

the Federal Reserve, the FDIC, the Office of the Comptroller of the Currency, the Administrative Office of the U.S. Courts, the National Conference of Bankruptcy Judges, the National Bankruptcy Conference, and the International Swaps and Derivatives Association. The comments received from these parties served as the basis for the revisions to the discussion draft that was the subject of the July 15 Subcommittee hearing.

Mr. BACHUS. Again, I thank the chairmen, the ranking members, and their staff for putting this together.

The resolution process for financial institutions is one of the pieces of unfinished business from the 2008 financial crisis, and we will finish some of that business hopefully before the year is out. The American people are hungry for us to do some good things in a spirit of bipartisanship, and they are getting that today.

Mr. CONYERS. Mr. Speaker, I yield back the balance of my time.

Mr. GOODLATTE. Mr. Speaker, I urge my colleagues to support this important legislation, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Virginia (Mr. GOODLATTE) that the House suspend the rules and pass the bill, H.R. 5421, as amended.

The question was taken; and (two-thirds being in the affirmative) the rules were suspended and the bill, as amended, was passed.

A motion to reconsider was laid on the table.

## BILL WILLIAMS RIVER WATER RIGHTS SETTLEMENT ACT OF 2014

Mr. HASTINGS of Washington. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 4924) to direct the Secretary of the Interior to enter into the Big Sandy River-Planet Ranch Water Rights Settlement Agreement and the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement, to provide for the lease of certain land located within Planet Ranch on the Bill Williams River in the State of Arizona to benefit the Lower Colorado River Multi-Species Conservation Program, and to provide for the settlement of specific water rights claims in the Bill Williams River watershed in the State of Arizona.

The Clerk read the title of the bill.

The text of the bill is as follows:

H.R. 4924

*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 “Bill Williams River Water Rights Settlement Act of 2014”.

### SEC. 2. PURPOSES.

The purposes of this Act are—

(1) to achieve a fair, equitable, and final settlement of certain claims among certain parties to water rights in the Bill Williams River watershed in the State of Arizona for—

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

(B) the Department of the Interior, acting on behalf of the Department and, as speci-

fied, the United States as trustee for the Hualapai Tribe, the members of the Tribe, and the allottees;

(2) to approve, ratify, and confirm—

(A) the Big Sandy River-Planet Ranch Water Rights Settlement Agreement entered into among the Hualapai Tribe, the United States as trustee for the Tribe, the members of the Tribe and allottees, the Secretary of the Interior, the Arizona department of water resources, Freeport Minerals Corporation, and the Arizona Game and Fish Commission, to the extent the Big Sandy River-Planet Ranch Agreement is consistent with this Act; and

(B) the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement entered into among the Tribe, the United States as trustee for the Tribe, members of the Tribe, the allottees, and the Freeport Minerals Corporation, to the extent the Hualapai Tribe Agreement is consistent with this Act;

(3) to authorize and direct the Secretary—

(A) to execute the duties and obligations of the Secretary under the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, and this Act;

(B)(i) to remove objections to the applications for the severance and transfer of certain water rights, in partial consideration of the agreement of the parties to impose certain limits on the extent of the use and transferability of the severed and transferred water right and other water rights; and

(ii) to provide confirmation of those water rights; and

(C) to carry out any other activity necessary to implement the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement in accordance with this Act;

(4) to advance the purposes of the Lower Colorado River Multi-Species Conservation Program;

(5) to secure a long-term lease for a portion of Planet Ranch, along with appurtenant water rights primarily along the Bill Williams River corridor, for use in the Conservation Program;

(6) to bring the leased portion of Planet Ranch into public ownership for the long-term benefit of the Conservation Program; and

(7) to secure from the Freeport Minerals Corporation non-Federal contributions—

(A) to support a tribal water supply study necessary for the advancement of a settlement of the claims of the Tribe for rights to Colorado River water; and

(B) to enable the Tribe to secure Colorado River water rights and appurtenant land, increase security of the water rights of the Tribe, and facilitate a settlement of the claims of the Tribe for rights to Colorado River water.

### SEC. 3. DEFINITIONS.

In this Act:

(1) ADWR.—The term “ADWR” means the Arizona department of water resources, established pursuant to title 45 of the Arizona Revised Statutes (or a successor agency or entity).

(2) ALLOTMENT.—The term “allotment” means the 4 off-reservation parcels held in trust by the United States for individual Indians in the Big Sandy River basin in Mohave County, Arizona, under the patents numbered 1039995, 1039996, 1039997, and 1019494.

(3) ALLOTTEE.—The term “allottee” means any Indian owner of an allotment under a patent numbered 1039995, 1039996, 1039997, or 1019494.

(4) ARIZONA GAME AND FISH COMMISSION.—The term “Arizona Game and Fish Commission” means the entity established pursuant to title 17 of the Arizona Revised Statutes to

control the Arizona game and fish department (or a successor agency or entity).

(5) BAGDAD MINE COMPLEX AND BAGDAD TOWNSITE.—The term “Bagdad Mine Complex and Bagdad Townsite” means the geographical area depicted on the map attached as exhibit 2.9 to the Big Sandy River-Planet Ranch Agreement.

(6) BIG SANDY RIVER-PLANET RANCH AGREEMENT.—The term “Big Sandy River-Planet Ranch Agreement” means the Big Sandy River-Planet Ranch Water Rights Settlement Agreement dated July 2, 2014, and any amendment or exhibit (including exhibit amendments) to that Agreement that is—

(A) made in accordance with this Act; or

(B) otherwise approved by the Secretary and the parties to the Big Sandy River-Planet Ranch Agreement.

(7) BILL WILLIAMS RIVER WATERSHED.—The term “Bill Williams River watershed” means the watershed drained by the Bill Williams River and the tributaries of that river, including the Big Sandy and Santa Maria Rivers.

