

118TH CONGRESS
2D SESSION

H. R. 8940

To provide for the settlement of the water rights claims of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JULY 8, 2024

Mr. CISCOMANI (for himself, Mr. STANTON, Mr. GRIJALVA, and Mr. SCHWEIKERT) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To provide for the settlement of the water rights claims of the Navajo Nation, the Hopi Tribe, and the San Juan Southern Paiute Tribe, and for other purposes.

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

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Northeastern Arizona Indian Water Rights Settlement
6 Act of 2024”.

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

Sec. 1. Short title; table of contents.

- Sec. 2. Purposes.
- Sec. 3. Definitions.
- Sec. 4. Ratification and execution of the Northeastern Arizona Indian Water Rights Settlement Agreement.
- Sec. 5. Water Rights.
- Sec. 6. Allocation and assignment of Colorado River Water to the Tribes; water delivery contracts.
- Sec. 7. Colorado River Water leases and exchanges; Uses.
- Sec. 8. iiná bá – paa tuwaqat’si pipeline.
- Sec. 9. iiná bá – paa tuwaqat’si pipeline Implementation Fund Account.
- Sec. 10. Navajo Nation Water Settlement Trust Fund.
- Sec. 11. Hopi Tribe Settlement Trust Fund.
- Sec. 12. San Juan Southern Paiute Tribe Water Settlement Trust Fund.
- Sec. 13. Funding.
- Sec. 14. Waivers, releases, and retention of claims.
- Sec. 15. Satisfaction of Water Rights and other benefits.
- Sec. 16. Enforceability Date.
- Sec. 17. Colorado River accounting.
- Sec. 18. Limited waiver of sovereign immunity.
- Sec. 19. Ratification of the Treaty and creation of the San Juan Southern Paiute Reservation.
- Sec. 20. Antideficiency; savings provisions; effect.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-
 4 ment of all claims to rights to water in the State
 5 for—

6 (A) the Navajo Nation and Navajo
 7 Allottees;

8 (B) the Hopi Tribe and Hopi Allottees;

9 (C) the San Juan Southern Paiute Tribe;

10 and

11 (D) the United States, acting as trustee
 12 for the Navajo Nation, the Hopi Tribe, the San
 13 Juan Southern Paiute Tribe, Navajo Allottees,
 14 and Hopi Allottees;

1 (2) to authorize, ratify, and confirm the North-
2 eastern Arizona Indian Water Rights Settlement
3 Agreement entered into by the Navajo Nation, the
4 Hopi Tribe, the San Juan Southern Paiute Tribe,
5 the State, and other Parties to the extent that the
6 Settlement Agreement is consistent with this Act;

7 (3) to authorize and direct the Secretary to exe-
8 cute and perform the duties and obligations of the
9 Secretary under the Settlement Agreement and this
10 Act; and

11 (4) to authorize funds necessary for the imple-
12 mentation of the Settlement Agreement and this
13 Act.

14 **SEC. 3. DEFINITIONS.**

15 In this Act:

16 (1) 1882 RESERVATION.—The term “1882 Res-
17 ervation” means—

18 (A) land within the exterior boundaries of
19 the “Hopi Indian Reservation” defined as Dis-
20 trict 6 in *Healing v. Jones*, 210 F. Supp. 125,
21 173 (D. Ariz. 1962), *aff’d*, 373 U.S. 758
22 (1963), and *Masayesva for and on Behalf of*
23 *Hopi Indian Tribe v. Hale*, 118 F.3d 1371,
24 1375–76 (9th Cir. 1997); and

1 (B) all land withdrawn by the Executive
2 order of December 16, 1882, and partitioned to
3 the Hopi Tribe in accordance with section 4 of
4 the Act of December 22, 1974 (Public Law 93–
5 531; 88 Stat. 1713), by Judgment of Partition,
6 February 10, 1977, *Sekaquaptewa v. Mac-*
7 *Donald*, Case No. CIV–579–PCT–JAW (D.
8 *Ariz.*), *aff’d*, 626 F.2d 113 (9th Cir. 1980).

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

11 (3) ARIZONA DEPARTMENT OF WATER RE-
12 SOURCES.—The term “Arizona Department of
13 Water Resources” means the agency of the State es-
14 tablished pursuant to section 45–102 of the Arizona
15 Revised Statutes, or a successor agency or entity.

16 (4) BUREAU.—The term “Bureau” means the
17 Bureau of Reclamation.

18 (5) CAP; CENTRAL ARIZONA PROJECT.—The
19 terms “CAP” and “Central Arizona Project” mean
20 the Federal reclamation project authorized and con-
21 structed by the United States in accordance with
22 title III of the Colorado River Basin Project Act (43
23 U.S.C. 1521 et seq.).

24 (6) CAP REPAYMENT CONTRACT.—The term
25 “CAP Repayment Contract” means—

1 (A) the contract dated December 1, 1988
2 (Contract No. 14-06-W-245, Amendment No.
3 1), between the United States and the Central
4 Arizona Water Conservation District for the de-
5 livery of water and the repayment of costs of
6 the Central Arizona Project; and

7 (B) any amendment to, or revision of, that
8 contract.

9 (7) CAWCD; CENTRAL ARIZONA WATER CON-
10 SERVATION DISTRICT.—The terms “CAWCD” and
11 “Central Arizona Water Conservation District”
12 mean the political subdivision of the State that is
13 the contractor under the CAP Repayment Contract.

14 (8) CIBOLA WATER.—The term “Cibola Water”
15 means the entitlement of the Hopi Tribe to the di-
16 version of up to 4,278 AFY of the Fourth Priority
17 Water described in the Hopi Tribe Existing Cibola
18 Contract.

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

1 (10) COLORADO RIVER SYSTEM.—The term
2 “Colorado River System” has the meaning given the
3 term in Article II(a) of the Colorado River Compact.

4 (11) COLORADO RIVER WATER.—

5 (A) IN GENERAL.—The term “Colorado
6 River Water” means the waters of the Colorado
7 River apportioned for Use within the State
8 by—

9 (i) sections 4 and 5 of the Boulder
10 Canyon Project Act (43 U.S.C. 617c,
11 617d);

12 (ii) the Upper Colorado River Basin
13 Compact of 1948, as ratified and reprinted
14 in article 3 of chapter 7 of title 45, Ari-
15 zona Revised Statutes;

16 (iii) the Colorado River Basin Project
17 Act (43 U.S.C. 1501 et seq.);

18 (iv) the contract for delivery of water
19 between the United States and the State,
20 dated February 9, 1944; and

21 (v) the Decree.

22 (B) LIMITATIONS.—The term “Colorado
23 River Water”—

1 (i) shall only be used for purposes of
2 interpreting the Settlement Agreement and
3 this Act; and

4 (ii) shall not be used for any interpre-
5 tation of existing law or contract, including
6 any law or contract described in clauses (i)
7 through (v) of subparagraph (A).

8 (12) DECREE.—The term “Decree”, when used
9 without a modifier, means—

10 (A) the decree of the Supreme Court of the
11 United States in *Arizona v. California*, 376
12 U.S. 340 (1964);

13 (B) the consolidated decree entered on
14 March 27, 2006, in *Arizona v. California*, 547
15 U.S. 150 (2006); and

16 (C) any modification to a decree described
17 in subparagraph (A) or (B).

18 (13) DIVERSION.—The term “diversion” means
19 an act to divert.

20 (14) DIVERT.—The term “divert” means to re-
21 ceive, withdraw, develop, produce, or capture water
22 using—

23 (A) a ditch, canal, flume, bypass, pipeline,
24 pit, collection or infiltration gallery, conduit,

1 well, pump, turnout, dam, or any other mechan-
2 ical device; or

3 (B) any other human act.

4 (15) EFFECTIVE DATE.—The term “Effective
5 Date” means the date as of which the Settlement
6 Agreement has been executed by not fewer than 30
7 of the Parties, including—

8 (A) the Navajo Nation;

9 (B) the Hopi Tribe;

10 (C) the San Juan Southern Paiute Tribe;

11 (D) the State;

12 (E) the Arizona State Land Department;

13 (F) the Central Arizona Water Conserva-
14 tion District;

15 (G) the Salt River Project Agricultural Im-
16 provement and Power District; and

17 (H) the Salt River Valley Water Users’ As-
18 sociation.

19 (16) EFFLUENT.—The term “Effluent” means
20 water that—

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

1 (B) is available for reuse for any purpose,
2 regardless of whether the water has been treat-
3 ed to improve the quality of the water.

4 (17) ENFORCEABILITY DATE.—The term “En-
5 forceability Date” means the date described in sec-
6 tion 16(a).

7 (18) FIFTH PRIORITY WATER.—The term
8 “Fifth Priority Water” has the meaning given the
9 term in the Hopi Tribe Existing Cibola Contract.

10 (19) FOURTH PRIORITY WATER.—The term
11 “Fourth Priority Water” means Colorado River
12 Water available for delivery within the State for sat-
13 isfaction of entitlements—

14 (A) in accordance with contracts, Secre-
15 tarial reservations, perfected rights, and other
16 arrangements between the United States and
17 water users in the State entered into or estab-
18 lished after September 30, 1968, for Use on
19 Federal, State, or privately owned land in the
20 State, in a total quantity not greater than
21 164,652 AFY of diversions; and

22 (B) after first providing for the delivery of
23 Colorado River Water for the CAP System, in-
24 cluding for Use on Indian land, under section
25 304(e) of the Colorado River Basin Project Act

1 (43 U.S.C. 1524(e)), in accordance with the
2 CAP Repayment Contract.

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

10 (21) GILA RIVER ADJUDICATION COURT.—The
11 term “Gila River Adjudication Court” means the
12 Superior Court of the State, in and for the County
13 of Maricopa, exercising jurisdiction over the Gila
14 River Adjudication.

15 (22) GILA RIVER ADJUDICATION DECREE.—The
16 term “Gila River Adjudication Decree” means the
17 judgment or decree entered by the Gila River Adju-
18 dication Court in substantially the same form as the
19 form of judgment attached as Exhibit 3.1.47 to the
20 Settlement Agreement.

21 (23) GROUNDWATER.—The term “Ground-
22 water” means all water beneath the surface of the
23 earth within the State that is not—

24 (A) Surface Water;

25 (B) Colorado River Water; or

1 (C) Effluent.

2 (24) HOPI ALLOTMENT.—The term “Hopi Al-
3 lotment” means any of the 11 parcels allotted pursu-
4 ant to section 4 of the Act of February 8, 1887
5 (commonly known as the “Indian General Allotment
6 Act”) (24 Stat. 389, chapter 119; 25 U.S.C. 334),
7 that are—

8 (A) located within the exterior boundaries
9 of the Hopi Reservation; and

10 (B) held in trust by the United States for
11 the benefit of 1 or more individual Indians
12 under allotment record numbers AR–39, AR–
13 40, AR–41, AR–42, AR–43, AR–44, AR–45,
14 AR–46, AR–47, AR–48, and AR–49.

15 (25) HOPI ALLOTTEE.—The term “Hopi Allot-
16 tee” means—

17 (A) an individual Indian holding a bene-
18 ficial interest in a Hopi Allotment; or

19 (B) an Indian Tribe holding an undivided
20 fractional beneficial interest in a Hopi Allot-
21 ment.

22 (26) HOPI FEE LAND.—The term “Hopi Fee
23 Land” means land, other than Hopi Trust Land,
24 that—

25 (A) is located in the State;

1 (B) is located outside the exterior bound-
2 aries of the Hopi Reservation; and

3 (C) as of the Enforceability Date, is owned
4 by the Hopi Tribe in its own name or through
5 an entity wholly owned or controlled by the
6 Hopi Tribe.

7 (27) HOPI LAND.—The term “Hopi Land”
8 means—

9 (A) the Hopi Reservation;

10 (B) Hopi Trust Land; and

11 (C) Hopi Fee Land.

12 (28) HOPI RESERVATION.—

13 (A) IN GENERAL.—The term “Hopi Res-
14 ervation” means—

15 (i) land within the exterior boundaries
16 of the “Hopi Indian Reservation” defined
17 as District 6 in *Healing v. Jones*, 210 F.
18 Supp. 125, 173 (D. Ariz. 1962), *aff’d*, 373
19 U.S. 758 (1963), and *Masayesva for and*
20 *on Behalf of Hopi Indian Tribe v. Hale*,
21 118 F.3d 1371, 1375–76 (9th Cir. 1997);

22 (ii) land withdrawn by the Executive
23 Order of December 16, 1882, and parti-
24 tioned to the Hopi Tribe in accordance
25 with the Act of December 22, 1974 (Public

1 Law 93–531; 88 Stat. 1713), by Judgment
2 of Partition, February 10, 1977,
3 Sekaquaptewa v. MacDonald, Case No.
4 CIV–579–PCT–JAW (D. Ariz.), aff’d, 626
5 F.2d 113 (9th Cir. 1980); and

6 (iii) land recognized as part of the
7 Hopi Reservation in Honyoama v. Shirley,
8 Jr., Case No. CIV 74–842–PHX–EHC (D.
9 Ariz. 2006).

10 (B) MAP.—Subject to subparagraph (C),
11 the descriptions of the Hopi Reservation de-
12 scribed in clauses (i) through (iii) of subpara-
13 graph (A) are generally shown on the map at-
14 tached as Exhibit 3.1.56 to the Settlement
15 Agreement.

16 (C) CONFLICT.—In the case of a conflict
17 between the definition in subparagraph (A) and
18 Exhibit 3.1.56 of the Settlement Agreement,
19 the definition in that subparagraph shall con-
20 trol.

21 (29) HOPI TRIBE.—The term “Hopi Tribe”
22 means the Hopi Tribe, a tribe of Hopi Indians—

23 (A) organized under section 16 of the Act
24 of June 18, 1934 (commonly known as the “In-

1 dian Reorganization Act”) (48 Stat. 987, chap-
2 ter 576; 25 U.S.C. 5123); and

3 (B) recognized by the Secretary in the no-
4 tice of the Secretary entitled “Indian Entities
5 Recognized by and Eligible To Receive Services
6 From the United States Bureau of Indian Af-
7 fairs” (89 Fed. Reg. 944 (January 8, 2024)).

8 (30) HOPI TRIBE AGRICULTURAL CONSERVA-
9 TION TRUST FUND ACCOUNT.—The term “Hopi
10 Tribe Agricultural Conservation Trust Fund Ac-
11 count” means the account—

12 (A) established under to section 11(b)(3);
13 and

14 (B) described in subparagraph 12.3.3 of
15 the Settlement Agreement.

16 (31) HOPI TRIBE CIBOLA WATER.—The term
17 “Hopi Tribe Cibola Water” means the Fourth Pri-
18 ority Water, Fifth Priority Water, and Sixth Priority
19 Water to which the Hopi Tribe is entitled pursuant
20 to subparagraphs 5.8.2 and 5.8.3 of the Settlement
21 Agreement.

22 (32) HOPI TRIBE EXISTING CIBOLA CON-
23 TRACT.—The term “Hopi Tribe Existing Cibola
24 Contract” means Contract No. 04–XX–30–W0432
25 between the United States and the Hopi Tribe, as

1 amended and in full force and effect as of the Effective Date.
2

3 (33) HOPI TRIBE GROUNDWATER PROJECTS.—

4 The term “Hopi Tribe Groundwater Projects”
5 means the projects described in—

6 (A) section 11(f)(1); and

7 (B) subparagraph 12.3.1 of the Settlement
8 Agreement.

9 (34) HOPI TRIBE GROUNDWATER PROJECTS
10 TRUST FUND ACCOUNT.—The term “Hopi Tribe
11 Groundwater Projects Trust Fund Account” means
12 the account—

13 (A) established under section 11(b)(1); and

14 (B) described in subparagraph 12.3.1 of
15 the Settlement Agreement.

16 (35) HOPI TRIBE LOWER BASIN COLORADO
17 RIVER WATER ACQUISITION TRUST FUND AC-
18 COUNT.—The term “Hopi Tribe Lower Basin Colo-
19 rado River Water Acquisition Trust Fund Account”
20 means the account—

21 (A) established under section 11(b)(4); and

22 (B) described in subparagraph 12.3.4 of
23 the Settlement Agreement.

1 (36) HOPI TRIBE OM&R TRUST FUND AC-
2 COUNT.—The term “Hopi Tribe OM&R Trust Fund
3 Account” means the account—

4 (A) established under section 11(b)(2); and

5 (B) described in subparagraph 12.3.2 of
6 the Settlement Agreement.

7 (37) HOPI TRIBE UPPER BASIN COLORADO
8 RIVER WATER.—The term “Hopi Tribe Upper Basin
9 Colorado River Water” means the 2,300 AFY of
10 Upper Basin Colorado River Water allocated to the
11 Hopi Tribe—

12 (A) pursuant to section 6; and

13 (B) as provided in subparagraphs 5.7 and
14 11.1.1 of the Settlement Agreement.

15 (38) HOPI TRIBE WATER DELIVERY CON-
16 TRACT.—The term “Hopi Tribe Water Delivery
17 Contract” means 1 or more contracts entered into
18 by Secretary and the Hopi Tribe in accordance with
19 section 6 and pursuant to paragraph 11 of the Set-
20 tlement Agreement for the delivery of Hopi Tribe
21 Upper Basin Colorado River Water or Hopi Tribe
22 Cibola Water.

23 (39) HOPI TRUST LAND.—The term “Hopi
24 Trust Land” means land that—

25 (A) is located in the State;

1 (B) is located outside the exterior bound-
2 aries of the Hopi Reservation; and

3 (C) as of the Enforceability Date, is held
4 in trust by the United States for the benefit of
5 the Hopi Tribe.

6 (40) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—
7 The term “iiná bá – paa tuwaqat’si pipeline” means
8 the water project described in—

9 (A) section 8; and

10 (B) subparagraph 12.1 of the Settlement
11 Agreement.

12 (41) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IM-
13 PLEMENTATION FUND ACCOUNT.—The term “iiná
14 bá – paa tuwaqat’si pipeline Implementation Fund
15 Account” means the account—

16 (A) established under section 9(a); and

17 (B) described in subparagraph 12.1.1 of
18 the Settlement Agreement.

19 (42) IMPOUNDMENT.—The term “impound-
20 ment” means a human-made structure used to store
21 water.

22 (43) INJURY TO WATER.—The term “Injury to
23 Water” means injury to water based on changes in
24 or degradation of the salinity or concentration of

1 naturally occurring chemical constituents contained
2 in water.

3 (44) INJURY TO WATER RIGHTS.—

4 (A) IN GENERAL.—The term “Injury to
5 Water Rights” means an interference with,
6 diminution of, or deprivation of Water Rights
7 under Federal, State, or other law.

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

11 (45) IRRIGATION.—The term “irrigation”
12 means the Use of water on 2 or more acres of land
13 to produce plants or parts of plants—

14 (A) for sale or human consumption; or

15 (B) as feed for livestock, range livestock,
16 or poultry.

17 (46) LCR.—The term “LCR” means the Little
18 Colorado River.

19 (47) LCR ADJUDICATION.—The term “LCR Ad-
20 judication” means the action pending in the Supe-
21 rior Court of the State, in and for the County of
22 Apache, In re: the General Adjudication of All
23 Rights to Use Water in the Little Colorado River
24 System and Source, CIV No. 6417.

1 (48) LCR ADJUDICATION COURT.—The term
2 “LCR Adjudication Court” means the Superior
3 Court of the State, in and for the County of Apache,
4 exercising jurisdiction over the LCR Adjudication.

5 (49) LCR DECREE.—The term “LCR Decree”
6 means the judgment or decree entered by the LCR
7 Adjudication Court in substantially the same form
8 as the form of judgment attached as Exhibit 3.1.82
9 to the Settlement Agreement.

10 (50) LCR WATERSHED.—The term “LCR Wa-
11 tershed” means land located within the Surface
12 Water drainage of the LCR and its tributaries in the
13 State, as shown on the map attached as Exhibit
14 3.1.83 to the Settlement Agreement.

15 (51) LOWER BASIN.—The term “Lower Basin”
16 has the meaning given the term in Article II(g) of
17 the Colorado River Compact.

18 (52) MEMBER.—The term “Member” means
19 any person duly enrolled as a member of the Navajo
20 Nation, the Hopi Tribe, or the San Juan Southern
21 Paiute Tribe.

22 (53) NAVAJO ALLOTMENT.—The term “Navajo
23 Allotment” means a parcel of land patented pursu-
24 ant to section 1 of the Act of February 8, 1887
25 (commonly known as the “Indian General Allotment

1 Act”) (24 Stat. 388, chapter 119; 25 U.S.C. 331)
2 (as in effect on the day before the date of enactment
3 of the Indian Land Consolidation Act Amendments
4 of 2000 (Public Law 106–462; 114 Stat. 1991))—

5 (A) originally allotted to an individual
6 identified in the allotting document as a Navajo
7 Indian;

8 (B) located within the exterior boundaries
9 of the Navajo Reservation; and

10 (C) held in trust by the United States for
11 the benefit of 1 or more individual Indians.

12 (54) NAVAJO ALLOTTEE.—The term “Navajo
13 Allottee” means—

14 (A) an individual Indian holding a bene-
15 ficial interest in a Navajo Allotment; or

16 (B) an Indian Tribe holding an undivided
17 fractional beneficial interest in a Navajo Allot-
18 ment.

19 (55) NAVAJO FEE LAND.—The term “Navajo
20 Fee Land” means land, other than Navajo Trust
21 Land, that—

22 (A) is located in the State;

23 (B) is located outside the exterior bound-
24 aries of the Navajo Reservation; and

1 (C) as of the Enforceability Date, is owned
2 by the Navajo Nation, whether in its own name
3 or through an entity wholly owned or controlled
4 by the Navajo Nation.

5 (56) NAVAJO-GALLUP WATER SUPPLY
6 PROJECT.—The term “Navajo-Gallup Water Supply
7 Project” means the project authorized, constructed,
8 and operated pursuant to part III of the North-
9 western New Mexico Rural Water Projects Act
10 (Public Law 111–11; 123 Stat. 1379).

11 (57) NAVAJO LAND.—The term “Navajo Land”
12 means—

- 13 (A) the Navajo Reservation;
14 (B) Navajo Trust Land; and
15 (C) Navajo Fee Land.

16 (58) NAVAJO NATION.—

17 (A) IN GENERAL.—The term “Navajo Na-
18 tion” means the Navajo Nation, a body politic
19 and federally recognized Indian nation recog-
20 nized by the Secretary in the notice of the Sec-
21 retary entitled “Indian Entities Recognized by
22 and Eligible To Receive Services From the
23 United States Bureau of Indian Affairs” (89
24 Fed. Reg. 944 (January 8, 2024)), and also
25 known variously as the “Navajo Tribe”, the

1 “Navajo Tribe of Arizona, New Mexico &
2 Utah”, the “Navajo Tribe of Indians”, and
3 other similar names.

4 (B) INCLUSIONS.—The term “Navajo Na-
5 tion” includes all bands of Navajo Indians and
6 chapters of the Navajo Nation.

7 (59) NAVAJO NATION AGRICULTURAL CON-
8 SERVATION TRUST FUND ACCOUNT.—The term
9 “Navajo Nation Agricultural Conservation Trust
10 Fund Account” means the account—

11 (A) established under section 10(b)(3); and

12 (B) described in subparagraph 12.2.4 of
13 the Settlement Agreement.

14 (60) NAVAJO NATION CIBOLA WATER.—The
15 term “Navajo Nation Cibola Water” means the enti-
16 tlement of the Navajo Nation to the diversion of up
17 to 100 AFY of Fourth Priority Water at the same
18 location and for the same Uses described in the
19 Hopi Tribe Existing Cibola Contract or the delivery
20 and consumptive use of up to 71.5 AFY of Fourth
21 Priority Water at locations and for Uses within the
22 State other than as described in the Hopi Tribe Ex-
23 isting Cibola Contract, which shall have been as-
24 signed and transferred by the Hopi Tribe from its

1 Cibola Water under the Hopi Tribe Existing Cibola
2 Contract to the Navajo Nation.

3 (61) NAVAJO NATION FOURTH PRIORITY
4 WATER.—The term “Navajo Nation Fourth Priority
5 Water” means the diversion right to 3,500 AFY of
6 Fourth Priority Water reserved for Use in a Navajo-
7 Hopi Indian water rights settlement under para-
8 graph 11.3 of the Arizona Water Settlement Agree-
9 ment among the United States, the State, and the
10 Central Arizona Water Conservation District—

11 (A) as authorized by paragraphs (1) and
12 (2) of section 106(a) of the Central Arizona
13 Project Settlement Act of 2004 (Public Law
14 108–451; 118 Stat. 3492);

15 (B) as allocated to the Navajo Nation pur-
16 suant to section 6; and

17 (C) as described in subparagraphs 4.9 and
18 10.1 of the Settlement Agreement.

