohio, the name of the Senator from Rhode Island (Mr. REED) was added as a cosponsor of S. 1773, a bill to promote local and regional farm and food systems, and for other purposes.

S. 1796

At the request of Mr. ISAKSON, the name of the Senator from Arkansas (Mr. BOOZMAN) was added as a cosponsor of S. 1796, a bill to make permanent the Internal Revenue Service Free File program.

S. 1798

At the request of Mr. UDALL of New Mexico, the name of the Senator from Maine (Ms. SNOWE) was added as a cosponsor of S. 1798, a bill to direct the Secretary of Veterans Affairs to establish an open burn pit registry to ensure that members of the Armed Forces who may have been exposed to toxic chemicals and fumes caused by open burn pits while deployed to Afghanistan or Iraq receive information regarding such exposure, and for other purposes.

S. 1925

At the request of Mr. LEAHY, the names of the Senator from Virginia (Mr. WEBB), the Senator from Nebraska (Mr. NELSON) and the Senator from Virginia (Mr. WARNER) were added as cosponsors of S. 1925, a bill to reauthorize the Violence Against Women Act of 1994.

S. 1989

At the request of Ms. CANTWELL, the name of the Senator from Minnesota (Mr. FRANKEN) was added as a cosponsor of S. 1989, a bill to amend the Internal Revenue Code of 1986 to make permanent the minimum low-income housing tax credit rate for unsubsidized buildings and to provide a minimum 4 percent credit rate for existing buildings.

S. 2004

At the request of Mr. UDALL of New Mexico, the name of the Senator from Missouri (Mr. BLUNT) was added as a cosponsor of S. 2004, a bill to grant the Congressional Gold Medal to the troops who defended Bataan during World War II.

S. 2010

At the request of Mr. KERRY, the name of the Senator from Ohio (Mr. BROWN) was added as a cosponsor of S. 2010, a bill to amend title II of the Social Security Act to repeal the Government pension offset and windfall elimination provisions.

S. 2051

At the request of Mr. REED, the name of the Senator from Alaska (Mr. BEGICH) was added as a cosponsor of S. 2051, a bill to amend the Higher Education Act of 1965 to extend the reduced interest rate for Federal Direct Stafford Loans.

S. 2058

At the request of Ms. MURKOWSKI, the name of the Senator from Florida (Mr. RUBIO) was added as a cosponsor of S. 2058, a bill to close loopholes, increase transparency, and improve the effectiveness of sanctions on Iranian trade in petroleum products.

S. 2065

At the request of Mr. VITTER, his name was added as a cosponsor of S. 2065, a bill to amend the Balanced Budget and Emergency Deficit Control Act of 1985 to modify the discretionary spending limits to take into account savings resulting from the reduction in the number of Federal employees and extending the pay freeze for Federal employees.

S.J. RES. 21

At the request of Mr. MENENDEZ, the name of the Senator from California (Mrs. FEINSTEIN) was added as a cosponsor of S.J. Res. 21, a joint resolution proposing an amendment to the Constitution of the United States relative to equal rights for men and women.

AMENDMENT NO. 1521

At the request of Mr. WICKER, the names of the Senator from Alabama (Mr. SESSIONS) and the Senator from Mississippi (Mr. COCHRAN) were added as cosponsors of amendment No. 1521 intended to be proposed to S. 1813, a bill to reauthorize Federal-aid highway and highway safety construction programs, and for other purposes.

AMENDMENT NO. 1534

At the request of Mr. VITTER, the name of the Senator from Wisconsin (Mr. JOHNSON) was added as a cosponsor of amendment No. 1534 intended to be proposed to S. 1813, a bill to reauthorize Federal-aid highway and highway safety construction programs, and for other purposes.

AMENDMENT NO. 1535

At the request of Mr. VITTER, the name of the Senator from Wisconsin (Mr. JOHNSON) was added as a cosponsor of amendment No. 1535 intended to be proposed to S. 1813, a bill to reauthorize Federal-aid highway and highway safety construction programs, and for other purposes.

AMENDMENT NO. 1545

At the request of Mr. BOOZMAN, the name of the Senator from Virginia (Mr. WEBB) was added as a cosponsor of amendment No. 1545 intended to be proposed to S. 1813, a bill to reauthorize Federal-aid highway and highway safety construction programs, and for other purposes.

AMENDMENT NO. 1546

At the request of Mr. LEVIN, the names of the Senator from Minnesota (Ms. KLOBUCHAR), the Senator from Virginia (Mr. WARNER), the Senator from Maryland (Ms. MIKULSKI) and the Senator from New York (Mr. SCHUMER) were added as cosponsors of amendment No. 1546 intended to be proposed to S. 1813, a bill to reauthorize Federal-aid highway and highway safety construction programs, and for other purposes.

STATEMENTS ON INTRODUCED BILLS AND JOINT RESOLUTIONS

By Mr. CARDIN (for himself, Mrs. BOXER, and Mr. INHOFE):

S. 2104. A bill to amend the Water Resources Research Act of 1984 to reauthorize grants for and require applied water supply research regarding the water resources research and technology institutes established under that Act; to the Committee on Environment and Public Works.

Mr. CARDIN. Mr. President, today I am introducing the Water Resources Research Amendments Act. First authorized in 1964, the Water Resources Research Act established 54 Water Resources Research Institutes across the country and set up a grant program for applied water supply research. The act was most recently reauthorized in 2006, in PL 109–471. The bill I introduce today would reauthorize the grant program for the next 5 years and would add a program focused on the research and development of green infrastructure.

The research funded through the Water Resources Research Act has had lasting impacts on our Nation's waters. In fact, some of the tools we use today for restoration of the Chesapeake Bay were a product of these research grants. WRRA Researchers across the Mid-Atlantic States have developed ways to keep the Chesapeake waters clean through urban stormwater treatment, improved roadway design, and eco-friendly poultry farming practices. Moreover, WRRA-funded projects develop innovative and cost-effective solutions for similar water resources issues across the country. For example, the technology used in West Virginia's innovative nutrient trading program utilizes technology developed by WRRA researchers. Undoubtedly, funding WRRA is an intelligent and necessary investment in the future of our water resources.

WRRA authorizes two types of annual grants. First, it supplies grants to each Water Resources Research Institute for research that fosters improvements in water supply reliability, explores new ways to address water problems, encourages dissemination of research to water managers and the public, and encourages the entry of new

scientists, engineers and technicians into the water resources field. Second, WRRA authorizes a national competitive grant program to address regional water issues. All WRRA grants must be matched 2 to 1 with non-federal funding.

In the last authorization period, the program was authorized at $12,000,000 per year, providing $6,000,000 to each type of grant. Authorization for these grants expired in fiscal year 2011. Today's bill would reauthorize both grant programs for an additional five years by providing $7,500,000 for institutional grants and $1,500,000 for national competitive grants. This change in authorization levels reflects our efforts to adjust for present fiscal limitations. The proposed authorization maximizes economic efficiency of the program without compromising its efficacy. The Water Resources Research Institutes across the Nation have 45 years of experience assisting states and federal agencies through research, education and outreach. While the Institutes are only required to match Federal funding with outside sources at a ratio of 2 to 1, they regularly exceed that proportion, often with ratios of more than 5 to 1. Moreover, Federal grants are critical for the institutes to be able to leverage funding from their home State. Consequently, by focusing funds on the Water Resources Research Institutes, we can be sure that we are supporting top-notch science while maximizing cost-effectiveness. Moreover, by funding this network of institutes we are investing in our future. The Water Resources Research Institutes are the country's single largest training program for water scientists, technicians, and engineers.

Today water-related issues pervade the nation. Whether it is floods, droughts, or water degradation, American economies and lives depend on our water resources. WRRA grants provide us with improved understanding of water-related issues and better technology to address them. Nearly half a century after the Water Resources Research grant program was first put in place, this program is just as relevant, just as critical, and deserves our support.

Mr. President, I ask unanimous consent that the text of the bill be printed in the RECORD.

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

S. 2104

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Water Resources Research Amendments Act of 2012''.

SEC. 2. WATER RESOURCES RESEARCH ACT AMENDMENTS.

(a) CONGRESSIONAL FINDINGS AND DECLARATIONS.—Section 102 of the Water Resources Research Act of 1984 (42 U.S.C. 10301) is amended—

(1) by redesignating paragraphs (7) through (9) as paragraphs (8) through (10), respectively;

(2) in paragraph (8) (as so redesignated), by striking ''and'' at the end; and

(3) by inserting after paragraph (6) the following:

''(7) additional research is required into increasing the effectiveness and efficiency of new and existing treatment works through alternative approaches, including—

''(A) nonstructural alternatives;

''(B) decentralized approaches;

''(C) water use efficiency; and

''(D) actions to reduce energy consumption or extract energy from wastewater;''.

(b) CLARIFICATION OF RESEARCH ACTIVITIES.—Section 104(b)(1) of the Water Resources Research Act of 1984 (42 U.S.C. 10303(b)(1)) is amended—

(1) in subparagraph (B)(ii), by striking ''water-related phenomena'' and inserting ''water resources''; and

(2) in subparagraph (D), by striking the period at the end and inserting ''; and''.

(c) COMPLIANCE REPORT.—Section 104(c) of the Water Resources Research Act of 1984 (42 U.S.C. 10303(c)) is amended—

(1) by striking ''From the'' and inserting ''(1) IN GENERAL.—From the''; and

(2) by adding at the end the following:

''(2) REPORT.—Not later than December 31 of each fiscal year, the Secretary shall submit to the Committee on Environment and Public Works of the Senate, the Committee on the Budget of the Senate, the Committee on Transportation and Infrastructure of the House of Representatives, and the Committee on the Budget of the House of Representatives a report regarding the compliance of each funding recipient with this subsection for the immediately preceding fiscal year.''.

(d) EVALUATION OF WATER RESOURCES RESEARCH PROGRAM.—Section 104 of the Water Resources Research Act of 1984 (42 U.S.C. 10303) is amended by striking subsection (e) and inserting the following:

''(e) EVALUATION OF WATER RESOURCES RESEARCH PROGRAM.—

''(1) IN GENERAL.—The Secretary shall conduct a careful and detailed evaluation of each institute at least once every 5 years to determine—

''(A) the quality and relevance of the water resources research of the institute;

''(B) the effectiveness of the institute at producing measured results and applied water supply research; and

''(C) whether the effectiveness of the institute as an institution for planning, conducting, and arranging for research warrants continued support under this section.

''(2) PROHIBITION ON FURTHER SUPPORT.—If, as a result of an evaluation under paragraph (1), the Secretary determines that an institute does not qualify for further support under this section, no further grants to the institute may be provided until the qualifications of the institute are reestablished to the satisfaction of the Secretary.''.

(e) AUTHORIZATION OF APPROPRIATIONS.—Section 104(f)(1) of the Water Resources Research Act of 1984 (42 U.S.C. 10303(f)(1)) is amended by striking ''$12,000,000 for each of fiscal years 2007 through 2011'' and inserting ''$7,500,000 for each of fiscal years 2012 through 2017''.

(f) ADDITIONAL APPROPRIATIONS WHERE RESEARCH FOCUSED ON WATER PROBLEMS OF INTERSTATE NATURE.—Section 104(g)(1) of the Water Resources Research Act of 1984 (42 U.S.C. 10303(g)(1)) is amended by striking ''$6,000,000 for each of fiscal years 2007 through 2011'' and inserting ''$1,500,000 for each of fiscal years 2012 through 2017''.

By Mr. LIEBERMAN (for himself, Ms. COLLINS, Mr. ROCKEFELLER, and Mrs. FEINSTEIN):

S. 2105. A bill to enhance the security and resiliency of the cyber and communications infrastructure of the United States; read the first time.

Mr. LIEBERMAN. Mr. President, I came to the floor to introduce the Cyber Security Act of 2012. I am here with Senator SUSAN COLLINS. I thank her for all the work we have done together in what has been a wonderfully bipartisan, nonpartisan relationship to deal with a very serious national problem. I am honored that we are joined in introducing this bill by the chairs of the two committees that have been most involved in questions of cyber security, chairman of the Commerce Committee, Senator ROCKEFELLER, and the chair of the Intelligence Committee of the Senate, Senator FEINSTEIN of California. We have also had the involvement of the chairs and others on the Foreign Relations Committee, Judiciary Committee, and Energy Committee. I am very proud this is a bill that Senators COLLINS and ROCKEFELLER and FEINSTEIN and I introduced today.

I wish to give particular thanks to the majority leader, Senator REID, for his unflagging support, based on his personal concern about cyber defenses and based on classified briefings he received on this problem. He pushed us to work across party and committee lines to pull the bill together that we are introducing today.

It is interesting to note—since there has been a lot of commentary in the last 24 hours about President Obama's budget—that President Obama has recognized, in the most tangible terms, the danger that confronts us by recommending adding at least $300 million in the coming year to our cyber security effort.

Still, I know that while it is February 14, 2012, those of us who have worked on this problem fear that when it comes to protecting America from cyber attack, it may be September 10, 2001, all over again. The question is whether America will confront this grave threat to our security before it happens, before our enemies attack.

We are being bled of our intellectual property every day by cyber thieves. The consequences of their thievery are very real to America's economy, our prosperity, and indeed our capacity to create jobs and hold the ones we have.

Enemies probe the weaknesses in our critical national assets every day, waiting until the time is right, through cyber attack, to cripple our economy or attack, for instance, a city's electric grid with the touch of a key on the other side of the world.

The fact is our cyber defenses are not what they should be, but such as they are they are blinking red. Yet, again, I fear we will not be able to connect the dots to prevent a 9/11-type cyber attack on America before it happens. The aim of this bill is to make sure we don't scramble here in Congress after such an attack to do what we can and should do today.

Intellectual property worth billions of dollars has already been stolen, giving our international competitors access in the global marketplace without ever having to invest a dime in research.

The fact is that even the most sophisticated companies are being penetrated, and our adversaries are using information learned in one intrusion to plan the next more sophisticated one.

Last year, the computer security firm McAfee conducted a study of 70 specific instances of data theft, and they issued a report on those instances. They included 13 defense contractors, 6 industrial plants, and 8 American and Canadian Government networks. Based on that report, the former vice president of McAfee, Dmitri Alperovitch, issued this ominous warning:

> I am convinced that every company in every conceivable industry with significant size and valuable intellectual property and trade secrets has been compromised—or will be shortly—with the great majority of the victims rarely discovering the intrusion or its impact.

In fact, I divide this entire set of Fortune Global 2000 firms into two categories: those that know they've been compromised and those that don't yet know.

These examples, of course, are deeply alarming, but in addition, lurking out in the ether are computer worms such as Stuxnet that can commandeer the computers that control heavy machinery and potentially allow an intruder to open and close key valves and switches in pipelines, refineries, factories, water and sewer systems, and electric plants in our country without detection by their operators.

Obviously, this capacity could be used by an enemy to attack our country and do damage not only comparable to 9/11 but far in excess of it. Depending on the target or targets, these kinds of cyber attacks could lead to terrible physical destruction, massive loss of life, massive evacuations, and, of course, widespread economic disruption.

Owners of these critical systems; that is, private sector owners—and, remember, most of private infrastructure in America is privately owned and is what this bill is talking about—have sometimes told us we don't need to worry about the security of their systems because they are not connected to the Internet. But the reality today is that is simply not correct. The experts have told us that a truly air-gapped system, as they call it; that is, one not connected to the Internet—is as rare as a blizzard in the Caribbean. If it exists, our best cyber experts have yet to see it. And Stuxnet has shown us it doesn't matter if a system is air gapped, because one thumb drive plugged into a computer can lead to an infection that spreads.

If we don't act now to secure our computer network, sometime in the future—and I believe it will be in the near future—we will be forced to act in the middle of a mega cyber crisis or right after one that has had an enormous, perhaps catastrophic, effect on our country. That is why we introduced this bill, and that is why we look forward to the debate on it, and why we hope it will pass and be enacted before a cyber catastrophe occurs in America.

Let me briefly describe some of the important work this bill does. First, it ensures the computer systems—private systems—that control our most critical infrastructure that are currently not secure are made secure. Our bill defines critical infrastructure narrowly to include those systems that, if brought down, or commandeered in a cyber attack would lead to mass casualties, evacuations of major population centers, the collapse of financial markets, or degradation of our national security. This is critical infrastructure. After identifying the precise systems that meet the definition of high risk, the Secretary of Homeland Security would, under our legislation, then work with the private sector operators of those systems to develop cyber security performance requirements based on risk assessments of those sectors. The private sector owners would then have some flexibility to meet those performance requirements with hardware or software they choose so long as it achieves the required level of security.

The Department of Homeland Security will not be picking technological winners and losers, so there is nothing in this bill that would stifle innovation. In fact, I think quite the contrary. If a company can show it already has met high security standards, it will be exempt from these requirements. The bill focuses on securing that which is not secure today, not on putting new requirements on industries that are doing everything they should be doing to protect themselves and our national security.

Once these improved security systems come on line, I think many companies will want to apply them to noncritical systems that are not covered by this bill as a way to protect the privacy of their employees and customers, as well as giving these companies the chance to offer secure e-commerce services. But that will be up to each company.

This bill also seeks to make compliance easier, more rational for covered critical infrastructure operators by creating a more streamlined and efficient cyber organization within the Department of Homeland Security. And at each step in the process created by our bill, the Department of Homeland Security must work with existing Federal regulators and the private sector they regulate to ensure no rules or regulations are put in place that duplicate or conflict with existing requirements. If a company feels the designation of its networks as critical infrastructure is somehow wrong, it has the right to appeal that decision through a system that the law requires DHS to set up or they can go to Federal district court.

This bill also establishes mechanisms for information sharing between the private sector and the Federal Government and among the private sector operators themselves.

Senator FEINSTEIN and her committee made a significant contribution to this part of our bill. This is important because computer security experts in the private and public sectors need to be able to share information, compare notes, in order to protect us against the evolving cyber threat.

Our proposal also creates appropriate security measures and oversight to protect privacy and preserve civil liberties. In fact, I was pleased to read recently that the American Civil Liberties Union said it had studied our bill and found it offers the greatest privacy protections of all the cyber security legislation that has been proposed.

I am going to jump forward a little so I can yield to my distinguished ranking member in a moment.

I have discussed some of the things the bill does, but I want to mention two it doesn't do.

One myth about this bill is that it contains a kill switch that would allow the President of the United States in an emergency to seize control of the Internet. There is nothing remotely like that in this bill. At one time we had considered language that would, in fact, have limited powers the President has under the Communications Act of 1934 to take over electronic communications in times of war. But that provision was so widely misunderstood or misrepresented that we dropped it rather than risk losing the chance to pass the rest of this urgently needed legislation.

I also want to make clear that nothing in this bill touches on any of the issues that quite recently have inflamed our consideration of the Stop Online Piracy Act or the Protect IP Act, known as PIPA. Many Members in the Chamber have, metaphorically speaking, scars that still show from that experience. No need to fear this bill. This bill does nothing to affect the day-to-day workings of the Internet. Internet piracy and copyright protections are important concerns in the digital age. We have to deal with that at some point, but they are simply not part of this bill.

One final thing I do want to deal with is a complaint from, among others, our Chamber of Commerce that we are ''rushing forward with legislation that has not been fully vetted.'' Not true. This bipartisan legislation has been 3 years in the making, and its outlines have not only been shared with stakeholders and the public but their input has helped shape this final version of the bill we are introducing today.

More than 20 hearings on cyber security have been held across seven different Senate committees, with dozens more held on questions related to cyber security. In fact, our own committee, since 2005, has held nine hearings on the subject and will hold another one

this Thursday where we will hear reactions to this bill.

I am very pleased to say that Senator REID continues to be very committed to seeing us do everything we can to adopt legislation to protect our American cyber systems. I believe it is the leader's intent to bring up this bill in the next work period. I hope so. Because the truth is, time is not on our side. We are not adequately protected at this moment, and the capabilities of those who are attacking us for economic reasons or who prepare to attack us for strategic reasons grows larger and larger.

I do want to say we have a growing number of companies in the private sector—information technology, cyber security and other companies in critical infrastructure areas—that are coming to support this bill. Two I want to mention are SISCO and Oracle, which gives you some sense of the range of support for the bill.

Bottom line, I think this is a subject around which we should have a good healthy debate, an open amendment process, and a bipartisan agreement, because this is not at all about regulation, it is about our most fundamental national economic security and public safety.

With that, I yield the floor to my distinguished ranking member, Senator COLLINS.

The PRESIDING OFFICER. The Senator from Maine.