(8) CONSERVATION PROGRAM.—The term “Conservation Program” has the meaning given the term “Lower Colorado River Multi-Species Conservation Program” in section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1327).

(9) CORPORATION.—

(A) IN GENERAL.—The term “Corporation” means the Freeport Minerals Corporation, incorporated in the State of Delaware.

(B) INCLUSIONS.—The term “Corporation” includes all subsidiaries, affiliates, successors, and assigns of the Freeport Minerals Corporation (such as Byner Cattle Company, incorporated in the State of Nevada).

(10) DEPARTMENT.—The term “Department” means the Department of the Interior and all constituent bureaus of that Department.

(11) ENFORCEABILITY DATE.—The term “enforceability date” means the date described in section 9.

(12) FREEPORT GROUNDWATER WELLS.—

(A) IN GENERAL.—The term “Freeport Groundwater Wells” means the 5 wells identified by ADWR well registration numbers—

(i) 55–592824;

(ii) 55–595808;

(iii) 55–595810;

(iv) 55–200964; and

(v) 55–908273.

(B) INCLUSIONS.—The term “Freeport Groundwater Wells” includes any replacement of a well referred to in subparagraph (A) drilled by or for the Corporation to supply water to the Bagdad Mine Complex and Bagdad Townsite.

(C) EXCLUSIONS.—The term “Freeport Groundwater Wells” does not include any other well owned by the Corporation at any other location.

(13) HUALAPAI TRIBE AGREEMENT.—The term “Hualapai Tribe Agreement” means the Hualapai Tribe Bill Williams River Water Rights Settlement Agreement dated July 2, 2014, including any amendment or exhibit (including exhibit amendments) to that Agreement that is—

(A) made in accordance with this Act; or

(B) otherwise approved by the Secretary and the parties to the Agreement.

(14) HUALAPAI TRIBE WATER RIGHTS SETTLEMENT AGREEMENT.—The term “Hualapai Tribe Water Rights Settlement Agreement” means the comprehensive settlement agreement in the process of negotiation as of the date of enactment of this Act to resolve the claims of the Tribe for rights to Colorado River water and Verde River water with finality.

(15) INJURY.—

(A) IN GENERAL.—The term “injury”, with respect to a water right, means any interference with, diminution of, or deprivation of the water right under Federal, State, or other law.

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

(16) LINCOLN RANCH.—The term “Lincoln Ranch” means the property owned by the Corporation described in the special warranty deed recorded on December 4, 1995, at Book 1995 and Page 05874 in the official records of La Paz County, Arizona.

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

(A) is depicted as 3 contiguous allotments identified as 1A, 1B, and 1C on the map attached to the Big Sandy River-Planet Ranch Agreement as exhibit 2.10; and

(B) is held in trust for certain allottees.

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

(A) is depicted on the map attached to the Big Sandy River-Planet Ranch Agreement as exhibit 2.10; and

(B) is held in trust for certain allottees.

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

(A) is depicted on the map attached to the Big Sandy River-Planet Ranch Agreement as exhibit 2.10;

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

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

(20) PARTY.—The term “party” means an individual or entity that is a signatory to—

(A) the Big Sandy River-Planet Ranch Agreement; or

(B) the Hualapai Tribe Agreement.

(21) PLANET RANCH.—The term “Planet Ranch” means the property owned by the Corporation described—

(A) in the special warranty deed recorded on December 14, 2011, at Book 2011 and Page 05267 in the official records of La Paz County, Arizona; and

(B) as Instrument No. 2011-062804 in the official records of Mohave County, Arizona.

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

(23) SEVER AND TRANSFER APPLICATIONS.—The term “sever and transfer applications” means the applications filed or amended by the Corporation and pending on the date of enactment of this Act to sever and transfer certain water rights—

(A) from Lincoln Ranch and from Planet Ranch to the Wikieup Wellfield for use at the Bagdad Mine Complex and Bagdad Townsite; and

(B) from portions of Planet Ranch (as determined on the date on which the applications were filed or amended) to new locations within Planet Ranch.

(24) TRIBE.—The term “Tribe” means the Hualapai Tribe, organized under section 16 of the Act of June 18, 1934 (25 U.S.C. 476) (commonly known as the “Indian Reorganization Act”), and recognized by the Secretary.

(25) WATER RIGHT.—The term “water right” means—

(A) any right in or to groundwater, surface water, or effluent under Federal, State, or other law; and

(B) for purposes of subsections (d) and (e) of section 5, any right to Colorado River water.

(26) WIKIEUP WELLFIELD.—The term “Wikieup Wellfield” means the geographical area depicted on the map attached as exhibit 2.10 to the Big Sandy River-Planet Ranch Agreement.

#### SEC. 4. BIG SANDY RIVER-PLANET RANCH AGREEMENT.

(a) IN GENERAL.—Except to the extent that any provision of, or amendment to, the Big Sandy River-Planet Ranch Agreement conflicts with this Act—

(1) the Big Sandy River-Planet Ranch Agreement is authorized, ratified, and confirmed; and

(2) any amendment to the Big Sandy River-Planet Ranch Agreement executed to make the Big Sandy River-Planet Ranch Agreement consistent with this Act is authorized, ratified, and confirmed.

(b) EXECUTION.—To the extent that the Big Sandy River-Planet Ranch Agreement does not conflict with this Act, and in support of the purposes of this Act, the Secretary shall execute—

(1) the Big Sandy River-Planet Ranch Agreement (including all exhibits to the Big Sandy River-Planet Ranch Agreement requiring the signature of the Secretary);

(2) any amendment to the Big Sandy River-Planet Ranch Agreement (including any amendment to an exhibit of the Big Sandy River-Planet Ranch Agreement requiring the signature of the Secretary) that is necessary to make the Big Sandy River-Planet Ranch Agreement consistent with this Act; and

(3) a conditional withdrawal of each objection filed by the Bureau of Indian Affairs, the Bureau of Land Management, and the United States Fish and Wildlife Service to the sever and transfer applications in the form set forth in exhibit 4.2.1(ii)(b) to the Big Sandy River-Planet Ranch Agreement.