19 (62) NAVAJO NATION LOWER BASIN COLORADO
20 RIVER WATER ACQUISITION TRUST FUND AC-
21 COUNT.—The term “Navajo Nation Lower Basin
22 Colorado River Water Acquisition Trust Fund Ac-
23 count” means the account—

24 (A) established under section 10(b)(5); and

1 (B) described in subparagraph 12.2.5 of
2 the Settlement Agreement.

3 (63) NAVAJO NATION OM&R TRUST FUND AC-
4 COUNT.—The term “Navajo Nation OM&R Trust
5 Fund Account” means the account—

6 (A) established under section 10(b)(2); and

7 (B) described in subparagraph 12.2.2 of
8 the Settlement Agreement.

9 (64) NAVAJO NATION RENEWABLE ENERGY
10 TRUST FUND ACCOUNT.—The term “Navajo Nation
11 Renewable Energy Trust Fund Account” means the
12 account—

13 (A) established under section 10(b)(4); and

14 (B) described in subparagraph 12.2.3 of
15 the Settlement Agreement.

16 (65) NAVAJO NATION UPPER BASIN COLORADO
17 RIVER WATER.—The term “Navajo Nation Upper
18 Basin Colorado River Water” means the 44,700
19 AFY of Upper Basin Colorado River Water—

20 (A) allocated to the Navajo Nation pursu-
21 ant to section 6; and

22 (B) described in subparagraphs 4.7 and
23 10.1 of the Settlement Agreement.

24 (66) NAVAJO NATION WATER DELIVERY CON-
25 TRACT.—The term “Navajo Nation Water Delivery

1 Contract” means 1 or more contracts entered into
2 by the Secretary and the Navajo Nation in accord-
3 ance with section 6 and pursuant to paragraph 10
4 of the Settlement Agreement for the delivery of Nav-
5 ajo Nation Upper Basin Colorado River Water, Nav-
6 ajo Nation Cibola Water, or Navajo Nation Fourth
7 Priority Water.

8 (67) NAVAJO NATION WATER PROJECTS.—The
9 term “Navajo Nation Water Projects” means the
10 projects described in—

11 (A) section 10(f)(1); and

12 (B) subparagraph 12.2.1 of the Settlement
13 Agreement.

14 (68) NAVAJO NATION WATER PROJECTS TRUST
15 FUND ACCOUNT.—The term “Navajo Nation Water
16 Projects Trust Fund Account” means the account—

17 (A) established under section 10(b)(1); and

18 (B) described in subparagraph 12.2.1 of
19 the Settlement Agreement.

20 (69) NAVAJO RESERVATION.—

21 (A) IN GENERAL.—The term “Navajo Res-
22 ervation” means—

23 (i) land within the exterior boundaries
24 of the “Navajo Indian Reservation” in the

1 State, as defined by the Act of June 14,
2 1934 (48 Stat. 960, chapter 521);

3 (ii) land withdrawn by the Executive
4 order of December 16, 1882, and parti-
5 tioned to the Navajo Nation in accordance
6 with section 8(b) of the Act of December
7 22, 1974 (Public Law 93-531; 88 Stat.
8 1715), by Judgment of Partition, Feb-
9 ruary 10, 1977, *Sekaquaptewa v. Mac-*
10 *Donald*, Case No. CIV-579-PCT-JAW
11 (D. Ariz.), *aff'd*, 626 F.2d 113 (9th Cir.
12 1980);

13 (iii) land taken into trust as a part of
14 the Navajo Reservation before the Effec-
15 tive Date pursuant to the Act of December
16 22, 1974 (Public Law 93-531; 88 Stat.
17 1712), a copy of which is attached as Ex-
18 hibit 3.1.112B to the Settlement Agree-
19 ment; and

20 (iv) any land taken into trust as part
21 of the Navajo Reservation after the Effec-
22 tive Date pursuant to the Act of December
23 22, 1974 (Public Law 93-531; 88 Stat.
24 1712), except as provided in subpara-
25 graphs 3.1.12, 3.1.13, 3.1.87, 3.1.170,

1 4.1.5, 4.1.6, 4.6.1, and 8.1.1 of the Settle-
2 ment Agreement.

3 (B) EXCLUSIONS.—The term “Navajo
4 Reservation” does not include land within the
5 Hopi Reservation or the San Juan Southern
6 Paiute Reservation.

7 (C) MAP.—Subject to subparagraph (D),
8 the descriptions of the Navajo Reservation de-
9 scribed in clauses (i) through (iv) of subpara-
10 graph (A) are generally shown on the map at-
11 tached as Exhibit 3.1.112A to the Settlement
12 Agreement.

13 (D) CONFLICT.—In the case of a conflict
14 between the definition in subparagraphs (A)
15 and (B) and Exhibit 3.1.112A of the Settle-
16 ment Agreement, the definition described in
17 those subparagraphs shall control.

18 (70) NAVAJO TRIBAL UTILITY AUTHORITY.—
19 The term “Navajo Tribal Utility Authority” means
20 the enterprise established by the Navajo Nation pur-
21 suant to chapter 1, section 21 of the Navajo Nation
22 Code, or a successor agency or entity.

23 (71) NAVAJO TRUST LAND.—The term “Navajo
24 Trust Land” means land that—

25 (A) is located in the State;

1 (B) is located outside the exterior bound-
2 aries of the Navajo Reservation; and

3 (C) as of the Enforceability Date, is held
4 in trust by the United States for the benefit of
5 the Navajo Nation.

6 (72) OFF-RESERVATION.—The term “off-Res-
7 ervation” means land located in the State outside
8 the exterior boundaries of—

9 (A) the Navajo Reservation;

10 (B) the Hopi Reservation; and

11 (C) the San Juan Southern Paiute Res-
12 ervation.

13 (73) OM&R.—The term “OM&R” means oper-
14 ation, maintenance, and replacement.

15 (74) PARTY.—The term “Party” mean a Per-
16 son that is a signatory to the Settlement Agreement.

17 (75) PERSON.—

18 (A) IN GENERAL.—The term “Person”
19 means—

20 (i) an individual;

21 (ii) a public or private corporation;

22 (iii) a company;

23 (iv) a partnership;

24 (v) a joint venture;

25 (vi) a firm;

- 1 (vii) an association;
2 (viii) a society;
3 (ix) an estate or trust;
4 (x) any other private organization or
5 enterprise;
6 (xi) the United States;
7 (xii) an Indian Tribe;
8 (xiii) a State, territory, or country;
9 (xiv) a governmental entity; and
10 (xv) any political subdivision or mu-
11 nicipal corporation organized under or sub-
12 ject to the constitution and laws of the
13 State.

14 (B) INCLUSIONS.—The term “Person” in-
15 cludes the officers, directors, agents, insurers,
16 representatives, employees, attorneys, assigns,
17 subsidiaries, affiliates, enterprises, legal rep-
18 resentatives, predecessors, and successors in in-
19 terest and their heirs, of any entity or indi-
20 vidual described in subparagraph (A).

21 (76) PUBLIC DOMAIN ALLOTMENT OUTSIDE
22 THE NAVAJO RESERVATION.—The term “Public Do-
23 main Allotment outside the Navajo Reservation”
24 means any of the 51 parcels of land allotted to indi-
25 vidual Indians from the public domain pursuant to

1 section 4 of the Act of February 8, 1887 (commonly
2 known as the “Indian General Allotment Act”) (24
3 Stat. 389, chapter 119; 25 U.S.C. 334) that is—

4 (A) held in trust by the United States for
5 the benefit of 1 or more individual Indians or
6 Indian Tribes; and

7 (B) located outside the exterior boundaries
8 of the Navajo Reservation and the Hopi Res-
9 ervation, as depicted on the map attached as
10 Exhibit 3.1.132A to the Settlement Agreement.

11 (77) PUBLIC DOMAIN ALLOTMENT WITHIN THE
12 NAVAJO RESERVATION.—The term “Public Domain
13 Allotment within the Navajo Reservation” means
14 any land allotted to individual Indians from the pub-
15 lic domain that is—

16 (A) held in trust by the United States for
17 the benefit of 1 or more individual Indians or
18 Indian Tribes;

19 (B) located within the exterior boundaries
20 of the Navajo Reservation; and

21 (C) described in Exhibit 3.1.131 to the
22 Settlement Agreement.

23 (78) PUBLIC DOMAIN ALLOTTEE.—The term
24 “Public Domain Allottee” means an individual In-

1 dian or Indian Tribe holding a beneficial interest
2 in—

3 (A) a Public Domain Allotment outside the
4 Navajo Reservation; or

5 (B) a Public Domain Allotment within the
6 Navajo Reservation.

7 (79) SAN JUAN SOUTHERN PAIUTE FEE
8 LAND.—The term “San Juan Southern Paiute Fee
9 Land” means land, other than San Juan Southern
10 Paiute Trust Land, that—

11 (A) is located in the State;

12 (B) is located outside the exterior bound-
13 aries of the San Juan Southern Paiute Reserva-
14 tion; and

15 (C) as of the Enforceability Date, is owned
16 by the San Juan Southern Paiute Tribe, wheth-
17 er in its own name or through an entity wholly
18 owned or controlled by the San Juan Southern
19 Paiute Tribe.

20 (80) SAN JUAN SOUTHERN PAIUTE GROUND-
21 WATER PROJECTS.—The term “San Juan Southern
22 Paiute Groundwater Projects” means the projects
23 described in—

24 (A) section 12; and

1 (B) subparagraph 12.4.1 of the Settlement
2 Agreement.

3 (81) SAN JUAN SOUTHERN PAIUTE LAND.—The
4 term “San Juan Southern Paiute Land” means—

5 (A) the San Juan Southern Paiute South-
6 ern Area;

7 (B) San Juan Southern Paiute Trust
8 Land; and

9 (C) San Juan Southern Paiute Fee Land.

10 (82) SAN JUAN SOUTHERN PAIUTE NORTHERN
11 AREA.—The term “San Juan Southern Paiute
12 Northern Area” means the land depicted on the map
13 attached as Exhibit 3.1.146 to the Settlement
14 Agreement.

15 (83) SAN JUAN SOUTHERN PAIUTE RESERVA-
16 TION.—The term “San Juan Southern Paiute Res-
17 ervation” means the approximately 5,400 acres of
18 land described in paragraph 6.0 of the Settlement
19 Agreement as the San Juan Southern Paiute North-
20 ern Area and the San Juan Southern Paiute South-
21 ern Area, as depicted in the maps attached as Ex-
22 hibits 3.1.146 and 3.1.147 to the Settlement Agree-
23 ment.

24 (84) SAN JUAN SOUTHERN PAIUTE TRIBE AGRI-
25 CULTURAL CONSERVATION TRUST FUND AC-

1 COUNT.—The term “San Juan Southern Paiute
2 Tribe Agricultural Conservation Trust Fund Ac-
3 count” means the account—

4 (A) established under section 12(b)(2); and
5 (B) described in subparagraph 12.4.3 of
6 the Settlement Agreement.

7 (85) SAN JUAN SOUTHERN PAIUTE TRIBE
8 GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—
9 The term “San Juan Southern Paiute Tribe
10 Groundwater Projects Trust Fund Account” means
11 the account—

12 (A) established under section 12(b)(1); and
13 (B) described in subparagraph 12.4.1 of
14 the Settlement Agreement.

15 (86) SAN JUAN SOUTHERN PAIUTE TRIBE OM&R
16 TRUST FUND ACCOUNT.—The term “San Juan
17 Southern Paiute Tribe OM&R Trust Fund Account”
18 means the account—

19 (A) established under section 12(b)(3); and
20 (B) described in subparagraph 12.4.2 of
21 the Settlement Agreement.

22 (87) SAN JUAN SOUTHERN PAIUTE SOUTHERN
23 AREA.—The term “San Juan Southern Paiute
24 Southern Area” means the land depicted on the map

1 attached as Exhibit 3.1.147 to the Settlement
2 Agreement.

3 (88) SAN JUAN SOUTHERN PAIUTE TRIBE.—
4 The term “San Juan Southern Paiute Tribe” means
5 the San Juan Southern Paiute Tribe, a body politic
6 and federally recognized Indian Tribe, as recognized
7 by the Secretary in the notice of the Secretary enti-
8 tled “Indian Entities Recognized by and Eligible To
9 Receive Services From the United States Bureau of
10 Indian Affairs” (89 Fed. Reg. 944 (January 8,
11 2024)).

12 (89) SAN JUAN SOUTHERN PAIUTE TRUST
13 LAND.—The term “San Juan Southern Paiute Trust
14 Land” means land that—

15 (A) is located in the State;

16 (B) is located outside the exterior bound-
17 aries of the San Juan Southern Paiute Reserva-
18 tion; and

19 (C) as of the Enforceability Date, is held
20 in trust by the United States for the benefit of
21 the San Juan Southern Paiute Tribe.

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

24 (91) SETTLEMENT AGREEMENT.—The term
25 “Settlement Agreement” means—

1 (A) the Northeastern Arizona Indian
2 Water Rights Settlement Agreement dated as of
3 May 9, 2024; and

4 (B) any exhibits attached to that agree-
5 ment.

6 (92) SIXTH PRIORITY WATER.—The term
7 “Sixth Priority Water” has the meaning given the
8 term in the Hopi Tribe Existing Cibola Contract.

9 (93) STATE.—The term “State” means the
10 State of Arizona.

11 (94) SURFACE WATER.—

12 (A) IN GENERAL.—The term “Surface
13 Water” means all water in the State that is ap-
14 propriable under State law.

15 (B) EXCLUSION.—The term “Surface
16 Water” does not include Colorado River Water.

17 (95) TREATY.—The term “Treaty” means the
18 Articles of Treaty and Agreement entered into by
19 the Navajo Nation and the San Juan Southern Pai-
20 ute Tribe to settle land claims and other disputes,
21 as executed on March 18, 2000.

22 (96) TREATY ADDENDUM.—The term “Treaty
23 Addendum” means the Addendum to the Treaty en-
24 tered into by the Navajo Nation and the San Juan
25 Southern Paiute Tribe on May 7, 2004.

1 (97) TRIBE.—The term “Tribe” means, indi-
2 vidually, as applicable—

3 (A) the Navajo Nation;

4 (B) the Hopi Tribe; or

5 (C) the San Juan Southern Paiute Tribe.

6 (98) TRIBES.—The term “Tribes” means, col-
7 lectively—

8 (A) the Navajo Nation;

9 (B) the Hopi Tribe; and

10 (C) the San Juan Southern Paiute Tribe.

11 (99) UNDERGROUND WATER.—

12 (A) IN GENERAL.—The term “Under-
13 ground Water” means all water beneath the
14 surface of the earth within the State, regardless
15 of its legal characterization as appropriable or
16 non-appropriable under Federal, State, or other
17 law.

18 (B) EXCLUSIONS.—The term “Under-
19 ground Water” does not include Colorado River
20 Water or Effluent.

21 (100) UNITED STATES.—

22 (A) IN GENERAL.—The term “United
23 States” means the United States, acting as
24 trustee for the Tribes, their Members, the Hopi

1 Allottees, and the Navajo Allottees, except as
2 otherwise expressly provided.

3 (B) CLARIFICATION.—When used in ref-
4 erence to a particular agreement or contract,
5 the term “United States” means the United
6 States acting in the capacity as described in
7 that agreement or contract.

8 (101) UPPER BASIN.—The term “Upper
9 Basin” has the meaning given the term in article
10 II(f) of the Colorado River Compact.

11 (102) UPPER BASIN COLORADO RIVER
12 WATER.—The term “Upper Basin Colorado River
13 Water” means the 50,000 AFY of consumptive use
14 of Colorado River Water apportioned to the State in
15 the Upper Colorado River Basin Compact of 1948,
16 as ratified and reprinted in article 3 of chapter 7 of
17 title 45, Arizona Revised Statutes.

18 (103) USE.—The term “Use” means any bene-
19 ficial use, including instream flow, recharge, storage,
20 recovery, or any other use recognized as beneficial
21 under applicable law.

22 (104) WATER.—The term “water”, when used
23 without a modifying adjective, means Groundwater,
24 Surface Water, Colorado River Water, or Effluent.

1 (105) WATER RIGHT.—The term “Water
2 Right” means any right in or to Groundwater, Sur-
3 face Water, Colorado River Water, or Effluent under
4 Federal, State, or other law.

5 (106) WELL.—The term “well” means a
6 human-made opening in the earth through which
7 Underground Water may be withdrawn or obtained.

8 (107) ZUNI TRIBE.—The term “Zuni Tribe”
9 means the body politic and federally recognized In-
10 dian Tribe, as recognized by the Secretary in the no-
11 tice of the Secretary entitled “Indian Entities Rec-
12 ognized by and Eligible To Receive Services From
13 the United States Bureau of Indian Affairs” (89
14 Fed. Reg. 944 (January 8, 2024)).

15 **SEC. 4. RATIFICATION AND EXECUTION OF THE NORTH-**
16 **EASTERN ARIZONA INDIAN WATER RIGHTS**
17 **SETTLEMENT AGREEMENT.**

18 (a) RATIFICATION.—

19 (1) IN GENERAL.—Except as modified by this
20 Act and to the extent the Settlement Agreement
21 does not conflict with this Act, the Settlement
22 Agreement is authorized, ratified, and confirmed.

23 (2) AMENDMENTS.—If an amendment to the
24 Settlement Agreement, or to any exhibit attached to
25 the Settlement Agreement requiring the signature of

1 the Secretary, is executed in accordance with this
2 Act to make the Settlement Agreement consistent
3 with this Act, the amendment is authorized, ratified,
4 and confirmed, to the extent the amendment is con-
5 sistent with this Act.

6 (b) EXECUTION OF SETTLEMENT AGREEMENT.—

7 (1) IN GENERAL.—To the extent the Settlement
8 Agreement does not conflict with this Act, the Sec-
9 retary shall execute the Settlement Agreement, in-
10 cluding all exhibits to the Settlement Agreement re-
11 quiring the signature of the Secretary.

12 (2) MODIFICATIONS.—Nothing in this Act pro-
13 hibits the Secretary from approving any modification
14 to the Settlement Agreement, including any exhibit
15 to the Settlement Agreement, that is consistent with
16 this Act, to the extent the modification does not oth-
17 erwise require congressional approval under section
18 2116 of the Revised Statutes (25 U.S.C. 177) or
19 any other applicable Federal law.

20 (c) ENVIRONMENTAL COMPLIANCE.—

21 (1) IN GENERAL.—In implementing the Settle-
22 ment Agreement (including all exhibits to the Settle-
23 ment Agreement requiring the signature of the Sec-
24 retary) and this Act, the Secretary shall comply with
25 all applicable provisions of—

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

3 (B) the National Environmental Policy Act
4 of 1969 (42 U.S.C. 4321 et seq.), including the
5 implementing regulations of that Act; and

6 (C) all other Federal environmental laws
7 and regulations.

8 (2) COMPLIANCE.—In implementing the Settle-
9 ment Agreement and this Act, but excluding envi-
10 ronmental compliance related to the iiná bá – paa
11 tuwaqat’si pipeline, the applicable Tribe shall pre-
12 pare any necessary environmental documents con-
13 sistent with all applicable provisions of—

14 (A) the Endangered Species Act of 1973
15 (16 U.S.C. 1531 et seq.);

16 (B) the National Environmental Policy Act
17 of 1969 (42 U.S.C. 4321 et seq.), including the
18 implementing regulations of that Act; and

19 (C) all other Federal environmental laws
20 and regulations.

21 (d) AUTHORIZATIONS.—The Secretary shall—

22 (1) independently evaluate the documentation
23 submitted under subsection (c)(2); and

24 (2) be responsible for the accuracy, scope, and
25 contents of that documentation.

1 (e) EFFECT OF EXECUTION.—The execution of the
2 Settlement Agreement by the Secretary under this section
3 shall not constitute a major Federal action for purposes
4 of the National Environmental Policy Act of 1969 (42
5 U.S.C. 4321 et seq.).

6 (f) COSTS.—

7 (1) IN GENERAL.—Except as provided in para-
8 graph (2), any costs associated with the performance
9 of the compliance activities under subsection (c)
10 shall be paid from funds deposited in the Navajo
11 Nation Water Projects Trust Fund Account, the
12 Hopi Tribe Groundwater Projects Trust Fund Ac-
13 count, or the San Juan Southern Paiute Tribe
14 Groundwater Projects Trust Fund Account, as ap-
15 plicable, subject to the condition that any costs asso-
16 ciated with the performance of Federal approval or
17 other review of that compliance work or costs associ-
18 ated with inherently Federal functions shall remain
19 the responsibility of the Secretary.

20 (2) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—Any
21 costs associated with the performance of the compli-
22 ance activities under subsection (c) relating to the
23 iiná bá – paa tuwaqat’si pipeline shall be paid from
24 funds deposited in the iiná bá – paa tuwaqat’si pipe-
25 line Implementation Fund Account.

1 **SEC. 5. WATER RIGHTS.**

2 (a) CONFIRMATION OF WATER RIGHTS.—

3 (1) IN GENERAL.—The Water Rights of the
4 Navajo Nation, the Hopi Tribe, the San Juan
5 Southern Paiute Tribe, the Navajo Allottees, and the
6 Hopi Allottees as described in the Settlement Agree-
7 ment are ratified, confirmed, and declared to be
8 valid.

9 (2) USE.—Any use of water pursuant to the
10 Water Rights described in paragraph (1) by the
11 Navajo Nation, the Hopi Tribe, the San Juan
12 Southern Paiute Tribe, the Navajo Allottees, or the
13 Hopi Allottees shall be subject to the terms and con-
14 ditions of the Settlement Agreement and this Act.

15 (3) CONFLICT.—In the event of a conflict be-
16 tween the Settlement Agreement and this Act, this
17 Act shall control.

18 (b) INTENT OF CONGRESS.—It is the intent of Con-
19 gress to provide to the Navajo Allottees benefits that are
20 equivalent to, or exceed, the benefits the Navajo Allottees
21 possess on the day before the date of enactment of this
22 Act, taking into consideration—

23 (1) the potential risks, cost, and time delay as-
24 sociated with litigation that would be resolved by the
25 Settlement Agreement and this Act;

1 (2) the availability of funding under this Act
2 and from other sources;

3 (3) the availability of water from the Water
4 Rights of the Navajo Nation; and

5 (4) the applicability of section 7 of the Act of
6 February 8, 1887 (24 Stat. 390, chapter 119; 25
7 U.S.C. 381), and this Act to protect the interests of
8 the Navajo Allottees.

9 (c) WATER RIGHTS TO BE HELD IN TRUST FOR THE
10 TRIBES, THE NAVAJO ALLOTTEES, AND THE HOPI
11 ALLOTTEES.—The United States shall hold the following
12 Water Rights in trust for the benefit of the Navajo Na-
13 tion, the Hopi Tribe, the San Juan Southern Paiute Tribe,
14 the Navajo Allottees, and the Hopi Allottees:

15 (1) NAVAJO NATION AND THE NAVAJO
16 ALLOTTEES.—The United States shall hold the fol-
17 lowing Water Rights in trust for the benefit of the
18 Navajo Nation and Navajo Allottees:

19 (A) Underground Water described in sub-
20 paragraph 4.2 of the Settlement Agreement.

21 (B) Springs described in subparagraph 4.4
22 of the Settlement Agreement.

23 (C) Little Colorado River tributary water
24 described in subparagraph 4.5 of the Settlement
25 Agreement.

1 (D) Little Colorado River Mainstem water
2 described in subparagraph 4.6 of the Settlement
3 Agreement.