Ms. COLLINS. Mr. President, I do rise today to introduce with the chairman of the Homeland Security Committee Senator LIEBERMAN, as well as Senator ROCKEFELLER and Senator FEINSTEIN, the Cyber Security Act of 2012. As always, it has been a great pleasure to work with my friend and colleague from Connecticut on what I believe is the most important initiative we have come together on since perhaps our 2004 Intelligence Reform and Terrorism Prevention Act.

I am also delighted that three Senate chairmen who have significant jurisdiction in this area—Senators LIEBERMAN, ROCKEFELLER, and FEINSTEIN—have come together. We have all worked very hard on this bill. I also want to commend the staff of our committee, which has worked extraordinarily hard over several years to produce this bill. Our legislation would provide the Federal Government and the private sector with the tools necessary to protect our most critical infrastructure from growing cyber threats.

Earlier this month, FBI Director Robert Mueller warned that the cyber threat will soon equal or surpass the threat from terrorism. He argued that we should be addressing the cyber threat with the same intensity we have applied to the terrorist threat.

Director of National Intelligence Jim Clapper made the point even more strongly. He described the cyber threat as:

> A profound threat to this country, to its future, its economy and its very being.

These warnings are the latest in a chorus of warnings from current and former officials. Last November, the Director of the Defense Advanced Research Projects Agency, or DARPA, warned that malicious cyber attacks threaten a growing number of the systems with which we interact each and every day—the electric grid, our water treatment plants, and key financial systems.

Similarly, GEN Keith Alexander, commander of U.S. Cyber Command, and director of the National Security Agency, has warned that the cyber vulnerabilities we face are extraordinary and characterized by ''a disturbing trend from exploitation to disruption to destruction. ''

As Senator LIEBERMAN has pointed out, the threat is not only to our national security but also to our economic well-being.

A study by the company, Norton, last year calculated the cost of global cyber crime at $114 billion annually. When combined with the value of time that victims lost due to cyber crime, this figure grows to $388 billion globally, which Norton described as ''significantly more'' than the global black market in marijuana, cocaine, and heroin combined.

In an op-ed last month titled, ''China's Cyber Thievery Is National Policy—And Must Be Challenged,'' former DNI Mike McConnell, former Homeland Security Secretary Michael Chertoff, and former Deputy Secretary of Defense William Lynn noted the ability of cyberterrorists to cripple our critical infrastructure, and they sounded an even more urgent alarm about the threat of economic cyber espionage.

Citing an October 2011 report to Congress by the Office of the National Counterintelligence Executive, they warned of the catastrophic impact that cyber espionage—particularly that pursued by China—could have on our economy and our competitiveness. They estimated that the cost easily means billions of dollars and millions of jobs. This threat is all the more menacing because it is being pursued by a global competitor seeking to steal the research and development of American firms to undermine our economic leadership.

The evidence of our cyber security vulnerability is overwhelming and compels us to act. As the chairman mentioned, since 2005, our Homeland Security Committee has held nine hearings on the cyber threat. In 2010, Chairman LIEBERMAN, Senator CARPER, and I introduced our cyber security bill, which was reported by the committee later that same year. Since last year, we have been working with Chairman ROCKEFELLER to merge our bill with legislation he has championed which was reported by the Commerce Committee.

Lately, after incorporating changes based on the feedback of our colleagues, the private sector, and the administration, we have produced a new version which we introduced today. Some of our colleagues have urged us to focus very narrowly on the Federal Information Security Management Act, as well as on Federal research and development, and improved information sharing. We do need to address those issues, and our bill does address those important issues.

Again, as did Senator LIEBERMAN, I commend Senator FEINSTEIN for her contributions in the area of improved information sharing, and Senator CARPER for the work he has done on the Federal Information Security Management Act. But the fact remains that with 85 percent of our Nation's critical infrastructure owned by the private sector, government also has a critical role in ensuring that the most vital parts of that critical infrastructure—those whose disruption could result in truly catastrophic consequences, such as mass casualties or mass evacuations—meet reasonable, risk-based performance standards.

In an editorial this week, the Washington Post concurred, writing that:

> Our critical systems have remained unprotected. To accept the status quo would be an unacceptable risk to U.S. national security.

The Post got it exactly right.

Some of our colleagues are skeptical about the need for any new regulations. There is no one who has worked harder than I have to oppose regulations that would unnecessarily burden our economy and cost us jobs. But we need to distinguish between regulations that hurt our economy and are not necessary and hinder our international competitiveness versus regulations that are necessary for our national security and that promote rather than hinder our economic prosperity, those that strengthen our economy and our Nation.

The fact is the risk-based performance requirements in our bill are targeted carefully. They only apply to specific systems and assets—not entire companies—that, if damaged, could reasonably be expected to result in mass casualties, huge evacuations, catastrophic economic damages, or a severe degradation of our national security. In other words, we are talking about truly catastrophic impacts. Moreover, the owners of critical infrastructure, not the government, would select and implement the cyber security measures the owners determine to be best suited to satisfy the risk-based cyber security performance requirements.

Our new bill would also require the Secretary of Homeland Security to select from among existing industry practices and standards or choose performance requirements proposed by the private sector—lots of collaboration and consultation. Only if none of these mitigates the risks identified through this public-private collaboration could the Secretary propose something different. That is extremely unlikely to happen.

The bill prohibits the regulation of the design and development of commercial IT products. It would require that existing requirements and current regulators be used wherever possible. The bill would allow Federal officials to waive the bill's requirements when existing regulations or security measures are already sufficiently robust.

As with our earlier versions of this bill, companies in substantial compliance with the performance requirements at the time of a cyber incident would receive liability protection from any punitive damages associated with an incident, giving them an incentive to comply.

The fact remains that improving cyber security is absolutely essential. We cannot afford to wait for a cyber 9/11 before taking action. The warnings could not be clearer about the vulnerabilities and the threat to our systems. Every single day nation states, terrorist groups, cyber criminals, and hackers probe our systems both in the public and the private sectors, and they have been successful over and over in their intrusions.

We don't want to look back after a catastrophic cyber event and say: Why didn't we act? How could we have ignored all of these warnings? So I would encourage our colleagues to continue to work with us and to come together and enact this vitally needed legislation.

Mr. President, I yield the floor.

Mr. ROCKEFELLER. Mr. President, when most Americans think of cyber security, they conjure up an image of somebody having a credit card number stolen, for example, or a prankster using their Twitter account or somebody downloading a movie without paying for it. And although that is all true and important, it is not dangerous. The internet is central to our lives, our economy, and our society. Any insecurity is a worry. I will expand.

We are here today because the experts are warning us that we are on the brink of something much worse, something that could bring down our economy, rip open our national security or even take lives. The prospect of mass casualty is what has propelled us to make cyber security a top priority for this year, to make it an issue that transcends political parties or ideology.

Consider the warning signs: Hackers now seem to be able to routinely crack the codes of our government agencies, including the most sensitive ones. They do so routinely with our Fortune 500 companies, and then everything in between. ADM Mike Mullen, former Joint Chiefs of Staff Chairman, said that a cyber security threat is the only other threat that is on the same level as Russia's stockpile of nuclear weapons—loose nukes, if you will. FBI Director Robert Mueller testified to Congress very recently that the cyber threat will soon overcome terrorism as the top national security focus of the FBI. Think about that—cyber threats will be as dangerous as terrorism.

Cyber threats and the prospects of a widespread cyber attack could potentially be as devastating to this country as the terrorist strikes that tore apart this country just 10 short years ago. How is that possible, you ask. Think about how many people could die if a cyber terrorist attacked our air traffic control system—both now and when it is made modern—and our planes slammed into one another or if rail-switching networks were hacked, causing trains carrying people—and more than that, perhaps hazardous material, toxic materials—to derail or collide in the midst of our most populated urban areas, such as Chicago, New York, San Francisco, Washington, DC, et cetera. What about an attack on networks that run a pipeline, refinery, or a chemical factory, causing temperature and pressure imbalance, leading to an explosion equivalent to a massive bomb, or an attack on a power grid, shutting down generators and killing electricity going into cities and our hospitals. In short, we are on the brink of what could be a calamity.

President Bush's last Director of National Intelligence and President Obama's first Director of National Intelligence in consecutive years said that cyber security was the major national security threat facing this Nation. Are we paying attention? We can act now and try to prepare ourselves as best we can or we can wait and we will be surprised with what happens.

I am here to argue that we should act now to prevent a cyber disaster. That is what this bill would do. Working with my friends Senator LIEBERMAN and Senator COLLINS, we have written legislation that I believe strikes the right balance, addressing the danger without putting an undue new set of regulations on business.

Our bill would determine the greatest cyber vulnerabilities throughout our critical infrastructure; protect and promote private sector innovation, creativity, and encourage private sector leadership and real accountability in securing their private systems; and improve threat and vulnerability information sharing between the government and the private sector, while protecting as best as we can privacy and civil liberties. It will improve the security of the Federal Government networks, including our most sensitive ones that are now being hacked into; clarify the roles and responsibilities of Federal agencies; strengthen our cyber workforce; coordinate cyber security research and development; and promote public awareness of cyber vulnerabilities to ensure a better informed and more alert citizenry, frankly.

Let me say again that this is bipartisan and was written to address the many concerns that surfaced 3 years ago when we first raised this issue and, frankly, when we started writing this bill. We held meetings with all sides and incorporated hundreds of specific suggestions and, in short, tried to do what we do with any important and large piece of legislation—make a lot of people really think deeply and come up with a compromise to which everyone can agree.

Earlier this month, an association of major high-tech companies praised our approach. Generally, they do. We have talked with industry, with the White House, with everybody hundreds of times over a period of 3 years, and in the end we settled on a plan that creates no new bureaucracy or heavy-handed regulation. However, it is premised on companies taking responsibility for securing their own networks, with government assistance as necessary. Will they do that?

I think back to 2000 and 2001 when we all saw signs of people moving in and out of the country. We were not quite sure what that meant. We saw dots appear to connect, but did they or didn't they? And we knew something new and something different and something dangerous just might be upon us, but we didn't drill down. Our intelligence and national security leadership took these matters very seriously, as best as they possibly could, but in the end not seriously enough. It was too late—September 11 happened.

Today, with a new set of warnings flashing before us on a different subject—cyber security and a wide range of new challenges to our security and our safety—we again face a choice: act now and put in place safeguards to protect this country and our people or act later when it is too late. I hope we act now.

By Mr. BROWN of Ohio (for himself, Mr. SANDERS, and Mr. UDALL of New Mexico):

S. 2108. A bill to amend the Workforce Investment Act of 1998 to provide for the establishment of Youth Corps programs and provide for wider dissemination of the Youth Corps model; to the Committee on Health, Education, Labor, and Pensions.

Mr. BROWN of Ohio. Mr. President, today, only 54 percent of Americans ages 18 to 24 have jobs—the lowest employment rate for young people since this data was first collected in 1948. It is a job deficit that cripples our economy in both the short-term and long-term. But it's also a deficit we can close if we do the right thing and invest in programs that help young people find the jobs they—and our economy—need. That is why I am introducing the Youth Corps Act of 2012.

The Youth Corps Act of 2012 would establish a competitive grant program in the Workforce Investment Act to expand the Youth Corps program across the Nation.

The Youth Corps is a direct descendent of President Franklin Delano Roosevelt's Civilian Conservation Corps, his most successful and popular New Deal program aimed at helping young men find employment during the Great Depression.

From 1933 to 1942, more than 3 million young men served in the Civilian

Conservation Corps dramatically improving the Nation's public land, while also receiving food, housing, education, and a small stipend. They helped plant nearly 3 billion trees to reforest the nation, constructed more than 800 parks nationwide, and built a network of public roadways in remote areas. In Ohio, their legacy persists across our State in organizations like the Muskingum Conservancy Watershed District, which provides the system that protects thousands of acres of land from flooding.

Today, more than 30,000 young men and women participate annually in the Youth Corps program in all 50 States and the District of Columbia. Some Corps members improve and preserve public lands and national parks, while others work with students in our Nation's public schools. Finally, some members provide disaster preparation and recovery services to underresourced communities.

The Youth Corps Act of 2012 would provide more young adults with the opportunity to experience Youth Corps, while ensuring a steady source of funding for these programs. Currently, funding for Youth Corps programs comes from a wide variety of sources, forcing many Corps to operate with uncertainty. By investing in Youth Corps, we are investing in our Nation's future teachers and principals, doctors and lawyers.

The men and women who participate in Youth Corps are selfless, dedicated, and passionate people. While some may have faced challenges during their childhood or struggled in school, all of them are interested in bridging the gap between education and opportunity that too often plagues our communities. With the guidance of an adult community leader, a modest stipend, and support services like education and career preparation, participants are able to gain valuable life and career skills.

Ohio is home to three Youth Corps programs: the WSOS Quilter Conservation Corps, City Year Cleveland, and City Year Columbus. Members of these Corps provide a great public service to the citizens of Ohio—a legacy like that of the CCC which will persist for generations.

The WSOS Quilter Conservation Corps members serve as Benefit and Tax Counselors, helping low-income individuals file their State and Federal taxes, apply for benefits like health care coverage, home energy assistance, child care subsidies and food stamps.

Members of City Year Cleveland and City Year Columbus serve as mentors and educators in our most challenged schools.

My daughter, Elizabeth, was a City Year Corps Member in Philadelphia, and my other daughter, Caitlin, was a member of City Year in Providence.

City Year is a national model on how each of us can serve our Nation. For this reason, we must invest more in these vital programs.

Each of these programs improves our state while providing skills to our Nation's future leaders. And for this reason, we must invest more in these important programs.

That is why I am proud to introduce the Youth Corps Act of 2012. By empowering our young people to serve their communities, we can help provide them with the skills they need to find jobs, strengthen our economy, and enrich our communities.

By Mr. KYL (for himself and Mr. MCCAIN):

S. 2109. A bill to approve the settlement of water rights claims of the Navajo Nation, the Hopi Tribe, and the allottees of the Navajo Nation and Hopi Tribe in the State of Arizona, to authorize construction of municipal water projects relating to the water rights claims, to resolve litigation against the United States concerning Colorado River operations affecting the States of California, Arizona, and Nevada, and for other purposes; to the Committee on Indian Affairs.

Mr. KYL. Mr. President, on behalf of Senator MCCAIN and myself, I am pleased to introduce the Navajo-Hopi Little Colorado River Water Rights Settlement Act of 2012. This is S. 2109.

It is propitious as the State of Arizona today celebrates its centennial—its 100th birthday—that we also have the opportunity to resolve significant water rights issues for the Navajo Nation, the Hopi Tribe, and water users throughout the Southwest. Indeed, the legal arguments for the claims being settled predate Arizona's induction into the Union. It is also worth noting that for more than two decades—more than 20 percent of Arizona's statehood time—hundreds of individuals in Arizona and here in Washington have worked hard to settle all these claims.

The protracted, and at times contentious, negotiations are a reflection of water's fundamental importance as well as the care and attention communities in the Southwest have given to managing this very limited resource. For many on the Navajo and Hopi Reservations, however, management of the resource is nothing more than a mirage.

It shocks the conscience in this day and age that many on the Navajo and Hopi Reservations only have access to the amount of water they can haul—in some instances literally by horse and wagon—to the remote reaches of the reservations. While this picture of conditions near Dilkon on the Navajo Reservation could be confused as a depiction of conditions at the time Arizona became a State in 1912, it was taken in just August of last year.

We can see that it depicts, as in many other areas of the reservation, that between one-third and one-half of the households lack complete plumbing facilities, with many families being forced to haul water significant distances. That is what we see depicted in this photograph. This has become a way of life on the reservation—a full-time job that limits economic opportunities and perpetuates a cycle of poverty. What is more, this lack of clean, readily available drinking water significantly impacts the health and safety of the Navajo and Hopi people. There are higher rates of disease and infant mortality and a lack of sufficient water supplies to meet fire-suppression needs. It is inconceivable in 2012 that Navajo and Hopi families are still living in these conditions.

Legally, the Navajo Nation and the Hopi Tribe may assert claims to larger quantities of water, but, as seen here, they do not have the means to make use of those supplies in a safe and productive manner. Among water law practitioners, the tribes may be said to have ''paper'' water, as opposed to ''wet'' water. Those claims are far-reaching, extending beyond the mesas and plateaus of northern Arizona and calling into question water uses even in California and Nevada.

The legislation we introduce today, however, would resolve many of those issues. In exchange for legal waivers, the Navajo Nation and the Hopi Tribe would receive critical drinking water infrastructure. The three groundwater projects contemplated by this act would deliver much needed drinking water supplies to the impoverished areas of the Navajo and Hopi Reservations.

It is also important to note that this settlement would facilitate water deliveries to the eastern part of the Navajo reservation through the Navajo-Gallup Water Supply Project, a project that has not only been approved by Congress but was one of 14 projects chosen by the President in October for expedited environmental review and permitting. Although that expedited project may deliver 6,411 acre-feet of water to Navajo communities in Arizona, such deliveries cannot occur until the Navajo claims in Arizona have been resolved. This settlement accomplishes that goal, reallocating water for delivery through the Navajo-Gallup pipeline.

Importantly, this settlement would not only inure to the benefit of the Navajo Nation and the Hopi Tribe, but it would also provide immeasurable benefits to non-Indian communities throughout Arizona, California, and Nevada. Without a settlement, resolution of the tribes' claims would take years, require parties to expend significant sums, create continued uncertainty concerning water supplies, and seriously impair the economic well-being of all of the parties to the settlement.

For example, municipalities, farmers, ranchers, and industrial water users in northern Arizona would be able to better plan for their water future without the uncertainty and expense of continuing costly litigation against the tribes. Likewise, water users from the Imperial Valley of California to the Las Vegas Strip would be

able to take comfort in the knowledge that lower Colorado River water-management regulations that they spent years developing would no longer be subject to challenge by the Navajo Nation.

In addition to resolving the tribes' claims to the Little Colorado River, this settlement sets the table for future negotiations regarding the lower Colorado River. The settlement, among other things, reserves water for future negotiation of those claims. In doing so, this bill acknowledges the importance of those settlement negotiations to the tribes and the non-Indian communities throughout the Southwest.

I have had the privilege to work on a number of water settlements throughout my career. Each has been rewarding and served to meet significant needs for both the American Indian and non-Indian communities involved. In that same regard, I am pleased to have had the opportunity to work with the many parties who have negotiated this settlement, and I am committed to bringing it to fruition through congressional enactment.

I believe this bill represents the best opportunity for all of the parties and for the American taxpayer to achieve a fair result. The settlement resolves significant legal claims, limits legal exposure, avoids protracted litigation costs, and, most important, saves lives. Therefore, I urge my colleagues to support this legislation.

As we move forward with the request for hearings that we will need to hold and hopefully, after that, bringing this legislation, after properly marking it up, to the floor of the Senate, Senator MCCAIN and I will have much more to say about how the settlement came about, what its importance is to the people of Arizona, describing the legal consequences of it, and what it means to the future of my State.

I am particularly pleased that all of the parties in Arizona—literally hundreds of people came together to reach an agreement that we could then embody in legislation that I could introduce on the day of Arizona's birthday, its centennial, its 100th birthday, as another important event in the history of our State. I think it would be a fitting birthday present to the people of the State Arizona if our colleagues will help us in ensuring that this legislation can be adopted in this centennial year.

Mr. President, I ask unanimous consent that the text of the bill be printed in the RECORD.

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

S. 2109

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the ''Navajo-Hopi Little Colorado River Water Rights Settlement Act of 2012''.

(b) TABLE OF CONTENTS.—The table of contents of this Act is as follows:

SEC. 2. FINDINGS.

Congress finds that—

(1) it is the policy of the United States, in keeping with the trust responsibility of the United States to Indian tribes, to settle Indian water rights claims whenever possible without lengthy and costly litigation;

(2) the water rights settlements described in paragraph (1) typically require congressional review and approval;

(3) the Navajo Nation and the United States, acting as trustee for the Navajo Nation and allottees of the Navajo Nation, claim the right to an unquantified amount of water from the Little Colorado River system and source;

(4) the Navajo Nation claims the right to an unquantified amount of water from the lower basin of the Colorado River and has challenged the legality of the Colorado River Interim Surplus Guidelines, the Colorado River Quantification Settlement Agreement of the State of California, interstate water banking regulations, and Central Arizona Project water deliveries;

(5) the defendants in the action described in paragraph (4) include—

(A) the Department of the Interior, including the Bureau of Reclamation and the Bureau of Indian Affairs, and

(B) intervenor-defendants, including—

(i) the Southern Nevada Water Authority;

(ii) the Colorado River Commission of Nevada;

(iii) the State of Arizona;

(iv) the State of Nevada;

(v) the Central Arizona Water Conservation District;

(vi) the Southern California Metropolitan Water District;

(vii) the Imperial Irrigation District;

(viii) the Coachella Valley Water District;

(ix) the Arizona Power Authority;

(x) the Salt River Project Agricultural Improvement and Power District; and

(xi) the Salt River Valley Water Users Association;

(6) the Hopi Tribe and the United States, acting as trustee for the Hopi Tribe and allottees of the Hopi Tribe, claim the right to an unquantified amount of water from the Little Colorado River system and source; and

(7) consistent with the policy of the United States, this Act settles the water rights claims of the Navajo Nation, allottees of the Navajo Nation, the Hopi Tribe, and allottees of the Hopi Tribe by providing drinking water infrastructure to the Navajo Nation and the Hopi Tribe in exchange for limiting the legal exposure and litigation expenses of the United States, the States of Arizona and Nevada, and agricultural, municipal, and industrial water users in the States of Arizona, Nevada, and California.