(c) MODIFICATIONS AND CORRECTIONS.—The Secretary may execute any other amendment to the Big Sandy River Planet-Ranch Agreement (including any amendment to an exhibit to the Big Sandy River-Planet Ranch Agreement requiring the signature of the Secretary) that is not inconsistent with this Act, if the amendment—

(1) is approved by the Secretary and the parties to the Big Sandy River-Planet Ranch Agreement; and

(2) does not require approval by Congress.

(d) PROHIBITION.—The Secretary shall not file an objection to any amendment to the sever and transfer applications or any new sever or transfer application filed by the Corporation to accomplish the sever and transfer of 10,055 acre-feet per year of water rights from Planet Ranch and Lincoln Ranch to the Wikieup Wellfield, subject to the condition that the form of such an amendment or new application shall be substantially similar to a form attached to the Big Sandy River-Planet Ranch Agreement as exhibit 4.2.1(ii)(a)(1) or 4.2.1(ii)(a)(2).

#### SEC. 5. HUALAPAI TRIBE AGREEMENT.

(a) IN GENERAL.—Except to the extent that any provision of, or amendment to, the Hualapai Tribe Agreement conflicts with this Act—

(1) the Hualapai Tribe Agreement is authorized, ratified, and confirmed; and

(2) any amendment to the Hualapai Tribe Agreement executed to make the Hualapai Tribe Agreement consistent with this Act is authorized, ratified, and confirmed.

(b) EXECUTION.—To the extent that the Hualapai Tribe Agreement does not conflict with this Act, and in support of the purposes of this Act, the Secretary shall execute—

(1) the Hualapai Tribe Agreement (including all exhibits to the Hualapai Tribe Agreement requiring the signature of the Secretary); and

(2) any amendment to the Hualapai Tribe Agreement (including any amendment to an exhibit of the Hualapai Tribe Agreement requiring the signature of the Secretary) that is necessary to make the Hualapai Tribe Agreement consistent with this Act.

(c) MODIFICATIONS AND CORRECTIONS.—The Secretary may execute any other amendment to the Hualapai Tribe Agreement (including any amendment to an exhibit to the Hualapai Tribe Agreement requiring the signature of the Secretary) that is not inconsistent with this Act, if the amendment—

(1) is approved by the Secretary and the parties to the Hualapai Tribe Agreement; and

(2) does not require approval by Congress.

(d) CONTRIBUTION OF CORPORATION TO ECONOMIC DEVELOPMENT FUND.—

(1) IN GENERAL.—The contribution of the Corporation to the economic development fund of the Tribe, as provided in section 8.1 of the Hualapai Tribe Agreement—

(A) may be used by the Tribe for the limited purpose of facilitating settlement of the claims of the Tribe for rights to Colorado River water by enabling the Tribe—

(i) to acquire Colorado River water rights with the intent to increase the security of the water rights of the Tribe; and

(ii) to otherwise facilitate the use of water on the Hualapai Reservation;

(B) shall be considered to be a non-Federal contribution that counts toward any non-Federal contribution associated with a settlement of the claims of the Tribe for rights to Colorado River water; and

(C) shall not be—

(i) considered to be trust funds; or

(ii) subject to responsibility or management by the United States as trustee for the Tribe, members of the Tribe, and the allottees.

(2) LIMITATION ON TRANSFER OF WATER RIGHTS.—The Colorado River water rights acquired by the Tribe may be used off the Hualapai Reservation only for irrigation of acquired appurtenant land, or for storage in accordance with Federal and State law in a permitted recharge facility in the State of Arizona, subject to the conditions that—

(A) the Tribe shall not seek to transfer or sell accumulated long-term storage credits generated from the storage of the acquired Colorado River water rights; and

(B) the Tribe shall not seek approval to change the place of use of the acquired Colorado River water rights, except for the purposes of storing the water in accordance with this paragraph.

(3) EXPIRATION.—The limitation provided under paragraph (2) expires on the earlier of—

(A) the date on which the Hualapai Tribe Water Rights Settlement Agreement becomes enforceable; and

(B) December 31, 2039.

(4) COLORADO RIVER WATER RIGHTS COUNTED AGAINST CLAIMS OF TRIBE.—

(A) IN GENERAL.—If the Hualapai Tribe Water Rights Settlement Agreement does not become enforceable by December 31, 2039, any Colorado River water rights acquired by the Tribe with the contribution of the Corporation to the economic development fund of the Tribe shall be counted, on an acre-foot per acre-foot basis, toward the claims of the Tribe for rights to Colorado River water.

(B) EFFECT OF PARAGRAPH.—Nothing in this paragraph restricts any claim for rights of the Tribe to Colorado River water.

(e) FUTURE LIMITATIONS ON LAND TAKEN INTO TRUST.—As provided in section 10.11 of the Hualapai Tribe Agreement, the parties to the Hualapai Tribe Agreement shall negotiate in good faith with other parties the terms under which any land within the State of Arizona held or acquired in fee by the Tribe may be taken into trust by the United States for the benefit of the Tribe, with any applicable terms to be incorporated into the Hualapai Tribe Water Rights Settlement Agreement, subject to approval by Congress.

#### SEC. 6. WAIVERS, RELEASES, AND RETENTION OF CLAIMS.

(a) CLAIMS BY DEPARTMENT UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT.—

(1) IN GENERAL.—Except as provided in paragraph (3), the Secretary is authorized to execute a waiver and release of all claims of the Department, acting in its own capacity,

against the Corporation under Federal, State, or any other law for—

(A) all past and present claims for injury to water rights resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells arising prior to the enforceability date;

(B) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement; and

(C) all past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement.