4 (E) Navajo Nation Upper Basin Colorado
5 River Water described in subparagraph 4.7 of
6 the Settlement Agreement.

7 (F) Navajo Nation Fourth Priority Water
8 described in subparagraph 4.9 of the Settlement
9 Agreement.

10 (G) Water Rights appurtenant to or asso-
11 ciated with land held in trust by the United
12 States for the benefit of the Navajo Nation, as
13 described in subparagraphs 4.12, 4.13, 4.15,
14 and 4.16 of the Settlement Agreement.

15 (2) HOPI TRIBE.—The United States shall hold
16 the following Water Rights in trust for the benefit
17 of the Hopi Tribe:

18 (A) Underground Water described in sub-
19 paragraph 5.2 of the Settlement Agreement.

20 (B) Surface Water described in subpara-
21 graph 5.4 of the Settlement Agreement.

22 (C) Springs described in subparagraph 5.5
23 of the Settlement Agreement.

1 (D) Hopi Tribe Upper Basin Colorado
2 River Water described in subparagraph 5.7 of
3 the Settlement Agreement.

4 (E) Water Rights appurtenant to or asso-
5 ciated with land held in trust by the United
6 States for the benefit of the Hopi Tribe, as de-
7 scribed in subparagraphs 5.10, 5.11, 5.12, and
8 5.13 of the Settlement Agreement.

9 (3) SAN JUAN SOUTHERN PAIUTE TRIBE.—The
10 United States shall hold the following Water Rights
11 in trust for the benefit of the San Juan Southern
12 Paiute Tribe:

13 (A) Underground Water described in sub-
14 paragraph 6.2.3 of the Settlement Agreement.

15 (B) Surface Water described in subpara-
16 graph 6.2.4 of the Settlement Agreement.

17 (C) Springs described in subparagraph
18 6.2.6 of the Settlement Agreement.

19 (D) Water Rights appurtenant to or asso-
20 ciated with land held in trust by the United
21 States for the benefit of the San Juan Southern
22 Paiute Tribe, as described in subparagraphs 6.5
23 and 6.6 of the Settlement Agreement.

24 (4) HOPI ALLOTTEES.—The United States shall
25 hold the Water Rights described in subparagraph

1 5.9 of the Settlement Agreement in trust for the
2 benefit of the Hopi Allottees.

3 (d) PLACES OF USE.—

4 (1) NAVAJO NATION.—The rights of the Navajo
5 Nation, and the United States acting as trustee for
6 the Navajo Nation, to the water described in sub-
7 paragraphs 4.2, 4.4, 4.5, and 4.6 of the Settlement
8 Agreement—

9 (A) may be used anywhere on the Navajo
10 Reservation or on off-Reservation land held in
11 trust by the United States for the benefit of the
12 Navajo Nation; but

13 (B) may not be sold, leased, transferred, or
14 in any way used off of the Navajo Reservation
15 or off of land outside the Navajo Reservation
16 that is held in trust by the United States for
17 the benefit of the Navajo Nation.

18 (2) HOPI TRIBE.—The rights of the Hopi
19 Tribe, and the United States acting as trustee for
20 the Hopi Tribe, to the water described in subpara-
21 graphs 5.2, 5.4, and 5.5 of the Settlement Agree-
22 ment—

23 (A) may be used anywhere on the Hopi
24 Reservation or on off-Reservation land held in

1 trust by the United States for the benefit of the
2 Hopi Tribe; but

3 (B) may not be sold, leased, transferred, or
4 in any way used off of the Hopi Reservation or
5 off of land outside the Hopi Reservation that is
6 held in trust by the United States for the ben-
7 efit of the Hopi Tribe.

8 (3) SAN JUAN SOUTHERN PAIUTE TRIBE.—The
9 rights of the San Juan Southern Paiute Tribe, and
10 the United States acting as trustee for the San Juan
11 Southern Paiute Tribe, to the water described in
12 subparagraphs 6.2.3, 6.2.4, and 6.2.6 of the Settle-
13 ment Agreement—

14 (A) may be used on the San Juan South-
15 ern Paiute Southern Area or on land outside
16 the San Juan Southern Paiute Southern Area
17 that is held in trust by the United States for
18 the benefit of the San Juan Southern Paiute
19 Tribe; but

20 (B) may not be sold, leased, transferred, or
21 in any way used off of the San Juan Southern
22 Paiute Southern Area or off of land outside the
23 San Juan Southern Paiute Southern Area that
24 is held in trust by the United States for the
25 benefit of the San Juan Southern Paiute Tribe.

1 (e) NONUSE, FORFEITURE, AND ABANDONMENT.—

2 (1) NAVAJO NATION AND NAVAJO
3 ALLOTTEES.—Water Rights of the Navajo Nation
4 and the Navajo Allottees described in subparagraphs
5 4.2, 4.4, 4.5, 4.6, 4.7, and 4.9 of the Settlement
6 Agreement and Water Rights relating to land held
7 in trust by the United States for the benefit of the
8 Navajo Nation, as described in subparagraphs 4.12,
9 4.13, 4.15, and 4.16 of the Settlement Agreement,
10 shall not be subject to loss by non-use, forfeiture, or
11 abandonment.

12 (2) HOPI TRIBE.—Water Rights of the Hopi
13 Tribe described in subparagraphs 5.2, 5.4, 5.5, and
14 5.7 of the Settlement Agreement and Water Rights
15 relating to land held in trust by the United States
16 for the benefit of the Hopi Tribe, as described in
17 subparagraphs 5.10, 5.11, 5.12, and 5.13 of the Set-
18 tlement Agreement, shall not be subject to loss by
19 non-use, forfeiture, or abandonment.

20 (3) SAN JUAN SOUTHERN PAIUTE TRIBE.—
21 Water Rights of the San Juan Southern Paiute
22 Tribe described in subparagraphs 6.2.3, 6.2.4, and
23 6.2.6 of the Settlement Agreement shall not be sub-
24 ject to loss by non-use, forfeiture, or abandonment.

1 (4) HOPI ALLOTTEES.—Water Rights of the
2 Hopi Allottees described in subparagraph 5.9 of the
3 Settlement Agreement shall not be subject to loss by
4 non-use, forfeiture, or abandonment.

5 (f) NAVAJO ALLOTTEES.—

6 (1) APPLICABILITY OF THE ACT OF FEBRUARY
7 8, 1887.—Section 7 of the Act of February 8, 1887
8 (24 Stat. 390, chapter 119; 25 U.S.C. 381), shall
9 apply to the Water Rights described in subsection
10 (c)(1).

11 (2) ENTITLEMENT TO WATER.—The rights of
12 Navajo Allottees, and the United States acting as
13 trustee for Navajo Allottees, to use water on Navajo
14 Allotments located on the Navajo Reservation shall
15 be satisfied solely from the Water Rights described
16 in subsection (c)(1).

17 (3) ALLOCATIONS.—A Navajo Allottee shall be
18 entitled to a just and equitable distribution of water
19 for irrigation purposes.

20 (4) CLAIMS.—

21 (A) EXHAUSTION OF REMEDIES.—Before
22 asserting any claim against the United States
23 under section 7 of the Act of February 8, 1887
24 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or
25 any other applicable law, a Navajo Allottee shall

1 exhaust remedies available under the Navajo
2 Nation Water Code or other applicable Navajo
3 law.

4 (B) ACTION FOR RELIEF.—After the ex-
5 haustion of all remedies available under the
6 Navajo Nation Water Code or other applicable
7 Navajo law pursuant to subparagraph (A), a
8 Navajo Allottee may seek relief under section 7
9 of the Act of February 8, 1887 (24 Stat. 390,
10 chapter 119; 25 U.S.C. 381), or other applica-
11 ble law.

12 (5) AUTHORITY OF THE SECRETARY.—The Sec-
13 retary may protect the rights of Navajo Allottees in
14 accordance with this subsection.

15 (g) NAVAJO NATION WATER CODE.—To the extent
16 necessary, and subject to the approval of the Secretary,
17 the Navajo Nation shall amend the Navajo Nation Water
18 Code to provide—

19 (1) that Use of water by Navajo Allottees shall
20 be satisfied with water from the Water Rights de-
21 scribed in subsection (c)(1);

22 (2) a process by which a Navajo Allottee may
23 request that the Navajo Nation provide water in ac-
24 cordance with the Settlement Agreement, including
25 the provision of water under any Navajo Allottee

1 lease under section 4 of the Act of June 25, 1910
2 (36 Stat. 856, chapter 431; 25 U.S.C. 403);

3 (3) a due process system for the consideration
4 and determination by the Navajo Nation of any re-
5 quest of a Navajo Allottee (or a successor in interest
6 to a Navajo Allottee) for an allocation of water on
7 a Navajo Allotment, including a process for—

8 (A) appeal and adjudication of any denied
9 or disputed distribution of water; and

10 (B) resolution of any contested administra-
11 tive decision; and

12 (4) a requirement that any Navajo Allottee as-
13 serting a claim relating to the enforcement of rights
14 of the Navajo Allottee under the Navajo Nation
15 Water Code, including to the quantity of water allo-
16 cated to land of the Navajo Allottee, shall exhaust
17 all remedies available to the Navajo Allottee under
18 Navajo law before initiating an action against the
19 United States or petitioning the Secretary pursuant
20 to subsection (f)(4)(B).

21 (h) ACTION BY THE SECRETARY.—

22 (1) IN GENERAL.—During the period beginning
23 on the date of enactment of this Act and ending on
24 the date on which a Navajo Nation Water Code is
25 amended pursuant to subsection (g), the Secretary

1 shall administer, with respect to the rights of the
2 Navajo Allottees, the Water Rights identified under
3 subsection (c)(1).

4 (2) APPROVAL.—The Navajo Nation Water
5 Code amendments described in subsection (g) shall
6 not be valid unless—

7 (A) the amendments described in that sub-
8 section have been approved by the Secretary;
9 and

10 (B) each subsequent amendment to the
11 Navajo Nation Water Code that affects the
12 rights of a Navajo Allottee is approved by the
13 Secretary.

14 (3) APPROVAL PERIOD.—

15 (A) APPROVAL PERIOD.—Except as pro-
16 vided in subparagraph (B), the Secretary shall
17 approve or disapprove the Navajo Nation Water
18 Code amendments described in subsection (g)
19 not later than 180 days after the date on which
20 the amendments are submitted to the Sec-
21 retary.

22 (B) EXTENSION.—The deadline described
23 in subparagraph (A) may be extended by the
24 Secretary after consultation with the Navajo
25 Nation.

1 (i) EFFECT.—Except as otherwise expressly provided
2 in this section, nothing in this Act—

3 (1) authorizes any action by a Navajo Allottee
4 against any individual or entity, or against the Nav-
5 ajo Nation, under Federal, State, Tribal, or local
6 law; or

7 (2) alters or affects the status of any action
8 brought pursuant to section 1491(a) of title 28,
9 United States Code.

10 **SEC. 6. ALLOCATION AND ASSIGNMENT OF COLORADO**
11 **RIVER WATER TO THE TRIBES; WATER DELIV-**
12 **ERY CONTRACTS.**

13 (a) ALLOCATION AND ASSIGNMENT TO THE NAVAJO
14 NATION AND THE HOPI TRIBE.—

15 (1) ALLOCATION AND ASSIGNMENT TO THE
16 NAVAJO NATION.—

17 (A) NAVAJO NATION UPPER BASIN COLO-
18 RADO RIVER WATER.—

19 (i) STATE AGREEMENT.—Pursuant to
20 subparagraph 4.7.1 of the Settlement
21 Agreement, the State has expressly agreed
22 to the allocation described in clause (ii).

23 (ii) ALLOCATION.—44,700 AFY of
24 Upper Basin Colorado River Water is allo-

1 cated to the Navajo Nation on the En-
2 forceability Date.

3 (B) NAVAJO NATION CIBOLA WATER.—

4 Pursuant to subparagraph 4.8.2 of the Settle-
5 ment Agreement, the State has recommended
6 the assignment of Navajo Nation Cibola Water
7 by the Hopi Tribe to the Navajo Nation effec-
8 tive on the Enforceability Date.

9 (C) NAVAJO NATION FOURTH PRIORITY

10 WATER.—

11 (i) STATE RECOMMENDATION.—Pur-

12 suant to subparagraph 4.9.1 of the Settle-
13 ment Agreement, the State has rec-
14 ommended the allocation described in
15 clause (ii).

16 (ii) ALLOCATION.—3,500 AFY of

17 uncontracted Fourth Priority Water re-
18 served for Use in a Navajo-Hopi Indian
19 Water Rights settlement under paragraph
20 11.3 of the Arizona Water Settlement
21 Agreement among the United States, the
22 State, and CAWCD, as authorized by
23 paragraphs (1) and (2) of section 106(a)
24 of the Central Arizona Project Settlement
25 Act of 2004 (Public Law 108–451; 118

1 Stat. 3492), is allocated to the Navajo Na-
2 tion on the Enforceability Date.

3 (2) ALLOCATION TO HOPI TRIBE AND AMEND-
4 MENT TO CIBOLA CONTRACT.—

5 (A) ARIZONA HOPI TRIBE UPPER BASIN
6 COLORADO RIVER WATER.—

7 (i) STATE AGREEMENT.—Pursuant to
8 subparagraph 5.7.1 of the Settlement
9 Agreement, the State has expressly agreed
10 to the allocation described in clause (ii).

11 (ii) ALLOCATION.—2,300 AFY of
12 Upper Basin Colorado River Water is allo-
13 cated to the Hopi Tribe on the Enforce-
14 ability Date.

15 (B) HOPI TRIBE CIBOLA WATER.—Pursu-
16 ant to subparagraph 5.8.1 of the Settlement
17 Agreement, the State has recommended the
18 amendment of the existing Hopi Tribe Cibola
19 Contract to reduce the Fourth Priority Water
20 diversion entitlement of the Hopi Tribe to
21 4,178 AFY, and to provide for additional Uses
22 and places of Use of Hopi Tribe Cibola Water,
23 effective on the Enforceability Date.

24 (b) COLORADO RIVER WATER USE AND STORAGE.—

25 (1) IN GENERAL.—

1 (A) NAVAJO NATION UPPER BASIN COLO-
2 RADO RIVER WATER AND HOPI TRIBE UPPER
3 BASIN COLORADO RIVER WATER.—Navajo Na-
4 tion Upper Basin Colorado River Water and
5 Hopi Tribe Upper Basin Colorado River Water
6 may be used at any location within the State.

7 (B) NAVAJO NATION CIBOLA WATER, NAV-
8 AJO NATION FOURTH PRIORITY WATER, AND
9 HOPI TRIBE CIBOLA WATER.—Navajo Nation
10 Cibola Water, Navajo Nation Fourth Priority
11 Water, and Hopi Tribe Cibola Water may be
12 used at any location within the State.

13 (C) STORAGE IN ARIZONA.—

14 (i) IN GENERAL.—Navajo Nation
15 Upper Basin Colorado River Water, Nav-
16 ajo Nation Cibola Water, Navajo Nation
17 Fourth Priority Water, Hopi Tribe Upper
18 Basin Colorado River Water, and Hopi
19 Tribe Cibola Water may be stored at un-
20 derground storage facilities or Ground-
21 water savings facilities located—

22 (I) within the Navajo Reservation
23 in accordance with Navajo law, or
24 State law if mutually agreed to by the
25 Navajo Nation and the State;

1 (II) within the Hopi Reservation
2 in accordance with Hopi law, or State
3 law if mutually agreed to by the Hopi
4 Tribe and the State;

5 (III) on any other Indian res-
6 ervation located in the State in ac-
7 cordance with applicable law; and

8 (IV) within the State and outside
9 of any Indian reservation in accord-
10 ance with State law.

11 (ii) STORAGE CREDITS.—

12 (I) IN GENERAL.—The Navajo
13 Nation and the Hopi Tribe may as-
14 sign any long-term storage credits ac-
15 crued as a result of storage under
16 clause (i) in accordance with applica-
17 ble law.

18 (II) STORAGE PURSUANT TO
19 TRIBAL LAW.—Any water stored pur-
20 suant to Tribal law may only be re-
21 covered on the Indian reservation
22 where the water was stored.

23 (D) TRANSPORTATION OF WATER
24 THROUGH THE CAP SYSTEM.—The Navajo Na-
25 tion or the Hopi Tribe may transport Navajo

1 Nation Upper Basin Colorado River Water,
2 Navajo Nation Cibola Water, Navajo Nation
3 Fourth Priority Water, Hopi Tribe Upper
4 Basin Colorado River Water, and Hopi Tribe
5 Cibola Water through the CAP system for stor-
6 age or Use in accordance with all laws of the
7 United States and the agreements between the
8 United States and CAWCD governing the Use
9 of the CAP system to transport water other
10 than CAP Water, subject to payment of appli-
11 cable charges.

12 (2) STORAGE IN NEW MEXICO.—

13 (A) IN GENERAL.—The Navajo Nation
14 may store its Navajo Nation Upper Basin Colo-
15 rado River Water, Navajo Nation Cibola Water,
16 and Navajo Nation Fourth Priority Water at
17 the Navajo Reservoir and the Frank Chee
18 Willetto, Sr. Reservoir in New Mexico, subject
19 to the condition that the water stored at the
20 Navajo Reservoir or the Frank Chee Willetto,
21 Sr. Reservoir is subsequently transported to the
22 State for Use in the State.

23 (B) CREDIT AGAINST UPPER BASIN COLO-
24 RADO RIVER WATER.—

1 (i) IN GENERAL.—Any storage of
2 Navajo Nation Upper Basin Colorado
3 River Water in the Navajo Reservoir or the
4 Frank Chee Willetto, Sr. Reservoir shall be
5 credited against Upper Basin Colorado
6 River Water in the year in which the diver-
7 sions for storage in the Reservoir occurs.

8 (ii) ACCOUNTING.—Water described
9 in clause (i) shall be accounted for and re-
10 ported by the Secretary separately from
11 any other water stored in the Navajo Res-
12 ervoir or the Frank Chee Willetto, Sr. Res-
13 ervoir.

14 (C) CREDIT AGAINST STATE APPORTION-
15 MENT OF LOWER BASIN COLORADO RIVER
16 WATER.—

17 (i) IN GENERAL.—Any storage of
18 Navajo Nation Cibola Water or Navajo
19 Nation Fourth Priority Water in the Nav-
20 ajo Reservoir or the Frank Chee Willetto,
21 Sr. Reservoir shall be credited against the
22 apportionment of the State of Lower Basin
23 Colorado River Water in the year in which
24 the diversion for storage in the Navajo

1 Reservoir or Frank Chee Willetto, Sr. Res-
2 ervoir occurs.

3 (ii) ACCOUNTING.—Water described
4 in clause (i) shall be accounted for and re-
5 ported by the Secretary separately from
6 any other water stored in the Navajo Res-
7 ervoir or the Frank Chee Willetto, Sr. Res-
8 ervoir.

9 (3) NO USE OUTSIDE ARIZONA.—

10 (A) NAVAJO NATION.—The Navajo Na-
11 tion—

12 (i) may divert its Navajo Nation
13 Upper Basin Colorado River Water, Nav-
14 ajo Nation Cibola Water, and Navajo Na-
15 tion Fourth Priority Water in the State,
16 New Mexico, and Utah; and

17 (ii) with the exception of storage in
18 the Navajo Reservoir and Frank Chee
19 Willetto, Sr. Reservoir in New Mexico
20 under paragraph (2), may not use, lease,
21 exchange, forbear, or otherwise transfer
22 any of the water for Use directly or indi-
23 rectly outside of the State.

24 (B) HOPI TRIBE.—The Hopi Tribe—

1 (i) may divert its Hopi Tribe Upper
2 Basin Colorado River Water and Hopi
3 Tribe Cibola Water in the State; and

4 (ii) may not use, lease, exchange, for-
5 bear, or otherwise transfer any of the
6 water described in clause (i) for Use di-
7 rectly or indirectly outside of the State.

8 (4) STORAGE CONTRACT REQUIREMENTS.—

9 (A) IN GENERAL.—All contracts to store
10 Navajo Nation Upper Basin Colorado River
11 Water, Navajo Nation Cibola Water, Navajo
12 Nation Fourth Priority Water, Hopi Tribe
13 Upper Basin Colorado River Water or Hopi
14 Tribe Cibola Water shall identify—

15 (i) the place of storage of the water;

16 (ii) the mechanisms for delivery of the
17 water; and

18 (iii) each point of diversion under the
19 applicable contract.

20 (B) CONFLICTS.—A contract to store Nav-
21 ajo Nation Upper Basin Colorado River Water,
22 Navajo Nation Cibola Water, Navajo Nation
23 Fourth Priority Water, Hopi Tribe Upper
24 Basin Colorado River Water, or Hopi Tribe

1 Cibola Water shall not conflict with the Settle-
2 ment Agreement or this Act.

3 (c) WATER DELIVERY CONTRACTS.—The Secretary
4 shall enter into the following water delivery contracts,
5 which shall be without limit as to term:

6 (1) NAVAJO NATION WATER DELIVERY CON-
7 TRACTS FOR NAVAJO NATION UPPER BASIN COLO-
8 RADO RIVER WATER.—

9 (A) IN GENERAL.—The Secretary shall
10 enter into a water delivery contract with the
11 Navajo Nation for Navajo Nation Upper Basin
12 Colorado River Water in accordance with the
13 Settlement Agreement, which shall provide for,
14 among other things—

15 (i) the delivery of up to 44,700 AFY
16 of Navajo Nation Upper Basin Colorado
17 River Water;

18 (ii) 1 or more points of diversion in
19 the State, New Mexico, and Utah;

20 (iii) 1 or more storage locations at
21 any place within the State and in the Nav-
22 ajo Reservoir and the Frank Chee Willetto,
23 Sr. Reservoir in New Mexico;

24 (iv) Use at any location within the
25 State; and

1 (v) delivery of Navajo Nation Upper
2 Basin Colorado River Water to the Navajo
3 Nation's lessees and exchange partners in
4 the Upper Basin and the Lower Basin
5 within the State.

6 (B) EXISTING WATER SERVICE CON-
7 TRACT.—

8 (i) IN GENERAL.—Water Service Con-
9 tract No. 09–WC–40–318 between the
10 United States and the Navajo Nation
11 dated December 23, 2009, for the delivery
12 of up to 950 AFY of water from Lake
13 Powell to the Navajo Nation for municipal
14 and industrial Use within the Community
15 of LeChee shall be replaced with a Navajo
16 Nation Water Delivery Contract for the de-
17 livery of Navajo Nation Upper Basin Colo-
18 rado River Water that complies with sub-
19 paragraph (A).

20 (ii) TERMINATION.—As provided in
21 the Settlement Agreement, on the Enforce-
22 ability Date, the water service contract de-
23 scribed in clause (i) shall terminate.

24 (2) NAVAJO NATION WATER DELIVERY CON-
25 TRACT FOR NAVAJO NATION CIBOLA WATER.—The

1 Secretary shall enter into a water delivery contract
2 with the Navajo Nation for the Navajo Nation
3 Cibola Water in accordance with the Settlement
4 Agreement, which shall provide for, among other
5 things—

6 (A)(i) the diversion of up to 100 AFY at
7 the location and for the same Uses described in
8 the Hopi Tribe Existing Cibola Contract; or

9 (ii) delivery and consumptive use of up to
10 71.5 AFY at locations and for Uses within the
11 State other than as described in the Hopi Tribe
12 Existing Cibola Contract;

13 (B) 1 or more points of diversion in the
14 State, New Mexico, and Utah;

15 (C) storage in any location within the
16 State and in the Navajo Reservoir and the
17 Frank Chee Willetto, Sr. Reservoir in New
18 Mexico;

19 (D) Use at any location within the State;

20 (E) delivery of Navajo Nation Cibola
21 Water to the Navajo Nation's lessees and ex-
22 change partners in the Upper Basin and the
23 Lower Basin within the State; and

24 (F) curtailment as provided in subsection
25 (e).