SEC. 3. PURPOSES.

The purposes of this Act are—

(1) to resolve, fully and finally—

(A) any and all claims to the Little Colorado River system and source in the State of Arizona of—

(i) the Navajo Nation, on behalf of itself and the members of the Navajo Nation;

(ii) the United States, acting as trustee for the Navajo Nation, the members of the Navajo Nation, and allottees of the Navajo Nation;

(iii) the Hopi Tribe, on behalf of itself and the members of the Hopi Tribe; and

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

(B) any and all claims to the Gila River system and source in the State of Arizona of the Navajo Nation, on behalf of itself and the members of the Navajo Nation;

(2) to approve, ratify, and confirm the settlement agreement entered into among the Navajo Nation, the Hopi Tribe, the United States, the State of Arizona, and any other party;

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

(4) to authorize any actions and appropriations necessary for the United States to fulfill the duties and obligations of the United States to the Navajo Nation, allottees of the Navajo Nation, the Hopi Tribe, and allottees of the Hopi Tribe, as provided in the settlement agreement and this Act.

SEC. 4. DEFINITIONS.

In this Act:

(1) 1934 ACT CASE.—The term ''1934 Act case'' means the litigation styled Honyoama v. Shirley, Case No. CIV 74–842–PHX–EHC (D. Ariz. 2006).

(2) ABSTRACT.—The term ''abstract'' means a summary of water rights or uses held or owned by any person, as represented in a form substantially similar to the form attached as exhibit 3.1.4 to the settlement agreement.

(3) AFY.—The term ''afy'' means acre-feet per year.

(4) ALLOTMENT.—The term ''allotment'' means an allotment that—

(A) was originally allotted to an individual identified as a Navajo or Hopi Indian in the allotting document;

(B) is located—

(i) within the exterior boundaries of the Navajo Reservation;

(ii) within the exterior boundaries of the Hopi Reservation; or

(iii) on land that is—

(I) off-reservation land; and

(II) within Apache, Coconino, or Navajo County, in the State; and

(C) is held in trust by the United States for the benefit of an allottee.

(5) ALLOTTEE.—The term ''allottee'' means a person who holds a beneficial real property interest in an allotment.

(6) AVAILABLE CAP SUPPLY.—The term ''available CAP supply'' means, for any given year—

(A) all fourth priority Colorado River water available for delivery through the CAP system;

(B) water available from CAP dams and reservoirs other than Modified Roosevelt Dam; and

(C) return flows captured by the Secretary for CAP use.

(7) CAP CONTRACT.—The term ''CAP contract'' means a long-term contract or subcontract, as those terms are used in the CAP repayment stipulation, for delivery of CAP water.

(8) CAP CONTRACTOR.—The term ''CAP contractor'' means a person or entity that has entered into a long-term contract or subcontract (as those terms are used in the CAP repayment stipulation) with the United States or the United States and the Central Arizona Water Conservation District for delivery of water through the CAP system.

(9) CAP FIXED OM&R CHARGE.—The term ''CAP fixed OM&R charge'' means ''Fixed OM&R Charge'', as that term is defined in the CAP repayment stipulation.

(10) CAP M&I PRIORITY WATER.—The term ''CAP M&I priority water'' means the CAP water that has a municipal and industrial delivery priority under the CAP repayment contract.

(11) CAP NIA PRIORITY WATER.—The term ''CAP NIA priority water'' means the CAP water deliverable under a CAP contract providing for the delivery of non-Indian agricultural priority water.

(12) CAP OPERATING AGENCY.—

(A) IN GENERAL.—The term ''CAP operating agency'' has the meaning given the term in section 2 of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3478).

(B) ADMINISTRATION.—As of the date of enactment of this Act, the ''CAP operating agency'' is the Central Arizona Water Conservation District.

(13) CAP PUMPING ENERGY CHARGE.—The term ''CAP pumping energy charge'' means ''Pumping Energy Charge'', as that term is defined in the CAP repayment stipulation.

(14) CAP REPAYMENT CONTRACT.—The term ''CAP repayment contract'' has the meaning given the term in section 2 of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3478).

(15) CAP REPAYMENT STIPULATION.—The term ''CAP repayment stipulation'' means the Stipulated Judgment and the Stipulation for Judgment (including exhibits), entered on November 21, 2007, in the case styled Central Arizona Water Conservation District v. United States, et al., No. CIV 95–625–TUC–WDB (EHC), No. CIV 95–1720–PHX–EHC (Consolidated Action), United States District Court for the District of Arizona (including any amendments or revisions).

(16) CAP SYSTEM.—The term ''CAP system'' has the meaning given the term in section 2 of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3478).

(17) CAP WATER.—The term ''CAP water'' means ''Project Water'', as that term is defined in the CAP repayment stipulation.

(18) CENTRAL ARIZONA PROJECT OR CAP.—The term ''Central Arizona Project'' or ''CAP'' means the Federal reclamation project authorized and constructed by the United States in accordance with title III of the Colorado River Basin Project Act (43 U.S.C. 1521 et seq.).

(19) CENTRAL ARIZONA WATER CONSERVATION DISTRICT.—The term ''Central Arizona Water Conservation District'' means the political subdivision of the State that is the contractor under the CAP repayment contract.

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

(21) COLORADO RIVER SYSTEM.—The term ''Colorado River system'' has the meaning given the term in article II(a) of the Colorado River Compact.

(22) COMMISSIONER.—The term ''Commissioner'' means the Commissioner of Reclamation.

(23) DECREE.—The term ''decree'', when used without a modifying adjective, means—

(A) the decree of the Supreme Court in the case styled Arizona v. California (376 U.S. 340 (1964));

(B) the Consolidated Decree entered on March 27, 2006 (547 U.S. 150), in the case described in subparagraph (A); and

(C) any modifications to the decrees described in subparagraphs (A) and (B).

(24) DIVERT.—The term ''divert'' means to receive, withdraw, develop, produce, or capture groundwater, surface water, Navajo Nation CAP water, or effluent by means of a ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, other mechanical device, or any other human act, including the initial impoundment of that water.

(25) EFFLUENT.—

(A) IN GENERAL.—The term ''effluent'' means water that—

(i) has been used in the State for domestic, municipal, or industrial purposes; and

(ii) is available for use for any purpose.

(B) EXCLUSION.—The term ''effluent'' does not include water that has been used solely for hydropower generation.

(26) FOURTH PRIORITY COLORADO RIVER WATER.—The term ''fourth priority Colorado River water'' means Colorado River water that is available for delivery in the State for satisfaction of entitlements—

(A) pursuant to contracts, Secretarial reservations, perfected rights, and other arrangements between the United States and water users in the State entered into or established subsequent to September 30, 1968, for use on Federal, State, or privately owned land in the State, in a total quantity that does not exceed 164,652 afy of diversions; and

(B) after first providing for the delivery of water under section 304(e) of the Colorado River Basin Project Act (43 U.S.C. 1524(e)), pursuant to the CAP repayment contract for the delivery of Colorado River water for the CAP, including use of Colorado River water on Indian land.

(27) GILA RIVER ADJUDICATION.—The term ''Gila River adjudication'' means the action pending in the Superior Court of the State of Arizona in and for the County of Maricopa styled In Re the General Adjudication of All Rights To Use Water In The Gila River System and Source, W–1 (Salt), W–2 (Verde), W–3 (Upper Gila), W–4 (San Pedro) (Consolidated).

(28) GILA RIVER ADJUDICATION COURT.—The term ''Gila River adjudication court'' means the Superior Court of the State of Arizona in and for the County of Maricopa, exercising jurisdiction over the Gila River adjudication.

(29) GILA RIVER ADJUDICATION DECREE.—The term ''Gila River adjudication decree'' means the judgment or decree entered by the Gila River adjudication court, which shall be in substantially the same form as the form of judgment attached to the settlement agreement as exhibit 3.1.49.

(30) GROUNDWATER.—The term ''groundwater'' means all water beneath the surface of the earth within the State that is not—

(A) surface water;

(B) underground water within the Upper Basin;

(C) Lower Colorado River water; or

(D) effluent.

(31) HOPI FEE LAND.—The term ''Hopi fee land'' means land, other than Hopi trust land, that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Hopi Reservation; and

(C) as of the LCR enforceability date, is owned by the Hopi Tribe, including ownership through a related entity.

(32) HOPI GROUNDWATER PROJECT.—The term ''Hopi Groundwater Project'' means the project carried out in accordance with section 103(b).

(33) HOPI GROUNDWATER PROJECT ACCOUNT.—The term ''Hopi Groundwater Project Account'' means the account created in the Treasury of the United States pursuant to section 104(c).

(34) HOPI LAND.—The term ''Hopi land'' means—

(A) the Hopi Reservation;

(B) Hopi trust land; and

(C) Hopi fee land.

(35) HOPI OM&R TRUST ACCOUNT.—The term ''Hopi OM&R Trust Account'' means the account created in the Treasury of the United States pursuant to section 104(d).

(36) HOPI RESERVATION.—

(A) IN GENERAL.—The term ''Hopi Reservation'' means the land within the exterior boundaries of the Hopi Reservation, including—

(i) all land withdrawn by the Executive Order dated December 16, 1882, and in which the Hopi Tribe is recognized as having an exclusive interest in the case styled Healing v. Jones, Case No. CIV-579 (D. Ariz. September 28, 1962), or that was partitioned to the Hopi Tribe in accordance with section 4 of the Act of December 22, 1974 (Public Law 93–531; 88 Stat. 1713), and codified in the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301);

(ii) all land partitioned to the Hopi Tribe by Judgment of Partition, dated February 10, 1977, in the case styled Sekaquaptewa v. MacDonald, Case No. CIV–579–PCT–JAW (D. Ariz.);

(iii) all land recognized as part of the Hopi Reservation in the 1934 Act case; and

(iv) all individual allotments made to members of the Hopi Tribe within the boundaries of the Hopi Reservation.

(B) MAP.—

(i) IN GENERAL.—The ''Hopi Reservation'' is also depicted more particularly on the map attached to the settlement agreement as exhibit 3.1.100.

(ii) APPLICABILITY.—In case of a conflict relating to the ''Hopi Reservation'' as depicted on the map under clause (i) and the definition in subparagraph (A), the definition under subparagraph (A) shall control.

(C) EXCLUSION.—The term ''Hopi Reservation'' does not include any land held in trust by the United States for the benefit of the Navajo Nation within the exterior boundaries of the Hopi Reservation.

(37) HOPI TRIBE.—The term ''Hopi Tribe'' means the Hopi Tribe, a Tribe of Hopi Indians organized under section 16 of the Act of June 18, 1934 (25 U.S.C. 476) (commonly known as the ''Indian Reorganization Act'').

(38) HOPI TRUST LAND.—The term ''Hopi trust land'' means land that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Hopi Reservation; and

(C) as of the LCR enforceability date, is held in trust by the United States for the benefit of the Hopi Tribe.

(39) INDIAN TRIBE.—The term ''Indian tribe'' has the meaning given the term in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b).

(40) INJURY TO QUALITY OF LOWER COLORADO RIVER WATER.—The term ''injury to quality of Lower Colorado River water'' means—

(A) any diminution or degradation of the quality of Lower Colorado River water due to a change in the salinity or concentration of naturally occurring chemical constituents of Lower Colorado River water; and

(B) any effect of a change described in subparagraph (A) if the change and effect of the change are due to the withdrawal, diversion, or use of Lower Colorado River water.

(41) INJURY TO RIGHTS TO LOWER COLORADO RIVER WATER.—The term ''injury to rights to Lower Colorado River water'' means any interference with, diminution of, or deprivation of the right of any entity to Lower Colorado River water under applicable law.

(42) INJURY TO WATER QUALITY.—The term ''injury to water quality'' means—

(A) any diminution or degradation of the quality of water due to a change in the salinity or concentration of naturally occurring chemical constituents of water; and

(B) any effect of a change described in subparagraph (A) if the change and effect of the change are due to the withdrawal, diversion, or use of water.

(43) INJURY TO WATER RIGHTS.—The term ''injury to water rights'' means an interference with, diminution of, or deprivation of, water rights under applicable law.

(44) LCR.—The term ''LCR'' means the Little Colorado River, a tributary of the Colorado River in Arizona.

(45) LCR ADJUDICATION.—The term ''LCR adjudication'' means the action pending in the Superior Court of the State of Arizona in and for the County of Apache styled In Re the General Adjudication of All Rights To Use Water In The Little Colorado River System and Source, CIV No. 6417.

(46) LCR ADJUDICATION COURT.—The term ''LCR adjudication court'' means the Superior Court of the State of Arizona in and for the County of Apache, exercising jurisdiction over the LCR adjudication.

(47) LCR DECREE.—The term ''LCR decree'' means the judgment and decree entered by the LCR adjudication court, which shall be in substantially the same form as the form of judgment attached to the settlement agreement as exhibit 3.1.70.

(48) LCR ENFORCEABILITY DATE.—The term ''LCR enforceability date'' means the date on which the Secretary publishes in the Federal Register the statement of findings described in section 108(a).

(49) LCR WATERSHED.—The term ''LCR watershed'' means all land located within the surface water drainage of the LCR and the tributaries of the LCR in the State.

(50) LEE FERRY.—The term ''Lee Ferry'' has the meaning given the term in article II(e) of the Colorado River Compact.

(51) LOWER BASIN.—The term ''lower basin'' has the meaning given the term in article II(g) of the Colorado River Compact.

(52) LOWER COLORADO RIVER.—The term ''Lower Colorado River'' means the portion of the Colorado River that is in the United States and downstream from Lee Ferry, including any reservoirs on that portion of the Colorado River.

(53) LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.—The term ''Lower Colorado River Basin Development Fund'' means the fund established by section 403 of the Colorado River Basin Project Act (43 U.S.C. 1543).

(54) LOWER COLORADO RIVER WATER.—

(A) IN GENERAL.—The term ''Lower Colorado River water'' means the waters of the Lower Colorado River, including—

(i) the waters of the reservoirs on the Lower Colorado River;

(ii) the waters of the tributaries to the Lower Colorado River, other than—

(I) tributaries located within the State;

(II) tributaries located within the Western Navajo Colorado River Basin; or

(III) tributaries of the LCR in the State of New Mexico;

(iii) all underground water that is hydraulically connected to the Lower Colorado River; and

(iv) all underground water that is hydraulically connected to tributaries to the Lower Colorado River, other than—

(I) tributaries located within the State;

(II) tributaries located within the Western Navajo Colorado River Basin; or

(III) tributaries of the LCR in the State of New Mexico.

(B) APPLICABILITY.—The definition of the term ''Lower Colorado River water'' in subparagraph (A) and any definition of the term included in the settlement agreement—

(i) shall apply only to this Act and the settlement agreement, as applicable; and

(ii) shall not be used in any interpretation of—

(I) the Colorado River Compact;

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

(III) the Colorado River Basin Project Act (43 U.S.C. 1501 et seq.); or

(IV) any contract or agreement entered into pursuant to the documents described in subclauses (I) through (III).

(55) NAVAJO FEE LAND.—The term ''Navajo fee land'' means land, other than Navajo trust land, that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Navajo Reservation; and

(C) as of the LCR enforceability date, is owned by the Navajo Nation, including through a related entity.

(56) NAVAJO-GALLUP WATER SUPPLY PROJECT.—The term ''Navajo-Gallup water supply project'' means the project authorized, constructed, and operated pursuant to the Northwestern New Mexico Rural Water Projects Act (Public Law 111–11; 123 Stat. 1368).

(57) NAVAJO GENERATING STATION.—The term ''Navajo generating station'' means the Navajo generating station, a steam electric generating station located on the Navajo Reservation near Page, Arizona, and consisting of Units 1, 2, and 3, the switchyard facilities, and all facilities and structures used or related to the Navajo generating station.

(58) NAVAJO GROUNDWATER PROJECTS.—The term ''Navajo Groundwater Projects'' means the projects carried out in accordance with section 103(a).

(59) NAVAJO GROUNDWATER PROJECTS ACCOUNT.—The term ''Navajo Groundwater Projects Account'' means the account created in the Treasury of the United States pursuant to section 104(a).

(60) NAVAJO LAND.—The term ''Navajo land'' means—

(A) the Navajo Reservation;

(B) Navajo trust land; and

(C) Navajo fee land.

(61) NAVAJO NATION.—

(A) IN GENERAL.—The term ''Navajo Nation'' means the Navajo Nation, a body politic and federally recognized Indian nation, as provided in the notice of the Department of the Interior entitled ''Indian Entities Recognized and Eligible To Receive Services From The United States Bureau of Indian Affairs'' (75 Fed. Reg. 60810 (October 1, 2010)) published pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 479a–1)).

(B) INCLUSIONS.—

(i) IN GENERAL.—The term ''Navajo Nation'' includes—

(I) the Navajo Tribe;

(II) the Navajo Tribe of Arizona, New Mexico & Utah;

(III) the Navajo Tribe of Indians; and

(IV) other similar names.

(ii) BANDS AND CHAPTERS.—The term ''Navajo Nation'' includes all bands of Navajo Indians and chapters of the Navajo Nation.

(62) NAVAJO NATION CAP WATER.—The term ''Navajo Nation CAP water'' means the 6,411 afy of the CAP NIA priority water retained by the Secretary pursuant to section 104(a)(1)(B)(ii) of the Arizona Water Settlements Act of 2004 (Public Law 108–451; 118 Stat. 3487) and reallocated to the Navajo Nation pursuant to section 202(a) of this Act.

(63) NAVAJO NATION WATER DELIVERY CONTRACT.—The term ''Navajo Nation water delivery contract'' means the contract entered into pursuant to the settlement agreement and section 202(c) of this Act for the delivery of Navajo Nation CAP water.

(64) NAVAJO OM&R TRUST ACCOUNT.—The term ''Navajo OM&R Trust Account'' means the account created in the Treasury of the United States pursuant to section 104(b).

(65) NAVAJO PROJECT LEASE.—The term ''Navajo Project lease'' means the Indenture of Lease made and entered into on September 29, 1969, between—

(A) the Navajo Nation, as lessor; and

(B) lessees—

(i) the Arizona Public Service Company (including any successor or assignee);

(ii) the Department of Water and Power of the City of Los Angeles (including any successor or assignee);

(iii) the Nevada Power Company (including any successor or assignee);

(iv) the Salt River Project Agricultural Improvement and Power District (including any successor or assignee); and

(v) the Tucson Gas & Electric Company (including any successor or assignee).

(66) NAVAJO PROJECT LESSEES.—The term ''Navajo Project lessees'' means the lessees described in paragraph (65)(B).

(67) NAVAJO RESERVATION.—

(A) IN GENERAL.—The term ''Navajo Reservation'' means land that is within the exterior boundaries of the Navajo Reservation in the State, as defined by the Act of June 14, 1934 (48 Stat. 960, chapter 521), including—

(i) all land—

(I) withdrawn by the Executive Order dated December 16, 1882, and partitioned to the Navajo Nation in accordance with the Act of December 22, 1974 (Public Law 93–531; 88 Stat. 1713), and codified in the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301); and

(II) partitioned to the Navajo Nation by Judgment of Partition, dated February 10, 1977, in the case styled Sekaquaptewa v. MacDonald, Case No. CIV–579–PCT–JAW (D. Ariz.); and

(ii) all land taken into trust as a part of the Navajo Reservation pursuant to section 11 of the Act of December 22, 1974 (25 U.S.C. 640d-10) and codified in the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301).

(B) MAP.—

(i) IN GENERAL.—The ''Navajo Reservation'' is also depicted more particularly on the map attached to the settlement agreement as exhibit 3.1.100.

(ii) APPLICABILITY.—In case of a conflict relating to the ''Navajo Reservation'' as depicted on the map under clause (i) and the definition in subparagraph (A), the map under clause (i) shall control.