(2) **EFFECTIVE DATE.**—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in exhibit 7.2(ii) to the Big Sandy River-Planet Ranch Agreement; and

(B) take effect on the enforceability date.

(3) **RETENTION OF RIGHTS.**—The Department shall retain all rights not expressly waived under paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or this Act in any court of competent jurisdiction (but not a tribal court); and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or this Act.

(b) **CLAIMS BY TRIBE AND UNITED STATES AS TRUSTEE UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT.**—

(1) **IN GENERAL.**—Except as provided in paragraph (3), the Tribe and the United States, acting as trustee for the Tribe and members of the Tribe, are authorized to execute a waiver and release of all claims against the Corporation for—

(A) any water rights of the Tribe or the United States as trustee for the Tribe and members of the Tribe with respect to Parcel 3 in excess of 300 acre-feet per year;

(B) all past and present claims for injury to water rights arising before the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells; and

(C) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement.

(2) **EFFECTIVE DATE.**—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in exhibit 7.1(ii) to the Hualapai Tribe Agreement; and

(B) take effect on the enforceability date.

(3) **RETENTION OF RIGHTS.**—The Tribe and the United States, acting as trustee for the Tribe and members of the Tribe, shall retain all rights not expressly waived under paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or this Act in any court of competent jurisdiction (but not a tribal court); and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or this Act.

(c) **CLAIMS BY UNITED STATES AS TRUSTEE FOR ALLOTTEES UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT.**—

(1) **IN GENERAL.**—Except as provided in paragraph (3), the United States, acting as

trustee for the allottees, is authorized to execute a waiver and release of all claims against the Corporation for—

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

(i) Parcel 1 in excess of 82 acre-feet per year; or

(ii) Parcel 2 in excess of 312 acre-feet per year;

(B) all past and present claims for injury to water rights arising before the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells; and

(C) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Wikieup Wellfield or the Freeport Groundwater Wells in a manner not in violation of the Big Sandy River-Planet Ranch Agreement.

(2) **EFFECTIVE DATE.**—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in exhibit 7.1(ii) to the Hualapai Tribe Agreement; and

(B) take effect on the enforceability date.

(3) **RETENTION OF RIGHTS.**—The United States, acting as trustee for the allottees, shall retain all rights not expressly waived under paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement or this Act in any court of competent jurisdiction (but not a tribal court); and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement or this Act.

(d) **CLAIMS BY TRIBE AND UNITED STATES AS TRUSTEE UNDER HUALAPAI TRIBE AGREEMENT.**—

(1) **IN GENERAL.**—Except as provided in paragraph (3), the Tribe and the United States, acting as trustee for the Tribe, members of the Tribe, and the allottees, as part of the performance of obligations under the Hualapai Tribe Agreement, are authorized to execute a waiver and release of all claims that the Tribe or the United States as trustee for the Tribe, members of the Tribe, or the allottees may have against the Corporation under Federal, State, or any other law, for—

(A) all past and present claims for injury to water rights resulting from the diversion of water by the Corporation from the Bill Williams River watershed arising prior to the enforceability date;

(B) all claims for injury to water rights arising after the enforceability date resulting from the diversion of water by the Corporation from the Bill Williams River watershed in a manner not in violation of the Hualapai Tribe Agreement or the Big Sandy River-Planet Ranch Agreement; and

(C) all past, present, and future claims arising out of, or relating in any manner to, the negotiation or execution of the Hualapai Tribe Agreement.

(2) **EFFECTIVE DATE.**—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in exhibit 7.1(ii) to the Hualapai Tribe Agreement; and

(B) take effect on the enforceability date.

(3) **RETENTION OF RIGHTS.**—The Tribe and the United States, acting as trustee for the Tribe, the members of the Tribe, and the allottees, shall retain all rights not expressly waived under paragraph (1), including the right to assert—

(A) subject to paragraph 10.5 of the Hualapai Tribe Agreement, a claim for breach of, or to seek enforcement of, the Hualapai Tribe Agreement or this Act in any

court of competent jurisdiction (but not a tribal court);

(B) any claim for injury to, or to seek enforcement of, the rights of the Tribe under any applicable judgment or decree approving or incorporating the Hualapai Tribe Agreement; and

(C) any past, present, or future claim to water rights that is not inconsistent with the Hualapai Tribe Agreement or this Act.

(e) **CLAIMS BY TRIBE AGAINST UNITED STATES UNDER BIG SANDY RIVER-PLANET RANCH AGREEMENT AND HUALAPAI TRIBE AGREEMENT.**—

(1) **IN GENERAL.**—In consideration for the benefits to the Tribe, as set forth in the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, and this Act, except as provided in paragraph (3), the Tribe, on behalf of the Tribe and the members of the Tribe, is authorized to execute a waiver and release of all claims against the United States and the agents and employees of the United States for—

(A) all past, present, and future claims relating to claims for water rights for Parcel 3 in excess of 300 acre-feet per year that the United States, acting as trustee for the Tribe, asserted or could have asserted against any party to the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement, including the Corporation, including claims relating to—

(i) loss of water, water rights, land, or natural resources due to loss of water or water rights on Parcel 3 (including damages, losses, or injuries to hunting, fishing, and gathering rights due to loss of water, water rights, or subordination of water rights); or

(ii) failure to protect, acquire, replace, or develop water, water rights, or water infrastructure on Parcel 3;

(B) all past, present, and future claims relating to injury to water rights associated with Parcel 3 arising from withdrawal of a protest to the sever and transfer applications referenced in the Big Sandy River-Planet Ranch Agreement;

(C) all claims relating to injury to water rights arising after the enforceability date associated with Parcel 3, resulting from the diversion of water by the Corporation from the Bill Williams River watershed in a manner not in violation of the Hualapai Tribe Agreement; and

(D) all past, present, and future claims relating to any potential injury arising out of, or relating in any manner to, the negotiation or execution of the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement.