1 (3) NAVAJO NATION WATER DELIVERY CON-
2 TRACT FOR NAVAJO NATION FOURTH PRIORITY
3 WATER.—The Secretary shall enter into a water de-
4 livery contract with the Navajo Nation for Navajo
5 Nation Fourth Priority Water in accordance with
6 the Settlement Agreement, which shall provide for,
7 among other things—

8 (A) delivery of up to 3,500 AFY of Navajo
9 Nation Fourth Priority Water;

10 (B) 1 or more points of diversion in the
11 State, New Mexico, and Utah;

12 (C) storage in any location within the
13 State and in the Navajo Reservoir and the
14 Frank Chee Willetto, Sr. Reservoir in New
15 Mexico;

16 (D) Use at any location within the State;

17 (E) delivery of Navajo Nation Fourth Pri-
18 ority Water to the Navajo Nation’s lessees and
19 exchange partners in the Upper Basin and the
20 Lower Basin within the State; and

21 (F) curtailment as provided in subsection
22 (e).

23 (4) HOPI TRIBE DELIVERY CONTRACTS FOR
24 HOPI TRIBE UPPER BASIN COLORADO RIVER
25 WATER.—The Secretary shall enter into a water de-

1 livery contract with the Hopi Tribe for Hopi Tribe
2 Upper Basin Colorado River Water in accordance
3 with the Settlement Agreement, which shall provide
4 for, among other things—

5 (A) the delivery of up to 2,300 AFY of
6 Hopi Tribe Upper Basin Colorado River Water;

7 (B) 1 or more points of diversion in the
8 State, including Lake Powell;

9 (C) 1 or more storage locations at any
10 place within the State;

11 (D) Use at any location within the State;

12 and

13 (E) delivery of Hopi Tribe Upper Basin
14 Colorado River Water to the Hopi Tribe's les-
15 sees and exchange partners in the Upper Basin
16 and the Lower Basin within the State.

17 (5) HOPI TRIBE WATER DELIVERY CONTRACT
18 FOR HOPI TRIBE CIBOLA WATER.—The Secretary
19 shall enter into a water delivery contact with the
20 Hopi Tribe for Hopi Tribe Cibola Water in accord-
21 ance with the Settlement Agreement, which shall
22 provide for, among other things—

23 (A) the delivery of up to 4,178 AFY of
24 Fourth Priority water, 750 AFY of Fifth Pri-

1 ority Water, and 1,000 AFY of Sixth Priority
2 Water;

3 (B) 1 or more points of diversion in the
4 State, including Lake Powell;

5 (C) storage in any location within the
6 State;

7 (D) Use at any location within the State,
8 consistent with subparagraph 5.8.3 of the Set-
9 tlement Agreement;

10 (E) delivery of Hopi Tribe Cibola Water to
11 the Hopi Tribe's lessees and exchange partners
12 in the Upper Basin and Lower Basin within the
13 State; and

14 (F) curtailment as provided in subsection
15 (e).

16 (d) REQUIREMENTS AND LIMITATIONS APPLICABLE
17 TO WATER DELIVERY CONTRACTS.—The Navajo Nation
18 Water Delivery Contracts and Hopi Tribe Water Delivery
19 Contracts shall be subject to the following requirements
20 and limitations:

21 (1) Except for storage by the Navajo Nation at
22 the Navajo Reservoir and the Frank Chee Willetto,
23 Sr. Reservoir in New Mexico, a water delivery con-
24 tract shall not permit the Use of the water outside
25 of the State.

1 (2) A water delivery contract shall not, either
2 temporarily or permanently, alter or reduce the an-
3 nual Lower Basin apportionment of the State pursu-
4 ant to the Boulder Canyon Project Act (43 U.S.C.
5 617 et seq.) and the Decree, or annual Upper Basin
6 apportionment pursuant to the Upper Colorado
7 River Basin Compact, as ratified and reprinted in
8 article 3 of chapter 7 of title 45, Arizona Revised
9 Statutes.

10 (3) Nothing in a water delivery contract shall
11 alter or impair the rights, authorities, and interests
12 of the State under the Boulder Canyon Project Act
13 (43 U.S.C. 617 et seq.), the contract between the
14 United States and the State dated February 9,
15 1944, the Upper Colorado River Basin Compact of
16 1948, as ratified and reprinted in article 3 of chap-
17 ter 7 of title 45, Arizona Revised Statutes, or the
18 Decree.

19 (4) A water delivery contract shall not limit the
20 ability of the State to seek or advocate changes in
21 the operating rules, criteria, or guidelines of the Col-
22 orado River System as those rules, criteria, or guide-
23 lines apply to the apportionments of the State from
24 the Upper Basin and the Lower Basin of the Colo-
25 rado River.

1 (5) In the event that a water delivery contract
2 will result in the delivery of Upper Basin Colorado
3 River Water to the Lower Basin or Lower Basin
4 Colorado River Water to the Upper Basin, the Sec-
5 retary shall confer with the State prior to executing
6 that water delivery contract with respect to—

7 (A) the impact of the water deliveries on
8 the availability of Upper Basin or Lower Basin
9 Colorado River Water within the State;

10 (B) the annual accounting conducted by
11 the Bureau for the water on the Colorado River
12 apportionments of the State in the Upper Basin
13 and Lower Basin; and

14 (C) as appropriate, the impact of the water
15 deliveries on the operations of the Central Ari-
16 zona Project.

17 (6) A water delivery contract shall identify—

18 (A) the place of Use of the water;

19 (B) the purpose of the Use of the water
20 during the term of the contract;

21 (C) the mechanism for delivery of the
22 water; and

23 (D) each point of diversion under the con-
24 tract.

1 (7) A water delivery contract shall not prejudice
2 the interests of the State, or serve as precedent
3 against the State, in any litigation relating to the
4 apportionment, diversion, storage, or Use of water
5 from the Colorado River System.

6 (8) In the case of a conflict between a water de-
7 livery contract and this Act or the Settlement Agree-
8 ment, this Act or the Settlement Agreement shall
9 control.

10 (9) Any material amendment or modification of
11 a water delivery contract shall comply with, and be
12 subject to, all requirements and limitations for the
13 water delivery contract, as described in the Settle-
14 ment Agreement and this Act.

15 (10) A water delivery contract shall become ef-
16 fective on the Enforceability Date and, once effec-
17 tive, shall be permanent and without limit as to
18 term.

19 (11) The United States shall waive Colorado
20 River Storage Project standby charges and delivery
21 charges and annual administration fees for water de-
22 livered pursuant to a water delivery contract.

23 (e) CURTAILMENT.—

24 (1) NAVAJO NATION CIBOLA WATER AND NAV-
25 AJO NATION FOURTH PRIORITY WATER.—Delivery of

1 Navajo Nation Cibola Water and Navajo Nation
2 Fourth Priority Water, regardless of the point of di-
3 version, shall be subject to reduction in any year in
4 which a shortage is declared to the same extent as
5 other non-CAP Fourth Priority Water.

6 (2) OTHER LOWER BASIN COLORADO RIVER
7 WATER ACQUIRED BY THE NAVAJO NATION.—Any
8 other Lower Basin Colorado River Water that the
9 Navajo Nation may acquire shall be subject to re-
10 duction in any year in which a shortage is declared
11 in accordance with criteria applied by the Secretary
12 to water of the same priority.

13 (3) HOPI TRIBE CIBOLA WATER.—

14 (A) FOURTH PRIORITY.—Delivery of Hopi
15 Tribe Cibola Water of fourth priority, regard-
16 less of the point of diversion, shall be subject to
17 reduction in any year in which a shortage is de-
18 clared to the same extent as other non-CAP
19 Fourth Priority Water.

20 (B) FIFTH PRIORITY.—Delivery of Hopi
21 Tribe Cibola Water of fifth priority, regardless
22 of the point of diversion, shall be subject to re-
23 duction in any year in which a shortage is de-
24 clared to the same extent as other Fifth Pri-
25 ority Water.

1 (4) OTHER LOWER BASIN COLORADO RIVER
2 WATER ACQUIRED BY THE HOPI TRIBE.—Any other
3 Lower Basin Colorado River Water that the Hopi
4 Tribe may acquire shall be subject to reduction in
5 any year in which a shortage is declared in accord-
6 ance with criteria applied by the Secretary to water
7 of the same priority.

8 (f) USE OF THE COLORADO RIVER MAINSTREAM AND
9 SAN JUAN RIVER.—

10 (1) IN GENERAL.—The Secretary may use—

11 (A) the Colorado River mainstream and
12 dams and works on the mainstream controlled
13 or operated by the United States, which regu-
14 late the flow of water in the mainstream or the
15 diversion of water from the mainstream in the
16 Upper Basin or the Lower Basin to transport
17 and deliver Navajo Nation Upper Basin Colo-
18 rado River Water, Hopi Tribe Upper Basin Col-
19 orado River Water, Navajo Nation Cibola
20 Water, Navajo Nation Fourth Priority Water,
21 and Hopi Tribe Cibola Water; and

22 (B) the San Juan River and the dams and
23 works described in subparagraphs 4.7.5, 4.8.4,
24 and 4.9.4 of the Settlement Agreement to
25 transport, store, and deliver Navajo Nation

1 Upper Basin Colorado River Water, Navajo Na-
2 tion Cibola Water, and Navajo Nation Fourth
3 Priority Water.

4 (2) NAVAJO NATION UPPER BASIN COLORADO
5 RIVER WATER; HOPI TRIBE UPPER BASIN COLORADO
6 RIVER WATER.—Navajo Nation Upper Basin Colo-
7 rado River Water or Hopi Tribe Upper Basin Colo-
8 rado River Water that enters the Lower Basin at
9 Lee Ferry shall—

10 (A) retain its character as Upper Basin
11 Colorado River Water; and

12 (B) be accounted for separately by the Sec-
13 retary in a manner such that the Navajo Na-
14 tion Upper Basin Colorado River Water or the
15 Hopi Tribe Upper Basin Colorado River Water
16 is not subject to paragraphs II(A) and II(B) of
17 the Decree.

18 (3) SAN JUAN RIVER.—Navajo Nation Upper
19 Basin Colorado River Water that enters the San
20 Juan River and the dams and works described in
21 subparagraphs 4.7.5, 4.8.4, and 4.9.4 of the Settle-
22 ment Agreement shall retain its character as Upper
23 Basin Colorado River Water, but if Navajo Nation
24 Upper Basin Colorado River Water spills from dams
25 on the San Juan River described in subparagraphs

1 4.7.5, 4.8.4, and 4.9.4 of the Settlement Agreement,
2 that water shall become part of the San Juan River
3 system.

4 (g) ACQUISITIONS OF ENERGY.—Amounts of energy
5 needed to deliver water to the Navajo Nation, the Hopi
6 Tribe, or the San Juan Southern Paiute Tribe shall be
7 acquired by the Tribes.

8 (h) REPORTING BY NAVAJO NATION AND HOPI
9 TRIBE.—

10 (1) NAVAJO NATION.—

11 (A) IN GENERAL.—Beginning on March 1
12 of the first year following the year in which the
13 Enforceability Date occurs, and on March 1 of
14 each year thereafter, the Navajo Nation shall
15 submit to the Arizona Department of Water
16 Resources a report describing—

17 (i) the annual diversion amount, point
18 of diversion, and places of Use of Navajo
19 Nation Upper Basin Colorado River
20 Water;

21 (ii) the annual diversion amount,
22 point of diversion, and places of Use of
23 Navajo Nation Cibola Water;

1 (iii) the annual diversion amount,
2 point of diversion, and places of Use of
3 Navajo Nation Fourth Priority Water;

4 (iv) the location and annual amount
5 of any off-Reservation storage of Navajo
6 Nation Upper Basin Colorado River
7 Water, Navajo Nation Cibola Water, and
8 Navajo Nation Fourth Priority Water;

9 (v) the amount of an off-Reservation
10 exchange involving Navajo Nation Upper
11 Basin Colorado River Water, Navajo Na-
12 tion Cibola Water, and Navajo Nation
13 Fourth Priority Water; and

14 (vi) the location and annual amount
15 of Navajo Nation Upper Basin Colorado
16 River Water, Navajo Nation Cibola Water,
17 and Navajo Nation Fourth Priority Water
18 leased off-Reservation.

19 (B) MEASUREMENT OF DIVERTED
20 WATER.—

21 (i) IN GENERAL.—In order to accu-
22 rately measure the flow of water diverted
23 in the Upper Basin for Use by the Navajo
24 Nation in the State, the Navajo Nation
25 shall install suitable measuring devices at

1 or near each point of diversion of Navajo
2 Nation Upper Basin Colorado River
3 Water, Navajo Nation Cibola Water, and
4 Navajo Nation Fourth Priority Water from
5 the Colorado River's mainstem in the
6 Upper Basin and the San Juan River in
7 the Upper Basin.

8 (ii) NOTIFICATION.—The Navajo Na-
9 tion shall notify the Arizona Department
10 of Water Resources, in writing, of any an-
11 nual reporting conflicts between the Bu-
12 reau, the Navajo Nation, or the Upper Col-
13 orado River Commission prior to the com-
14 pletion by the Bureau of the annual “Colo-
15 rado River Accounting and Water Use Re-
16 port for the Lower Basin”.

17 (2) HOPI TRIBE.—

18 (A) IN GENERAL.—Beginning on March 1
19 of the first year following the year in which the
20 Enforceability Date occurs, and on March 1 of
21 each year thereafter, the Hopi Tribe shall sub-
22 mit to the Arizona Department of Water Re-
23 sources a report describing—

1 (i) the annual diversion amount, point
2 of diversion, and places of Use of Hopi
3 Tribe Upper Basin Colorado River Water;

4 (ii) the annual diversion amount,
5 point of diversion, and places of Use of
6 Hopi Tribe Cibola Water;

7 (iii) the location and annual amount
8 of any off-Reservation storage of Hopi
9 Tribe Upper Basin Colorado River Water
10 and Hopi Tribe Cibola Water;

11 (iv) the amount of an off-Reservation
12 exchange involving Hopi Tribe Upper
13 Basin Colorado River Water or Hopi Tribe
14 Cibola Water; and

15 (v) the location and annual amount of
16 Hopi Tribe Upper Basin Colorado River
17 Water and Hopi Tribe Cibola Water leased
18 off-Reservation.

19 (B) MEASUREMENT OF DIVERTED
20 WATER.—

21 (i) IN GENERAL.—In order to accu-
22 rately measure the flow of water diverted
23 in the Upper Basin for Use by the Hopi
24 Tribe in the State, the Hopi Tribe shall in-
25 stall suitable measuring devices at or near

1 each point of diversion of Hopi Tribe
2 Upper Basin Colorado River Water and
3 Hopi Tribe Cibola Water from the Colo-
4 rado River's mainstem in the Upper Basin.

5 (ii) NOTIFICATION.—The Hopi Tribe
6 shall notify the Arizona Department of
7 Water Resources, in writing, of any annual
8 reporting conflicts between the Bureau, the
9 Hopi Tribe, or the Upper Colorado River
10 Commission prior to the completion by the
11 Bureau of the annual “Colorado River Ac-
12 counting and Water Use Report for the
13 Lower Basin”.

14 **SEC. 7. COLORADO RIVER WATER LEASES AND EX-**
15 **CHANGES; USES.**

16 (a) IN GENERAL.—Subject to approval by the Sec-
17 retary—

18 (1) the Navajo Nation may enter into leases, or
19 options to lease, or exchanges, or options to ex-
20 change, Navajo Nation Upper Basin Colorado River
21 Water, Navajo Nation Cibola Water, and Navajo
22 Nation Fourth Priority Water, for Use and storage
23 in the State, in accordance with the Settlement
24 Agreement and all applicable Federal and State laws

1 governing the transfer of Colorado River Water enti-
2 tlements within the State; and

3 (2) the Hopi Tribe may enter into leases, or op-
4 tions to lease, or exchanges, or options to exchange,
5 Hopi Tribe Upper Basin Colorado River Water and
6 Hopi Tribe Cibola Water for Use and storage in the
7 State, in accordance with the Settlement Agreement
8 and all applicable Federal and State laws governing
9 the transfer of Colorado River Water entitlements
10 within the State.

11 (b) TERMS OF LEASES AND EXCHANGES.—

12 (1) ON-RESERVATION LEASING.—

13 (A) IN GENERAL.—The Navajo Nation
14 may lease the Navajo Nation Upper Basin Col-
15 orado River Water, the Navajo Nation Cibola
16 Water, and the Navajo Nation Fourth Priority
17 Water for Use or storage on the Navajo Res-
18 ervation and the Hopi Tribe may lease Hopi
19 Tribe Upper Basin Colorado River Water and
20 Hopi Tribe Cibola Water for Use or storage on
21 the Hopi Reservation.

22 (B) REQUIREMENTS.—A lease or option to
23 lease under subparagraph (A) shall be subject
24 to—

1 (i) the leasing regulations of the Nav-
2 ajo Nation or Hopi Tribe, as applicable;
3 and

4 (ii) subsections (a) and (e) of the first
5 section of the Act of August 9, 1955 (69
6 Stat. 539, chapter 615; 25 U.S.C. 415)
7 (commonly known as the “Long-Term
8 Leasing Act”).

9 (2) EXCHANGES AND OFF-RESERVATION LEAS-
10 ING.—

11 (A) NAVAJO NATION LEASING.—Subject to
12 approval by the Secretary for an off-Reserva-
13 tion lease, the Navajo Nation may lease Navajo
14 Nation Upper Basin Colorado River Water,
15 Navajo Nation Cibola Water, and Navajo Na-
16 tion Fourth Priority Water for Use or storage
17 off of the Navajo Reservation anywhere within
18 the State, in accordance with the Settlement
19 Agreement and all applicable Federal and State
20 laws governing the transfer of Colorado River
21 Water within the State.

22 (B) HOPI TRIBE LEASING.—Subject to ap-
23 proval by the Secretary for an off-Reservation
24 lease, the Hopi Tribe may lease Hopi Tribe
25 Upper Basin Colorado River Water and Hopi

1 Tribe Cibola Water for Use or storage off of
2 the Hopi Reservation anywhere within the
3 State, in accordance with the Settlement Agree-
4 ment and all applicable Federal and State laws
5 governing the transfer of Colorado River Water
6 within the State.

7 (C) TERM OF LEASES AND EXCHANGES.—

8 (i) LEASES.—A contract to lease and
9 an option to lease off of the Reservation
10 under subparagraph (A) or (B), as applica-
11 ble, shall be for a term not to exceed 100
12 years.

13 (ii) EXCHANGES.—An exchange or op-
14 tion to exchange shall be for the term pro-
15 vided for in the exchange or option, as ap-
16 plicable.

17 (D) RENEGOTIATION; RENEWAL.—The
18 Navajo Nation and the Hopi Tribe may, with
19 the approval of the Secretary, renegotiate any
20 lease described in subparagraph (A) or (B), as
21 applicable, at any time during the term of that
22 lease, subject to the condition that the term of
23 the renegotiated lease off of the Reservation
24 may not exceed 100 years.

1 (3) REQUIREMENTS FOR ALL CONTRACTS TO
2 LEASE AND CONTRACTS TO EXCHANGE.—All con-
3 tracts to lease or exchange Navajo Nation Upper
4 Basin Colorado River Water, Navajo Nation Cibola
5 Water, Navajo Nation Fourth Priority Water, Hopi
6 Tribe Upper Colorado River Water, and Hopi Tribe
7 Cibola Water shall—

8 (A) identify the places of Use of the water,
9 the purpose of the Uses of the water during the
10 term of the contract, the mechanisms for deliv-
11 ery of the water, and each point of diversion
12 under the contract; and

13 (B) provide that the water received from
14 the Navajo Nation or the Hopi Tribe, as appli-
15 cable, shall be used in accordance with applica-
16 ble law.

17 (4) NO CONFLICT WITH SETTLEMENT AGREE-
18 MENT OR THIS ACT.—A contract to lease or ex-
19 change Navajo Nation Upper Basin Colorado River
20 Water, Navajo Nation Cibola Water, Navajo Nation
21 Fourth Priority Water, Hopi Tribe Upper Basin
22 Colorado River Water, or Hopi Tribe Cibola Water
23 shall not conflict with the Settlement Agreement or
24 this Act.

1 (c) PROHIBITION ON PERMANENT ALIENATION.—No
2 Navajo Nation Upper Basin Colorado River Water, Nav-
3 ajo Nation Cibola Water, Navajo Nation Fourth Priority
4 Water, Hopi Tribe Upper Basin Colorado River Water,
5 or Hopi Tribe Cibola Water may be permanently alien-
6 ated.

7 (d) ENTITLEMENT TO LEASE AND EXCHANGE MON-
8 IES.—

9 (1) ENTITLEMENT.—The Navajo Nation or the
10 Hopi Tribe, as applicable, shall be entitled to all
11 consideration due to the Navajo Nation or Hopi
12 Tribe under any lease, option to lease, exchange, or
13 option to exchange Navajo Nation Upper Basin Col-
14 orado River Water, Navajo Nation Cibola Water,
15 Navajo Nation Fourth Priority Water, Hopi Tribe
16 Upper Basin Colorado River Water, or Hopi Tribe
17 Cibola Water entered into by the Navajo Nation or
18 the Hopi Tribe.

19 (2) EXCLUSION.—The United States shall not,
20 in any capacity, be entitled to the consideration de-
21 scribed in paragraph (1).

22 (3) OBLIGATION OF THE UNITED STATES.—The
23 United States shall not, in any capacity, have any
24 trust or other obligation to monitor, administer, or
25 account for, in any manner, any funds received by

1 the Navajo Nation or the Hopi Tribe as consider-
2 ation under any lease, option to lease, exchange, or
3 option to exchange Navajo Nation Upper Basin Col-
4 orado River Water, Navajo Nation Cibola Water,
5 Navajo Nation Fourth Priority Water, Hopi Tribe
6 Upper Basin Colorado River Water, and Hopi Tribe
7 Cibola Water entered into by the Navajo Nation or
8 the Hopi Tribe.

9 (e) DELIVERY OF COLORADO RIVER WATER TO LES-
10 SEES.—All lessees of Navajo Nation Upper Basin Colo-
11 rado River Water, Navajo Nation Cibola Water, Navajo
12 Nation Fourth Priority Water, Hopi Tribe Upper Basin
13 Colorado River Water, and Hopi Tribe Cibola Water shall
14 pay all OM&R charges, all energy charges, and all other
15 applicable charges associated with the delivery of the
16 leased water.

17 (f) DELIVERY OF COLORADO RIVER WATER
18 THROUGH THE CAP SYSTEM.—

19 (1) CAWCD APPROVAL.—The Navajo Nation,
20 the Hopi Tribe, or any person who leases Navajo
21 Nation Upper Basin Colorado River Water, Navajo
22 Nation Cibola Water, Navajo Nation Fourth Priority
23 Water, Hopi Tribe Upper Basin Colorado River
24 Water, and Hopi Tribe Cibola Water under sub-
25 section (a) may transport that Navajo Nation Upper

1 Basin Colorado River Water, Navajo Nation Cibola
2 Water, Navajo Nation Fourth Priority Water, Hopi
3 Tribe Upper Basin Colorado River Water, or Hopi
4 Tribe Cibola Water, as applicable, through the CAP
5 system in accordance with all laws of the United
6 States and the agreements between the United
7 States and CAWCD governing the use of the CAP
8 system to transport water other than CAP water,
9 and other applicable charges.

10 (2) LESSEE RESPONSIBILITY FOR CHARGES.—

11 Any lease or option to lease providing for the tem-
12 porary delivery of Navajo Nation Upper Basin Colo-
13 rado River Water, Navajo Nation Cibola Water,
14 Navajo Nation Fourth Priority Water, Hopi Tribe
15 Upper Basin Colorado River Water, and Hopi Tribe
16 Cibola Water through the CAP system shall require
17 the lessee to pay the CAP operating agency all CAP
18 fixed OM&R charges and all CAP pumping energy
19 charges associated with the delivery of the leased
20 water, and other applicable charges.

21 (3) NO RESPONSIBILITY FOR PAYMENT.—The

22 Navajo Nation, the Hopi Tribe, and the United
23 States acting in any capacity shall not be responsible
24 for the payment of any charges associated with the
25 delivery of Colorado River Water leased to others.