(C) EXCLUSION.—Except as provided in paragraph (36)(C), the term ''Navajo Reservation'' does not include any land within the boundaries of the Hopi Reservation.

(68) NAVAJO TRUST LAND.—The term ''Navajo trust land'' means land that—

(A) is located in the State;

(B) is located outside the exterior boundaries of the Navajo Reservation; and

(C) as of the LCR enforceability date, is held in trust by the United States for the benefit of the Navajo Nation.

(69) NORVIEL DECREE.—The term ''Norviel Decree'' means the final decree of the State of Arizona Superior Court in and for the County of Apache in the case styled The St. John's Irrigation Company and the Meadows Reservoir Irrigation Company, et al. v. Round Valley Water Storage & Ditch Company, Eagar Irrigation Company, Springerville Water Right and Ditch Company, et al., Case No. 569 (Apr. 29, 1918), including any modifications to the final decree.

(70) OM&R.—The term ''OM&R'' means operation, maintenance, and replacement.

(71) PARTY.—The term ''party'' means a person who is a signatory to the settlement agreement.

(72) PEABODY.—The term ''Peabody'' means the Peabody Western Coal Company, including any affiliate or successor of the Peabody Western Coal Company.

(73) PERSON.—

(A) IN GENERAL.—The term ''person'' means—

(i) an individual;

(ii) a public or private corporation;

(iii) a company;

(iv) a partnership;

(v) a joint venture;

(vi) a firm;

(vii) an association;

(viii) a society;

(ix) an estate or trust;

(x) a private organization or enterprise;

(xi) the United States;

(xii) an Indian tribe;

(xiii) a State, territory, or country;

(xiv) a governmental entity; and

(xv) a political subdivision or municipal corporation organized under or subject to the constitution and laws of the State.

(B) INCLUSIONS.—The term ''person'' includes an officer, director, agent, insurer, representative, employee, attorney, assign, subsidiary, affiliate, enterprise, legal representative, any predecessor and successor in interest and any heir of a predecessor and successor in interest of a person.

(74) PRECONSTRUCTION ACTIVITY.—

(A) IN GENERAL.—The term ''preconstruction activity'' means the work associated with the preplanning, planning, and design phases of construction, as those terms are defined in paragraphs (1) through (3) of section 900.112(a) of title 25, Code of Federal Regulations (or successor regulation).

(B) INCLUSION.—The term ''preconstruction activity'' includes activities described in section 900.112(b) of title 25, Code of Federal Regulations (or successor regulation).

(75) RAILROAD GRANTED LAND.—The term ''Railroad granted land'' means the land granted (including Federal rights-of-way and easements) to Navajo Project lessees in accordance with sections 1.16 and 2 of the grant issued by the Secretary and dated January 19, 1971.

(76) RIGHTS TO LOWER COLORADO RIVER WATER.—The term ''rights to Lower Colorado River water'' means any and all rights in or to Lower Colorado River water under applicable law.

(77) SECRETARY.—The term ''Secretary'' means the Secretary of the Interior (or the designee of the Secretary).

(78) SETTLEMENT AGREEMENT.—

(A) IN GENERAL.—The term ''settlement agreement'' means the 2012 agreement, including exhibits, entitled the ''Navajo-Hopi Little Colorado River Water Rights Settlement Agreement''.

(B) INCLUSIONS.—The term ''settlement agreement'' includes—

(i) any amendments necessary to make the settlement agreement consistent with this Act; and

(ii) any other amendments approved by the parties to the settlement agreement and the Secretary.

(79) STATE.—The term ''State'' means the State of Arizona.

(80) STATE IMPLEMENTING LAW.—The term ''State implementing law'' means a law enacted by the State that includes terms that are substantially similar to the terms of the settlement agreement and attached to the settlement agreement as exhibit 3.1.128.

(81) SURFACE WATER.—

(A) IN GENERAL.—The term ''surface water'' means all water in the State that is appropriable under State law.

(B) EXCLUSIONS.—The term ''surface water'' does not include—

(i) appropriable water that is located within the upper basin; or

(ii) Lower Colorado River water.

(82) UNDERGROUND WATER.—

(A) IN GENERAL.—The term ''underground water'' means all water beneath the surface of the earth within the boundaries of the State, regardless of the legal characterization of that water as appropriable or non-appropriable under applicable law.

(B) EXCLUSION.—The term ''underground water'' does not include effluent.

(83) UPPER BASIN.—The term ''upper basin'' has the meaning given the term in article II(f) of the Colorado River Compact.

(84) UPPER BASIN COMPACT.—The term ''Upper Basin Compact'' means the Upper Colorado River Basin Compact of 1948, as ratified and reprinted in article 3 of chapter 7 of title 45, Arizona Revised Statutes.

(85) UPPER BASIN WATER.—The term ''upper basin water'' means the waters of the upper basin.

(86) WATER.—The term ''water'', when used without a modifying adjective, means—

(A) groundwater;

(B) surface water; and

(C) effluent.

(87) WATER RIGHT.—The term ''water right'' means any right in or to water under Federal, State, or law.

(88) WESTERN NAVAJO COLORADO RIVER BASIN.—The term ''Western Navajo Colorado River Basin'' means the portions of the Navajo Reservation that are located in the lower basin and outside of the LCR watershed.

(89) WINDOW ROCK.—The term ''Window Rock'' means the geographical area in the State to be served by the Navajo-Gallup water supply project, which shall include Window Rock, Arizona.

TITLE I—NAVAJO-HOPI LITTLE COLORADO RIVER WATER RIGHTS SETTLEMENT AGREEMENT

SEC. 101. RATIFICATION AND EXECUTION OF THE NAVAJO-HOPI LITTLE COLORADO RIVER WATER RIGHTS SETTLEMENT AGREEMENT.

(a) IN GENERAL.—Except to the extent that any provision of the settlement agreement conflicts with this Act, the settlement agreement is authorized, ratified, and confirmed.

(b) AMENDMENTS TO SETTLEMENT AGREEMENT.—If an amendment to the settlement agreement is executed to make the settlement agreement consistent with this Act, the amendment is authorized, ratified, and confirmed.

(c) EXECUTION OF SETTLEMENT AGREEMENT.—To the extent the settlement agreement does not conflict with this Act, the Secretary shall promptly execute—

(1) the settlement agreement, including all exhibits to the settlement agreement requiring the signature of the Secretary; and

(2) any amendments to the settlement agreement, including any amendment to any exhibit to the settlement agreement requiring the signature of the Secretary, necessary to make the settlement agreement consistent with this Act.

(d) DISCRETION OF THE SECRETARY.—The Secretary may execute any other amendment to the settlement agreement, including any amendment to any exhibit to the settlement agreement requiring the signature of the Secretary, that is not inconsistent with this Act if the amendment does not require congressional approval pursuant to the Trade and Intercourse Act (25 U.S.C. 177) or other applicable Federal law (including regulations).

SEC. 102. WATER RIGHTS.

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

(1) NAVAJO NATION WATER RIGHTS.—All water rights of the Navajo Nation for the Navajo Reservation and land held in trust by the United States for the Navajo Nation and allottees of the Navajo Nation and all Navajo Nation CAP water shall be held in trust by the United States for the benefit of the Navajo Nation and allottees of the Navajo Nation, respectively.

(2) HOPI TRIBE WATER RIGHTS.—All water rights of the Hopi Tribe for the Hopi Reservation and land held in trust by the United States for the Hopi Tribe and allottees of the Hopi Tribe shall be held in trust by the United States for the benefit of the Hopi Tribe and allottees of the Hopi Tribe, respectively.

(b) FORFEITURE AND ABANDONMENT.—Any water right held in trust by the United States under subsection (a) shall not be subject to loss by nonuse, forfeiture, abandonment, or any other provision of law.

(c) USE OF WATER DIVERTED FROM LCR WATERSHED.—

(1) IN GENERAL.—Notwithstanding any other provision of law, the Navajo Nation may—

(A) divert surface water or groundwater described in paragraph 4.0 of the settlement agreement; and

(B) subject to the condition that the water remain on the Navajo Reservation, move any water diverted under subparagraph (A) out of the LCR watershed for use by the Navajo Nation.

(2) EFFECT OF DIVERSION.—Any water diverted and moved out of the LCR watershed pursuant to paragraph (1)—

(A) shall be considered to be a part of the LCR; and

(B) shall not be considered to be part of, or charged against, the consumptive use apportionment made—

(i) to the State by article III(a)(1) of the Upper Basin Compact; or

(ii) to the upper basin by article III(a) of the Colorado River Compact.

(d) WATER RIGHTS OF ALLOTTEES.—

(1) NAVAJO RESERVATION ALLOTMENTS.—

(A) IN GENERAL.—The right of an allottee (and of the United States acting as trustee for an allottee), to use water on an allotment located on the Navajo Reservation shall be—

(i) satisfied solely from the water secured to the Navajo Nation (and to the United States acting as trustee for the Navajo Nation) by the LCR decree; and

(ii) subject to the terms of the LCR decree.

(B) ADMINISTRATION.—A right under subparagraph (A) shall be enforceable only pursuant to the Navajo Nation water code, which shall provide allottees a process to enforce such rights against the Navajo Nation.

(2) HOPI RESERVATION ALLOTMENTS.—

(A) IN GENERAL.—The right of an allottee (and of the United States acting as trustee for an allottee), to use water on an allotment located on the Hopi Reservation shall be—

(i) satisfied solely from the water secured to the Hopi Tribe (and to the United States

acting as trustee for the Hopi Tribe) by the LCR decree; and

(ii) subject to the terms of the LCR decree.

(B) ADMINISTRATION.—A right under subparagraph (A) shall be enforceable only pursuant to the Hopi Tribe water code, which shall provide allottees a process to enforce such rights against the Hopi Tribe.

(3) OFF-RESERVATION ALLOTMENTS.—The right of an allottee (and of the United States acting as trustee for an allottee), to use water on an allotment located off the Navajo and Hopi Reservations shall be as described in the abstracts attached to the settlement agreement as exhibit 4.7.3.

SEC. 103. AUTHORIZATION FOR CONSTRUCTION OF MUNICIPAL, DOMESTIC, COMMERCIAL, AND INDUSTRIAL WATER PROJECTS.

(a) NAVAJO GROUNDWATER PROJECTS.—

(1) IN GENERAL.—Subject to the availability of appropriations, the Secretary, acting through the Commissioner, shall plan, design, and construct the water diversion and delivery features of the Navajo Groundwater Projects.

(2) LEAD AGENCY.—The Bureau of Reclamation shall serve as the lead agency for any activity relating to the planning, design, and construction of the water diversion and delivery features of the Navajo Groundwater Projects.

(3) SCOPE.—

(A) IN GENERAL.—Subject to subparagraph (B), the scope of the planning, design, and construction activities for the Navajo Groundwater Projects shall be as generally described in the documents prepared by Brown & Caldwell entitled—

(i) ''Final Summary Report Leupp, Birdsprings, and Tolani Lake Water Distribution System Analysis (May 2008)'';

(ii) ''Final Summary Report Dilkon and Teestoh Water Distribution System Analysis (May 2008)'';

(iii) ''Raw Water Transmission Pipeline Alignment Alternative Evaluation Final Report (May 2008)''; and

(iv) ''Ganado C-Aquifer Project Report (October 2008)''.

(B) REVIEW.—

(i) IN GENERAL.—Before beginning construction activities for the Navajo Groundwater Projects, the Secretary shall—

(I) review the proposed designs of the Navajo Groundwater Projects; and

(II) carry out value engineering analyses of the proposed designs.

(ii) NEGOTIATIONS WITH THE NAVAJO NATION.—As necessary, the Secretary shall periodically negotiate and reach agreement with the Navajo Nation regarding any change to the proposed designs of the Navajo Groundwater Projects if, on the basis of the review under clause (i), the Secretary determines that a change is necessary—

(I) to meet applicable industry standards;

(II) to ensure the Navajo Groundwater Projects will be constructed for not more than the amount set forth in paragraph (4); and

(III) to improve the cost-effectiveness of the delivery of water.

(4) FUNDING.—

(A) IN GENERAL.—The total amount of obligations incurred by the Secretary in carrying out this subsection shall not exceed $199,000,000, except that the total amount of obligations shall be increased or decreased, as appropriate, based on ordinary fluctuations from May 1, 2011, in construction cost indices applicable to the types of construction involved in the planning, design, and construction of the Navajo Groundwater Projects.

(B) NO REIMBURSEMENT.—The Secretary shall not be reimbursed by any entity, including the Navajo Nation, for any amounts expended by the Secretary in carrying out this subsection.

(C) PROJECT EFFICIENCIES.—If the total cost of planning, design, and construction activities of the Navajo Groundwater Projects results in cost savings and is less than the amounts authorized to be obligated under this paragraph, the Secretary, at the request of the Navajo Nation, may—

(i) use those cost savings to carry out capital improvement projects associated with the Navajo Groundwater Projects; or

(ii) transfer those cost savings to the Navajo OM&R Trust Account.

(5) APPLICABILITY OF THE ISDEAA.—

(A) IN GENERAL.—At the request of the Navajo Nation and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.), the Secretary shall enter into 1 or more agreements with the Navajo Nation to carry out this subsection.

(B) ADMINISTRATION.—The Commissioner and the Navajo Nation shall negotiate the cost of any oversight activity carried out by the Bureau of Reclamation for an agreement entered into under subparagraph (A), subject to the condition that the total cost for the oversight shall not exceed 4.0 percent of the total costs of the Navajo Groundwater Projects.

(6) TITLE TO NAVAJO GROUNDWATER PROJECTS.—

(A) IN GENERAL.—The Secretary shall convey to the Navajo Nation title to each of the Navajo Groundwater Projects on the date on which the Secretary issues a notice of substantial completion that—

(i) the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of water as generally set forth in the final project design described in paragraph (3); and

(ii) the Secretary has consulted with the Navajo Nation regarding the proposed finding that the respective Navajo Groundwater Project is substantially complete.

(B) LIMITATION ON LIABILITY.—Effective beginning on the date on which the Secretary transfers to the Navajo Nation title to the Leupp-Dilkon Groundwater Project or the Ganado Groundwater Project under subparagraph (A), the United States shall not be held liable by any court for damages arising out of any act, omission, or occurrence relating to the facilities transferred, other than damages caused by an intentional act or an act of negligence committed by the United States, or by employees or agents of the United States, prior to the date on which the Secretary transfers title to the Leupp-Dilkon Groundwater Project or the Ganado Groundwater Project to the Navajo Nation.

(C) OM&R OBLIGATION OF THE UNITED STATES AFTER CONVEYANCE.—The United States shall have no obligation to pay for the OM&R costs of the Navajo Groundwater Projects beginning on the date on which—

(i) title to the Navajo Groundwater Projects is transferred to the Navajo Nation; and

(ii) the amounts required to be deposited in the Navajo OM&R Trust Account pursuant to section 104(b) have been deposited in that account.

(7) TECHNICAL ASSISTANCE.—Subject to the availability of appropriations, the Secretary shall provide technical assistance, including operation and management training, to the Navajo Nation to prepare the Navajo Nation for the operation of the Navajo Groundwater Projects.

(8) PROJECT MANAGEMENT COMMITTEE.—The Secretary shall facilitate the formation of a project management committee composed of representatives from the Bureau of Reclamation, the Bureau of Indian Affairs, and the Navajo Nation—

(A) to review cost factors and budgets for construction, operation, and maintenance activities for the Navajo Groundwater Projects;

(B) to improve management of inherently governmental functions through enhanced communication; and

(C) to seek additional ways to reduce overall costs for the Navajo Groundwater Projects.

(9) AUTHORIZATION TO CONSTRUCT.—

(A) IN GENERAL.—The Secretary is authorized to construct the Navajo Groundwater Projects beginning on the day after the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(B) PRECONSTRUCTION ACTIVITIES.—Notwithstanding subparagraph (A), the Secretary is authorized to use amounts appropriated to the Navajo Groundwater Projects Account pursuant to section 104(a) to carry out prior to the LCR enforceability date preconstruction activities for the Navajo Groundwater Projects.

(b) HOPI GROUNDWATER PROJECT.—

(1) IN GENERAL.—Subject to the availability of appropriations, the Secretary, acting through the Commissioner, shall plan, design, and construct the water diversion and delivery features of the Hopi Groundwater Project.

(2) LEAD AGENCY.—The Bureau of Reclamation shall serve as the lead agency for any activity relating to the planning, design, and construction of the water diversion and delivery features of the Hopi Groundwater Project.

(3) SCOPE.—

(A) IN GENERAL.—Subject to subparagraph (B), the scope of the planning, design, and construction activities for the Hopi Groundwater Project shall be as generally described in the document entitled ''Hopi Tribe 2012 Little Colorado River Adjudication Settlement Domestic, Commercial, Municipal and Industrial Water System Memorandum (February 2012)'' by Dowl HKM.

(B) REVIEW.—

(i) IN GENERAL.—Before beginning construction activities, the Secretary shall—

(I) review the proposed design of the Hopi Groundwater Project; and

(II) carry out value engineering analyses of the proposed design.

(ii) NEGOTIATIONS WITH THE HOPI TRIBE.—As necessary, the Secretary shall periodically negotiate and reach agreement with the Hopi Tribe regarding any change to the proposed design of the Hopi Groundwater Project if, on the basis of the review under clause (i), the Secretary determines that a change is necessary—

(I) to meet applicable industry standards;

(II) to ensure that the Hopi Groundwater Project will be constructed for not more than the amount set forth in paragraph (4); and

(III) to improve the cost-effectiveness of the delivery of water.

(4) FUNDING.—

(A) IN GENERAL.—The total amount of obligations incurred by the Secretary in carrying out this subsection shall not exceed $113,000,000, except that the total amount of obligations shall be increased or decreased, as appropriate, based on ordinary fluctuations from May 1, 2011, in construction cost indices applicable to the types of construction involved in the planning, design, and construction of the Hopi Groundwater Project.

(B) NO REIMBURSEMENT.—The Secretary shall not be reimbursed by any entity, including the Hopi Tribe, for any amounts expended by the Secretary in carrying out this subsection.

(C) PROJECT EFFICIENCIES.—If the total cost of planning, design, and construction activities of the Hopi Groundwater Project results in cost savings and is less than the amounts authorized to be obligated under this paragraph, the Secretary, at the request of the Hopi Tribe, may—

(i) use those cost savings to carry out capital improvement projects associated with the Hopi Groundwater Project; or

(ii) transfer those cost savings to the Hopi OM&R Trust Account.

(5) APPLICABILITY OF THE ISDEAA.—

(A) IN GENERAL.—At the request of the Hopi Tribe and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450 et seq.), the Secretary shall enter into 1 or more agreements with the Hopi Tribe to carry out this subsection.

(B) ADMINISTRATION.—The Commissioner and the Hopi Tribe shall negotiate the cost of any oversight activity carried out by the Bureau of Reclamation for an agreement entered into under subparagraph (A), subject to the condition that the total cost for the oversight shall not exceed 4.0 percent of the total costs of the Hopi Groundwater Project.

(6) TITLE TO HOPI GROUNDWATER PROJECT.—

(A) IN GENERAL.—The Secretary shall convey to the Hopi Tribe title to the Hopi Groundwater Project on the date on which the Secretary issues a notice of substantial completion that—

(i) the infrastructure constructed is capable of storing, diverting, treating, transmitting, and distributing a supply of water as generally set forth in the final project design described in paragraph (3); and

(ii) the Secretary has consulted with the Hopi Tribe regarding the proposed finding that the Hopi Groundwater Project is substantially complete.

(B) LIMITATION ON LIABILITY.—Effective beginning on the date on which the Secretary transfers to the Hopi Tribe title to the Hopi Groundwater Project under subparagraph (A), the United States shall not be held liable by any court for damages arising out of any act, omission, or occurrence relating to the facilities transferred, other than damages caused by an intentional act or an act of negligence committed by the United States, or by employees or agents of the United States, prior to the date on which the Secretary transfers title to the Hopi Groundwater Project to the Hopi Tribe.

(C) OM&R OBLIGATION OF THE UNITED STATES AFTER CONVEYANCE.—The United States shall have no obligation to pay for the OM&R costs of the Hopi Groundwater Project beginning on the date on which—

(i) title to the Hopi Groundwater Project is transferred to the Hopi Tribe; and

(ii) the amounts required to be deposited in the Hopi OM&R Trust Account pursuant to section 104(d) have been deposited in that account.

(7) TECHNICAL ASSISTANCE.—Subject to the availability of appropriations, the Secretary shall provide technical assistance, including operation and management training, to the Hopi Tribe to prepare the Hopi Tribe for the operation of the Hopi Groundwater Project.