(2) **EFFECTIVE DATE.**—The waivers and releases of claims under paragraph (1) shall—

(A) be in the form set forth in, as applicable—

(i) exhibit 7.6(ii) to the Big Sandy River-Planet Ranch Agreement; or

(ii) exhibit 7.3(ii) to the Hualapai Tribe Agreement; and

(B) take effect on the enforceability date.

(3) **RETENTION OF RIGHTS.**—The Tribe shall retain all rights not expressly waived under paragraph (1), including the right—

(A) to assert any claim for breach of, or to seek enforcement of, the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, or this Act in any court of competent jurisdiction (but not a tribal court); and

(B) to assert any past, present, or future claim to a water right that is not inconsistent with the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, or this Act.

## **SEC. 7. ADMINISTRATION.**

(a) **AMENDMENTS.**—

(1) **DEFINITIONS.**—Section 9401 of the Omnibus Public Land Management Act of 2009

(Public Law 111–11; 123 Stat. 1327) is amended—

(A) by redesignating paragraphs (1) through (5) as paragraphs (2) through (6), respectively; and

(B) by inserting before paragraph (2) (as so redesignated) the following:

“(1) BIG SANDY RIVER-PLANET RANCH AGREEMENT.—The term ‘Big Sandy River-Planet Ranch Agreement’ has the meaning given the term in section 3 of the Bill Williams River Water Rights Settlement Act of 2014.”.

(2) ENFORCEABILITY.—Section 9403 of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1328) is amended—

(A) by striking the section designation and heading and all that follows through “Due to” in subsection (a) and inserting the following:

**“SEC. 9403. ENFORCEABILITY.**

“(a) CIVIL ACTIONS.—

“(1) COLORADO RIVER CIVIL ACTIONS.—

“(A) DESCRIPTION OF CIVIL ACTION.—Due to”; and

(B) in subsection (a) (as amended by subparagraph (A))—

(i) in paragraph (1) (as so amended), by adding at the end the following:

“(B) VENUE.—Any civil action under this paragraph may be brought in any United States district court in the State in which any non-Federal party to the civil action is situated.”; and

(ii) by adding at the end the following:

“(2) BILL WILLIAMS CIVIL ACTIONS.—

“(A) DESCRIPTION OF CIVIL ACTION.—Due to the unique role of the Lower Colorado River Multi-Species Conservation Program in resolving competing water rights claims in the Bill Williams River watershed (as defined in section 3 of the Bill Williams River Water Rights Settlement Act of 2014) and other claims among the parties to the Big Sandy River Planet Ranch Agreement, any party to the Big Sandy River-Planet Ranch Agreement may commence a civil action in a court described in subparagraph (B) relating only and directly to the interpretation or enforcement of—

“(i) the Bill Williams River Water Rights Settlement Act of 2014; or

“(ii) the Big Sandy River-Planet Ranch Agreement.

“(B) VENUE.—A civil action under this paragraph may be brought in—

“(i) the United States District Court for the District of Arizona; or

“(ii) a State court of competent jurisdiction where a pending action has been brought to adjudicate the water rights associated with the Bill Williams River system and source, in accordance with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the ‘McCarran Amendment’) (43 U.S.C. 666).”;

(3) in subsection (b)—

(A) by striking “The district” and inserting the following:

“(1) IN GENERAL.—The district”;

(B) in paragraph (1) (as so designated), by striking “such actions” and inserting “civil actions described in subsection (a)(1)”; and

(C) by adding at the end the following:

“(2) STATE COURTS AND DISTRICT COURTS.—A State court or United States district court—

“(A) shall have jurisdiction over civil actions described in subsection (a)(2); and

“(B) may issue such orders, judgments, and decrees as are consistent with the exercise of jurisdiction by the court pursuant to—

“(i) this section; or

“(ii) section 7 of the Bill Williams River Water Rights Settlement Act of 2014.

“(3) EFFECT OF SUBSECTION.—Nothing in this subsection affects the jurisdiction that would otherwise be available in accordance

with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the ‘McCarran Amendment’) (43 U.S.C. 666).”;

(4) in subsection (d)(2), by striking the paragraph designation and heading and all that follows through subparagraph (A) and inserting the following:

“(2) APPLICABILITY.—This section—

“(A) applies only to—

“(i) the Lower Colorado River Multi-Species Conservation Program; and

“(ii) the Bill Williams River Water Rights Settlement Act of 2014; and

“(iii) the Big Sandy River-Planet Ranch Agreement; and”;

(5) by striking subsection (e).

(b) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

(1) IN GENERAL.—If any party to the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement brings a civil action in a court described in paragraph (2) relating only and directly to the interpretation or enforcement of this Act (or an amendment made by this Act), the Big Sandy River-Planet Ranch Agreement, or the Hualapai Tribe Agreement—

(A) the Tribe and the United States, acting as trustee for the Tribe, members of the Tribe, or the allottees, may be named as a party or joined in the civil action; and

(B) any claim by the Tribe or the United States, acting as trustee for the Tribe, members of the Tribe, or the allottees, to sovereign immunity from the civil action is waived, but only for the limited and sole purpose of the interpretation or enforcement of this Act (or an amendment made by this Act), the Big Sandy River-Planet Ranch Agreement, or the Hualapai Tribe Agreement.

(2) VENUE.—A court referred to in paragraph (1) is—

(A) the United States District Court for the District of Arizona; or

(B) a State court of competent jurisdiction where a pending action has been brought to adjudicate the water rights associated with the Bill Williams River system and source, in accordance with the authority provided by section 208 of the Act of July 10, 1952 (commonly known as the ‘McCarran Amendment’) (43 U.S.C. 666).

(3) JURISDICTION.—A State court or a United States district court—

(A) shall have jurisdiction over civil actions described in paragraph (1); and

(B) may issue such orders, judgments, and decrees as are consistent with the exercise of jurisdiction by the court pursuant to—

(i) this section; or

(ii) section 9403(b) of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1328).