1 (4) PAYMENT IN ADVANCE.—No leased Navajo
2 Nation Upper Basin Colorado River Water, Navajo
3 Nation Cibola Water, Navajo Nation Fourth Priority
4 Water, Hopi Tribe Upper Basin Colorado River
5 Water, or Hopi Tribe Cibola Water shall be deliv-
6 ered through the CAP system unless the CAP fixed
7 OM&R charges, the CAP pumping energy charges,
8 and other applicable charges associated with the de-
9 livery of that Navajo Nation Upper Basin Colorado
10 River Water, Navajo Nation Cibola Water, Navajo
11 Nation Fourth Priority Water, Hopi Tribe Upper
12 Basin Colorado River Water, or Hopi Tribe Cibola
13 Water, as applicable, have been paid in advance.

14 (5) CALCULATION.—The charges for delivery of
15 Navajo Nation Upper Basin Colorado River Water,
16 Navajo Nation Cibola Water, Navajo Nation Fourth
17 Priority Water, Hopi Tribe Upper Basin Colorado
18 River Water, and Hopi Tribe Cibola Water delivered
19 through the CAP system pursuant to a lease shall
20 be calculated in accordance with the agreements be-
21 tween the United States and CAWCD governing the
22 use of the CAP system to transport water other
23 than CAP water.

24 **SEC. 8. IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.**

25 (a) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—

1 (1) PLANNING, DESIGN, AND CONSTRUCTION OF
2 THE IINÁ BÁ – PAA TUWAQAT’SI PIPELINE.—

3 (A) IN GENERAL.—The Secretary, acting
4 through the Commissioner of Reclamation, shall
5 plan, design, and construct the iiná bá – paa
6 tuwaqat’si pipeline.

7 (B) PROJECT CONSTRUCTION COM-
8 MITTEE.—As provided in subparagraph 12.1.4
9 of the Settlement Agreement, the Secretary
10 shall form a Project Construction Committee,
11 which shall include the Navajo Nation, the Hopi
12 Tribe, and the San Juan Southern Paiute
13 Tribe, for purposes of planning and designing
14 the iiná bá – paa tuwaqat’si pipeline to provide
15 water delivery to the Navajo Reservation, the
16 Hopi Reservation, and the San Juan Southern
17 Paiute Southern Area.

18 (C) DESIGN.—The iiná bá – paa
19 tuwaqat’si pipeline shall be substantially config-
20 ured as Alternative 5, Option B-100 described
21 in the report of the Bureau entitled “Navajo-
22 Hopi Value Planning Study—Arizona” and
23 dated October 2020.

24 (D) EXISTING COMPONENTS.—The iiná bá
25 – paa tuwaqat’si pipeline may include compo-

1 nents that have already been built or acquired
2 by the Navajo Nation or the Hopi Tribe as a
3 contribution by the Navajo Nation or the Hopi
4 Tribe towards the cost of planning, designing,
5 and constructing the pipeline.

6 (E) USE OF PIPELINE.—The iiná bá – paa
7 tuwaqat’si pipeline shall deliver potable water
8 for domestic, commercial, municipal, and indus-
9 trial Uses and be capable of delivering from
10 Lake Powell—

11 (i) up to 7,100 AFY of potable Colo-
12 rado River Water to the Navajo Nation for
13 Use in delivering up to 6,750 AFY to serve
14 Navajo communities and up to 350 AFY
15 to serve the San Juan Southern Paiute
16 Southern Area; and

17 (ii) up to 3,076 AFY of potable Colo-
18 rado River Water to the Hopi Tribe for
19 Use in delivering up to 3,076 AFY to serve
20 Hopi communities.

21 (F) COMMENCEMENT OF CONSTRU-
22 CTION.—Construction of the iiná bá – paa
23 tuwaqat’si pipeline shall commence after envi-
24 ronmental compliance, design, construction
25 phasing, cost estimating, and value engineering

1 have occurred and the phasing of construction
2 has been agreed by the Secretary, the Navajo
3 Nation, and the Hopi Tribe, with the Secretary
4 deciding on phasing if an agreement is not
5 reached.

6 (2) OWNERSHIP.—

7 (A) IN GENERAL.—The iiná bá – paa
8 tuwaqat’si pipeline shall be owned by the
9 United States during construction of the iiná bá
10 – paa tuwaqat’si pipeline.

11 (B) TRANSFER OF OWNERSHIP.—On sub-
12 stantial completion of all or a phase of the iiná
13 bá – paa tuwaqat’si pipeline, in accordance with
14 paragraph (3), the Secretary shall—

15 (i) transfer title to the applicable sec-
16 tion of the iiná bá – paa tuwaqat’si pipe-
17 line on the Navajo Reservation, except that
18 section that lies on the Navajo Reservation
19 between Moenkopi and the boundary of the
20 1882 Reservation, to the Navajo Nation;
21 and

22 (ii) transfer title to the applicable sec-
23 tion of the iiná bá – paa tuwaqat’si pipe-
24 line on the Hopi Reservation, and the sec-
25 tion of the iiná bá – paa tuwaqat’si pipe-

1 line that lies on the Navajo Reservation be-
2 tween Moenkopi and the boundary of the
3 1882 Reservation and the right-of-way for
4 that section of the iiná bá – paa tuwaqat’si
5 pipeline, to the Hopi Tribe.

6 (3) SUBSTANTIAL COMPLETION.—

7 (A) IN GENERAL.—The Secretary shall de-
8 termine that the iiná bá – paa tuwaqat’si pipe-
9 line or a phase of the iiná bá – paa tuwaqat’si
10 pipeline is substantially complete after consulta-
11 tion with the Navajo Nation and the Hopi
12 Tribe.

13 (B) SUBSTANTIAL COMPLETION DE-
14 SCRIBED.—Substantial completion of the iiná
15 bá – paa tuwaqat’si pipeline project or a phase
16 of the iiná bá – paa tuwaqat’si pipeline project
17 occurs when the infrastructure constructed is
18 capable of storing, diverting, treating, transmit-
19 ting, and distributing a supply of water as set
20 forth in the final project design described in
21 subsection (a)(1)(C).

22 (4) OPERATION.—

23 (A) PROJECT OPERATION COMMITTEE.—
24 The Secretary shall form a Project Operation

1 Committee, which shall include the Navajo Na-
2 tion and the Hopi Tribe—

3 (i) to develop a project operations
4 agreement to be executed by the Navajo
5 Nation, the Hopi Tribe, and the Secretary
6 prior to substantial completion of any
7 phase of the iiná bá – paa tuwaqat’si pipe-
8 line that will provide water to the Navajo
9 Nation and the Hopi Tribe; and

10 (ii) to describe all terms and condi-
11 tions necessary for long-term operations of
12 the iiná bá – paa tuwaqat’si pipeline, in-
13 cluding—

14 (I) distribution of water;

15 (II) responsibility for mainte-
16 nance of the iiná bá – paa tuwaqat’si
17 pipeline or section of the iiná bá – paa
18 tuwaqat’si pipeline;

19 (III) the allocation and payment
20 of annual OM&R costs of the iiná bá
21 – paa tuwaqat’si pipeline or section of
22 the iiná bá – paa tuwaqat’si pipeline
23 based on the proportionate uses and
24 ownership of the iiná bá – paa
25 tuwaqat’si pipeline; and

1 (IV) a right to sue in a district
2 court of the United States to enforce
3 the project operations agreement.

4 (B) NAVAJO TRIBE OPERATION.—The
5 Navajo Nation shall operate the section of the
6 iiná bá – paa tuwaqat’si pipeline that delivers
7 water to the Navajo communities, other than
8 Coal Mine Mesa, and that may deliver water
9 through the iiná bá – paa tuwaqat’si pipeline to
10 the San Juan Southern Paiute Tribe.

11 (C) HOPI TRIBE OPERATION.—The Hopi
12 Tribe shall operate the section of the iiná bá –
13 paa tuwaqat’si pipeline that delivers water to
14 Moenkopi, the 1882 Reservation, and the Nav-
15 ajo community of Coal Mine Mesa.

16 (b) TRIBAL EASEMENTS AND RIGHTS-OF-WAY.—

17 (1) IN GENERAL.—In partial consideration for
18 the funding provided under section 13, the Navajo
19 Nation, the Hopi Tribe, and the San Juan Southern
20 Paiute Tribe shall each timely consent to the grant
21 of rights-of-way as described in, and in accordance
22 with, subparagraphs 12.5.1, 12.5.2, and 12.5.3 of
23 the Settlement Agreement.

24 (2) LEGAL DEVICES.—With the consent of each
25 affected Tribe, the Secretary may enter into legal

1 devices, other than rights-of-way, such as construc-
 2 tion corridors, when operating within the jurisdiction
 3 of the Navajo Nation, Hopi Tribe, or San Juan
 4 Southern Paiute Tribe in furtherance of the plan-
 5 ning, design, and construction of the iiná bá – paa
 6 tuwaqat’si pipeline.

7 (3) AUTHORIZATION AND GRANTING OF
 8 RIGHTS-OF-WAY.—The Secretary shall grant the
 9 rights-of-way consented to by the Tribes under para-
 10 graph (1).

11 **SEC. 9. IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IMPLEMENTA-**
 12 **TION FUND ACCOUNT.**

13 (a) ESTABLISHMENT.—The Secretary shall establish
 14 a non-trust, interest-bearing account, to be known as the
 15 “iiná bá – paa tuwaqat’si pipeline Implementation Fund
 16 Account”, to be managed and distributed by the Sec-
 17 retary, for use by the Secretary in carrying out this Act.

18 (b) DEPOSITS.—The Secretary shall deposit in the
 19 iiná bá – paa tuwaqat’si pipeline Implementation Fund
 20 Account the amounts made available pursuant to section
 21 13(a)(1).

22 (c) USES.—The iiná bá – paa tuwaqat’si pipeline Im-
 23 plementation Fund Account shall be used by the Secretary
 24 to carry out section 8.

1 (d) INTEREST.—In addition the amounts deposited in
2 the iiná bá – paa tuwaqat’si pipeline Implementation
3 Fund Account under subsection (b), any investment earn-
4 ings, including interest credited to amounts unexpended
5 in the iiná bá – paa tuwaqat’si pipeline Implementation
6 Fund Account, are authorized to be appropriated to be
7 used in accordance with the uses described in subsection
8 (c).

9 **SEC. 10. NAVAJO NATION WATER SETTLEMENT TRUST**
10 **FUND.**

11 (a) ESTABLISHMENT.—The Secretary shall establish
12 a trust fund for the Navajo Nation, to be known as the
13 “Navajo Nation Water Settlement Trust Fund,” to be
14 managed, invested, and distributed by the Secretary and
15 to remain available until expended, withdrawn, or reverted
16 to the general fund of the Treasury, consisting of the
17 amounts deposited in the Navajo Nation Water Settlement
18 Trust Fund under subsection (c), together with any in-
19 vestment earnings, including interest, earned on those
20 amounts, for the purpose of carrying out this Act.

21 (b) ACCOUNTS.—The Secretary shall establish in the
22 Navajo Nation Water Settlement Trust Fund the fol-
23 lowing accounts:

24 (1) The Navajo Nation Water Projects Trust
25 Fund Account.

1 (2) The Navajo Nation OM&R Trust Fund Ac-
2 count.

3 (3) The Navajo Nation Agricultural Conserva-
4 tion Trust Fund Account.

5 (4) The Navajo Nation Renewable Energy
6 Trust Fund Account.

7 (5) The Navajo Nation Lower Basin Colorado
8 River Water Acquisition Trust Fund Account.

9 (c) DEPOSITS.—The Secretary shall deposit—

10 (1) in the Navajo Nation Water Projects Trust
11 Fund Account, the amounts made available pursuant
12 to subparagraph (A)(i) of section 13(b)(3);

13 (2) in the Navajo Nation OM&R Trust Fund
14 Account, the amounts made available pursuant to
15 subparagraph (A)(ii) of that section;

16 (3) in the Navajo Nation Agricultural Con-
17 servation Trust Fund Account, the amounts made
18 available pursuant to subparagraph (A)(iii) of that
19 section;

20 (4) in the Navajo Nation Renewable Energy
21 Trust Fund Account, the amounts made available
22 pursuant to subparagraph (A)(iv) of that section;
23 and

24 (5) in the Navajo Nation Lower Basin Colorado
25 River Water Acquisition Trust Fund Account, the

1 amounts made available pursuant to subparagraph
2 (A)(v) of that section.

3 (d) MANAGEMENT AND INTEREST.—

4 (1) MANAGEMENT.—On receipt and deposit of
5 the funds into the accounts in the Navajo Nation
6 Water Settlement Trust Fund Accounts pursuant to
7 subsection (c), the Secretary shall manage, invest,
8 and distribute all amounts in the Navajo Nation
9 Water Settlement Trust Fund in a manner that is
10 consistent with the investment authority of the Sec-
11 retary under—

12 (A) the first section of the Act of June 24,
13 1938 (25 U.S.C. 162a);

14 (B) the American Indian Trust Fund Man-
15 agement Reform Act of 1994 (25 U.S.C. 4001
16 et seq.); and

17 (C) this subsection.

18 (2) INVESTMENT EARNINGS.—In addition to
19 the deposits made to the Navajo Nation Water Set-
20 tlement Trust Fund under subsection (c), any in-
21 vestment earnings, including interest, credited to
22 amounts held in the Navajo Nation Water Settle-
23 ment Trust Fund are authorized to be appropriated
24 to be used in accordance with subsection (f).

25 (e) WITHDRAWALS.—

1 (1) AMERICAN INDIAN TRUST FUND MANAGE-
2 MENT REFORM ACT OF 1994.—

3 (A) IN GENERAL.—The Navajo Nation
4 may withdraw any portion of the amounts in
5 the Navajo Nation Water Settlement Trust
6 Fund on approval by the Secretary of a Tribal
7 management plan submitted by the Navajo Na-
8 tion in accordance with the American Indian
9 Trust Fund Management Reform Act of 1994
10 (25 U.S.C. 4001 et seq.).

11 (B) REQUIREMENTS.—In addition to the
12 requirements under the American Indian Trust
13 Fund Management Reform Act of 1994 (25
14 U.S.C. 4001 et seq.), the Tribal management
15 plan under this paragraph shall require that the
16 Navajo Nation spend all amounts withdrawn
17 from the Navajo Nation Water Settlement
18 Trust Fund, and any investment earnings ac-
19 crued through the investments under the Tribal
20 management plan, in accordance with this Act.

21 (C) ENFORCEMENT.—The Secretary may
22 carry out such judicial and administrative ac-
23 tions as the Secretary determines to be nec-
24 essary—

1 (i) to enforce a Tribal management
2 plan; and

3 (ii) to ensure that amounts withdrawn
4 from the Navajo Nation Water Settlement
5 Trust Fund by the Navajo Nation under
6 this paragraph are used in accordance with
7 this Act.

8 (2) EXPENDITURE PLAN.—

9 (A) IN GENERAL.—The Navajo Nation
10 may submit to the Secretary a request to with-
11 draw funds from the Navajo Nation Water Set-
12 tlement Trust Fund pursuant to an approved
13 expenditure plan.

14 (B) REQUIREMENTS.—To be eligible to
15 withdraw funds under an expenditure plan
16 under this paragraph, the Navajo Nation shall
17 submit to the Secretary for approval an expend-
18 iture plan for any portion of the Navajo Nation
19 Water Settlement Trust Fund that the Navajo
20 Nation elects to withdraw pursuant to this
21 paragraph, subject to the condition that the
22 funds shall be used for the purposes described
23 in this Act.

24 (C) INCLUSIONS.—An expenditure plan
25 under this paragraph shall include a description

1 of the manner and purpose for which the
2 amounts proposed to be withdrawn from the
3 Navajo Nation Water Settlement Trust Fund
4 Accounts will be used by the Navajo Nation in
5 accordance with subsection (f).

6 (D) APPROVAL.—On receipt of an expendi-
7 ture plan under this paragraph, the Secretary
8 shall approve the expenditure plan if the Sec-
9 retary determines that the expenditure plan—

10 (i) is reasonable; and

11 (ii) is consistent with, and will be used
12 for, the purposes of this Act.

13 (E) ENFORCEMENT.—The Secretary may
14 carry out such judicial and administrative ac-
15 tions as the Secretary determines to be nec-
16 essary to enforce an expenditure plan under
17 this paragraph to ensure that amounts dis-
18 bursed under this paragraph are used in ac-
19 cordance with this Act.

20 (f) USES.—Amounts from the Navajo Nation Water
21 Settlement Trust Fund shall be used by the Navajo Na-
22 tion for the following purposes:

23 (1) NAVAJO NATION WATER PROJECTS TRUST
24 FUND ACCOUNT.—Amounts in the Navajo Nation
25 Water Projects Trust Fund Account may only be

1 used for the purpose of environmental compliance,
2 planning, engineering activities, and construction of
3 projects designed to deliver potable water to commu-
4 nities, such as Leupp, Dilkon, Ganado, Black Mesa,
5 Sweetwater, Chinle, Lupton/Nahata Dziil Area,
6 Kayenta, and Oljato.

7 (2) NAVAJO NATION OM&R TRUST FUND AC-
8 COUNT.—Amounts in the Navajo Nation OM&R
9 Trust Fund Account may only be used to pay
10 OM&R costs of the Navajo Water projects described
11 in paragraph (1) and the iiná bá – paa tuwaqat’si
12 pipeline project.

13 (3) NAVAJO NATION AGRICULTURAL CONSERVA-
14 TION TRUST FUND ACCOUNT.—

15 (A) IN GENERAL.—Subject to subpara-
16 graph (B), amounts in the Navajo Nation Agri-
17 cultural Conservation Trust Fund Account may
18 only be used to pay the costs of improvements
19 to reduce water shortages on the historically ir-
20 rigated land of the Navajo Nation, including
21 sprinklers, drip or other efficient irrigation sys-
22 tems, land leveling, wells, pipelines, pumps and
23 storage, stream bank stabilization and restora-
24 tion, pasture seeding and management, fencing,
25 wind breaks, and alluvial wells.

1 (B) LIMITATION.—Not more than half of
2 the amounts in the Navajo Nation Agricultural
3 Conservation Trust Fund Account may be used
4 for replacement and development of livestock
5 wells and impoundments on the Navajo Res-
6 ervation and Navajo Trust Land.

7 (4) NAVAJO NATION RENEWABLE ENERGY
8 TRUST FUND ACCOUNT.—Amounts in the Navajo
9 Nation Renewable Energy Trust Fund Account may
10 only be used to pay the cost of planning, designing,
11 and constructing renewable energy facilities to sup-
12 port the costs of operating the Navajo Nation Water
13 projects and the iiná bá – paa tuwaqat’si pipeline.

14 (5) NAVAJO NATION LOWER BASIN COLORADO
15 RIVER WATER ACQUISITION TRUST FUND AC-
16 COUNT.—Amounts in the Navajo Nation Lower
17 Basin Colorado River Water Acquisition Trust Fund
18 Account may only be used to purchase land within
19 the State and associated Lower Basin Colorado
20 River Water Rights.

21 (g) LIABILITY.—The Secretary and the Secretary of
22 the Treasury shall not be liable for the expenditure or in-
23 vestment of any amounts withdrawn from the Navajo Na-
24 tion Water Settlement Trust Fund by the Navajo Nation
25 pursuant to subsection (e).

1 (h) TITLE TO INFRASTRUCTURE.—Title to, control
2 over, and operation of any project constructed using funds
3 from the Navajo Nation Water Settlement Trust Fund
4 shall remain in the Navajo Nation.

5 (i) ACCOUNT TRANSFERS.—If the activities described
6 in any of paragraphs (1) through (5) of subsection (f) are
7 complete and amounts remain in the applicable Trust
8 Fund Account described in those paragraphs, the Sec-
9 retary, at the request of the Navajo Nation, shall transfer
10 the remaining amounts to one of the other accounts within
11 the Navajo Nation Water Settlement Trust Fund.

12 (j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA
13 TUWAQAT’SI PIPELINE.—In its sole discretion, the Navajo
14 Nation may use amounts in the Navajo Nation Water Set-
15 tlement Trust Fund to supplement funds in the iiná bá
16 – paa tuwaqat’si pipeline Implementation Fund Account.

17 (k) ANNUAL REPORT.—The Navajo Nation shall sub-
18 mit to the Secretary an annual expenditure report describ-
19 ing accomplishments and amounts spent from use of with-
20 draws under a Tribal management plan approved under
21 paragraph (1) of subsection (e) or an expenditure plan ap-
22 proved under paragraph (2) of that subsection.

23 (l) NO PER CAPITA PAYMENTS.—No principal or in-
24 terest amount in any account established by this section

1 shall be distributed to any member of the Navajo Nation
2 on a per capita basis.

3 (m) EFFECT.—Nothing in this section entitles the
4 Navajo Nation to judicial review of a determination of the
5 Secretary relating to whether to approve a Tribal manage-
6 ment plan under paragraph (1) of subsection (e) or an
7 expenditure plan under paragraph (2) of that subsection,
8 except as provided under subchapter II of chapter 5, and
9 chapter 7, of title 5, United States Code (commonly known
10 as the “Administrative Procedure Act”).

11 **SEC. 11. HOPI TRIBE SETTLEMENT TRUST FUND.**

12 (a) ESTABLISHMENT.—The Secretary shall establish
13 a trust fund for the Hopi Tribe, to be known as the “Hopi
14 Tribe Water Settlement Trust Fund”, to be managed, in-
15 vested, and distributed by the Secretary and to remain
16 available until expended, withdrawn, or reverted to the
17 general fund of the Treasury, consisting of the amounts
18 deposited in the Hopi Tribe Water Settlement Trust Fund
19 under subsection (c), together with any investment earn-
20 ings, including interest, earned on those amounts, for the
21 purpose of carrying out this Act.

22 (b) ACCOUNTS.—The Secretary shall establish in the
23 Hopi Tribe Water Settlement Trust Fund the following
24 accounts:

1 (1) The Hopi Tribe Groundwater Projects
2 Trust Fund Account.

3 (2) The Hopi Tribe OM&R Trust Fund Ac-
4 count.

5 (3) The Hopi Tribe Agricultural Conservation
6 Trust Fund Account.

7 (4) The Hopi Tribe Lower Basin Colorado
8 River Water Acquisition Trust Fund Account.

9 (c) DEPOSITS.—The Secretary shall deposit—

10 (1) in the Hopi Tribe Groundwater Projects
11 Trust Fund Account, the amounts made available
12 pursuant to clause (i) of section 13(b)(3)(B);

13 (2) in the Hopi Tribe OM&R Trust Fund Ac-
14 count, the amounts made available pursuant to
15 clause (ii) of that section;

16 (3) in the Hopi Tribe Agricultural Conservation
17 Trust Fund Account, the amounts made available
18 pursuant to clause (iii) of that section; and

19 (4) in the Hopi Tribe Lower Basin Colorado
20 River Water Acquisition Trust Fund Account, the
21 amounts made available pursuant to clause (iv) of
22 that section.

23 (d) MANAGEMENT AND INTEREST.—

24 (1) MANAGEMENT.—On receipt and deposit of
25 the funds into the accounts in the Hopi Tribe Water

1 Settlement Trust Fund pursuant to subsection (c),
2 the Secretary shall manage, invest, and distribute all
3 amounts in the Trust Fund in a manner that is con-
4 sistent with the investment authority of the Sec-
5 retary under—

6 (A) the first section of the Act of June 24,
7 1938 (25 U.S.C. 162a);

8 (B) the American Indian Trust Fund Man-
9 agement Reform Act of 1994 (25 U.S.C. 4001
10 et seq.); and

11 (C) this subsection.

12 (2) INVESTMENT EARNINGS.—In addition to
13 the deposits made to the Hopi Tribe Water Settle-
14 ment Trust Fund under subsection (c), any invest-
15 ment earnings, including interest, credited to
16 amounts held in accounts of the Hopi Tribe Water
17 Settlement Trust Fund are authorized to be appro-
18 priated to be used in accordance with subsection (f).

19 (e) WITHDRAWALS.—

20 (1) AMERICAN INDIAN TRUST FUND MANAGE-
21 MENT REFORM ACT OF 1994.—

22 (A) IN GENERAL.—The Hopi Tribe may
23 withdraw any portion of the amounts in the
24 Hopi Tribe Water Settlement Trust Fund on
25 approval by the Secretary of a Tribal manage-

1 ment plan submitted by the Hopi Tribe in ac-
2 cordance with the American Indian Trust Fund
3 Management Reform Act of 1994 (25 U.S.C.
4 4001 et seq.).