(8) PROJECT MANAGEMENT COMMITTEE.—The Secretary shall facilitate the formation of a project management committee composed of representatives from the Bureau of Reclamation, the Bureau of Indian Affairs, and the Hopi Tribe—

(A) to review cost factors and budgets for construction, operation, and maintenance activities for the Hopi Groundwater Project;

(B) to improve management of inherently governmental activities through enhanced communication; and

(C) to seek additional ways to reduce overall costs for the Hopi Groundwater Project.

(9) AUTHORIZATION TO CONSTRUCT.—

(A) IN GENERAL.—The Secretary is authorized to construct the Hopi Groundwater Project beginning on the day after the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(B) PRECONSTRUCTION ACTIVITIES.—Notwithstanding subparagraph (A), the Secretary is authorized to use amounts appropriated to the Hopi Groundwater Project Account pursuant to section 104(c) to carry out prior to the LCR enforceability date preconstruction activities for the Hopi Groundwater Project.

(c) N-AQUIFER MANAGEMENT PLAN.—

(1) IN GENERAL.—Prior to the LCR enforceability date, the Secretary, acting through the Director of the United States Geological Survey and in consultation with the Navajo Nation and the Hopi Tribe, is authorized to use amounts appropriated to the N-Aquifer Account pursuant to section 104(e) to conduct modeling and monitoring activities of the N-Aquifer as provided for in paragraph 6.2 of the settlement agreement.

(2) CONTINUING ASSISTANCE.—After the LCR enforceability date, the Secretary, in consultation with the Navajo Nation and the Hopi Tribe, is authorized to use amounts appropriated to the N-Aquifer Account pursuant to section 104(e) to assist the Navajo Nation and the Hopi Tribe in implementing the N-Aquifer Management Plan and the Pasture Canyon Springs Protection Program Account pursuant to section 104(f) to assist the Navajo Nation and the Hopi Tribe in implementing the Pasture Canyon Springs Protection Program, both as described in paragraph 6.2 of the settlement agreement.

(3) LIMITED LIABILITY.—The Secretary shall have no liability with respect to the management of the N-Aquifer, subject to the condition that the Secretary complies with the responsibilities of the Secretary, as set forth in the N-Aquifer Management Plan.

SEC. 104. FUNDING.

(a) NAVAJO GROUNDWATER PROJECTS ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States an account, to be known as the ''Navajo Groundwater Projects Account'', to be administered by the Secretary, consisting of the amounts deposited in the account under paragraph (2), together with any interest accrued by those amounts, for use by the Navajo Nation in constructing the Navajo Groundwater Projects.

(2) TRANSFERS TO ACCOUNT.—

(A) IN GENERAL.—Subject to subparagraph (C), there are authorized to be appropriated to the Secretary for deposit in the Navajo Groundwater Projects Account—

(i) $199,000,000, to remain available until expended; less

(ii) the amounts deposited in the account under subparagraph (B).

(B) TRANSFERS FROM OTHER SOURCES.—

(i) LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.—

(I) IN GENERAL.—The Secretary of the Treasury shall transfer, without further appropriation, $25,000,000 to the Navajo Groundwater Projects Account from the Future Indian Water Settlement Subaccount of the Lower Colorado River Basin Development Fund established pursuant to section 403(f)(2)(D)(vi) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(D)(vi)).

(II) AVAILABILITY.—The amounts transferred under subclause (I) shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(ii) RECLAMATION WATER SETTLEMENTS FUND.—

(I) IN GENERAL.—If amounts remain available for expenditure in the Reclamation Water Settlements Fund established by section 10501 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407), the Secretary of the Treasury shall transfer to the Navajo Groundwater Projects Account, without further appropriation, not more than $50,000,000.

(II) AVAILABILITY.—The amounts transferred under subclause (I) shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(iii) STATE CONTRIBUTION.—Pursuant to subparagraph 13.22 of the settlement agreement, the State shall transfer to the Navajo Groundwater Projects Account $1,000,000.

(C) FLUCTUATION IN DEVELOPMENT COSTS.—The amount authorized to be appropriated under subparagraph (A)(i) and deposited in the Navajo Groundwater Projects Account shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in development costs occurring after May 1, 2011, as indicated by engineering cost indices applicable to the type of construction involved, until the Secretary declares that the Navajo Groundwater Projects are substantially complete.

(3) MANAGEMENT OF ACCOUNT.—

(A) IN GENERAL.—The Secretary shall manage the Navajo Groundwater Projects Account in a manner that is consistent with—

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

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall invest amounts in the Navajo Groundwater Projects Account in accordance with—

(i) the Act of April 1, 1880 (25 U.S.C. 161);

(ii) the first section of the Act of June 24, 1938 (25 U.S.C. 162a); and

(iii) obligations of Federal corporations and Federal Government-sponsored entities, the charter documents of which provide that the obligations of the entities are lawful investments for federally managed funds, including—

(I) obligations of the United States Postal Service described in section 2005 of title 39, United States Code;

(II) bonds and other obligations of the Tennessee Valley Authority described in section 15d of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 831n–4);

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

(IV) bonds, notes, or debentures of the Commodity Credit Corporation described in section 4 of the Act of March 8, 1938 (15 U.S.C. 713a–4).

(C) CREDITS TO ACCOUNT.—The interest on, and the proceeds from, the sale or redemption of, any obligations held in the Navajo Groundwater Projects Account shall be credited to, and form a part of, the account.

(4) AVAILABILITY OF AMOUNTS AND INVESTMENT EARNINGS.—

(A) IN GENERAL.—Except as provided in section 103(a)(9), amounts appropriated to and deposited in the Navajo Groundwater Projects Account shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(B) INVESTMENT EARNINGS.—Investment earnings on amounts deposited in the Navajo Groundwater Projects Account under paragraph (3) shall not be available to the Secretary for expenditure until the date on

which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(b) NAVAJO OM&R TRUST ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States a trust account, to be known as the ''Navajo OM&R Trust Account'', to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2), together with any interest accrued by those amounts, for the OM&R of the Navajo Groundwater Projects.

(2) AUTHORIZATION OF APPROPRIATIONS.—

(A) IN GENERAL.—Subject to subparagraph (B) and in addition to any amounts transferred to the Navajo OM&R Trust Account pursuant to section 103(a)(4), there is authorized to be appropriated, deposited, and retained in the Navajo OM&R Trust Account, $23,000,000.

(B) FLUCTUATION IN COSTS.—The amount authorized to be appropriated under subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after May 1, 2011, as indicated by applicable engineering cost indices.

(3) MANAGEMENT OF ACCOUNT.—

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

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

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall invest amounts in the Navajo OM&R Trust Account in accordance with subsection (a)(3)(B).

(4) AVAILABILITY OF AMOUNTS.—Amounts appropriated to and deposited in the Navajo OM&R Trust Account, including any investment earnings, shall be made available to the Navajo Nation by the Secretary beginning on the date on which title to the Navajo Groundwater Projects is transferred to the Navajo Nation.

(c) HOPI GROUNDWATER PROJECT ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States an account, to be known as the ''Hopi Groundwater Project Account'', to be administered by the Secretary, and consisting of the amounts deposited in the account under paragraph (2), together with any interest accrued by those amounts, for use in constructing the Hopi Groundwater Project.

(2) TRANSFERS TO ACCOUNT.—

(A) IN GENERAL.—Subject to subparagraphs (C), there is authorized to be appropriated to the Secretary for deposit in the Hopi Groundwater Project Account—

(i) $113,000,000, to remain available until expended; less

(ii) the amounts deposited in the account under subparagraph (B).

(B) TRANSFERS FROM OTHER SOURCES.—

(i) LOWER COLORADO RIVER BASIN DEVELOPMENT FUND.—

(I) IN GENERAL.—The Secretary of the Treasury shall transfer, without further appropriation, $25,000,000 to the Hopi Groundwater Project Account from the Future Indian Water Settlement Subaccount of the Lower Colorado River Basin Development Fund established pursuant to section 403(f)(2)(D)(vi) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(D)(vi)).

(II) AVAILABILITY.—The amounts transferred under subclause (I) shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(ii) STATE CONTRIBUTION.—Pursuant to subparagraph 13.22 of the settlement agreement, the State shall transfer to the Hopi Groundwater Project Account $1,000,000.

(C) FLUCTUATION IN DEVELOPMENT COSTS.—The amount authorized to be appropriated under subparagraph (A)(i) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in development costs occurring after May 1, 2011, as indicated by engineering cost indices applicable to the type of construction involved, until the Secretary declares that the Hopi Groundwater Project is substantially complete.

(3) MANAGEMENT OF ACCOUNT.—

(A) IN GENERAL.—The Secretary shall manage the Hopi Groundwater Project Account in a manner that is consistent with—

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

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall invest amounts in the Hopi Groundwater Project Account in accordance with subsection (a)(3)(B).

(C) CREDITS TO ACCOUNT.—The interest on, and the proceeds from, the sale or redemption of, any obligations held in the Hopi Groundwater Project Account shall be credited to, and form a part of, the account.

(4) AVAILABILITY OF AMOUNTS AND INVESTMENT EARNINGS.—

(A) IN GENERAL.—Except as provided in section 103(b)(9), amounts appropriated to and deposited in the Hopi Groundwater Project Account shall not be available to the Secretary for expenditure until the date on which the Secretary publishes findings under section 108(a).

(B) INVESTMENT EARNINGS.—Investment earnings on amounts deposited in the Hopi Groundwater Project Account under paragraph (3) shall not be available to the Secretary for expenditure until after the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(d) HOPI OM&R TRUST ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States a trust account, to be known as the ''Hopi OM&R Trust Account'', to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2), together with any interest accrued by those amounts, for the OM&R of the Hopi Groundwater Project.

(2) AUTHORIZATION OF APPROPRIATIONS.—

(A) IN GENERAL.—Subject to subparagraph (B) and in addition to any amounts transferred to the Hopi OM&R Trust Account pursuant to section 103(b)(4), there is authorized to be appropriated, deposited, and retained in the Hopi OM&R Trust Account, $5,000,000.

(B) FLUCTUATION IN COSTS.—The amount authorized to be appropriated under subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after May 1, 2011, as indicated by applicable engineering cost indices.

(3) MANAGEMENT OF ACCOUNT.—

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

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

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall invest amounts in the Hopi OM&R Trust Account in accordance with subsection (a)(3)(B).

(4) AVAILABILITY OF AMOUNTS.—Amounts appropriated to and deposited in the Hopi OM&R Trust Account, including any investment earnings, shall be made available to the Hopi Tribe by the Secretary beginning on the date on which title to the Hopi Groundwater Project is transferred to the Hopi Tribe.

(e) N-AQUIFER ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States an account, to be known as the ''N-Aquifer Account'', to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2) to carry out activities relating to the N-Aquifer in accordance with section 103(c) and subparagraph 6.2 of the settlement agreement.

(2) AUTHORIZATION OF APPROPRIATIONS FOR N-AQUIFER MANAGEMENT PLAN.—

(A) IN GENERAL.—In addition to any amounts transferred to the Aquifer account pursuant to subsection (g), there is authorized to be appropriated, deposited, and retained to carry out section 103(c) and subparagraph 6.2 of the settlement agreement $5,000,000.

(B) FLUCTUATIONS IN COSTS.—The amount authorized to be appropriated under subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after May 1, 2011, as indicated by applicable engineering cost indices.

(3) AVAILABILITY.—Amounts appropriated to and deposited in the N-Aquifer Account shall be made available by the Secretary prior to the LCR enforceability date to carry out the activities relating to the N-Aquifer management plan in accordance with section 103(c)(1) and subparagraph 6.2 of the settlement agreement.

(f) PASTURE CANYON SPRINGS PROTECTION PROGRAM ACCOUNT.—

(1) ESTABLISHMENT.—There is established in the Treasury of the United States a trust account, to be known as the ''Pasture Canyon Springs Protection Program Account'', to be administered by the Secretary and to be available until expended, consisting of the amounts deposited in the account under paragraph (2), together with any interest accrued by those amounts, to carry out activities relating to the Pasture Canyon Springs Protection Program in accordance with section 103(c) and subparagraph 6.2 of the settlement agreement.

(2) AUTHORIZATION OF APPROPRIATION FOR PASTURE CANYON SPRINGS PROTECTION PROGRAM.—

(A) IN GENERAL.—There is authorized to be appropriated to carry out activities relating to the Pasture Canyon Springs Protection Program in accordance with section 103(c)(2) and to implement the Pasture Canyon Springs Protection Program provisions of subparagraph 6.2 of the settlement agreement $10,400,000.

(B) FLUCTUATIONS IN COSTS.—The amount authorized to be appropriated under subparagraph (A) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after May 1, 2011, as indicated by applicable engineering cost indices.

(3) MANAGEMENT OF ACCOUNT.—

(A) IN GENERAL.—The Secretary shall manage the Pasture Canyon Springs Protection Program Account in a manner that is consistent with—

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

(ii) this subsection.

(B) INVESTMENTS.—The Secretary shall invest amounts in the Pasture Canyon Springs Protection Program Account in accordance with subsection (a)(3)(B).

(4) AVAILABILITY.—Amounts made available under this subsection shall not be available to the Secretary for expenditure until the date on which the Secretary publishes in

the Federal Register the statement of findings under section 108(a).

(g) TRANSFER OF FUNDS.—

(1) NAVAJO NATION.—The Secretary may, upon request of the Navajo Nation, transfer amounts from an account established by subsections (a) and (b) to any other account established by this section.

(2) HOPI TRIBE.—The Secretary may, upon request of the Hopi Tribe, transfer amounts from an account established by subsections (c), (d), and (f) to any other account established by this section.

(3) AVAILABILITY.—

(A) IN GENERAL.—The Secretary shall not transfer amounts under this subsection until the day after the date on which the Secretary publishes in the Federal Register the statement of findings under section 108(a).

(B) AVAILABLE UNTIL EXPENDED.—Any amounts transferred under this subsection shall remain available until expended.

(h) OFFSET.—To the extent necessary, the Secretary shall offset any direct spending authorized and any interest earned on amounts expended pursuant to this section using such additional amounts as may be made available to the Secretary for the applicable fiscal year.

SEC. 105. WAIVERS, RELEASES, AND RETENTIONS OF CLAIMS.

(a) NAVAJO NATION WAIVERS, RELEASES, AND RETENTIONS OF CLAIMS.—

(1) CLAIMS AGAINST THE STATE AND OTHERS.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Navajo Nation, on behalf of itself and the members of the Navajo Nation (but not members in their capacity as allottees), and the United States, acting as trustee for the Navajo Nation and the members of the Navajo Nation (but not members in their capacity as allottees), as part of the performance of the respective obligations of the Navajo Nation and the United States under the settlement agreement, are authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), the Hopi Tribe, or any other person, entity, corporation or municipal corporation under Federal, State or other law for all—

(i) past, present, and future claims for water rights for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land both within and outside of the State by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land both within and outside of the State by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(v) claims for injury to water rights and injury to water quality arising after the LCR enforceability date for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, resulting from the diversion or use of water in a manner not in violation of the settlement agreement; and

(vi) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, an applicable settlement judgment or decree, or this Act.

(B) EFFECTIVE DATE.—The waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The Navajo Nation, on behalf of itself and the members of the Navajo Nation (but not members in their capacity as allottees), and the United States, acting as trustee for the Navajo Nation and the members of the Navajo Nation (but not members in their capacity as allottees), shall retain all rights not expressly waived under subparagraph (A), including any right—

(i) subject to subparagraph 13.14 of the settlement agreement—

(I) to assert claims of rights to upper basin water for Navajo land; and

(II) to assert claims of rights to upper basin water that are based on aboriginal occupancy of land within the upper basin by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(ii) subject to subparagraphs 6.3 and 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR decree;

(iv) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the Gila River Adjudication decree;

(v) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(vi) to participate in the Gila River adjudication to the extent provided in subparagraphs 4.12, 4.13 and 4.14 of the settlement agreement;

(vii) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf of the Indian tribe;

(viii) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe or the United States on behalf of the Indian tribe;

(ix) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for Navajo land; and

(x) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by the Navajo Nation, the members of the Navajo Nation, or their predecessors.

(2) CLAIMS AGAINST THE UNITED STATES.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Navajo Nation, on behalf of itself and the members of the Navajo Nation (but not members in their capacity as allottees), as part of the performance of the obligations of the Navajo Nation under the settlement agreement, is authorized to execute a waiver and release of any claims against the United States (or agencies, officials, or employees of the United States) under Federal, State, or other law for all—

(i) past, present, and future claims for water rights for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land both within and outside of the State by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land both within and outside of the State by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(v) claims for injury to water rights and injury to water quality arising after the LCR enforceability date for Navajo land and land of the Navajo Nation outside of the State, whether held in fee or held in trust by the United States on behalf of the Navajo Nation, resulting from the diversion or use of water in a manner not in violation of the settlement agreement;

(vi) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, an applicable settlement judgment or decree, or this Act;

(vii) past, present, and future claims for failure to protect, acquire, or develop water rights for or on behalf of the Navajo Nation and the members of the Navajo Nation arising from time immemorial and, thereafter, forever;

(viii) past, present, and future claims relating to failure to assert any claims authorized to be waived under this subsection;

(ix) claims for the OM&R costs of the Navajo Groundwater Projects, which shall be effective on the date on which the Secretary transfers title to, and OM&R responsibility for, the Navajo Groundwater Projects to the Navajo Nation;

(x) claims in the case styled The Navajo Nation v. United States Department of the Interior, Case No. CV-03-057-PCT-PGR, pending in the United States District Court for the District of Arizona, including all claims based on the facts alleged in the complaint filed in the action, except any claim that is dismissed without prejudice pursuant to section 108(a)(14); and

(xi) past and present claims relating in any manner to damages, losses, or injuries to water, water rights, land, or other resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to failure to protect, acquire, or develop water, water rights, or water infrastructure) within the reservation and off-reservation trust land that first accrued at any time prior to the LCR enforceability date.

(B) EFFECTIVE DATE.—Except as provided in subparagraph (A)(ix), the waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The Navajo Nation and the members of the Navajo Nation

(but not members in their capacity as allottees) shall retain all rights not expressly waived in under subparagraph (A), including any right—

(i) subject to subparagraph 13.14 of the settlement agreement—

(I) to assert claims of rights to upper basin water for Navajo land; and

(II) to assert claims of rights to upper basin water that are based on aboriginal occupancy of land within the upper basin by the Navajo Nation, the members of the Navajo Nation, or their predecessors;

(ii) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the settlement agreement or this Act in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the LCR decree;

(iv) to assert claims for injuries to, and seek enforcement of, the rights of the Navajo Nation under the Gila River adjudication decree;

(v) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(vi) to participate in the Gila River adjudication to the extent provided in subparagraphs 4.12, 4.13, and 4.14 of the settlement agreement;

(vii) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf of the Indian tribe;

(viii) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe or the United States on behalf of the Indian tribe;

(ix) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for Navajo land; and

(x) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by the Navajo Nation, the members of the Navajo Nation, or their predecessors.

(b) HOPI TRIBE WAIVERS, RELEASES, AND RETENTIONS OF CLAIMS.—

(1) CLAIMS AGAINST THE STATE AND OTHERS.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Hopi Tribe, on behalf of itself and the members of the Hopi Tribe (but not members in their capacity as allottees), and the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe (but not members in their capacity as allottees), as part of the performance of the respective obligations of the Hopi Tribe and the United States under the settlement agreement, are authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), the Navajo Nation, or any other person, entity, corporation, or municipal corporation under Federal, State, or other law for all—

(i) past, present, and future claims for water rights for Hopi land arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for Hopi land arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(v) claims for injury to water rights and injury to water quality arising after the LCR enforceability date for Hopi land resulting from the diversion or use of water in a manner not in violation of the settlement agreement; and

(vi) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, an applicable settlement judgment or decree, or this Act.

(B) EFFECTIVE DATE.—The waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The Hopi Tribe on behalf of itself and the members of the Hopi Tribe (but not members in their capacity as allottees), and the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe (but not members in their capacity as allottees), shall retain all rights not expressly waived under subparagraph (A), including any right—

(i) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the Norviel Decree, as set forth in the abstracts required pursuant to subparagraph 5.4.1 of the settlement agreement;

(ii) subject to subparagraphs 6.3 and 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR decree;

(iv) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(v) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf of the Indian tribe;

(vi) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe or the United States on behalf of the Indian tribe;

(vii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for Hopi land; and

(viii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors.