(4) NONWAIVER FOR CERTAIN CLAIMS.—Nothing in this subsection waives the sovereign immunity of the Tribe or the United States, acting as trustee for the Tribe, members of the Tribe, or the allottees, to claims for monetary damages, costs, or attorneys’ fees.

(c) ANTIDEFICIENCY.—

(1) IN GENERAL.—Notwithstanding any authorization of appropriations to carry out this Act, the expenditure or advance of any funds, and the performance of any obligation by the Department in any capacity, pursuant to this Act shall be contingent on the appropriation of funds for that expenditure, advance, or performance.

(2) LIABILITY.—The Department shall not be liable for the failure to carry out any obligation or activity authorized by this Act if adequate appropriations are not provided to carry out this Act.

(d) PUBLIC ACCESS.—Nothing in this Act prohibits reasonable public access to the Conservation Program land at Planet Ranch or Lincoln Ranch in a manner that is con-

sistent with all applicable Federal and State laws and any applicable conservation management plan implemented under the Conservation Program.

(e) EFFECT.—Nothing in the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, or this Act—

(1) affects the ability of the United States to carry out any action in the capacity of the United States as trustee for any other Indian tribe or allottee;

(2) except as provided in subsections (a) and (b), confers jurisdiction on any State court—

(A) to interpret Federal law or determine the duties of the United States or any other party pursuant to Federal law; or

(B) to conduct judicial review of a Federal agency action; or

(3) limits the right of any member of the Tribe (acting in an individual capacity) to assert or acquire any water right based on State law.

**SEC. 8. ENVIRONMENTAL COMPLIANCE.**

(a) IN GENERAL.—In implementing the Big Sandy River-Planet Ranch Agreement, the Hualapai Tribe Agreement, and this Act, the Secretary shall comply with all applicable Federal environmental laws (including regulations), including—

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

(2) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(b) EXECUTION OF AGREEMENTS.—The execution by the Secretary of the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement in accordance with this Act shall not constitute a major Federal action for purposes of section 102 of the National Environmental Policy Act of 1969 (42 U.S.C. 4332).

(c) UNITED STATES ENFORCEMENT AUTHORITY.—Nothing in this Act, the Big Sandy River-Planet Ranch Agreement, or the Hualapai Tribe Agreement affects any right of the United States to take any action (including any environmental action) under any law (including regulations and common law) relating to human health, safety, or the environment.

**SEC. 9. ENFORCEABILITY DATE.**

(a) IN GENERAL.—Except as provided in subsection (b), the enforceability date shall be the date on which the Secretary publishes in the Federal Register a statement of findings that—

(1)(A) to the extent that the Big Sandy River-Planet Ranch Agreement or the Hualapai Tribe Agreement conflict with this Act, the applicable agreement has been revised by amendment to eliminate the conflict; and

(B) the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement have been executed by all parties to those agreements;

(2) the Corporation has submitted to ADWR a conditional amendment of the sever and transfer applications for the Lincoln Ranch water right and amendments to the sever and transfer applications for Planet Ranch and Lincoln Ranch water rights consistent with section 4.2.1(ii)(a) of the Big Sandy River-Planet Ranch Agreement;

(3) the Secretary and the Arizona Game and Fish Commission have executed and filed with ADWR a conditional withdrawal of each objection described in section 4(b)(3);

(4)(A) ADWR has issued a conditional order approving the sever and transfer applications of the Corporation; and

(B) all objections to the sever and transfer applications have been—

(i) conditionally withdrawn; or

(ii) resolved in a decision issued by ADWR that is final and nonappealable;

(5) the Secretary has provided a notice to the parties to the Big Sandy River-Planet Ranch Agreement and the Hualapai Tribe Agreement that the Department has completed the legally required environmental compliance described in section 8;

(6) the steering committee for the Conservation Program has approved and authorized the manager of the Conservation Program to execute the lease in the form as set forth in exhibit 2.33 to the Big Sandy River-Planet Ranch Agreement; and

(7) the waivers and releases authorized by section 6 have been executed by the Tribe and the Secretary.

(b) **RATIFICATION AND EXECUTION OF AGREEMENTS.**—Notwithstanding subsection (a), for purposes of sections 4, 5, and 8, the Secretary shall carry out the requirements of this Act as promptly as practicable after the date of enactment of this Act.

(c) **FAILURE OF ENFORCEABILITY DATE TO OCCUR.**—If the Secretary does not publish a statement of findings under subsection (a) by December 15, 2015, or an extended date agreed to by the Tribe, the Secretary, and the Corporation, after providing reasonable notice to the State of Arizona—

(1) this Act is repealed effective beginning on the later of—

(A) December 31, 2015; and

(B) the date that is 14 days after the extended date agreed to by the Tribe, the Secretary, and the Corporation, after providing reasonable notice to the State of Arizona;

(2) any action taken by the Secretary to carry out this Act shall cease, and any agreement executed pursuant to this Act, shall be void; and

(3) the Tribe, members of the Tribe, the allottees, and the United States, acting as trustee for the Tribe, members of the Tribe, and the allottees, shall retain the right to assert past, present, and future claims to water rights and claims for injury to water rights in the Bill Williams River watershed.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Washington (Mr. HASTINGS) and the gentleman from California (Mr. LOWENTHAL) each will control 20 minutes.

The Chair recognizes the gentleman from Washington.

#### GENERAL LEAVE

Mr. HASTINGS of Washington. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days to revise and extend their remarks and include extraneous material on the bill under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Washington?

There was no objection.

Mr. HASTINGS of Washington. I yield myself as much time as I may consume.

Mr. Speaker, our colleague from Arizona (Mr. GOSAR) is the author of H.R. 4924, which is cosponsored by the entire bipartisan Arizona House delegation. The bill authorizes and codifies two water rights settlement agreements.