5 (B) REQUIREMENTS.—In addition to the
6 requirements under the American Indian Trust
7 Fund Management Reform Act of 1994 (25
8 U.S.C. 4001 et seq.), the Tribal management
9 plan under this paragraph shall require that the
10 Hopi Tribe spend all amounts withdrawn from
11 the Hopi Tribe Water Settlement Trust Fund
12 Accounts, and any investment earnings accrued
13 through the investments under the Tribal man-
14 agement plan, in accordance with this Act.

15 (C) ENFORCEMENT.—The Secretary may
16 carry out such judicial and administrative ac-
17 tions as the Secretary determines to be nec-
18 essary—

19 (i) to enforce a Tribal management
20 plan; and

21 (ii) to ensure that amounts withdrawn
22 from the Hopi Tribe Water Settlement
23 Trust Fund by the Hopi Tribe under this
24 paragraph are used in accordance with this
25 Act.

1 (2) EXPENDITURE PLAN.—

2 (A) IN GENERAL.—The Hopi Tribe may
3 submit to the Secretary a request to withdraw
4 funds from the Hopi Tribe Water Settlement
5 Trust Fund pursuant to an approved expendi-
6 ture plan.

7 (B) REQUIREMENTS.—To be eligible to
8 withdraw funds under an expenditure plan
9 under this paragraph, the Hopi Tribe shall sub-
10 mit to the Secretary for approval an expendi-
11 ture plan for any portion of the Hopi Tribe
12 Water Settlement Trust Fund that the Hopi
13 Tribe elects to withdraw pursuant to this para-
14 graph, subject to the condition that the funds
15 shall be used for the purposes described in this
16 Act.

17 (C) INCLUSIONS.—An expenditure plan
18 under this paragraph shall include a description
19 of the manner and purpose for which the
20 amounts proposed to be withdrawn from the
21 Hopi Tribe Water Settlement Trust Fund Ac-
22 counts will be used by the Hopi Tribe in ac-
23 cordance with subsection (f).

24 (D) APPROVAL.—On receipt of an expendi-
25 ture plan under this paragraph, the Secretary

1 shall approve the expenditure plan if the Sec-
2 retary determines that the expenditure plan—

3 (i) is reasonable; and

4 (ii) is consistent with, and will be used
5 for, the purposes of this Act.

6 (E) ENFORCEMENT.—The Secretary may
7 carry out such judicial and administrative ac-
8 tions as the Secretary determines to be nec-
9 essary to enforce an expenditure plan under
10 this paragraph to ensure that amounts dis-
11 bursed under this paragraph are used in ac-
12 cordance with this Act.

13 (f) USES.—Amounts from the Hopi Tribe Water Set-
14 tlement Trust Fund shall be used by the Hopi Tribe for
15 the following purposes:

16 (1) THE HOPI TRIBE GROUNDWATER PROJECTS
17 TRUST FUND ACCOUNT.—Amounts in the Hopi
18 Tribe Groundwater Projects Trust Fund Account
19 may only be used for the purpose of environmental
20 compliance, planning, engineering and design activi-
21 ties, and construction to deliver water to Hopi com-
22 munities.

23 (2) THE HOPI TRIBE OM&R TRUST FUND AC-
24 COUNT.—Amounts in the Hopi Tribe OM&R Trust
25 Fund Account may only be used to pay the OM&R

1 costs of the Hopi Groundwater projects described in
2 paragraph (1) and the iiná bá – paa tuwaqat’si pipe-
3 line project.

4 (3) THE HOPI TRIBE AGRICULTURAL CON-
5 SERVATION TRUST FUND ACCOUNT.—Amounts in
6 the Hopi Tribe Agricultural Conservation Trust
7 Fund Account may only be used to pay the costs of
8 improvements to reduce water shortages on the his-
9 torically irrigated land and grazing land of the Hopi
10 Tribe, including sprinklers, drip or other efficient ir-
11 rigation systems, land leveling, wells, impoundments,
12 pipelines, pumps and storage, stream bank stabiliza-
13 tion and restoration, pasture seeding and manage-
14 ment, fencing, and wind breaks or alluvial wells, and
15 spring restoration, repair, replacement, and reloca-
16 tion of low technology structures to support Akchin
17 farming, flood-water farming, and other traditional
18 farming practices.

19 (4) THE HOPI TRIBE LOWER BASIN COLORADO
20 RIVER WATER ACQUISITION TRUST FUND AC-
21 COUNT.—Amounts in the Hopi Tribe Lower Basin
22 Colorado River Water Acquisition Trust Fund Ac-
23 count may only be used to purchase land within the
24 State and associated Lower Basin Colorado River
25 Water Rights.

1 (g) LIABILITY.—The Secretary and the Secretary of
2 the Treasury shall not be liable for the expenditure or in-
3 vestment of any amounts withdrawn from the Hopi Tribe
4 Water Settlement Trust Fund Accounts by the Hopi Tribe
5 pursuant to subsection (e).

6 (h) TITLE TO INFRASTRUCTURE.—Title to, control
7 over, and operation of any project constructed using funds
8 from the Hopi Tribe Water Settlement Trust Fund shall
9 remain in the Hopi Tribe.

10 (i) ACCOUNT TRANSFERS.—If the activities described
11 in any of paragraphs (1) through (4) of subsection (f) are
12 complete and amounts remain in the applicable Trust
13 Fund Account described in those paragraphs, the Sec-
14 retary, at the request of the Hopi Tribe, shall transfer
15 the remaining amounts to one of the other accounts within
16 the Hopi Tribe Water Settlement Trust Fund.

17 (j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA
18 TUWAQAT’SI PIPELINE.—In its sole discretion, the Hopi
19 Tribe may use amounts in the Hopi Tribe Water Settle-
20 ment Trust Fund to supplement funds in the iiná bá –
21 paa tuwaqat’si pipeline Implementation Fund Account.

22 (k) ANNUAL REPORT.—The Hopi Tribe shall submit
23 to the Secretary an annual expenditure report describing
24 accomplishments and amounts spent from use of with-
25 draws under a Tribal management plan under para-

1 graph (1) of subsection (e) or an expenditure plan under
2 paragraph (2) of that subsection.

3 (l) NO PER CAPITA PAYMENTS.—No principal or in-
4 terest amount in any account established by this section
5 shall be distributed to any member of the Hopi Tribe on
6 a per capita basis.

7 (m) EFFECT.—Nothing in this section entitles the
8 Hopi Tribe to judicial review of a determination of the
9 Secretary regarding whether to approve a Tribal manage-
10 ment plan under paragraph (1) of subsection (e) or an
11 expenditure plan under paragraph (2) of that subsection,
12 except as provided under subchapter II of chapter 5, and
13 chapter 7, of title 5, United States Code (commonly known
14 as the “Administrative Procedure Act”).

15 **SEC. 12. SAN JUAN SOUTHERN PAIUTE TRIBE WATER SET-**
16 **TLEMENT TRUST FUND.**

17 (a) ESTABLISHMENT.—The Secretary shall establish
18 a trust fund for the San Juan Southern Paiute Tribe, to
19 be known as the “San Juan Southern Paiute Tribe Water
20 Settlement Trust Fund”, to be managed, invested, and
21 distributed by the Secretary and to remain available until
22 expended, withdrawn, or reverted to the general fund of
23 the Treasury, consisting of the amounts deposited in the
24 Trust Fund Accounts under subsection (c), together with

1 any investment earnings, including interest, earned on
2 those amounts, for the purpose of carrying out this Act.

3 (b) ACCOUNTS.—The Secretary shall establish in the
4 San Juan Southern Paiute Tribe Water Settlement Trust
5 Fund the following accounts:

6 (1) The San Juan Southern Paiute Tribe
7 Groundwater Projects Trust Fund Account.

8 (2) The San Juan Southern Paiute Tribe Agri-
9 cultural Conservation Trust Fund Account.

10 (3) The San Juan Southern Paiute Tribe
11 OM&R Trust Fund Account.

12 (c) DEPOSITS.—The Secretary shall deposit—

13 (1) in the San Juan Southern Paiute Tribe
14 Groundwater Projects Trust Fund Account, the
15 amounts made available pursuant to clause (i) of
16 section 13(b)(3)(C);

17 (2) in the San Juan Southern Paiute Tribe Agri-
18 cultural Conservation Trust Fund Account, the
19 amounts made available pursuant to clause (iii) of
20 that section; and

21 (3) in the San Juan Southern Paiute Tribe
22 OM&R Trust Fund Account, the amounts made
23 available pursuant to clause (ii) of that section.

24 (d) MANAGEMENT AND INTEREST.—

1 (1) MANAGEMENT.—On receipt and deposit of
2 the funds into the accounts in the San Juan South-
3 ern Paiute Water Settlement Trust Fund pursuant
4 to subsection (c), the Secretary shall manage, invest,
5 and distribute all amounts in the San Juan South-
6 ern Paiute Trust Fund Accounts in a manner that
7 is consistent with the investment authority of the
8 Secretary under—

9 (A) the first section of the Act of June 24,
10 1938 (25 U.S.C. 162a);

11 (B) the American Indian Trust Fund Man-
12 agement Reform Act of 1994 (25 U.S.C. 4001
13 et seq.); and

14 (C) this subsection.

15 (2) INVESTMENT EARNINGS.—In addition to
16 the deposits made to the San Juan Southern Paiute
17 Tribe Water Settlement Trust Fund under sub-
18 section (c), any investment earnings, including inter-
19 est, credited to amounts held in accounts of the San
20 Juan Southern Paiute Tribe Water Settlement Trust
21 Fund are authorized to be appropriated to be used
22 in accordance with subsection (f).

23 (e) WITHDRAWALS.—

24 (1) AMERICAN INDIAN TRUST FUND MANAGE-
25 MENT REFORM ACT OF 1994.—

1 (A) IN GENERAL.—The San Juan South-
2 ern Paiute Tribe may withdraw any portion of
3 the amounts in the San Juan Southern Paiute
4 Tribe Water Settlement Trust Fund on ap-
5 proval by the Secretary of a Tribal management
6 plan submitted by the San Juan Southern Pai-
7 ute Tribe in accordance with the American In-
8 dian Trust Fund Management Reform Act of
9 1994 (25 U.S.C. 4001 et seq.).

10 (B) REQUIREMENTS.—In addition to the
11 requirements under the American Indian Trust
12 Fund Management Reform Act of 1994 (25
13 U.S.C. 4001 et seq.), the Tribal management
14 plan under this paragraph shall require that the
15 San Juan Southern Paiute Tribe spend all
16 amounts withdrawn from the San Juan South-
17 ern Paiute Tribe Water Settlement Trust Fund,
18 and any investment earnings accrued through
19 the investments under the Tribal management
20 plan, in accordance with this Act.

21 (C) ENFORCEMENT.—The Secretary may
22 carry out such judicial and administrative ac-
23 tions as the Secretary determines to be nec-
24 essary—

1 (i) to enforce a Tribal management
2 plan; and

3 (ii) to ensure that amounts withdrawn
4 from the San Juan Southern Paiute Tribe
5 Water Settlement Trust Fund by the San
6 Juan Southern Paiute Tribe under this
7 paragraph are used in accordance with this
8 Act.

9 (2) EXPENDITURE PLAN.—

10 (A) IN GENERAL.—The San Juan South-
11 ern Paiute Tribe may submit to the Secretary
12 a request to withdraw funds from the San Juan
13 Southern Paiute Tribe Water Settlement Trust
14 Fund pursuant to an approved expenditure
15 plan.

16 (B) REQUIREMENTS.—To be eligible to
17 withdraw funds under an expenditure plan
18 under this paragraph, the San Juan Southern
19 Paiute Tribe shall submit to the Secretary for
20 approval an expenditure plan for any portion of
21 the San Juan Southern Paiute Tribe Water
22 Settlement Trust Fund that the San Juan
23 Southern Paiute Tribe elects to withdraw pur-
24 suant to this paragraph, subject to the condi-

1 tion that the funds shall be used for the pur-
2 poses described in this Act.

3 (C) INCLUSIONS.—An expenditure plan
4 under this paragraph shall include a description
5 of the manner and purpose for which the
6 amounts proposed to be withdrawn from the
7 San Juan Southern Paiute Tribe Water Settle-
8 ment Trust Fund Accounts will be used by the
9 San Juan Southern Paiute Tribe in accordance
10 with subsection (f).

11 (D) APPROVAL.—On receipt of an expendi-
12 ture plan under this paragraph, the Secretary
13 shall approve the expenditure plan if the Sec-
14 retary determines that the expenditure plan—

15 (i) is reasonable; and

16 (ii) is consistent with, and will be used
17 for, the purposes of this Act.

18 (E) ENFORCEMENT.—The Secretary may
19 carry out such judicial and administrative ac-
20 tions as the Secretary determines to be nec-
21 essary to enforce an expenditure plan under
22 this paragraph to ensure that amounts dis-
23 bursed under this paragraph are used in ac-
24 cordance with this Act.

1 (f) USES.—Amounts from the San Juan Southern
2 Paiute Tribe Water Settlement Trust Fund shall be used
3 by the San Juan Southern Paiute Tribe for the following
4 purposes:

5 (1) THE SAN JUAN SOUTHERN PAIUTE TRIBE
6 GROUNDWATER PROJECTS TRUST FUND ACCOUNT.—
7 Amounts in the San Juan Southern Paiute Tribe
8 Groundwater Projects Trust Fund Account may only
9 be used to pay the cost of designing and con-
10 structing water projects, including Water treatment
11 facilities, pipelines, storage tanks, pumping stations,
12 pressure reducing valves, electrical transmission fa-
13 cilities, and the other appurtenant items, including
14 real property and easements necessary to deliver
15 water to the areas served.

16 (2) THE SAN JUAN SOUTHERN PAIUTE TRIBE
17 AGRICULTURAL CONSERVATION TRUST FUND AC-
18 COUNT.—

19 (A) IN GENERAL.—Subject to subpara-
20 graph (B), amounts in the San Juan Southern
21 Paiute Tribe Agricultural Conservation Trust
22 Fund Account may only be used to pay the
23 costs of improvements to reduce water short-
24 ages on the historically irrigated land of the
25 San Juan Southern Paiute Tribe, including

1 sprinklers, drip or other efficient irrigation sys-
2 tems, land leveling, wells, pipelines, pumps and
3 storage, stream bank stabilization and restora-
4 tion, pasture seeding and management, fencing,
5 wind breaks, and alluvial wells.

6 (B) LIMITATION.—Not more than half of
7 the amounts in the San Juan Southern Paiute
8 Tribe Agricultural Conservation Trust Fund
9 Account may be used for replacement and de-
10 velopment of livestock wells and impoundments
11 on San Juan Southern Paiute Land.

12 (3) THE SAN JUAN SOUTHERN PAIUTE TRIBE
13 OM&R TRUST FUND ACCOUNT.—Amounts in the San
14 Juan Southern Paiute Tribe OM&R Trust Fund Ac-
15 count may only be used to pay the OM&R costs of
16 the San Juan Southern Paiute Tribe Water projects
17 described in paragraph (1) and for the imputed
18 costs for delivery of water from the iiná bá – paa
19 tuwaqat’si pipeline.

20 (g) LIABILITY.—The Secretary and the Secretary of
21 the Treasury shall not be liable for the expenditure or in-
22 vestment of any amounts withdrawn from the San Juan
23 Southern Paiute Tribe Water Settlement Trust Fund Ac-
24 counts by the San Juan Southern Paiute Tribe pursuant
25 to subsection (e).

1 (h) TITLE TO INFRASTRUCTURE.—Title to, control
2 over, and operation of any project constructed using funds
3 from the San Juan Southern Paiute Tribe Water Settle-
4 ment Trust Fund shall remain in the San Juan Southern
5 Paiute Tribe.

6 (i) ACCOUNT TRANSFERS.—If the activities described
7 in any of paragraphs (1) through (3) of subsection (f) are
8 complete and amounts remain in the applicable Trust
9 Fund Account described in those paragraphs, the Sec-
10 retary, at the request of the San Juan Southern Paiute
11 Tribe, shall transfer the remaining amounts to one of the
12 other accounts within the San Juan Southern Paiute
13 Tribe Water Settlement Trust Fund.

14 (j) CONTRIBUTIONS TO THE IINÁ BÁ – PAA
15 TUWAQAT’SI PIPELINE.—In its sole discretion, the San
16 Juan Southern Paiute Tribe may use amounts in the San
17 Juan Southern Paiute Tribe Water Settlement Trust
18 Fund to supplement funds in the iiná bá – paa tuwaqat’si
19 pipeline Implementation Fund Account.

20 (k) ANNUAL REPORT.—The San Juan Southern Pai-
21 ute Tribe shall submit to the Secretary an annual expendi-
22 ture report describing accomplishments and amounts
23 spent from use of withdrawals under a Tribal management
24 plan submitted under paragraph (1) of subsection (e) or

1 an expenditure plan under paragraph (2) of that sub-
2 section.

3 (l) NO PER CAPITA PAYMENTS.—No principal or in-
4 terest amount in any account established by this section
5 shall be distributed to any member of the San Juan South-
6 ern Paiute Tribe on a per capita basis.

7 (m) EFFECT.—Nothing in this section entitles the
8 San Juan Southern Paiute Tribe to judicial review of a
9 determination of the Secretary regarding whether to ap-
10 prove a Tribal management plan under paragraph (1) of
11 subsection (e) or an expenditure plan under paragraph (2)
12 of that subsection, except as provided under subchapter
13 II of chapter 5, and chapter 7, of title 5, United States
14 Code (commonly known as the “Administrative Procedure
15 Act”).

16 **SEC. 13. FUNDING.**

17 (a) IINÁ BÁ – PAA TUWAQAT’SI PIPELINE IMPLE-
18 MENTATION FUND ACCOUNT.—

19 (1) MANDATORY APPROPRIATION.—Out of any
20 funds in the Treasury not otherwise appropriated,
21 the Secretary of the Treasury shall transfer to the
22 Secretary \$1,715,000,000 for deposit in the iiná bá
23 – paa tuwaqat’si pipeline Implementation Fund Ac-
24 count, to carry out the planning, engineering, de-
25 sign, environmental compliance, and construction of

1 the iiná bá – paa tuwaqat’si pipeline, to remain
2 available until expended, withdrawn, or reverted to
3 the general fund of the Treasury.

4 (2) AVAILABILITY.—

5 (A) IN GENERAL.—Except as provided in
6 subparagraph (B), amounts appropriated to
7 and deposited in the iiná bá – paa tuwaqat’si
8 pipeline Implementation Fund Account under
9 paragraph (1) shall not be available for expend-
10 iture until such time as the Secretarial findings
11 required by section 16(a) are made and pub-
12 lished.

13 (B) EXCEPTION.—Of the amounts made
14 available under paragraph (1), \$25,000,000
15 shall be made available before the Enforce-
16 ability Date for the Bureau to carry out envi-
17 ronmental compliance and preliminary design of
18 the iiná bá – paa tuwaqat’si pipeline, subject to
19 the following:

20 (i) The revision of the Settlement
21 Agreement and exhibits to conform to this
22 Act.

23 (ii) Execution by all of the required
24 settlement parties, including the United
25 States, to the conformed Settlement Agree-

1 ment and exhibits, including the waivers
2 and releases of claims under section 14.

3 (3) ADDITIONAL AUTHORIZATION.—In addition
4 to the amounts made available under paragraph (1),
5 there are authorized to be appropriated to the iiná
6 bá – paa tuwaqat’si pipeline Implementation Fund
7 Account such sums as are necessary to complete the
8 construction of the iiná bá – paa tuwaqat’si pipeline.

9 (b) NAVAJO NATION WATER SETTLEMENT TRUST
10 FUND, THE HOPI TRIBE WATER SETTLEMENT TRUST
11 FUND AND THE SAN JUAN SOUTHERN PAIUTE SETTLE-
12 MENT TRUST FUND.—

13 (1) MANDATORY APPROPRIATION.—Out of any
14 funds in the Treasury not otherwise appropriated,
15 the Secretary of the Treasury shall transfer to the
16 Secretary \$3,285,000,000, for deposit in the Navajo
17 Nation Water Settlement Trust Fund, the Hopi
18 Tribe Water Settlement Trust Fund, and the San
19 Juan Southern Paiute Settlement Trust Fund, in
20 accordance with paragraph (3), to remain available
21 until expended, withdrawn, or reverted to the gen-
22 eral fund of the Treasury.

23 (2) AVAILABILITY.—Amounts appropriated to
24 and deposited in the Navajo Nation Water Settle-
25 ment Trust Fund, the Hopi Tribe Water Settlement

1 Trust Fund, and the San Juan Southern Paiute
2 Water Settlement Trust Fund under paragraph (1)
3 shall not be available for expenditure until such time
4 as the Secretarial findings required by section 16(a)
5 are made and published.

6 (3) ALLOCATION.—The Secretary shall dis-
7 tribute and deposit the amounts made available
8 under paragraph (1) in accordance with the fol-
9 lowing:

10 (A) THE NAVAJO NATION WATER SETTLE-
11 MENT TRUST FUND.—The Secretary shall de-
12 posit in the Navajo Nation Water Settlement
13 Trust Fund \$2,746,700,000, to remain avail-
14 able until expended, withdrawn, or reverted to
15 the general fund of the Treasury and to be allo-
16 cated to the accounts of the Navajo Nation
17 Water Settlement Trust Fund in accordance
18 with the following:

19 (i) The Navajo Nation Water Projects
20 Trust Fund Account, \$2,369,200,000.

21 (ii) The Navajo Nation OM&R Trust
22 Fund Account, \$229,500,000.

23 (iii) The Navajo Nation Agricultural
24 Conservation Trust Fund Account,
25 \$80,000,000.

1 (iv) The Navajo Nation Renewable
2 Energy Trust Fund Account, \$40,000,000.

3 (v) The Navajo Nation Lower Basin
4 Colorado River Water Acquisition Trust
5 Fund Account, \$28,000,000.

6 (B) THE HOPI TRIBE WATER SETTLEMENT
7 TRUST FUND.—The Secretary shall deposit in
8 the Hopi Tribe Water Settlement Trust Fund
9 \$508,500,000, to remain available until ex-
10 pended, withdrawn, or reverted to the general
11 fund of the Treasury and to be allocated to the
12 accounts of the Hopi Tribe Water Settlement
13 Trust Fund in accordance with the following:

14 (i) The Hopi Tribe Groundwater
15 Projects Trust Fund Account,
16 \$390,000,000.

17 (ii) The Hopi Tribe OM&R Trust
18 Fund Account, \$87,000,000.

19 (iii) The Hopi Tribe Agricultural Con-
20 servation Trust Fund Account,
21 \$30,000,000.

22 (iv) The Hopi Tribe Lower Basin Col-
23 orado River Water Acquisition Trust Fund
24 Account, \$1,500,000.

1 (C) THE SAN JUAN SOUTHERN PAIUTE
2 WATER SETTLEMENT TRUST FUND.—The Sec-
3 retary shall deposit in the San Juan Southern
4 Paiute Water Settlement Trust Fund
5 \$29,800,000, to remain available until ex-
6 pended, withdrawn, or reverted to the general
7 fund of the Treasury and to be allocated to the
8 accounts of the San Juan Southern Paiute
9 Water Settlement Trust Fund in accordance
10 with the following:

11 (i) The San Juan Southern Paiute
12 Groundwater Project Trust Fund Account,
13 \$28,000,000.

14 (ii) The San Juan Southern Paiute
15 OM&R Trust Fund Account, \$1,500,000.

16 (iii) The San Juan Southern Paiute
17 Agricultural Conservation Trust Fund Ac-
18 count, \$300,000.

19 (c) INVESTMENTS.—The Secretary shall invest
20 amounts deposited in the iiná bá – paa tuwaqat’si pipeline
21 Implementation Fund Account under subsection (a) and
22 the Navajo Nation Water Settlement Trust Fund, Hopi
23 Tribe Water Settlement Trust Fund, and the San Juan
24 Southern Paiute Water Settlement Trust Fund under sub-
25 section (b) in accordance with—

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

2 (2) the first section of the Act of June 24,
3 1938 (25 U.S.C. 162a); and

4 (3) obligations of Federal corporations and
5 Federal Government-sponsored entities, the charter
6 documents of which provide that the obligations of
7 the entities are lawful investments for federally man-
8 aged funds.