(2) CLAIMS AGAINST THE UNITED STATES.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the Hopi Tribe, on behalf of itself and the members of the Hopi Tribe (but not members in their capacity as allottees), as part of the performance of the obligations of the Hopi Tribe under the settlement agreement, is authorized to execute a waiver and release of any claims against the United States (or agencies, officials, or employees of the United States) under Federal, State, or other law for all—

(i) past, present, and future claims for water rights for Hopi land arising from time immemorial and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for Hopi land arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors;

(v) claims for injury to water rights and injury to water quality arising after the LCR enforceability date for Hopi land resulting from the diversion or use of water in a manner not in violation of the settlement agreement;

(vi) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, an applicable settlement judgment or decree, or this Act;

(vii) past, present, and future claims for failure to protect, acquire, or develop water rights for or on behalf of the Hopi Tribe and the members of the Hopi Tribe arising from time immemorial and, thereafter, forever;

(viii) past, present, and future claims relating to failure to assert any claims authorized to be waived under this subsection;

(ix) claims for the OM&R costs of the Hopi Groundwater Project, which shall become effective on the date on which the Secretary transfers title to, and OM&R responsibility for, the Hopi Groundwater Project to the Hopi Tribe; and

(x) past and present claims relating in any manner to damages, losses, or injuries to water, water rights, land, or other resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to failure to protect, acquire, or develop water, water rights, or water infrastructure) within the reservation and off-reservation trust land that first accrued at any time prior to the LCR enforceability date.

(B) EFFECTIVE DATE.—Except as provided in subparagraph (A)(ix), the waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The Hopi Tribe on behalf of itself and the members of the Hopi Tribe (but not members in their capacity as allottees) shall retain all rights not expressly waived under subparagraph (A), including any right—

(i) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the Norviel Decree, as set forth in the abstracts required pursuant to subparagraph 5.4.1 of the settlement agreement;

(ii) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of the Hopi Tribe under the LCR decree;

(iv) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(v) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe or the United States on behalf of the Indian tribe other than the Navajo Nation and the Hopi Tribe;

(vi) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe or the United States on behalf of the Indian tribe other than the Navajo Nation and the Hopi Tribe;

(vii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for Hopi land; and

(viii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by the Hopi Tribe, the members of the Hopi Tribe, or their predecessors.

(c) WAIVERS AND RELEASES OF CLAIMS BY THE UNITED STATES.—

(1) ACTING AS TRUSTEE FOR ALLOTTEES.—

(A) IN GENERAL.—Except as provided in subparagraph (C), the United States, acting as trustee for allottees of the Navajo Nation and Hopi Tribe, as part of the performance of the obligations of the United States under the settlement agreement, is authorized to execute a waiver and release of any claims against the State (or any agency or political subdivision of the State), the Navajo Nation, the Hopi Tribe, or any other person, entity, corporation, or municipal corporation under Federal, State, or other law, for all—

(i) past, present, and future claims for water rights for allotments arising from time immemorial, and, thereafter, forever;

(ii) past, present, and future claims for water rights arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by allottees or their predecessors;

(iii) past and present claims for injury to water rights and injury to water quality for allotments arising from time immemorial through the LCR enforceability date;

(iv) past, present, and future claims for injury to water rights and injury to water quality, if any, arising from time immemorial and, thereafter, forever, that are based on aboriginal occupancy of land by allottees or their predecessors;

(v) claims for injury to water rights and injury to water quality arising after the LCR enforceability date for allotments resulting from the diversion or use of water in a manner not in violation of the settlement agreement; and

(vi) past, present, and future claims arising out of, or relating in any manner to, the negotiation, execution, or adoption of the settlement agreement, an applicable settlement judgment or decree, or this Act.

(B) EFFECTIVE DATE.—The waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The United States, acting as trustee for allottees of the Navajo Nation and Hopi Tribe, shall retain all rights not expressly waived under subparagraph (A), including any right—

(i) subject to subparagraph 13.14 of the settlement agreement—

(I) to assert claims of rights to upper basin water, if any, for allotments; and

(II) to assert claims of rights to upper basin water that are based on aboriginal occupancy of land within the upper basin in the State by allottees or their predecessors;

(ii) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the rights of allottees, if any, under the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(iii) to assert claims for injuries to, and seek enforcement of, the rights of allottees, if any, under the LCR decree;

(iv) to participate in the LCR adjudication to the extent provided in the settlement agreement;

(v) except as provided in the settlement agreement, to object to any claims for water rights, injury to water rights, or injury to water quality by or for any Indian tribe;

(vi) except as provided in the settlement agreement, to assert past, present, or future claims for injury to water rights, injury to water quality, or any other claims other than a claim for water rights, against any Indian tribe;

(vii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water for allotments; and

(viii) to assert past, present, or future claims for rights to Lower Colorado River water, injury to rights to Lower Colorado River water, or injury to quality of Lower Colorado River water that are based on aboriginal occupancy of land by allottees or their predecessors.

(2) WAIVER AND RELEASE OF CLAIMS BY THE UNITED STATES AGAINST THE NAVAJO NATION AND THE HOPI TRIBE.—

(A) IN GENERAL.—Except as provided subparagraph (C), the United States, except when acting as trustee for an Indian tribe other than the Navajo Nation or the Hopi Tribe, as part of the performance of the obligations of the United States under the settlement agreement, is authorized to execute a waiver and release of any and all claims of the United States against the Navajo Nation and the Hopi Tribe, including any agency, official, or employee of the Navajo Nation or the Hopi Tribe, under Federal, State, or any other law for all—

(i) past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the settlement agreement or this Act;

(ii) past and present claims for injury to water rights and injury to water quality resulting from the diversion or use of water on Navajo land and Hopi land arising from time immemorial through the LCR enforceability date; and

(iii) claims for injury to water rights and injury to water quality arising after the LCR enforceability date resulting from the diversion or use of water on Navajo land and Hopi land in a manner not in violation of the settlement agreement.

(B) EFFECTIVE DATE.—The waiver and release of claims under subparagraph (A) shall be effective on the LCR enforceability date.

(C) RETENTION OF CLAIMS.—The United States shall retain all rights not expressly waived under subparagraph (A), including—

(i) subject to subparagraph 13.8 of the settlement agreement, to assert claims for injuries to, and seek enforcement of, the settlement agreement or this Act, in any Federal or State court of competent jurisdiction;

(ii) to enforce the Gila River adjudication decree; and

(iii) to enforce the LCR decree.

SEC. 106. SATISFACTION OF WATER RIGHTS AND OTHER BENEFITS.

(a) NAVAJO NATION.—

(1) IN GENERAL.—Except as provided in the settlement agreement, the benefits realized by the Navajo Nation under the settlement agreement and this Act shall be in complete and full satisfaction of all claims of the Navajo Nation and the members of the Navajo Nation, and the United States, acting as trustee for the Navajo Nation and the members of the Navajo Nation, for water rights, injury to water rights, and injury to water quality, under Federal, State, or other law with respect to Navajo land.

(2) SOURCE.—Any entitlement to water of the Navajo Nation and the members of the Navajo Nation, or the United States, acting as trustee for the Navajo Nation and the members of the Navajo Nation, for Navajo land shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized to or for the Navajo Nation, and the United States, acting as trustee for the Navajo Nation, by the settlement agreement, the LCR decree, the Navajo Nation water delivery contract, and this Act.

(3) EFFECT.—Notwithstanding paragraph (2), nothing in the settlement agreement or this Act has the effect of recognizing or establishing any right of a member of the Navajo Nation to water on Navajo land.

(b) HOPI TRIBE.—

(1) IN GENERAL.—Except as provided in the settlement agreement, the benefits realized by the Hopi Tribe under the settlement agreement and this Act shall be in complete and full satisfaction of all claims of the Hopi Tribe and the members of the Hopi Tribe, and the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe, for water rights, injury to water rights, and injury to water quality under Federal, State, or other law with respect to Hopi land.

(2) SOURCE.—Any entitlement to water of the Hopi Tribe and the members of the Hopi Tribe, or the United States, acting as trustee for the Hopi Tribe and the members of the Hopi Tribe, for Hopi land shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized to or for the Hopi Tribe, and the United States, acting as trustee for the Hopi Tribe, by the settlement agreement, the LCR decree, and this Act.

(3) EFFECT.—Notwithstanding paragraph (2), nothing in the settlement agreement or this Act has the effect of recognizing or establishing any right of a member of the Hopi Tribe to water on Hopi land.

(c) ALLOTTEES WATER CLAIMS.—

(1) IN GENERAL.—Except as provided in the settlement agreement, the benefits realized by allottees under the settlement agreement and this Act shall be in complete replacement of and substitution for, and full satisfaction of, all claims of allottees, and the United States, acting as trustee for allottees, for water rights, injury to water rights, and injury to water quality under Federal, State, or other law with respect to allotments.

(2) SOURCE.—Except as provided in exhibit 4.7.3 of the settlement agreement, any entitlement to water of allottees, or the United States, acting as trustee for allottees, for allotments shall be satisfied out of the water resources and other benefits granted, confirmed, or recognized to or for the Navajo Nation, the Hopi Tribe, and the United States, acting as trustee for the Navajo Nation, the Hopi Tribe, and allottees, by the settlement agreement, the LCR decree, and this Act.

(d) EXCEPTIONS.—Except as provided in section 105, nothing in this Act affects any right to water of any member of the Navajo Nation, the Hopi Tribe, or any allottee for land outside of Navajo land, Hopi land, or allotments.

(e) NAVAJO-HOPI LAND DISPUTE SETTLEMENT ACT OF 1996.—

(1) WATER RIGHTS.—Except as expressly provided in the settlement agreement, the water rights of the Hopi Tribe on land acquired pursuant to the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301), and the rights of the Hopi Tribe to object to surface water and groundwater uses on the basis of water rights associated with that land, shall be governed by that Act.

(2) AMENDMENT.—Section 12 of the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301) is amended—

(A) in subsection (a)(1)(C), by striking ''beneficial use'' and inserting ''beneficial use of surface water''; and

(B) by striking subsection (e) and inserting the following:

''(e) PROHIBITION.—

''(1) IN GENERAL.—Subject to paragraph (2), water rights for newly acquired trust land shall not be used, leased, sold, or transported for use off of that land or the other trust land of the Tribe, except that the Tribe may agree with other persons having junior water rights to subordinate the senior water rights of the Tribe.

''(2) RESTRICTIONS.—

''(A) IN GENERAL.—Water rights for newly acquired trust land shall only be used on that land or other trust land of the Tribe that is located within the same river basin tributary as the main stream of the Colorado River.

''(B) TEMPORARY TRANSFER FOR USE OFF-RESERVATION.—Notwithstanding any other provision of statutory or common law or subparagraph (A) and in accordance with subparagraphs (C) through (J), on approval of the Secretary, the Hopi Tribe may enter into a service contract, lease, exchange, or other agreement providing for the temporary delivery, use, or transfer of not more than 10,000 acre-feet per year of groundwater from newly acquired trust land that is located within 20 miles of the municipal boundaries of Winslow, Arizona, but is not within the Protection Areas (as that term is described in paragraph 3.1.119 of the Navajo-Hopi Little Colorado River Water Rights Settlement Agreement) for use at—

''(i) Hopi fee land that is located within 5 miles of the municipal boundaries of Winslow, Arizona; and

''(ii) the City of Winslow, Arizona, for municipal use by the City of Winslow and the residents of that city, with the consent of the Hopi Tribe, as provided in paragraph 5.3 and exhibit 5.3 of the Navajo-Hopi Little Colorado River Water Rights Settlement Agreement.

''(C) MAXIMUM TERM.—

''(i) IN GENERAL.—The maximum term of any service contract, lease, exchange, or other agreement under subparagraph (B) (including all renewals of such an agreement) shall not exceed 99 years in duration.

''(ii) ALIENATION.—The Hopi Tribe shall not permanently alienate any groundwater transported off of newly acquired trust land pursuant to subparagraph (B).

''(D) WEED AND DUST CONTROL.—The Tribe shall maintain newly acquired trust land from which groundwater is or will be transported pursuant to subparagraph (B) free of noxious weeds and blowing dust that creates a threat to health or safety consistent with section 45-546 of the Arizona Revised Statutes.

''(E) DAMAGE TO SURROUNDING LAND OR OTHER WATER USERS.—

''(i) DAMAGES.—Any transportation of groundwater off of newly acquired trust land pursuant to subsection (B) shall be subject to payment of damages to the extent the groundwater withdrawals unreasonably increase damage to surrounding land or other water users from the concentration of wells.

''(ii) NO PRESUMPTION OF DAMAGE.—Neither injury to nor impairment of the water supply of any landowner shall be presumed from the fact of transportation of groundwater off of newly acquired trust land pursuant to subparagraph (B).

''(iii) MITIGATION.—In determining whether there has been injury and the extent of any injury, the court shall consider all acts of the person transporting groundwater toward the mitigation of injury, including the retirement of land from irrigation, discontinuance of other preexisting uses of groundwater, water conservation techniques, and procurement of additional sources of water that benefit the sub-basin or landowners within the sub-basin.

''(iv) COURT FEES.—The court may award reasonable attorney fees, expert witness expenses and fees, and court costs to the prevailing party in litigation seeking damages for transporting groundwater off of newly acquired trust land pursuant to subparagraph (B).

''(F) NO OBLIGATION.—The United States (in any capacity) shall have no trust or other obligation to monitor, administer, or account for, in any manner, groundwater delivered pursuant to subparagraph (B).

''(G) LIABILITY.—The Secretary shall not be liable to the Hopi Tribe, the City of Winslow, Arizona, or any other person for any loss or other detriment resulting from an agreement entered into pursuant to subparagraph (B).

''(H) APPLICABLE LAW.—

''(i) STATE LAW.—Any transportation or use of groundwater off of the newly acquired trust land pursuant subparagraph (B) shall be subject to and consistent with all laws (including regulations) of the State that apply to the transportation and use of water, including all applicable permitting and reporting requirements.

''(ii) PURCHASES OR GRANTS OF LANDS FROM INDIANS.—Section 2116 of the Revised Statutes (25 U.S.C. 177) shall not apply to any groundwater transported off of newly acquired trust land pursuant to subparagraph (B).

''(I) APPROVAL OF SECRETARY.—The Secretary shall approve or disapprove any service contract, lease, exchange, or other agreement under subparagraph (B) submitted by the Hopi Tribe for approval within a reasonable period of time after submission, except that approval by the Secretary shall not be required for any groundwater lease under subparagraph (B) for less than 10 acre-feet per year with a term of less than 7 years, including renewals.

''(J) NO FORFEITURE OR ABANDONMENT.—The nonuse of groundwater of the Hopi Tribe from the newly acquired trust land pursuant to subparagraph (B) shall not result in a forfeiture, abandonment, relinquishment, or other loss of all or any part of applicable rights.''.

SEC. 107. AFTER-ACQUIRED TRUST LAND.

(a) REQUIREMENT OF ACT OF CONGRESS.—Except as provided in section 11 of Public Law 93–531 (25 U.S.C. 640d-10) and the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301), the Navajo Nation or the Hopi Tribe may only seek to have legal title to additional land in the State, located outside the exterior boundaries of the land that is, on the date of enactment of this Act, in reservation status or held in trust for the benefit of the Navajo Nation or the Hopi Tribe, taken into trust by the United States for the benefit of the Navajo Nation or the Hopi Tribe, respectively, pursuant to an Act of Congress enacted after the date of enactment of this Act.

(b) WATER RIGHTS.—Any land taken into trust for the benefit of the Navajo Nation or the Hopi Tribe after the date of the enactment of this Act shall have only those rights to water provided under the settlement agreement, the Navajo-Hopi Land Dispute Settlement Act of 1996 (25 U.S.C. 640d note; Public Law 104–301), and this Act, unless provided otherwise in a subsequent Act of Congress, as provided in subsection (a).

(c) ACCEPTANCE OF LAND IN TRUST STATUS.—

(1) MANDATORY TRUST ACQUISITION.—Notwithstanding subsections (a) and (b), if the Navajo Nation or Hopi Tribe acquires legal fee title to land that is located within the exterior boundaries of the Navajo Reservation or the Hopi Reservation, respectively, upon application by the Navajo Nation or the Hopi Tribe to take the land into trust, the Secretary shall accept the land into trust status for the benefit of the Navajo Nation or Hopi Tribe in accordance with applicable Federal law (including regulations).

(2) RESERVATION STATUS.—Land taken or held in trust by the Secretary under paragraph (1) shall be part of the Navajo Reservation or the Hopi Reservation, respectively.

SEC. 108. ENFORCEABILITY DATE.

(a) LITTLE COLORADO RIVER AND GILA RIVER WAIVERS.—The waivers and releases of claims described in section 105 shall take effect and be fully enforceable, and construction of the Navajo Groundwater Projects and the Hopi Groundwater Project may begin, on the date on which the Secretary publishes in the Federal Register a statement of findings that—

(1) to the extent that the settlement agreement conflicts with this Act, the settlement agreement has been revised through an amendment to eliminate the conflict and the revised settlement agreement has been executed by the Secretary, the Navajo Nation, the Hopi Tribe, the Governor of Arizona, and not less than 19 other parties;

(2) the waivers and releases of claims described in section 105 have been executed by the Navajo Nation, the Hopi Tribe, and the United States;

(3) the State contributions described in subsections (a)(2)(B)(iii) and (c)(2)(B)(ii) of section 104 have been made;

(4) the full amount described in section 104(a)(2)(A)(i), as adjusted by section 104(a)(2)(C), has been deposited in the Navajo Groundwater Projects Account;

(5) the full amount described in section 104(b)(2) has been deposited in the Navajo OM&R Trust Account;

(6) the full amount described in section 104(c)(2)(A)(i), as adjusted by section 104(c)(2)(C), has been deposited in the Hopi Groundwater Project Account;

(7) the full amount described in section 104(d)(2) has been deposited in the Hopi OM&R Trust Account;

(8) the full amount described in section 104(e)(2)(A), as adjusted by section 104(e)(2)(B), has been deposited in the N-Aquifer Account and is available for use to implement the N-Aquifer Management Plan;

(9) the full amount described in section 104(f)(2)(A), as adjusted by section 104(f)(2)(B), has been deposited in the Pasture Canyon Springs Protection Program Account and is available for use to implement the Pasture Canyon Springs Protection Program;

(10) the judgments and decrees in the LCR adjudication and the Gila River adjudication have been approved by the LCR adjudication court and the Gila River adjudication court substantially in the form of the judgments and decrees attached to the settlement agreement as exhibits 3.1.70 and 3.1.49, respectively;

(11) a law has been enacted by the State substantially in the form of a State implementing law attached to the settlement agreement as exhibit 3.1.128 and the law remains effective;

(12) the provisions of section 45-544 of the Arizona Revised Statutes restricting the transporting of groundwater from the Little Colorado River Plateau Groundwater Basin are in effect;

(13) the Secretary has completed a record of decision approving construction of—

(A) the Navajo Groundwater Projects in a configuration substantially similar to the configuration described in section 103(a); and

(B) the Hopi Groundwater Project, in a configuration substantially similar to the configuration described in section 103(b); and

(14) the Navajo Nation has moved for the dismissal with prejudice of the first, second, third, fourth, and fifth claims for relief contained in the complaint for declaratory and injunctive relief filed by the Navajo Nation on March 14, 2003, in the United States District Court for the District of Arizona, as part of the case styled The Navajo Nation v. United States Department of the Interior (No. CV-03-0507-PCT-PGR), and has moved for the dismissal without prejudice of sixth claim for relief contained in the complaint, substantially in the form of the dismissal attached to the settlement agreement as exhibit 11.9.

(b) FAILURE OF THE LITTLE COLORADO RIVER WAIVERS.—

(1) IN GENERAL.—If the Secretary does not publish in the Federal Register a statement of findings under subsection (a) by October 31, 2022, this Act is repealed and any amounts—

(A) appropriated under section 104, together with any investment earnings on those amounts, less any amounts expended under subsections (a)(9), (b)(9), and (c)(1) of section 103, shall revert immediately to the general fund of the Treasury;

(B) transferred pursuant to subsections (a)(2)(B)(i) and (c)(2)(B)(i) of section 104 to the Navajo Groundwater Projects Account and the Hopi Groundwater Project Account from the Future Indian Water Settlement Subaccount of the Lower Colorado River Basin Development Fund established pursuant to section 403(f)(2)(D)(vi) of the Colorado River Basin Project Act (43 U.S.C. 1543(f)(2)(D)(vi)), together with any investment earnings on those amounts, shall be returned immediately to the Future Indian Water Settlement Subaccount of the Lower Colorado River Basin Development Fund;

(C) transferred pursuant to section 104(a)(2)(B)(ii) to the Navajo Groundwater Projects Account from the Reclamation Water Settlements Fund established by section 10501 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407), together with any investment earnings on those amounts, shall be returned immediately to the Reclamation Water Settlements Fund; and

(D) transferred pursuant to subsections (a)(2)(B)(iii) and (c)(2)(B)(ii) of section 104 to the Navajo Groundwater Projects Account and the Hopi Groundwater Project Account, together with any investment earnings on those amounts, shall be returned immediately to the State.