The bill will provide some water supply certainty for the Hualapai Tribe, a mining company, the Arizona Game and Fish Commission, and the Federal Government. Due to Federal trust responsibility for the tribe, congressional authorization and ratification of these agreements are necessary.

The bill does not impact Winters Doctrine rights, which are tribal water

rights set forth in a landmark 1908 Supreme Court case, nor does it authorize Federal expenditure of any kind since this bill involves just the first phase of an agreement. This creative bill provides benefits to all parties involved in these settlements without any Federal expense.

I urge my colleagues to support the legislation, and I reserve the balance of my time.

Mr. LOWENTHAL. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, H.R. 4924 would approve a water rights settlement agreement in the Bill Williams River Basin and settle a longstanding water rights dispute between the Hualapai Tribe and the Freeport-McMoRan Minerals Company.

Under this agreement, the Hualapai Tribe will confirm its water rights claims in the Bill Williams River Basin, receive protections for culturally significant springs, and secure a non-Federal contribution to enable future settlement of its water rights claims in the other river basins. The Freeport Company will also receive greater water certainty at one of its sites.

This legislation approves a fair settlement in the Bill Williams River Basin without requiring any new spending authorization. I support adoption of H.R. 4924 and urge my colleagues to support this legislation as well.

I reserve the balance of my time.

Mr. HASTINGS of Washington. Mr. Speaker, I am very pleased to yield 5 minutes to the gentleman from Arizona (Mr. GOSAR), the author of this legislation.

Mr. GOSAR. Mr. Speaker, I thank the chairman.

Mr. Speaker, I would like to start by thanking the House Committee on Natural Resources Chairman, DOC HASTINGS, and his staff for all their efforts on H.R. 4924.

As many of you are already aware, Chairman HASTINGS is leaving at the end of this Congress. DOC has served honorably since 1995. During my relatively short tenure in Congress, I have had the pleasure of working with Chairman HASTINGS on important matters, like protecting western water rights, improving our Nation's forest health, and increasing our access to American energy resources. Since this could be the last time I work with DOC on a bill, I would like to thank him for his leadership and for everything he has done to make our country a better place. Mr. Speaker, I am proud to call Chairman HASTINGS a friend and a mentor. He is one of the classiest individuals I have had the pleasure of serving with, and he will most certainly be missed.

Water in the West is critical to our future economic prosperity and, of course, is a limited resource on which there are many existing demands. H.R. 4924 is important legislation that will facilitate a fair and equitable settle-

ment of certain claims within the Bill Williams Watershed in Arizona amongst the Hualapai Tribe; Freeport-McMoRan, a mining company; the Arizona Game and Fish Commission; and the Federal Government. My bill is good for property owners, good for local economies and jobs, settles an outstanding water rights dispute, and will result in a net water benefit to the basin.

The first of the two agreements codified by this legislation allows for certain private water rights owned by Freeport to be severed and transferred to provide water certainty for one of the company's mining operations. The Baghdad mine has an economic impact of \$339.1 million to the State of Arizona and sustains nearly 4,000 direct and indirect jobs.

□ 1630

Under this first agreement, Freeport will also donate 3,400 acres of private land to Arizona Game and Fish Department to be managed as part of the Multi-Species Conservation Program.

Finally, this first agreement will benefit water users throughout the West as Freeport has agreed to cap its withdrawals of water in the Wikieup Wellfield at 10,055 acre-feet, despite being entitled to nearly 40,000 acre-feet of existing water rights. Thus, my bill will result in an overall net water use reduction in the basin of approximately 35,000 acre-feet per year.

The second of the two agreements approved by H.R. 4924 will secure certain water rights for the Hualapai Tribe as well as two non-Federal contributions that will be provided by Freeport to the tribe for an infrastructure fund and economic development fund.

In addition, there is a provision in H.R. 4924 that will allow for new public access for hunting and fishing on the lands involved with this legislation.

Furthermore, the local counties benefit from the good-paying jobs and tax revenue associated with the continued use of the mine.

H.R. 4924 passed the full House Natural Resources Committee by unanimous consent on November 19.

Preliminary Congressional Budget Office estimates indicate that the bill costs nothing to the Federal Government and will not score. The entire bipartisan Arizona delegation and both Houses of Congress strongly support H.R. 4924 and signed on as original cosponsors of this legislation.

Mr. Speaker, I appreciate the opportunity to discuss this legislation that is extremely important to the State of Arizona. I urge immediate adoption by the House and hope my colleagues in the Senate will follow our lead and pass this critical bill in a timely manner this Congress.

Mr. LOWENTHAL. Mr. Speaker, I yield back the balance of my time.

Mr. HASTINGS of Washington. Mr. Speaker, this is a good piece of legislation. I urge its adoption, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Washington (Mr. HASTINGS) that the House suspend the rules and pass the bill, H.R. 4924, as amended.

The question was taken; and (two-thirds being in the affirmative) the rules were suspended and the bill, as amended, was passed.

A motion to reconsider was laid on the table.

#### MAY 31, 1918 ACT REPEAL ACT

Mr. HASTINGS of Washington. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 5050) to repeal the Act of May 31, 1918, and for other purposes.

The Clerk read the title of the bill.

The text of the bill is as follows:

H.R. 5050

*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 “May 31, 1918 Act Repeal Act”.

#### SEC. 2. DEFINITIONS.

In this Act:

(1) 1918 ACT.—The term “1918 Act” means the Act of May 31, 1918 (40 Stat. 592, chapter 88).

(2) FORT HALL TOWNSITE.—The term “Fort Hall Townsite” means the land that was taken out of trust by being set aside or set apart under the 1918 Act on the Fort Hall Reservation, consisting of approximately 120 acres in the East Half of the Northeast Quarter in Section 35 and the West Half of the West Half of the Northwest Quarter in Section 36, Township 4 South, Range 34 East, Boise Meridian, Idaho, based upon a survey completed on May 19, 1921, and depicted on the document entitled “Plat of the Townsite of Fort Hall” on file with Bingham County, Idaho and the Tribes.