9 (d) CREDITS TO ACCOUNTS.—

10 (1) IN GENERAL.—The interest on, and the
11 proceeds from, the sale or redemption of, any obliga-
12 tions held in the Navajo Nation Water Settlement
13 Trust Fund, the Hopi Tribe Water Settlement Trust
14 Fund, and the San Juan Southern Paiute Water
15 Settlement Trust Fund shall be credited to and form
16 a part of the applicable Trust Fund.

17 (2) USE OF TRUST FUNDS.—Amounts appro-
18 priated to and deposited in the Navajo Nation Water
19 Settlement Trust Fund, the Hopi Tribe Water Set-
20 tlement Trust Fund, and the San Juan Southern
21 Paiute Tribe Water Settlement Trust Fund may be
22 used as described in sections 10, 11, and 12 and
23 paragraph 12 of the Settlement Agreement.

24 (e) FLUCTUATION IN COSTS.—

1 (1) IMPLEMENTATION FUND ACCOUNT.—The
2 amounts appropriated and authorized to be appro-
3 priated under subsection (a) shall be—

4 (A) increased or decreased, as appropriate,
5 by such amounts as may be justified by reason
6 of ordinary fluctuations in costs occurring after
7 January 1, 2024, as indicated by the Bureau
8 Construction Cost Trends Index applicable to
9 the types of construction involved; and

10 (B) adjusted to address construction cost
11 changes necessary to account for unforeseen
12 market volatility that may not otherwise be cap-
13 tured by engineering cost indices as determined
14 by the Secretary, including repricing applicable
15 to the types of construction and current indus-
16 try standards involved.

17 (2) TRUST FUNDS.—The amounts appropriated
18 and authorized to be appropriated under subsection
19 (b) shall be—

20 (A) increased or decreased, as appropriate,
21 by such amounts as may be justified by reason
22 of ordinary fluctuations in costs occurring after
23 January 1, 2024, as indicated by the Bureau
24 Construction Cost Index—Composite Trend;
25 and

1 (B) adjusted to address construction cost
2 changes necessary to account for unforeseen
3 market volatility that may not otherwise be cap-
4 tured by engineering cost indices as determined
5 by the Secretary, including repricing applicable
6 to the types of construction and current indus-
7 try standards involved.

8 (3) REPETITION.—The adjustment process
9 under paragraphs (1) and (2) shall be repeated for
10 each subsequent amount appropriated until the
11 amount appropriated and authorized to be appro-
12 priated, as applicable, under subsections (a) and (b),
13 as adjusted, has been appropriated.

14 (4) PERIOD OF INDEXING.—

15 (A) IMPLEMENTATION FUND.—With re-
16 spect to the iiná bá – paa tuwaqat’si pipeline
17 Implementation Fund Account, the period of
18 adjustment under paragraph (1) for any incre-
19 ment of funding shall be annually until the iiná
20 bá – paa tuwaqat’si pipeline project is com-
21 pleted.

22 (B) TRUST FUNDS.—With respect to the
23 Navajo Nation Water Settlement Trust Fund,
24 the Hopi Tribe Water Settlement Trust Fund,
25 and the San Juan Southern Paiute Water Set-

1 tlement Trust Fund, the period of indexing ad-
2 justment under paragraph (2) for any incre-
3 ment of funding shall end on the date on which
4 the funds are deposited into the Trust Funds.

5 **SEC. 14. WAIVERS, RELEASES, AND RETENTION OF CLAIMS.**

6 (a) WAIVERS, RELEASES AND RETENTION OF
7 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
8 AND INJURY TO WATER BY THE NAVAJO NATION, ON BE-
9 HALF OF THE NAVAJO NATION AND THE MEMBERS OF
10 THE NAVAJO NATION (BUT NOT MEMBERS IN THE CA-
11 PACITY OF THE MEMBERS AS NAVAJO ALLOTTEES), AND
12 THE UNITED STATES, ACTING AS TRUSTEE FOR THE
13 NAVAJO NATION AND THE MEMBERS OF THE NAVAJO
14 NATION (BUT NOT MEMBERS IN THE CAPACITY OF THE
15 MEMBERS AS NAVAJO ALLOTTEES) AGAINST THE STATE
16 AND OTHERS.—

17 (1) IN GENERAL.—Except as provided in para-
18 graph (3), the Navajo Nation, on behalf of the Nav-
19 ajo Nation and the Members of the Navajo Nation
20 (but not Members in the capacity of the Members as
21 Navajo Allottees), and the United States, acting as
22 trustee for the Navajo Nation and the Members of
23 the Navajo Nation (but not Members in the capacity
24 of the Members as Navajo Allottees), as part of the
25 performance of the respective obligations of the Nav-

1 ajo Nation and the United States under the Settle-
2 ment Agreement and this Act, are authorized to exe-
3 cute a waiver and release of all claims against the
4 State (or any agency or political subdivision of the
5 State), the Hopi Tribe, the Hopi Allottees, the San
6 Juan Southern Paiute Tribe, and any other indi-
7 vidual, entity, corporation, or municipal corporation
8 under Federal, State, or other law for all of the fol-
9 lowing:

10 (A) Past, present, and future claims for
11 Water Rights, including rights to Colorado
12 River Water, for Navajo Land, arising from
13 time immemorial and, thereafter, forever.

14 (B) Past, present, and future claims for
15 Water Rights, including rights to Colorado
16 River Water, arising from time immemorial
17 and, thereafter, forever, that are based on the
18 aboriginal occupancy of land within the State
19 by the Navajo Nation, the predecessors of the
20 Navajo Nation, the Members of the Navajo Na-
21 tion, or predecessors of the Members of the
22 Navajo Nation.

23 (C) Past and present claims for Injury to
24 Water Rights, including injury to rights to Col-
25 orado River Water, for Navajo Land, arising

1 from time immemorial through the Enforce-
2 ability Date.

3 (D) Past, present, and future claims for
4 Injury to Water for Navajo Land, arising from
5 time immemorial and, thereafter, forever.

6 (E) Past, present, and future claims for
7 Injury to Water Rights, including injury to
8 rights to Colorado River Water, arising from
9 time immemorial and, thereafter, forever, that
10 are based on the aboriginal occupancy of land
11 within the State by the Navajo Nation, the
12 predecessors of the Navajo Nation, the Mem-
13 bers of the Navajo Nation, or predecessors of
14 the Members of the Navajo Nation.

15 (F) Claims for Injury to Water Rights, in-
16 cluding injury to rights to Colorado River
17 Water, arising after the Enforceability Date,
18 for Navajo Land, resulting from the diversion
19 or Use of water outside of Navajo Land in a
20 manner not in violation of the Settlement
21 Agreement or State law.

22 (G) Past, present, and future claims aris-
23 ing out of, or relating in any manner to, the ne-
24 gotiation, execution, or adoption of the Settle-
25 ment Agreement, any judgment or decree ap-

1 proving or incorporating the Settlement Agree-
2 ment, or this Act.

3 (2) FORM; EFFECTIVE DATE.—The waiver and
4 release of claims described in paragraph (1) shall—

5 (A) be in the form described in Exhibit
6 13.1 to the Settlement Agreement; and

7 (B) take effect on the Enforceability Date.

8 (3) RETENTION OF CLAIMS.—Notwithstanding
9 the waiver and release of claims described in para-
10 graph (1) and Exhibit 13.1 to the Settlement Agree-
11 ment, the Navajo Nation, acting on behalf of the
12 Navajo Nation and the Members of the Navajo Na-
13 tion (but not Members in the capacity of the Mem-
14 bers as Navajo Allottees), and the United States,
15 acting as trustee for the Navajo Nation and the
16 Members of the Navajo Nation (but not Members in
17 the capacity of the Members as Navajo Allottees),
18 shall retain any right—

19 (A) to assert claims for injuries to, and
20 seek enforcement of, the rights of the Navajo
21 Nation under the Settlement Agreement, wheth-
22 er those rights are generally stated or specifi-
23 cally described, or this Act, in any Federal or
24 State court of competent jurisdiction;

1 (B) to assert claims for injuries to, and
2 seek enforcement of, the rights of the Navajo
3 Nation under the LCR Decree and the Gila
4 River Adjudication Decree;

5 (C) to assert claims for Water Rights, for
6 land owned or acquired by the Navajo Nation
7 in fee, or held in trust by the United States for
8 the benefit of the Navajo Nation, in the LCR
9 Watershed pursuant to subparagraphs 4.11 and
10 4.12, of the Settlement Agreement, or in the
11 Gila River Basin pursuant to subparagraphs
12 4.14 and 4.15 of the Settlement Agreement;

13 (D) to object to any claims for Water
14 Rights by or for—

15 (i) any Indian Tribe other than the
16 Hopi Tribe, the San Juan Southern Paiute
17 Tribe, and the Zuni Tribe; or

18 (ii) the United States acting on behalf
19 of any Indian Tribe, other than the Hopi
20 Tribe, the San Juan Southern Paiute
21 Tribe, and the Zuni Tribe; and

22 (E) to assert past, present, or future
23 claims for Injury to Water Rights—

1 (i) against any Indian Tribe other
2 than the Hopi Tribe, the San Juan South-
3 ern Paiute Tribe, and the Zuni Tribe; or
4 (ii) the United States acting on behalf
5 of any Indian Tribe, other than the Hopi
6 Tribe, the San Juan Southern Paiute
7 Tribe, and the Zuni Tribe.

8 (b) WAIVERS, RELEASES AND RETENTION OF
9 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
10 AND INJURY TO WATER BY THE UNITED STATES, ACTING
11 AS TRUSTEE FOR THE NAVAJO ALLOTTEES AGAINST THE
12 STATE AND OTHERS.—

13 (1) IN GENERAL.—Except as provided in para-
14 graph (3), the United States, acting as trustee for
15 the Navajo Allottees, as part of the performance of
16 the obligations of the United States under the Set-
17 tlement Agreement and this Act, is authorized to
18 execute a waiver and release of all claims against the
19 State (or any agency or political subdivision of the
20 State), the Navajo Nation, the Hopi Tribe, the Hopi
21 Allottees, and the San Juan Southern Paiute Tribe,
22 and any other individual, entity, corporation, or mu-
23 nicipal corporation under Federal, State, or other
24 law, for all of the following:

1 (A) Past, present, and future claims for
2 Water Rights, including rights to Colorado
3 River Water, for Navajo Allotments, arising
4 from time immemorial and, thereafter, forever.

5 (B) Past, present, and future claims for
6 Water Rights, including rights to Colorado
7 River Water, arising from time immemorial
8 and, thereafter, forever, that are based on the
9 aboriginal occupancy of land within the State
10 by the Navajo Allottees or predecessors of the
11 Navajo Allottees.

12 (C) Past and present claims for Injury to
13 Water Rights, including injury to rights to Col-
14 orado River Water, for Navajo Allotments, aris-
15 ing from time immemorial through the Enforce-
16 ability Date.

17 (D) Past, present, and future claims for
18 Injury to Water for Navajo Allotments, arising
19 from time immemorial and, thereafter, forever.

20 (E) Past, present, and future claims for
21 Injury to Water Rights, including injury to
22 rights to Colorado River Water, arising from
23 time immemorial and, thereafter, forever, that
24 are based on the aboriginal occupancy of land

1 within the State by Navajo Allottees or prede-
2 cessors of the Navajo Allottees.

3 (F) Claims for Injury to Water Rights, in-
4 cluding injury to rights to Colorado River
5 Water, arising after the Enforceability Date,
6 for the Navajo Allotments, resulting from the
7 diversion or Use of water outside of Navajo Al-
8 lotments in a manner not in violation of the
9 Settlement Agreement or State law.

10 (G) Past, present, and future claims aris-
11 ing out of, or relating in any manner to, the ne-
12 gotiation, execution, or adoption of the Settle-
13 ment Agreement, any judgment or decree ap-
14 proving or incorporating the Settlement Agree-
15 ment, or this Act.

16 (2) FORM; EFFECTIVE DATE.—The waiver and
17 release of claims under paragraph (1) shall—

18 (A) be in the form described in Exhibit
19 13.2 to the Settlement Agreement; and

20 (B) take effect on the Enforceability Date.

21 (3) RETENTION OF CLAIMS.—Notwithstanding
22 the waiver and release of claims described in para-
23 graph (1), the United States, acting as trustee for
24 the Navajo Allottees, shall retain any right—

1 (A) to assert claims for injuries to, and
2 seek enforcement of, the rights of the Navajo
3 Allottees under the Settlement Agreement,
4 whether those rights are generally stated or
5 specifically described, or this Act, in any Fed-
6 eral or State court of competent jurisdiction;

7 (B) to assert claims for injuries to, and
8 seek enforcement of, the rights of the Navajo
9 Allottees under the LCR Decree;

10 (C) to object to any claims for Water
11 Rights by or for—

12 (i) any Indian Tribe other than the
13 Navajo Nation, the Hopi Tribe, the San
14 Juan Southern Paiute Tribe, and the Zuni
15 Tribe; or

16 (ii) the United States acting on behalf
17 of any Indian Tribe other than the Navajo
18 Nation, the Hopi Tribe, the San Juan
19 Southern Paiute Tribe, and the Zuni
20 Tribe; and

21 (D) to assert past, present, or future
22 claims for Injury to Water Rights against—

23 (i) any Indian Tribe other than the
24 Navajo Nation, the Hopi Tribe, the San

1 Juan Southern Paiute Tribe, and the Zuni
2 Tribe; or

3 (ii) the United States acting on behalf
4 of any Indian Tribe other than the Navajo
5 Nation, the Hopi Tribe, the San Juan
6 Southern Paiute Tribe, and the Zuni
7 Tribe.

8 (c) WAIVERS, RELEASES AND RETENTION OF
9 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
10 AND INJURY TO WATER BY THE NAVAJO NATION, ON BE-
11 HALF OF THE NAVAJO NATION AND THE MEMBERS OF
12 THE NAVAJO NATION (BUT NOT MEMBERS IN THE CA-
13 PACITY OF THE MEMBERS AS NAVAJO ALLOTTEES),
14 AGAINST THE UNITED STATES.—

15 (1) IN GENERAL.—Except as provided in para-
16 graph (3), the Navajo Nation, acting on behalf of
17 the Navajo Nation and the Members of the Navajo
18 Nation (but not Members in the capacity of the
19 Members as Navajo Allottees), as part of the per-
20 formance of the obligations of the Navajo Nation
21 under the Settlement Agreement and this Act, is au-
22 thorized to execute a waiver and release of all claims
23 against the United States, including agencies, offi-
24 cials, and employees of the United States, under
25 Federal, State, or other law for all of the following:

1 (A) Past, present, and future claims for
2 Water Rights, including rights to Colorado
3 River Water, for Navajo Land arising from
4 time immemorial and, thereafter, forever.

5 (B) Past, present, and future claims for
6 Water Rights, including rights to Colorado
7 River Water, arising from time immemorial
8 and, thereafter, forever, that are based on the
9 aboriginal occupancy of land within the State
10 by the Navajo Nation, the predecessors of the
11 Navajo Nation, the Members of the Navajo Na-
12 tion, or predecessors of the Members of the
13 Navajo Nation.

14 (C) Claims for Water Rights within the
15 State that the United States, acting as trustee
16 for the Navajo Nation and Navajo Allottees, as-
17 serted or could have asserted in any proceeding,
18 except to the extent that such rights are recog-
19 nized as part of the Navajo Nation's Water
20 Rights under this Act.

21 (D) Past and present claims for Injury to
22 Water Rights, including injury to rights to Col-
23 orado River Water, for Navajo Land, arising
24 from time immemorial through the Enforce-
25 ability Date.

1 (E) Past, present, and future claims for
2 Injury to Water for Navajo Land, arising from
3 time immemorial and, thereafter, forever.

4 (F) Past, present, and future claims for
5 Injury to Water Rights, including injury to
6 rights to Colorado River Water, arising from
7 time immemorial and, thereafter, forever, that
8 are based on the aboriginal occupancy of land
9 within the State by the Navajo Nation, the
10 predecessors of the Navajo Nation, the Mem-
11 bers of the Navajo Nation, or predecessors of
12 the Members of the Navajo Nation.

13 (G) Claims for Injury to Water Rights, in-
14 cluding injury to rights to Colorado River
15 Water, arising after the Enforceability Date for
16 Navajo Land, resulting from the diversion or
17 Use of water outside of Navajo Land in a man-
18 ner not in violation of the Settlement Agree-
19 ment or State law.

20 (H) Past, present, and future claims aris-
21 ing out of, or relating in any manner to, the ne-
22 gotiation, execution, or adoption of the Settle-
23 ment Agreement, any judgment or decree ap-
24 proving or incorporating the Settlement Agree-
25 ment, or this Act.

1 (I) Past, present, and future claims arising
2 out of, or relating in any manner to, United
3 States Geological Survey monitoring and re-
4 porting activities described in paragraph 7.0 of
5 the Settlement Agreement.

6 (J) Past, present, and future claims aris-
7 ing from time immemorial and, thereafter, for-
8 ever, relating in any manner to Injury to Water
9 or Injury to Water Rights based on the provi-
10 sions of paragraphs 8.0 and 9.0 of the Settle-
11 ment Agreement.

12 (K) Past and present claims for foregone
13 benefits from non-Navajo Use of water, on and
14 off Navajo Land (including water from all
15 sources and for all Uses), within the State aris-
16 ing before the Enforceability Date.

17 (L) Past and present claims for damage,
18 loss, or injury to land or natural resources due
19 to loss of water or Water Rights, including
20 damages, losses, or injuries to hunting, fishing,
21 gathering, or cultural rights due to loss of
22 water or Water Rights, claims relating to inter-
23 ference with, diversion of, or taking of water, or
24 claims relating to a failure to protect, acquire,
25 replace, or develop water, Water Rights, or

1 water infrastructure, within the State, arising
2 before the Enforceability Date.

3 (M) Past and present claims arising before
4 the Enforceability Date from a failure to pro-
5 vide for operation, maintenance, or deferred
6 maintenance for any irrigation system or irriga-
7 tion project on Navajo Land.

8 (N) Past and present claims arising before
9 the Enforceability Date from a failure to estab-
10 lish or provide a municipal, rural, or industrial
11 water delivery system on Navajo Land.

12 (O) Past and present claims for damage,
13 loss, or injury to land or natural resources due
14 to construction, operation, and management of
15 irrigation projects on Navajo Land, including
16 damages, losses, or injuries to fish habitat,
17 wildlife, and wildlife habitat, within the State
18 arising before the Enforceability Date.

19 (P) Past and present claims arising before
20 the Enforceability Date from a failure to pro-
21 vide a dam safety improvement to a dam on
22 Navajo Land within the State.

23 (2) FORM; EFFECTIVE DATE.—The waiver and
24 release of claims described in paragraph (1) shall—

1 (A) be in the form described in Exhibit
2 13.3 to the Settlement Agreement; and

3 (B) take effect on the Enforceability Date.

4 (3) RETENTION OF CLAIMS.—Notwithstanding
5 the waiver and release of claims described in para-
6 graph (1) and Exhibit 13.3 to the Settlement Agree-
7 ment, the Navajo Nation and the Members of the
8 Navajo Nation (but not Members in the capacity of
9 the Members as Allottees) shall retain any right—

10 (A) to assert claims for injuries to, and
11 seek enforcement of, the rights of the Navajo
12 Nation under the Settlement Agreement, wheth-
13 er those rights are generally stated or specifi-
14 cally described, or this Act, in any Federal or
15 State court of competent jurisdiction;

16 (B) to assert claims for injuries to, and
17 seek enforcement of, the rights of the Navajo
18 Nation under the LCR Decree and the Gila
19 River Adjudication Decree;

20 (C) to assert claims for Water Rights for
21 land owned or acquired by the Navajo Nation
22 in fee in the LCR Watershed pursuant to sub-
23 paragraphs 4.11 and 4.12 of the Settlement
24 Agreement, or in the Gila River Basin pursuant

1 to subparagraphs 4.14 and 4.15 of the Settle-
2 ment Agreement;

3 (D) to object to any claims for Water
4 Rights by or for—

5 (i) any Indian Tribe other than the
6 Hopi Tribe, the San Juan Southern Paiute
7 Tribe, and the Zuni Tribe; or

8 (ii) the United States acting on behalf
9 of any Indian Tribe other than the Hopi
10 Tribe, the San Juan Southern Paiute
11 Tribe, and the Zuni Tribe; and

12 (E) to assert past, present, or future
13 claims for Injury to Water Rights against—

14 (i) any Indian Tribe other than the
15 Hopi Tribe, the San Juan Southern Paiute
16 Tribe, and the Zuni Tribe; or

17 (ii) the United States acting on behalf
18 of any Indian Tribe other than the Hopi
19 Tribe, the San Juan Southern Paiute
20 Tribe, and the Zuni Tribe.

21 (d) WAIVERS, RELEASES AND RETENTION OF
22 CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EX-
23 CEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN
24 THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN

1 JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE NAVAJO
2 NATION AND THE MEMBERS OF THE NAVAJO NATION.—

3 (1) IN GENERAL.—Except as provided in para-
4 graph (3), the United States, in all capacities (ex-
5 cept as trustee for an Indian Tribe other than the
6 Navajo Nation, the Hopi Tribe, and the San Juan
7 Southern Paiute Tribe), as part of the performance
8 of the obligations of the United States under the
9 Settlement Agreement and this Act, is authorized to
10 execute a waiver and release of all claims against the
11 Navajo Nation, the Members of the Navajo Nation,
12 or any agency, official, or employee of the Navajo
13 Nation, under Federal, State, or any other law for
14 all of the following:

15 (A) Past and present claims for Injury to
16 Water Rights, including injury to rights to Col-
17 orado River Water, resulting from the diversion
18 or Use of water on Navajo Land, arising from
19 time immemorial through the Enforceability
20 Date.

21 (B) Claims for Injury to Water Rights, in-
22 cluding injury to rights to Colorado River
23 Water, arising after the Enforceability Date, re-
24 sulting from the diversion or Use of water on

1 Navajo Land in a manner that is not in viola-
2 tion of this Agreement or State law.

3 (C) Past, present, and future claims aris-
4 ing out of, or related in any manner to, the ne-
5 gotiation, execution, or adoption of the Settle-
6 ment Agreement, any judgment or decree ap-
7 proving or incorporating the Settlement Agree-
8 ment, or this Act.

9 (2) FORM; EFFECTIVE DATE.—The waiver and
10 release of claims under paragraph (1) shall—

11 (A) be in the form described in Exhibit
12 13.4 to the Settlement Agreement; and

13 (B) take effect on the Enforceability Date.

14 (3) RETENTION OF CLAIMS.—Notwithstanding
15 the waiver and release of claims described in para-
16 graph (1) and Exhibit 13.4 to the Settlement Agree-
17 ment, the United States shall retain any right to as-
18 sert any claim not expressly waived in accordance
19 with that paragraph and that Exhibit, in any Fed-
20 eral or State court of competent jurisdiction.

21 (e) WAIVERS, RELEASES AND RETENTION OF
22 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
23 AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF
24 OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI
25 TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE

1 MEMBERS AS HOPI ALLOTTEES), AND THE UNITED
2 STATES, ACTING AS TRUSTEE FOR THE HOPI TRIBE AND
3 THE MEMBERS OF THE HOPI TRIBE (BUT NOT MEMBERS
4 IN THE CAPACITY OF THE MEMBERS AS HOPI
5 ALLOTTEES) AGAINST THE STATE AND OTHERS.—

6 (1) IN GENERAL.—Except as provided in para-
7 graph (3), the Hopi Tribe, on behalf of the Hopi
8 Tribe and the Members of the Hopi Tribe (but not
9 Members in the capacity of the Members as Hopi
10 Allottees), and the United States, acting as trustee
11 for the Hopi Tribe and the Members of the Hopi
12 Tribe (but not Members in the capacity of the Mem-
13 bers as Hopi Allottees), as part of the performance
14 of the respective obligations of the Hopi Tribe and
15 the United States under the Settlement Agreement
16 and this Act, are authorized to execute a waiver and
17 release of all claims against the State (or any agency
18 or political subdivision of the State), the Navajo Na-
19 tion, the Navajo Allottees, the San Juan Southern
20 Paiute Tribe, and any other individual, entity, cor-
21 poration, or municipal corporation under Federal,
22 State, or other law for all of the following:

23 (A) Past, present, and future claims for
24 Water Rights, including rights to Colorado

1 River Water, for Hopi Land, arising from time
2 immemorial and, thereafter, forever.

3 (B) Past, present, and future claims for
4 Water Rights, including rights to Colorado
5 River Water, arising from time immemorial
6 and, thereafter, forever, that are based on the
7 aboriginal occupancy of land within the State
8 by the Hopi Tribe, the predecessors of the Hopi
9 Tribe, the Members of the Hopi Tribe, or pred-
10 ecessors of the Members of the Hopi Tribe.