(2) SEVERABILITY.—Notwithstanding paragraph (1), if the Secretary does not publish in the Federal Register a statement of findings under subsection (a) by October 31, 2022, the designation under section 109(g) and the provisions of sections 205(a)(1), 205(a)(2)(B), 205(a)(3), 205(a)(4), 205(a)(5), and 206 shall remain in effect.

(c) RIGHT TO OFFSET.—

(1) NAVAJO NATION.—If the Secretary has not published in the Federal Register the statement of findings under subsection (a) by October 31, 2022, the United States shall be entitled to offset any Federal amounts made available under subsections (a)(9) and (c)(1) of section 103 that were used or authorized for any use under those subsections against any claim asserted by the Navajo Nation against the United States described in section 105(a)(2)(A).

(2) HOPI TRIBE.—If the Secretary has not published in the Federal Register the statement of finding under subsection (a) by October 31, 2022, the United States shall be entitled to offset any Federal amounts made available under subsections (b)(9) and (c)(1) of section 103 that were used or authorized for any use under those subsections against any claim asserted by the Hopi Tribe against the United States described in section 105(b)(2)(A).

SEC. 109. ADMINISTRATION.

(a) SOVEREIGN IMMUNITY.—If any party to the settlement agreement brings an action in any court of the United States or any State court relating only and directly to the interpretation or enforcement of this Act or the settlement agreement and names the United States, the Navajo Nation, or the Hopi Tribe as a party, or if any other landowner or water user in the Gila River or LCR basins in the State files a lawsuit relating only and directly to the interpretation or enforcement of paragraph 11.0 of the settlement agreement or section 105 of this Act, naming the United States, or the Navajo Nation or the Hopi Tribe as a party—

(1) the United States, the Navajo Nation, or the Hopi Tribe may be joined in the action; and

(2) any claim by the United States, the Navajo Nation, or the Hopi Tribe to sovereign immunity from the action is waived, but only for the limited and sole purpose of the interpretation or enforcement of this Act or the settlement agreement.

(b) NO QUANTIFICATION OR EFFECT ON RIGHTS OF OTHER INDIAN TRIBES OR THE UNITED STATES ON BEHALF OF OTHER INDIAN TRIBES.—

(1) IN GENERAL.—Except as provided in paragraph 7.2 of the settlement agreement or in paragraph (2), nothing in this Act—

(A) shall be construed to quantify or otherwise affect the water rights, claims, or entitlements to water of any Indian tribe, nation, band, or community, including the San Juan Southern Paiute Tribe, other than the Hopi Tribe and the Navajo Nation; or

(B) shall affect the ability of the United States to take action on behalf of any Indian tribe, nation, band, or community, including the San Juan Southern Paiute Tribe, other than the Hopi Tribe, members of the Hopi Tribe, allottees of the Hopi Tribe, the Navajo Nation, members of the Navajo Nation, and allottees of the Navajo Nation.

(c) ANTIDEFICIENCY.—

(1) IN GENERAL.—The expenditure or advance of any money or the performance of any obligation by the United States, in any capacity, under this Act shall be contingent on the appropriation of funds.

(2) LIABILITY.—The United States shall not be liable for the failure to carry out any obligation or activity authorized under this Act (including any obligation or activity under this Act) if Congress does not provide adequate appropriations expressly to carry out the purposes of this Act.

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

(1) receipt of any benefit under this Act;

(2) execution or performance of this Act; or

(3) the use, storage, delivery, lease, or exchange of CAP water.

(e) DISMISSAL OF PENDING NAVAJO NATION COURT CASE.—Not later than 30 days after the date on which the settlement agreement is executed by the United States, the Navajo Nation shall execute and file a stipulation and proposed order, substantially in the form attached to the settlement agreement as exhibit 11.9 for—

(1) the dismissal with prejudice of the first, second, third, fourth, and fifth claims for relief contained in the complaint for declaratory and injunctive relief in the case styled Navajo Nation v. United States Department of the Interior, No. CV-03-0507-PCT-PGR (D. Ariz. March 14, 2003); and

(2) the dismissal without prejudice of the sixth claim for relief contained in the complaint described in paragraph (1).

(f) TOLLING OF STATUTES OF LIMITATIONS.—Any statute of limitations that may otherwise apply to, limit, or bar the sixth claim for relief described in subsection (e)(2) shall be tolled as follows:

(1) If a settlement of the claims by the Navajo Nation to Lower Colorado River water has been approved by an Act of Congress enacted on or before December 15, 2022, then any statute of limitations that may otherwise apply to, limit, or bar the sixth claim for relief shall be tolled until the Navajo Nation waives the claims to Lower Colorado River water under the Act of Congress.

(2) If a settlement of the claims of the Navajo Nation to Lower Colorado River water has not been approved by An act of Congress on or before December 15, 2022, then any statute of limitations that may otherwise apply to, limit, or bar the sixth claim for relief shall be tolled until December 15, 2022.

(g) PETE SHUMWAY DAM & RESERVOIR.—

(1) IN GENERAL.—The facility known as Schoens Lake, Schoens Dam, and Schoens Reservoir, located on Show Low Creek in Navajo County, Arizona shall be known and designated as the ''Pete Shumway Dam and Reservoir''.

(2) REFERENCES.—Any reference in a law, map, regulation, document, paper, or other record of the United States to the facility described in paragraph (1) shall be deemed to be a reference to the ''Pete Shumway Dam and Reservoir''.

SEC. 110. ENVIRONMENTAL COMPLIANCE.

(a) ENVIRONMENTAL COMPLIANCE.—In implementing the settlement agreement and this Act, the Secretary shall comply with all applicable Federal environmental laws and regulations, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(b) EXECUTION OF THE SETTLEMENT AGREEMENT.—Execution of the settlement agreement by the Secretary as provided in this Act shall not constitute a major Federal action under section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332).

(c) LEAD AGENCY.—The Commissioner of the Bureau of Reclamation shall be primarily responsible to ensure environmental compliance in carrying out this Act.

(d) NO EFFECT ON ENFORCEMENT OF ENVIRONMENTAL LAWS.—Nothing in this Act precludes the United States, the Navajo Nation, or the Hopi Tribe, when delegated regulatory authority, from enforcing Federal environmental laws, including—

(1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), including claims for damages for harm to natural resources;

(2) the Safe Drinking Water Act (42 U.S.C. 300f et seq.);

(3) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.);

(4) the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.); or

(5) any regulation implementing 1 or more of those Acts.

TITLE II—CENTRAL ARIZONA PROJECT WATER

SEC. 201. CONDITIONS FOR REALLOCATION OF CAP NIA PRIORITY WATER.

(a) REALLOCATION.—

(1) IN GENERAL.—The Secretary shall neither reallocate any CAP NIA priority water to the Navajo Nation under section 202(a) nor enter into a contract with the Navajo Nation for the delivery of that water under section 202(c) unless and until the Secretary has published in the Federal Register the statement of findings referred to in subsection (b) that all of the conditions described in paragraph (2) have been satisfied.

(2) CONDITIONS.—The conditions described in this paragraph are that—

(A) the LCR enforceability date has occurred;

(B) the Navajo Nation and the Navajo project lessees, with the approval of the Secretary, have executed an amendment to the Navajo Project Lease extending the term of the Navajo Project Lease through December 23, 2044;

(C) the Secretary, with the consent of the Navajo Nation, has issued or renewed to the Navajo project lessees, in a form acceptable to the Navajo project lessees, grants of Federal rights-of-way and easements pursuant to the first section of the Act of February 5, 1948 (25 U.S.C. 323), for—

(i) the land subject to the Navajo Project Lease and for the railroad-granted land, the terms of which shall extend through the term of the Navajo Project Lease, as amended; and

(ii) the power transmission lines over and across land on the Navajo Reservation, the terms of which shall extend through the term of the Navajo Project Lease, as amended, described as—

(I) the grant entitled ''Grant of Easement or Right of Way from the Bureau of Indian Affairs, Window Rock, Arizona, Grantor'', dated February 1971, for the construction, operation, maintenance, replacement, and removal of the Navajo Project Southern Transmission System, with Map Nos. INH-96, sheets 1–4, B29036, dated May 28, 1970, marked as Exhibit B to that grant, and the complete centerline description shown on Exhibit A of that grant;

(II) the grant entitled ''Grant of Easement and Right-of-Way by the United States of America, Bureau of Indian Affairs, Department of the Interior, Window Rock, Arizona, Grantor'', dated September 8, 1988, including amendments to that grant, for the construction, operation, and maintenance of the Navajo-McCullough Transmission Line, as shown on the Map marked Exhibit B to that grant and more particularly described in the right-of-way description marked Exhibit A to that grant; and

(III) a right-of-way or permit for the Navajo Generating Station/Western Area Power Administrative Intertie Transmission System, running from the Navajo Generating Station switchyard approximately 200 feet to the Western Area Power Administration transmission line;

(D) Peabody has leased coal in sufficient quantity and quality from the Navajo Nation, or the Navajo Nation and the Hopi Tribe, for the Navajo Generating Station to operate through the term of the Navajo Project Lease, as amended;

(E) the surface coal mining permit, or a revision of that permit, has been issued by the Secretary, acting through the Office of Surface Mining, Reclamation and Enforcement, to Peabody authorizing the operation of the Kayenta mine and the mining of the quantities of coal referred to in subparagraph (D) through the term of the Navajo Project Lease, as amended;

(F) Peabody and the Navajo project lessees have entered into a coal supply contract for the purchase of the quantities and quality of coal referred to in subparagraph (D) that extends through the term of the Navajo Project Lease, as amended;

(G) the term of the contract for water service among the Navajo project lessees and the Bureau of Reclamation for the consumptive use at the Navajo Generating Station of up to 34,100 afy of upper basin water has been extended through the term of the Navajo Project Lease, as amended; and

(H) the Secretary, acting through the Director of the National Park Service, has reissued or extended the right-of-way permit No. RW GLCA–06–002, issued on August 30, 2006, through the term of the Navajo Project Lease, as amended.

(b) PUBLICATION OF STATEMENT OF FINDINGS.—Upon satisfaction of all of the conditions described in subsection (a)(2), the Secretary shall publish in the Federal Register a statement of findings that each of the conditions has been met.

(c) TIMING OF REALLOCATION.—Upon publication in the Federal Register of the statement of findings referred to in subsection (b), the Secretary shall reallocate to the Navajo Nation the CAP NIA priority water in accordance with section 202(a) and enter into a contract with the Navajo Nation for the delivery of that water in accordance with section 202(c), through the Navajo-Gallup water supply project in accordance with this Act.

(d) FAILURE TO PUBLISH NOTICE.—If the Secretary fails to publish a statement of findings in the Federal Register under subsection (b) by October 31, 2022—

(1) the authority provided under this section and section 202 shall terminate; and

(2) this section and section 202, 203, 204, 205(a)(2)(A), and 205(b) shall be of no further force or effect.

SEC. 202. REALLOCATION OF CAP NIA PRIORITY WATER, FIRMING, WATER DELIVERY CONTRACT.

(a) REALLOCATION TO THE NAVAJO NATION.—

(1) IN GENERAL.—On the date on which the Secretary publishes in the Federal Register the statement of findings under section 201(b), the Secretary shall reallocate to the Navajo Nation the Navajo Nation CAP water.

(2) AVAILABILITY AND USE.—The water reallocated under paragraph (1) shall be available for diversion and use from the San Juan River pursuant to and consistent with section 10603(b)(2)(D) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1383) (as amended by section 205).

(b) FIRMING.—

(1) NAVAJO NATION CAP WATER.—The Navajo Nation CAP water shall be firmed as follows:

(A) In accordance with section 105(b)(1)(B) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3492), the Secretary shall firm 50 percent of the Navajo Nation CAP water to the equivalent of CAP M&I priority water for the period of 100 years beginning on January 1, 2008.

(B) In accordance with section 105(b)(2)(B) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3492), the State shall firm 50 percent of the Navajo Nation CAP water to the equivalent of CAP M&I priority water for the period of 100 years beginning on January 1, 2008.

(2) ADDITIONAL FIRMING.—The Navajo Nation may, at the expense of the Navajo Nation, take additional actions to firm or supplement the Navajo Nation CAP water, including by entering into agreements for that purpose with the Central Arizona Water Conservation District, the Arizona Water Banking Authority, or any other lawful authority, in accordance with State law.

(c) NAVAJO NATION WATER DELIVERY CONTRACT.—

(1) CONTRACT.—

(A) IN GENERAL.—The Secretary shall enter into the Navajo Nation water delivery contract, in accordance with the settlement agreement, which shall meet, at a minimum, the requirements described in subparagraph (B).

(B) REQUIREMENTS.—The requirements described in this subparagraph are as follows:

(i) AUTHORIZATION.—The contract entered into under subparagraph (A) shall be for permanent service (as that term is used in section 5 of the Boulder Canyon Project Act (43 U.S.C. 617d)), and shall be without limit as to term.

(ii) NAVAJO NATION CAP WATER.—

(I) IN GENERAL.—The Navajo Nation CAP water may be delivered through the Navajo-Gallup water supply project for use in the State.

(II) METHOD OF DELIVERY.—Subject to the physical availability of water from the San Juan River and to the rights of the Navajo Nation to use that water, deliveries under this clause shall be effected by the diversion and use of water from the San Juan River pursuant to section 10603 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1382) (as amended by section 205).

(iii) CONTRACTUAL DELIVERY.—The Secretary shall deliver the Navajo Nation CAP water to the Navajo Nation in accordance with the terms and conditions of the Navajo Nation water delivery contract.

(iv) CURTAILMENT.—Except to the extent that the Navajo Nation CAP water is firmed by the United States and the State under subsection (b)(1) or is otherwise firmed by the Navajo Nation, deliveries of the Navajo Nation CAP water shall be subject to curtailment in that—

(I) deliveries of the Navajo Nation CAP water effected by the diversion of water from the San Juan River shall be curtailed during shortages of CAP NIA priority water to the same extent as other CAP NIA priority water supplies; and

(II) the extent of that curtailment shall be determined in accordance with clause (xvi).

(v) LEASES AND EXCHANGES OF NAVAJO NATION CAP WATER.—On and after the date on which the Navajo Nation water delivery contract becomes effective, the Navajo Nation may, with the approval of the Secretary, enter into contracts to lease, options to lease, exchange, or options to exchange the Navajo Nation CAP water within Apache, Cochise, Coconino, Gila, Graham, Maricopa, Navajo, Pima, Pinal, Santa Cruz, and Yavapai Counties, Arizona, providing for the temporary delivery to other persons of any portion of Navajo Nation CAP water.

(vi) TERM OF LEASES AND EXCHANGES.—

(I) LEASING.—Contracts to lease and options to lease under clause (v) shall be for a term not to exceed 100 years.

(II) EXCHANGING.—Contracts to exchange or options to exchange under clause (v) shall be for the term provided for in each such contract or option.

(III) RENEGOTIATION.—The Navajo Nation may, with the approval of the Secretary, renegotiate any lease described in clause (v), at any time during the term of the lease, if the term of the renegotiated lease does not exceed 100 years.

(vii) PROHIBITION ON PERMANENT ALIENATION.—No Navajo Nation CAP water may be permanently alienated.

(viii) NO FIRMING OF LEASED WATER.—The firming obligations described in subsection (b)(1) shall not apply to any Navajo Nation CAP water leased by the Navajo Nation to other persons.

(ix) ENTITLEMENT TO LEASE AND EXCHANGE FUNDS.—

(I) IN GENERAL.—Only the Navajo Nation, and not the United States in any capacity, shall be entitled to all consideration due to the Navajo Nation under any contracts to lease, options to lease, contracts to exchange, or options to exchange the Navajo Nation CAP water entered into by the Navajo Nation.

(II) OBLIGATIONS OF UNITED STATES.—The United States in any capacity shall have no trust or other obligation to monitor, administer, or account for, in any manner, any funds received by the Navajo Nation as consideration under any contracts to lease, options to lease, contracts exchange, or options to exchange the Navajo Nation CAP water entered into by the Navajo Nation, except in a case in which the Navajo Nation deposits the proceeds of any such lease, option to lease, exchange, or option to exchange into an account held in trust for the Navajo Nation by the United States.

(x) WATER USE ON NAVAJO LAND.—

(I) IN GENERAL.—Except as authorized by clause (v), the Navajo Nation CAP water may only be used on—

(aa) the Navajo Reservation;

(bb) land held in trust by the United States for the benefit of the Navajo Nation; or

(cc) land owned by the Navajo Nation in fee that is located within the State.

(II) STORAGE.—The Navajo Nation may store the Navajo Nation CAP water at underground storage facilities or groundwater savings facilities located within the CAP system service area, consisting of Pima, Pinal, and Maricopa Counties, in accordance with State law.

(III) ASSIGNMENT.—The Navajo Nation may assign any long-term storage credits accrued as a result of storage under subclause (II) in accordance with State law.

(xi) NO USE OUTSIDE ARIZONA.—

(I) IN GENERAL.—No Navajo Nation CAP water may be used, leased, exchanged, forborne, or otherwise transferred by the Navajo Nation for use directly or indirectly outside of the State.

(II) AGREEMENTS.—Nothing in this Act or the settlement agreement limits the right of the Navajo Nation to enter into any agreement with the Arizona Water Banking Authority, or any successor agency or entity, in accordance with State law.

(xii) CAP FIXED OM&R CHARGES.—

(I) IN GENERAL.—The CAP operating agency shall be paid the CAP fixed OM&R charges associated with the delivery of all the Navajo Nation CAP water.

(II) PAYMENT OF CHARGES.—Except as provided in clause (xiii), all CAP fixed OM&R charges associated with the delivery of the Navajo Nation CAP water to the Navajo Nation shall be paid by—

(aa) the Secretary, pursuant to section 403(f)(2)(A) of the Colorado River Basin Project Act (43 U.S.C. § 1543(f)(2)(A)), as long as funds for that payment are available in the Lower Colorado River Basin Development Fund; and

(bb) if those funds become unavailable, the Navajo Nation.

(xiii) LESSEE RESPONSIBILITY FOR CHARGES.—

(I) IN GENERAL.—Any lease or option to lease providing for the temporary delivery to other persons of any Navajo Nation CAP water shall require the lessee to pay the CAP operating agency all CAP fixed OM&R charges and all CAP pumping energy charges associated with the delivery of the leased water.

(II) NO RESPONSIBILITY FOR PAYMENT.—Neither the Navajo Nation nor the United States in any capacity shall be responsible for the payment of any charges associated with the delivery of the Navajo Nation CAP water leased to other persons.

(xiv) ADVANCE PAYMENT.—No Navajo Nation CAP water shall be delivered unless the CAP fixed OM&R charges and the CAP pumping energy charges associated with the delivery of that water have been paid in advance.

(xv) CALCULATION.—The charges for delivery of the Navajo Nation CAP water pursuant to the Navajo Nation water delivery contract shall be calculated in accordance with the CAP repayment stipulation.

(xvi) SHORTAGES OF NAVAJO NATION CAP WATER.—If, for any year, the available CAP supply is insufficient to meet all demands under CAP contracts for the delivery of CAP NIA priority water, the Secretary and the CAP operating agency shall prorate the available CAP NIA priority water among the CAP contractors holding contractual entitlements to CAP NIA priority water on the basis of the quantity of CAP NIA priority water used by each such CAP contractor in the last year for which the available CAP supply was sufficient to fill all orders for CAP NIA priority water.

(xvii) CAP REPAYMENT.—For purpose of determining the allocation and repayment of costs of any stages of the CAP constructed after November 21, 2007, the costs associated with the delivery of the Navajo Nation CAP water, regardless of whether the Navajo Nation CAP water is delivered for use by the Navajo Nation or in accordance with any lease, option to lease, exchange, or option to exchange providing for the delivery to other persons of the Navajo Nation CAP water, shall be—

(I) nonreimbursable; and

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

(xviii) NONREIMBURSABLE CAP CONSTRUCTION COSTS.—

(I) IN GENERAL.—With respect to the costs associated with the construction of the CAP system allocable to the Navajo Nation—

(aa) the costs shall be nonreimbursable; and

(bb) the Navajo Nation shall have no repayment obligation for the costs.