(3) TRIBES.—The term “Tribes” means the Shoshone-Bannock Tribes of the Fort Hall Reservation.

#### SEC. 3. REPEAL.

The 1918 Act is repealed.

#### SEC. 4. RIGHT OF FIRST REFUSAL.

(a) IN GENERAL.—The Tribes shall have the exclusive right of first refusal to purchase at fair market value any land—

- (1) within the Fort Hall Townsite; and
- (2) offered for sale.

(b) ACQUIRED LAND HELD IN TRUST.—The United States shall hold in trust for the benefit of the Tribes or a member of the Tribes, as applicable—

(1) any land owned or acquired by the Tribes or a member of the Tribes within the Fort Hall Townsite before the date of enactment of this Act; and

(2) any land owned or acquired by the Tribes or a member of the Tribes within the Fort Hall Townsite on or after the date of enactment of this Act.

#### SEC. 5. EFFECT.

Nothing in this Act affects any valid right to any land set aside or set apart under the 1918 Act.

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Washington (Mr. HASTINGS) and the gentleman from California (Mr. LOWENTHAL) each will control 20 minutes.

The Chair recognizes the gentleman from Washington.

#### GENERAL LEAVE

Mr. HASTINGS of Washington. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days in which to revise and extend their remarks and include extraneous material on the bill under consideration.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Washington?

There was no objection.

Mr. HASTINGS of Washington. Mr. Speaker, I yield myself as much time as I may consume.

Mr. Speaker, first, I would like to thank the gentleman from Idaho (Mr. SIMPSON), my colleague, for his hard work and leadership on H.R. 5050. He will be speaking on the bill later, so I will just provide a brief summary.

Under the Act of May 31, 1918, the Secretary of the Interior was authorized to set aside land for town-site purposes within the Fort Hall Indian Reservation in the State of Idaho. The town-site envisioned under the 1918 Act never came to fruition, and the land is now owned by a county. The tribe seeks restoration of the land into tribal ownership because the parcel is centrally located on the reservation and can't be used for economic development. This bill removes this unused reservation so that the land may be fully utilized by the tribe.

Again, Mr. Speaker, I want to thank my colleague, Mr. SIMPSON, for his work on behalf of the Fort Hall Indian Reservation, and I reserve the balance of my time.

Mr. LOWENTHAL. Mr. Speaker, I yield myself such time as I may consume.

Mr. Speaker, H.R. 5050 would repeal the Act of May 31, 1918, and give the Shoshone-Bannock Tribes of the Fort Hall Indian Reservation the exclusive right of first refusal to purchase, at fair market value, any land within the Fort Hall town-site which is offered for sale.

By repealing the 1918 Act, more land within the reservation's boundaries would be available to the Shoshone-Bannock Tribes and the Secretary would be prevented from possibly selling land within the designated town-site area. This bill would not affect current landowners and provides the Shoshone-Bannock Tribes only with the right of first refusal for any future transactions involving the lands.

Mr. Speaker, I support adoption of H.R. 5050 and urge my colleagues to support this legislation. I reserve the balance of my time.

Mr. HASTINGS of Washington. Mr. Speaker, I am very pleased to yield 3 minutes to the gentleman from Idaho (Mr. SIMPSON), the author of this legislation.

Mr. SIMPSON. Mr. Speaker, I thank Chairman HASTINGS for bringing this bill and the subsequent bill that will follow to the floor and see rapid action. I thank the gentleman for his support of this.

Let me also say that this is the last year that Chairman HASTINGS will be in Congress. He has chosen to retire at the end of this year, and it has been a pleasure to work with him on both resource issues and on energy and water issues that I am involved with. We are going to miss him and his 20 years of service representing Washington and all the people in this country. So I appreciate the work that you have done, and we will miss you.

Mr. Speaker, I rise today in support of H.R. 5050, the May 31, 1918 Act Repeal Act. This is a simple but significant piece of legislation addressing issues that impact the Shoshone-Bannock Tribes in Idaho.

As its name suggests, H.R. 5050 would repeal the 1918 Act that gives the Federal Government authority to unilaterally take Shoshone-Bannock tribal land out of trust and transfer it to a local government for use as a township. This act is antiquated, and any purpose it may have served toward its stated goal of providing trading opportunities for the tribes has long since expired. Today, thanks to an MOU dating back to 2009, the local county government has granted jurisdiction over the remaining town-site to the tribes for law enforcement, emergency services, roads, and infrastructure.

It is time to wipe this 1918 law off the books. From a practical standpoint, the tribes are already managing the land in question, for which the county has no interest in being responsible.

From a more general point of view, allowing the Federal Government the authority to unilaterally take tribal land out of trust violates the spirit of the relationship the government should have with the tribes. Repealing this act is the right and sensible thing to do.

Mr. Speaker, as I conclude today, I would like to take note that H.R. 5050 has been introduced by my colleagues in the Senate and was unanimously passed out of the committee, and I am hopeful that the Senate would take action on this quickly so that this bill and the subsequent bill can be signed into law and the tribes can move on these issues.

Mr. LOWENTHAL. Mr. Speaker, I yield back the balance of my time.

Mr. HASTINGS of Washington. Mr. Speaker, this is a good piece of legislation. I urge its adoption, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Washington (Mr. HASTINGS) that the House suspend the rules and pass the bill, H.R. 5050.

The question was taken.

The SPEAKER pro tempore. In the opinion of the Chair, two-thirds being in the affirmative, the ayes have it.

Mr. HASTINGS of Washington. Mr. Speaker, on that I demand the yeas and nays.

The yeas and nays were ordered.

The SPEAKER pro tempore. Pursuant to clause 8 of rule XX, further proceedings on this motion will be postponed.