(II) CAPITAL CHARGES.—No CAP water service capital charges shall be due or payable for the Navajo Nation CAP water, regardless of whether the water is delivered for use by the Navajo Nation or is delivered under any lease, option to lease, exchange, or option to exchange the Navajo Nation CAP water entered into by the Navajo Nation.

SEC. 203. COLORADO RIVER ACCOUNTING.

(a) ACCOUNTING FOR THE TYPE OF WATER DELIVERED.—All deliveries of the Navajo Nation CAP water effected by the diversion of water from the San Juan River shall be accounted for as deliveries of CAP water.

(b) ACCOUNTING FOR AS LOWER BASIN USE IN ARIZONA REGARDLESS OF PLACE OF USE OR POINT OF DIVERSION.—All Navajo Nation CAP water delivered to and consumptively used by the Navajo Nation or lessees of the Navajo Nation pursuant to the settlement agreement and this Act shall be—

(1) accounted for as if the use had occurred in the lower basin, regardless of the point of diversion or place of use;

(2) credited as water reaching Lee Ferry pursuant to articles III(c) and III(d) of the Colorado River Compact;

(3) charged against the consumptive use apportionment made to the lower basin by article III(a) of the Colorado River Compact; and

(4) accounted for as part of and charged against the 2,800,000 afy of Colorado River water apportioned to Arizona in article II(B)(1) of the decree.

(c) LIMITATIONS.—

(1) IN GENERAL.—Notwithstanding subsections (a) and (b) and subject to paragraphs (2) and (3), no water diverted by the Navajo-Gallup water supply project shall be accounted for as provided in subsections (a) and (b) until such time as the Secretary has developed and, as necessary, modified, in consultation with the Upper Colorado River Commission and the representatives of Governors on Colorado River Operations from each of the respective State signatories to the Colorado River Compact, all operational and decisional criteria, policies, contracts, guidelines, or other documents that control the operations of the Colorado River system reservoirs and diversion works, so as to adjust, account for, and offset the diversion of water apportioned to the State, pursuant to the Boulder Canyon Project Act (43 U.S.C. 617 et seq.), from a point of diversion on the San Juan River in New Mexico.

(2) MODIFICATIONS.—All modifications under paragraph (1) shall be—

(A) consistent with section 10603(c)(2)(A) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) and this Act; and

(B) applicable only for the duration of any diversion described in paragraph (1)pursuant to section 10603(c)(2)(B) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) and this Act.

(3) ADMINISTRATION.—Article II(B) of the decree shall be administered so that diversions from the mainstream of the Colorado River for the Central Arizona Project, as served under existing contracts with the United States by diversion works constructed before the date of enactment of this Act, shall be limited and reduced to offset any diversions of CAP water made pursuant to section 10603(c)(2)(B) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) and this Act.

(4) EFFECT OF SUBSECTION.—This subsection shall not—

(A) affect, in any manner, the quantity of water apportioned to the State pursuant to the Boulder Canyon Project Act (43 U.S.C. 617 et seq.) and the decree; or

(B) amend any provision of the decree or the Colorado River Basin Project Act (43 U.S.C. 1501 et seq.).

SEC. 204. NO MODIFICATION OF EXISTING LAWS.

(a) NO MODIFICATION OR PREEMPTION OF OTHER LAWS.—Unless expressly provided in this Act, nothing in this Act modifies, conflicts with, preempts, or otherwise affects—

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

(2) the Boulder Canyon Project Adjustment Act (43 U.S.C. 618 et seq.);

(3) the Act of April 11, 1956 (commonly known as the ''Colorado River Storage Project Act'') (43 U.S.C. 620 et seq.);

(4) the Colorado River Basin Project Act (43 U.S.C. 1501 et seq.);

(5) the Treaty between the United States of America and Mexico respecting utilization of waters of the Colorado and Tijuana Rivers and of the Rio Grande, signed at Washington on February 3, 1944 (59 Stat. 1219);

(6) the Colorado River Compact;

(7) the Upper Colorado River Basin Compact; or

(8) the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 991).

(b) NO PRECEDENT.—Nothing in this Act—

(1) authorizes or establishes a precedent for any type of transfer of Colorado River system water between the upper basin and the lower basin; or

(2) expands the authority of the Secretary in the upper basin.

(c) PRESERVATION OF EXISTING RIGHTS.—

(1) IN GENERAL.—Rights to the consumptive use of water available to the upper basin from the Colorado River system under the Colorado River Compact and the Upper Colorado River Basin Compact shall not be reduced or prejudiced by any use of water pursuant to section 10603(c) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) or this Act.

(2) NO EFFECT ON DUTIES AND POWERS.—Nothing in this Act impairs, conflicts with, or otherwise changes the duties and powers of the Upper Colorado River Commission.

(d) UNIQUE SITUATION.—Diversions through the Navajo-Gallup water supply project consistent with this Act address critical tribal and non-Indian water supply needs under unique circumstances, including—

(1) the intent to benefit Indian tribes in the United States;

(2) the location of the Navajo Nation in both the upper basin and the lower basin;

(3) the intent to address critical Indian and non-Indian water needs in the State; and

(4) the lack of other reasonable options available for developing a firm, sustainable supply of municipal water for the Navajo Nation in the State.

(e) EFFICIENT USE.—The diversions and uses authorized for the Navajo-Gallup water supply project under this Act represent unique and efficient uses of Colorado River apportionments in a manner that Congress has determined would be consistent with the obligations of the United States to the Navajo Nation.

SEC. 205. AMENDMENTS.

(a) AMENDMENTS TO THE OMNIBUS PUBLIC LAND MANAGEMENT ACT OF 2009.—

(1) DEFINITIONS.—Section 10302 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407 note; Public Law 111–11) is amended—

(A) in paragraph (2), by striking ''Arrellano'' and inserting ''Arellano''; and

(B) in paragraph (27), by striking ''75–185'' and inserting ''75–184''.

(2) DELIVERY AND USE OF NAVAJO-GALLUP WATER SUPPLY PROJECT WATER.—Section 10603(c) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1384) is amended—

(A) in paragraph (1)(A), by striking ''Lower Basin and'' and inserting ''Lower Basin or''; and

(B) in paragraph (2)(A)—

(i) in clause (i), by striking ''Article III(c)'' and inserting ''Articles III(c)''; and

(ii) in clause (ii)(II), by striking ''Article III(c)'' and inserting ''Articles III(c)''.

(3) PROJECT CONTRACTS.—Section 10604(f)(1) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1391) is amended by inserting ''Project'' before ''water.''

(4) AUTHORIZATION OF APPROPRIATIONS.—Section 10609 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1395) is amended—

(A) in paragraphs (1) and (2) of subsection (b), by striking ''construction or rehabilitation'' each place it appears and inserting ''planning, design, construction, rehabilitation,'';

(B) in subsection (e)(1), by striking ''2 percent'' and inserting ''4 percent''; and

(C) in subsection (f)(1), by striking ''4 percent'' and inserting ''2 percent''.

(5) AGREEMENT.—Section 10701(e) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1400) is amended in paragraphs (2)(A), (2)(B), and (3)(A) by striking ''and Contract'' each place it appears.

(b) AMENDMENTS TO THE ARIZONA WATER SETTLEMENTS ACT OF 2004.—Section 104(a)(1)(B)(ii) of the Arizona Water Settlements Act of 2004 (Public Law 108–451; 118 Stat. 3487) is amended in the first sentence by striking ''claims to water in Arizona'' and inserting ''claims to the Little Colorado River in Arizona.''

(c) EFFECTIVE DATES.—The amendments made by subsections (a)(2)(A) and (b) take effect on the date of publication in the Federal Register of the statement of findings described in section 201(b).

SEC. 206. RETENTION OF LOWER COLORADO RIVER WATER FOR FUTURE LOWER COLORADO RIVER SETTLEMENT.

(a) RETENTION OF CAP NIA PRIORITY WATER.—Notwithstanding section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487), the Secretary shall retain until January 1, 2031—

(1) 22,589 afy of the CAP NIA priority water referred to in section 104(a)(1)(A)(iii) of that Act (Public Law 108–451; 118 Stat. 3487) for use in a future settlement of the claims of the Navajo Nation to Lower Colorado River water; and

(2) 1,000 afy of the CAP NIA priority water referred to in section 104(a)(1)(A)(iii) of that Act (Public Law 108–451; 118 Stat. 3487) for use in a future settlement of the claims of the Hopi Tribe to Lower Colorado River water.

(b) RETENTION OF FOURTH PRIORITY MAINSTREAM COLORADO RIVER WATER.—The Secretary shall retain—

(1) 2,000 afy of the 3,500 afy of uncontracted Arizona fourth priority Colorado River water referred to in section 11.3 of the Arizona Water Settlement Agreement, among the Director of the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Secretary, dated August 16, 2004, for use in a future settlement of the claims of the Navajo Nation to Lower Colorado River water; and

(2) 1,500 afy of the 3,500 afy of uncontracted Arizona fourth priority Colorado River water referred to in subparagraph 11.3 of the Arizona Water Settlement Agreement, among the Director of the Arizona Department of Water Resources, the Central Arizona Water Conservation District, and the Secretary, dated August 16, 2004, for use in a future settlement of the claims of the Hopi Tribe to Lower Colorado River water.

(c) CONDITIONS.—

(1) NAVAJO NATION.—If Congress does not approve a settlement of the claims of the Navajo Nation to Lower Colorado River water by January 1, 2031, the 22,589 afy of CAP NIA priority water referred to in subsection (a)(1) shall be available to the Secretary under section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(2) HOPI TRIBE.—If Congress does not approve a settlement of the claims of the Hopi Tribe to Lower Colorado River water by January 1, 2031, the 1,000 afy of CAP NIA priority water referred to in subsection (a)(2) shall be available to the Secretary under section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(3) WATER RETAINED FOR THE NAVAJO NATION.—

(A) IN GENERAL.—Except as provided in subparagraph (B), the fourth priority Colorado River water retained for the Navajo Nation under subsection (b)(1) shall not be allocated, nor shall any contract be issued under the Boulder Canyon Project Act (42 U.S.C. 617 et seq.) for the use of the water, until a final Indian water rights settlement for the Navajo Nation has been approved by Congress, resolving the claims of the Navajo Nation to Lower Colorado River water within the State.

(B) ADJUDICATION OF NAVAJO NATION CLAIMS.—

(i) IN GENERAL.—Except as provided in paragraph (1) and subparagraph (C), if the claims of the Navajo Nation to Lower Colorado River water are fully and finally adjudicated through litigation without a settlement of those claims, the 22,589 afy of CAP NIA priority water referred to in subsection (a)(1) and the 2,000 afy of fourth priority Colorado River water referred to in subsection (b)(1)—

(I) shall no longer be retained as provided in those subsections; but

(II) shall be used to satisfy, in whole or in part, any rights of the Navajo Nation to Lower Colorado River water determined through that litigation.

(ii) MANNER AND EXTENT OF DISTRIBUTION.—

(I) IN GENERAL.—Notwithstanding the last sentence of section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487), the manner and extent to which the water described in clause (i) shall be used to satisfy any rights of the Navajo Nation shall be determined by the court in the litigation.

(II) CAP NIA PRIORITY WATER.—To the extent that any of the CAP NIA priority water is not needed to satisfy any rights of the Navajo Nation described in clause (i), the water shall be available to the Secretary under section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(III) FOURTH PRIORITY COLORADO RIVER WATER.—To the extent that any of the fourth priority Colorado River water is not needed to satisfy any rights of the Navajo Nation described in clause (i), the water shall be retained by the Secretary for uses relating to Indian water right settlements in the State.

(C) TERMINATION OF RETENTION OF CAP WATER.—

(i) IN GENERAL.—If the Navajo Nation files an action against the United States regarding the claims of the Navajo Nation to Lower Colorado River water or the operation of the Lower Colorado River after the Navajo Nation dismisses the court case described in section 109(e) and before January 1, 2031, the Secretary may, prior to any judicial determination of the claims asserted in the action, terminate the retention of the 22,589 afy of CAP NIA priority water described in subsection (a)(1).

(ii) REQUIREMENTS FOLLOWING TERMINATION.—If the Secretary terminates the retention of the 22,589 afy of CAP NIA priority water under this subsection, the Secretary shall—

(I) promptly give written notice of that action to the Navajo Nation and the Arizona Department of Water Resources; and

(II) use the 22,589 afy of CAP NIA priority water as provided in section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(4) WATER RETAINED FOR HOPI TRIBE.—

(A) IN GENERAL.—Except as provided in subparagraph (B), the fourth priority Colorado River water retained for the Hopi Tribe under subsection (b)(2) shall not be allocated, nor shall any contract be issued under the Boulder Canyon Project Act (43 U.S.C. 617 et seq.) for the use of the water, until a final Indian water rights settlement for the Hopi Tribe and the Navajo Nation has been approved by Congress, resolving the claims of the Hopi Tribe and the Navajo Nation to Lower Colorado River water within the State.

(B) ADJUDICATION OF HOPI TRIBE CLAIMS.—

(i) IN GENERAL.—Except as provided in paragraph (1) and subparagraph (C), if the

claims of the Hopi Tribe to the Lower Colorado River are fully and finally adjudicated through litigation without a settlement of those claims, the 1,000 afy of CAP NIA priority water referred to in subsection (a)(2) and the 1,500 afy of fourth priority Colorado River water referred to in subsection (b)(2)—

(I) shall no longer be retained as provided in those subsections; but

(II) shall be used to satisfy, in whole or in part, any rights of the Hopi Tribe to Lower Colorado River water determined through that litigation.

(ii) MANNER AND EXTENT OF DISTRIBUTION OF WATER.—

(I) IN GENERAL.—Notwithstanding the last sentence of section 104(a)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487), the manner and extent to which the water described in clause (i) shall be used to satisfy any rights of the Hopi Tribe shall be determined by the court in the litigation.

(II) CAP NIA PRIORITY WATER.—To the extent that any of the CAP NIA priority water is not needed to satisfy any rights of the Hopi Tribe described in clause (i), that water shall be available to the Secretary under section 104(A)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(III) FOURTH PRIORITY COLORADO RIVER WATER.—To the extent that any of the fourth priority Colorado River water is not needed to satisfy any rights of the Hopi Tribe described in clause (i), that water shall be retained by the Secretary for uses relating to Indian water right settlements in the State.

(C) TERMINATION OF RETENTION OF CAP WATER.—

(i) IN GENERAL.—If the Hopi Tribe files an action against the United States regarding the claims of the Hopi Tribe to Lower Colorado River water or the operation of the Lower Colorado River before January 1, 2031, the Secretary may, prior to any judicial determination of those claims, terminate the retention of the 1,000 afy of CAP NIA priority water described in subsection (a)(2).

(ii) REQUIREMENTS FOLLOWING TERMINATION.—If the Secretary terminates the retention of the 1,000 afy of CAP NIA priority water under this subparagraph, the Secretary shall—

(I) promptly give written notice of that action to the Hopi Tribe and the Arizona Department of Water Resources; and

(II) use the 1,000 afy of CAP NIA priority water as provided in section 104(A)(1)(B)(i) of the Arizona Water Settlements Act (Public Law 108–451; 118 Stat. 3487).

(5) EFFECT OF SECTION.—Nothing in this section determines, confirms, or limits the validity or extent of the claims of the Navajo Nation and the Hopi Tribe to Lower Colorado River water.

SEC. 207. AUTHORIZATION OF APPROPRIATIONS FOR FEASIBILITY STUDY.

There is authorized to be appropriated to complete the feasibility investigations of the Western Navajo Pipeline component of the North Central Arizona Water Supply Study $3,300,000.

SUBMITTED RESOLUTIONS

SENATE RESOLUTION 372—RECOGNIZING THE IMPORTANCE OF THE UNITED STATES-EGYPT RELATIONSHIP, AND URGING THE GOVERNMENT OF EGYPT TO PROTECT CIVIL LIBERTIES AND CEASE INTIMIDATION AND PROSECUTION OF CIVIL SOCIETY WORKERS AND DEMOCRACY ACTIVISTS, AND FOR OTHER PURPOSES

Mr. KERRY (for himself, Mr. INHOFE, Mrs. BOXER, and Mr. DURBIN) submitted the following resolution; which was placed on the calendar:

S. RES. 372

Whereas the Governments and people of the United States and Egypt enjoy a long history of a strong strategic partnership;

Whereas the United States Government seeks to maintain robust bilateral relations with the Government and people of Egypt so that they may continue to work together toward our shared goals of peace, security, and economic prosperity in Egypt and the region;

Whereas, on February 11, 2011, peaceful mass protests succeeded in bringing an end to the authoritarian rule of Hosni Mubarak;

Whereas the United States Government and the international community stood by the people of Egypt as they began to undertake their transition to a democracy;

Whereas there have been numerous clashes between security personnel and protesters, including Egyptians who were calling for a swifter transition to civilian-led rule;

Whereas, on November 28 and 29, 2011, the first of three rounds of parliamentary elections began in Egypt, which have been deemed largely free and fair by civil society observers and monitors;

Whereas United States-based organizations such as the National Democratic Institute, the International Republican Institute, Freedom House, and the International Center for Journalists were in Egypt to support and promote democratic activity, including elections, adherence to the rule of law, and the existence of a free press;

Whereas certain of those organizations had been operating openly in Egypt for many years, had long sought formal registration and had never received rejections of their applications, had exhibited an unprecedented level of transparency, and had only recently become the targets of malicious reporting by state-run media in Egypt;

Whereas, on December 29, 2011, the Government of Egypt raided the offices of the National Democratic Institute, the International Republican Institute, Freedom House, the International Center for Journalists, and several other Egyptian and international civil society organizations in Egypt, confiscating their property and equipment;

Whereas the Government of Egypt announced that it would launch investigations into hundreds of civil society organizations, has targeted and interrogated staff of these organizations, and has imposed restrictions on the movement of United States citizens who are staff members of these organizations, including placing them on a ''no-fly'' list to prohibit departure from the country;

Whereas, on February 5, 2012, the Government of Egypt announced that it would refer for arrest more than 40 staff members of various nongovernmental organizations, among them 16 United States citizens, including staff of the United States-based National Democratic Institute, the International Republican Institute, Freedom House, the International Center for Journalists, and Germany-based Konrad Adenauer Stiftung;

Whereas in the Consolidated Appropriations Act, 2012 (Public Law 112–74), Congress conditioned economic and military assistance to Egypt on the Secretary of State's certification that Egypt is meeting its obligations under the 1979 Peace Treaty with Israel and that it is supporting the transition to a civilian government, including by holding free and fair elections and protecting freedoms of expression, association, and religion and due process of law;

Whereas Secretary of State Hillary Clinton has stated that the United States Government has ''deep concerns about what is happening to our NGOs, and Americans and others who work for them. . . We do not believe there is any basis for these investigations, these raids on the sites that the NGOs operate out of, the seizure of their equipment, and certainly no basis for prohibiting the exit from the country by individuals who have been working with our NGOs.'';

Whereas restricting the space for civil society engagement dishonors the promise of the Egyptian revolution and could potentially damage the country's transition to democracy; and

Whereas, according to Secretary of State Clinton, ''We have worked very hard the last year to put into place financial assistance and other support for the economic and political reforms that are occurring in Egypt, and we will have to closely review these matters as it comes time for us to certify whether or not any of these funds from our government can be made available under these circumstances.'': Now, therefore, be it

Resolved, That the Senate—

(1) acknowledges the central and historic importance of the United States-Egyptian strategic partnership in advancing the common interests of both countries, including peace and security in the broader Middle East and North Africa;

(2) reiterates its support for the people of Egypt during a difficult political transition towards a more representative and responsive democratic government;

(3) praises the work that United States democracy promotion organizations such as the National Democratic Institute, the International Republican Institute, Freedom House, and the International Center for Journalists, do internationally to strengthen civic institutions, democratic practice, political parties, the rule of law, respect for human rights, and protections for independent media;

(4) reaffirms the commitment of the Government and people of the United States to universal rights of freedom of expression, religion, assembly, and association, including Internet freedom;

(5) notes the critical role civil society plays in democratic societies and applauds the work of democracy promotion, human rights, and developmental organizations in Egypt;

(6) expresses deep concern at the intimidation and media manipulation against democracy activists and Egyptian and international civil society organizations in Egypt;

(7) urges the Government of Egypt to protect civil liberties for all citizens, embrace transparency and accountability, and promote the creation of a vibrant civil society;

(8) calls upon the Government of Egypt to immediately cease its intimidation and prosecution of civil society workers and democracy activists of all nationalities in Egypt, including Egyptians, and to allow non-Egyptian civil society workers to voluntarily leave the country; and