11 (C) Past and present claims for Injury to
12 Water Rights, including injury to rights to Col-
13 orado River Water, for Hopi Land, arising from
14 time immemorial through the Enforceability
15 Date.

16 (D) Past, present, and future claims for
17 Injury to Water for Hopi Land, arising from
18 time immemorial and, thereafter, forever.

19 (E) Past, present, and future claims for
20 Injury to Water Rights, including injury to
21 rights to Colorado River Water, arising from
22 time immemorial and, thereafter, forever, that
23 are based on the aboriginal occupancy of land
24 within the State by the Hopi Tribe, the prede-
25 cessors of the Hopi Tribe, the Members of the

1 Hopi Tribe, or predecessors of the Members of
2 the Hopi Tribe.

3 (F) Claims for Injury to Water Rights, in-
4 cluding injury to rights to Colorado River
5 Water, arising after the Enforceability Date,
6 for Hopi Land, resulting from the diversion or
7 Use of water outside of Hopi Land in a manner
8 not in violation of the Settlement Agreement or
9 State law.

10 (G) Past, present, and future claims aris-
11 ing out of, or relating in any manner to, the ne-
12 gotiation, execution, or adoption of the Settle-
13 ment Agreement, any judgment or decree ap-
14 proving or incorporating the Settlement Agree-
15 ment, or this Act.

16 (2) FORM; EFFECTIVE DATE.—The waiver and
17 release of claims described in paragraph (1) shall—

18 (A) be in the form described in Exhibit
19 13.6 to the Settlement Agreement; and

20 (B) take effect on the Enforceability Date.

21 (3) RETENTION OF CLAIMS.—Notwithstanding
22 the waiver and release of claims described in para-
23 graph (1) and Exhibit 13.6 to the Settlement Agree-
24 ment, the Hopi Tribe, acting on behalf of the Hopi
25 Tribe and the Members of the Hopi Tribe (but not

1 Members in the capacity of the Members as Hopi
2 Allottees), and the United States, acting as trustee
3 for the Hopi Tribe and the Members of the Hopi
4 Tribe (but not Members in the capacity of the Mem-
5 bers as Hopi Allottees), shall retain any right—

6 (A) to assert claims for injuries to, and
7 seek enforcement of, the rights of the Hopi
8 Tribe under the Settlement Agreement, whether
9 those rights are generally stated or specifically
10 described, or this Act, in any Federal or State
11 court of competent jurisdiction;

12 (B) to assert claims for injuries to, and
13 seek enforcement of, the rights of the Hopi
14 Tribe under the LCR Decree;

15 (C) to assert claims for Water Rights for
16 land owned or acquired by the Hopi Tribe in
17 fee, or held in trust by the United States for
18 the benefit of the Hopi Tribe, in the LCR Wa-
19 tershed pursuant to subparagraphs 5.10 and
20 5.11 of the Settlement Agreement;

21 (D) to object to any claims for Water
22 Rights by or for—

23 (i) any Indian Tribe other than the
24 Navajo Nation, the San Juan Southern
25 Paiute Tribe, and the Zuni Tribe; or

1 (ii) the United States acting on behalf
2 of any Indian Tribe, other than the Navajo
3 Nation, the San Juan Southern Paiute
4 Tribe, and the Zuni Tribe; and

5 (E) to assert past, present, or future
6 claims for Injury to Water Rights against—

7 (i) any Indian Tribe other than the
8 Navajo Nation, the San Juan Southern
9 Paiute Tribe, and the Zuni Tribe; or

10 (ii) the United States acting on behalf
11 of any Indian Tribe, other than the Navajo
12 Nation, the San Juan Southern Paiute
13 Tribe, and the Zuni Tribe.

14 (f) WAIVERS, RELEASES AND RETENTION OF CLAIMS
15 FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND
16 INJURY TO WATER BY THE UNITED STATES, ACTING AS
17 TRUSTEE FOR THE HOPI ALLOTTEES AGAINST THE
18 STATE AND OTHERS.—

19 (1) IN GENERAL.—Except as provided in para-
20 graph (3), the United States, acting as trustee for
21 the Hopi Allottees, as part of the performance of the
22 obligations of the United States under the Settle-
23 ment Agreement and this Act, is authorized to exe-
24 cute a waiver and release of all claims against the
25 State (or any agency or political subdivision of the

1 State), the Hopi Tribe, the Navajo Nation, the Nav-
2 ajo Allottees, and the San Juan Southern Paiute
3 Tribe, and any other individual, entity, corporation,
4 or municipal corporation under Federal, State, or
5 other law, for all of the following:

6 (A) Past, present, and future claims for
7 Water Rights, including rights to Colorado
8 River Water, for Hopi Allotments, arising from
9 time immemorial, and, thereafter, forever.

10 (B) Past, present, and future claims for
11 Water Rights, including rights to Colorado
12 River Water, arising from time immemorial
13 and, thereafter, forever, that are based on the
14 aboriginal occupancy of land within the State
15 by the Hopi Allottees or predecessors of the
16 Hopi Allottees.

17 (C) Past and present claims for Injury to
18 Water Rights, including injury to rights to Col-
19 orado River Water, for Hopi Allotments, arising
20 from time immemorial through the Enforce-
21 ability Date.

22 (D) Past, present, and future claims for
23 Injury to Water for Hopi Allotments, arising
24 from time immemorial and, thereafter, forever.

1 (E) Past, present, and future claims for
2 Injury to Water Rights, including injury to
3 rights to Colorado River Water, arising from
4 time immemorial and, thereafter, forever, that
5 are based on the aboriginal occupancy of land
6 within the State by Hopi Allottees or prede-
7 cessors of the Hopi Allottees.

8 (F) Claims for Injury to Water Rights, in-
9 cluding injury to rights to Colorado River
10 Water, arising after the Enforceability Date,
11 for the Hopi Allotments, resulting from the di-
12 version or Use of water outside of the Hopi Al-
13 lotments in a manner not in violation of the
14 Settlement Agreement or State law.

15 (G) Past, present, and future claims aris-
16 ing out of, or relating in any manner to, the ne-
17 gotiation, execution, or adoption of the Settle-
18 ment Agreement, any judgment or decree ap-
19 proving or incorporating the Settlement Agree-
20 ment, or this Act.

21 (2) FORM; EFFECTIVE DATE.—The waiver and
22 release of claims under paragraph (1) shall—

23 (A) be in the form described in Exhibit
24 13.7 of the Settlement Agreement; and

25 (B) take effect on the Enforceability Date.

1 (3) RETENTION OF CLAIMS.—Notwithstanding
2 the waiver and release of claims described in para-
3 graph (1) and Exhibit 13.7 of the Settlement Agree-
4 ment, the United States acting as trustee for the
5 Hopi Allottees, shall retain any right—

6 (A) to assert claims for injuries to, and
7 seek enforcement of, the rights of the Hopi
8 Allottees under the Settlement Agreement,
9 whether those rights are generally stated or
10 specifically described, or this Act, in any Fed-
11 eral or State court of competent jurisdiction;

12 (B) to assert claims for injuries to, and
13 seek enforcement of, the rights of the Hopi
14 Allottees under the LCR Decree;

15 (C) to object to any claims for Water
16 Rights by or for—

17 (i) any Indian Tribe other than the
18 Hopi Tribe, the Navajo Nation, the San
19 Juan Southern Paiute Tribe, and the Zuni
20 Tribe; or

21 (ii) the United States acting on behalf
22 of any Indian Tribe other than the Hopi
23 Tribe, the Navajo Nation, the San Juan
24 Southern Paiute Tribe, and the Zuni
25 Tribe; and

1 (D) to assert past, present, or future
2 claims for Injury to Water Rights against—

3 (i) any Indian Tribe other than the
4 Hopi Tribe, the Navajo Nation, the San
5 Juan Southern Paiute Tribe, and the Zuni
6 Tribe; or

7 (ii) the United States acting on behalf
8 of any Indian Tribe other than the Hopi
9 Tribe, the Navajo Nation, the San Juan
10 Southern Paiute Tribe, and the Zuni
11 Tribe.

12 (g) WAIVERS, RELEASES AND RETENTION OF
13 CLAIMS FOR WATER RIGHTS, INJURY TO WATER RIGHTS,
14 AND INJURY TO WATER BY THE HOPI TRIBE, ON BEHALF
15 OF THE HOPI TRIBE AND THE MEMBERS OF THE HOPI
16 TRIBE (BUT NOT MEMBERS IN THE CAPACITY OF THE
17 MEMBERS AS HOPI ALLOTTEES), AGAINST THE UNITED
18 STATES.—

19 (1) IN GENERAL.—Except as provided in para-
20 graph (3), the Hopi Tribe, acting on behalf of the
21 Hopi Tribe and the Members of the Hopi Tribe (but
22 not Members in the capacity of the Members as
23 Hopi Allottees), as part of the performance of the
24 obligations of the Hopi Tribe under the Settlement
25 Agreement and this Act, is authorized to execute a

1 waiver and release of all claims against the United
2 States, including agencies, officials, and employees
3 of the United States, under Federal, State, or other
4 law for all of the following:

5 (A) Past, present, and future claims for
6 Water Rights, including rights to Colorado
7 River Water, for Hopi Land, arising from time
8 immemorial and, thereafter, forever.

9 (B) Past, present, and future claims for
10 Water Rights, including rights to Colorado
11 River Water, arising from time immemorial
12 and, thereafter, forever, that are based on the
13 aboriginal occupancy of land within the State
14 by the Hopi Tribe, the predecessors of the Hopi
15 Tribe, the Members of the Hopi Tribe, or pred-
16 ecessors of the Members of the Hopi Tribe.

17 (C) Claims for Water Rights within the
18 State that the United States, acting a trustee
19 for the Hopi Tribe and Hopi Allottees, asserted
20 or could have asserted in any proceeding, except
21 to the extent that such rights are recognized as
22 part of the Hopi Tribe's Water Rights under
23 this Act.

24 (D) Past and present claims for Injury to
25 Water Rights, including injury to rights to Col-

1 Colorado River Water, for Hopi Land, arising from
2 time immemorial through the Enforceability
3 Date.

4 (E) Past, present, and future claims for
5 Injury to Water for Hopi Land, arising from
6 time immemorial and, thereafter, forever.

7 (F) Past, present, and future claims for
8 Injury to Water Rights, including injury to
9 rights to Colorado River Water, arising from
10 time immemorial and, thereafter, forever, that
11 are based on the aboriginal occupancy of land
12 within the State by the Hopi Tribe, the prede-
13 cessors of the Hopi Tribe, the Members of the
14 Hopi Tribe, or predecessors of the Members of
15 the Hopi Tribe.

16 (G) Claims for Injury to Water Rights, in-
17 cluding injury to rights to Colorado River
18 Water, arising after the Enforceability Date for
19 Hopi Land, resulting from the diversion or Use
20 of water outside of Hopi Land in a manner not
21 in violation of the Settlement Agreement or
22 State law.

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

1 ment Agreement, any judgment or decree ap-
2 proving or incorporating the Settlement Agree-
3 ment, or this Act.

4 (I) Past, present, and future claims arising
5 out of, or relating in any manner to, United
6 States Geological Survey monitoring and re-
7 porting activities described in paragraph 7.0 of
8 the Settlement Agreement.

9 (J) Past, present, and future claims aris-
10 ing from time immemorial and, thereafter, for-
11 ever, relating in any manner to Injury to Water
12 or Injury to Water Rights based on the provi-
13 sions of paragraphs 8.0 and 9.0 of the Settle-
14 ment Agreement.

15 (K) Past and present claims for foregone
16 benefits from non-Hopi Use of water, on and
17 off Hopi Land (including water from all sources
18 and for all Uses), within the State arising be-
19 fore the Enforceability Date.

20 (L) Past and present claims for damage,
21 loss, or injury to land, or natural resources due
22 to loss of water or Water Rights, including
23 damages, losses, or injuries to hunting, fishing,
24 gathering, or cultural rights due to loss of
25 water or Water Rights, claims relating to inter-

1 ference with, diversion of, or taking of water, or
2 claims relating to a failure to protect, acquire,
3 replace, or develop water, Water Rights, or
4 water infrastructure, within the State, arising
5 before the Enforceability Date.

6 (M) Past and present claims arising before
7 the Enforceability Date from a failure to pro-
8 vide for operation, maintenance, or deferred
9 maintenance for any irrigation system or irriga-
10 tion project on Hopi Land.

11 (N) Past and present claims arising before
12 the Enforceability Date from a failure to estab-
13 lish or provide a municipal, rural, or industrial
14 water delivery system on Hopi Land.

15 (O) Past and present claims for damage,
16 loss, or injury to land or natural resources due
17 to construction, operation, and management of
18 irrigation projects on Hopi Land, including
19 damages, losses, or injuries to fish habitat,
20 wildlife, and wildlife habitat, within the State
21 arising before the Enforceability Date.

22 (2) FORM; EFFECTIVE DATE.—The waiver and
23 release of claims described in paragraph (1) shall—

24 (A) be in the form described in Exhibit
25 13.8 to the Settlement Agreement; and

1 (B) take effect on the Enforceability Date.

2 (3) RETENTION OF CLAIMS.—Notwithstanding
3 the waiver and release of claims described in para-
4 graph (1) and Exhibit 13.8 to the Settlement Agree-
5 ment, the Hopi Tribe and the Members of the Hopi
6 Tribe (but not Members in the capacity of the Mem-
7 bers as Hopi Allottees) shall retain any right—

8 (A) to assert claims for injuries to, and
9 seek enforcement of, the rights of the Hopi
10 Tribe under the Settlement Agreement, whether
11 those rights are generally stated or specifically
12 described, or this Act, in any Federal or State
13 court of competent jurisdiction;

14 (B) to assert claims for injuries to, and
15 seek enforcement of, the rights of the Hopi
16 Tribe under the LCR Decree;

17 (C) to assert claims for Water Rights for
18 land owned or acquired by the Hopi Tribe in
19 fee in the LCR Watershed pursuant to subpara-
20 graphs 5.10 and 5.11 of the Settlement Agree-
21 ment;

22 (D) to object to any claims for Water
23 Rights by or for—

1 (i) any Indian Tribe other than the
2 Navajo Nation, the San Juan Southern
3 Paiute Tribe, and the Zuni Tribe; or

4 (ii) the United States acting on behalf
5 of any Indian Tribe other than the Navajo
6 Nation, the San Juan Southern Paiute
7 Tribe, and the Zuni Tribe; and

8 (E) to assert past, present, or future
9 claims for Injury to Water Rights against—

10 (i) any Indian Tribe other than the
11 Navajo Nation, the San Juan Southern
12 Paiute Tribe, and the Zuni Tribe; or

13 (ii) the United States acting on behalf
14 of any Indian Tribe other than the Navajo
15 Nation, the San Juan Southern Paiute
16 Tribe, and the Zuni Tribe.

17 (h) WAIVERS, RELEASES AND RETENTION OF
18 CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EX-
19 CEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN
20 THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN
21 JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE HOPI
22 TRIBE AND THE MEMBERS OF THE HOPI TRIBE.—

23 (1) IN GENERAL.—Except as provided in para-
24 graph (3), the United States, in all capacities (ex-
25 cept as trustee for an Indian Tribe other than the

1 Navajo Nation, the Hopi Tribe, and the San Juan
2 Southern Paiute Tribe), as part of the performance
3 of the obligations of the United States under the
4 Settlement Agreement and this Act, is authorized to
5 execute a waiver and release of all claims against the
6 Hopi Tribe, the Members of the Hopi Tribe, or any
7 agency, official, or employee of the Hopi Tribe,
8 under Federal, State, or any other law for all of the
9 following:

10 (A) Past and present claims for Injury to
11 Water Rights, including injury to rights to Col-
12 orado River Water, resulting from the diversion
13 or Use of water on Hopi Land arising from
14 time immemorial through the Enforceability
15 Date.

16 (B) Claims for Injury to Water Rights, in-
17 cluding injury to rights to Colorado River
18 Water, arising after the Enforceability Date, re-
19 sulting from the diversion or Use of water on
20 Hopi Land in a manner that is not in violation
21 of the Settlement Agreement or State law.

22 (C) Past, present, and future claims aris-
23 ing out of, or related in any manner to, the ne-
24 gotiation, execution, or adoption of the Settle-
25 ment Agreement, any judgment or decree ap-

1 proving or incorporating the Settlement Agree-
2 ment, or this Act.

3 (2) FORM; EFFECTIVE DATE.—The waiver and
4 release of claims under paragraph (1) shall—

5 (A) be in the form described in Exhibit
6 13.9 to the Settlement Agreement; and

7 (B) take effect on the Enforceability Date.

8 (3) RETENTION OF CLAIMS.—Notwithstanding
9 the waiver and release of claims described in para-
10 graph (1) and Exhibit 13.9 to the Settlement Agree-
11 ment, the United States shall retain any right to as-
12 sert any claim not expressly waived in accordance
13 with that paragraph and that Exhibit, in any Fed-
14 eral or State court of competent jurisdiction.

15 (i) WAIVERS, RELEASES AND RETENTION OF CLAIMS
16 FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND
17 INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE
18 TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAI-
19 UTE TRIBE AND THE MEMBERS OF THE SAN JUAN
20 SOUTHERN PAIUTE TRIBE, AND THE UNITED STATES,
21 ACTING AS TRUSTEE FOR THE SAN JUAN SOUTHERN PAI-
22 UTE TRIBE AND THE MEMBERS OF THE SAN JUAN
23 SOUTHERN PAIUTE TRIBE AGAINST THE STATE AND
24 OTHERS.—

1 (1) IN GENERAL.—Except as provided in para-
2 graph (3), the San Juan Southern Paiute Tribe, on
3 behalf of the San Juan Southern Paiute Tribe and
4 the Members of the San Juan Southern Paiute
5 Tribe, and the United States, acting as trustee for
6 the San Juan Southern Paiute Tribe and the Mem-
7 bers of the San Juan Southern Paiute Tribe, as part
8 of the performance of the respective obligations of
9 the San Juan Southern Paiute Tribe and the United
10 States under the Settlement Agreement and this
11 Act, is authorized to execute a waiver and release of
12 all claims against the State (or any agency or polit-
13 ical subdivision of the State), the Hopi Tribe, the
14 Hopi Allottees, the Navajo Nation, the Navajo
15 Allottees, and any other individual, entity, corpora-
16 tion, or municipal corporation under Federal, State,
17 or other law for all of the following:

18 (A) Past, present, and future claims for
19 Water Rights, including rights to Colorado
20 River Water, for San Juan Southern Paiute
21 Land, arising from time immemorial and, there-
22 after, forever.

23 (B) Past, present, and future claims for
24 Water Rights, including rights to Colorado
25 River Water, arising from time immemorial

1 and, thereafter, forever, that are based on the
2 aboriginal occupancy of land within the State
3 by the San Juan Southern Paiute Tribe, the
4 predecessors of the San Juan Southern Paiute
5 Tribe, the Members of the San Juan Southern
6 Paiute Tribe, or predecessors of the Members of
7 the San Juan Southern Paiute Tribe.

8 (C) Past and present claims for Injury to
9 Water Rights, including injury to rights to Col-
10 orado River Water, for San Juan Southern Pai-
11 ute Land, arising from time immemorial
12 through the Enforceability Date.

13 (D) Past, present, and future claims for
14 Injury to Water for San Juan Southern Paiute
15 Land, arising from time immemorial and, there-
16 after, forever.

17 (E) Past, present, and future claims for
18 Injury to Water Rights, including injury to
19 rights to Colorado River Water, arising from
20 time immemorial and, thereafter, forever, that
21 are based on the aboriginal occupancy of land
22 within the State by the San Juan Southern Pai-
23 ute Tribe, the predecessors of the San Juan
24 Southern Paiute Tribe, the Members of the San
25 Juan Southern Paiute Tribe, or predecessors of

1 the Members of the San Juan Southern Paiute
2 Tribe.

3 (F) Claims for Injury to Water Rights, in-
4 cluding injury to rights to Colorado River
5 Water, arising after the Enforceability Date,
6 for San Juan Southern Paiute Land, resulting
7 from the diversion or Use of water outside of
8 San Juan Southern Paiute Land in a manner
9 not in violation of the Settlement Agreement or
10 State law.

11 (G) Past, present, and future claims aris-
12 ing out of, or relating in any manner to, the ne-
13 gotiation, execution, or adoption of the Settle-
14 ment Agreement, any judgment or decree ap-
15 proving or incorporating the Settlement Agree-
16 ment, or this Act.

17 (2) FORM; EFFECTIVE DATE.—The waiver and
18 release of claims described in paragraph (1) shall—

19 (A) be in the form described in Exhibit
20 13.11 to the Settlement Agreement; and

21 (B) take effect on the Enforceability Date.

22 (3) RETENTION OF CLAIMS.—Notwithstanding
23 the waiver and release of claims described in para-
24 graph (1) and Exhibit 13.11 to the Settlement
25 Agreement, the San Juan Southern Paiute Tribe,

1 acting on behalf of the San Juan Southern Paiute
2 Tribe and the Members of the San Juan Southern
3 Paiute Tribe, and the United States, acting as trust-
4 ee for the San Juan Southern Paiute Tribe and the
5 Members of the San Juan Southern Paiute Tribe,
6 shall retain any right—

7 (A) to assert claims for injuries to, and
8 seek enforcement of, the rights of the San Juan
9 Southern Paiute Tribe under the Settlement
10 Agreement, whether those rights are generally
11 stated or specifically described, or this Act, in
12 any Federal or State court of competent juris-
13 diction;

14 (B) to assert claims for injuries to, and
15 seek enforcement of, the rights of the San Juan
16 Southern Paiute Tribe under the LCR Decree;

17 (C) to assert claims for Water Rights for
18 land owned or acquired by the San Juan South-
19 ern Paiute Tribe in fee or held in trust by the
20 United States for the benefit of the San Juan
21 Southern Paiute Tribe in the LCR Watershed
22 pursuant to subparagraphs 6.4 and 6.5 of the
23 Settlement Agreement;

24 (D) to object to any claims for Water
25 Rights by or for—

1 (i) any Indian Tribe other than the
2 Hopi Tribe, the Navajo Nation, and the
3 Zuni Tribe; or

4 (ii) the United States acting on behalf
5 of any Indian Tribe, other than the Hopi
6 Tribe, the Navajo Nation, and the Zuni
7 Tribe; and

8 (E) to assert past, present, or future
9 claims for Injury to Water Rights against—

10 (i) any Indian Tribe other than the
11 Hopi Tribe, the Navajo Nation, and the
12 Zuni Tribe; or

13 (ii) the United States acting on behalf
14 of any Indian Tribe, other than the Hopi
15 Tribe, the Navajo Nation, and the Zuni
16 Tribe.

17 (j) WAIVERS, RELEASES AND RETENTION OF CLAIMS
18 FOR WATER RIGHTS, INJURY TO WATER RIGHTS, AND
19 INJURY TO WATER BY THE SAN JUAN SOUTHERN PAIUTE
20 TRIBE, ON BEHALF OF THE SAN JUAN SOUTHERN PAI-
21 UTE TRIBE AND THE MEMBERS OF THE SAN JUAN
22 SOUTHERN PAIUTE TRIBE, AGAINST THE UNITED
23 STATES.—

24 (1) IN GENERAL.—Except as provided in para-
25 graph (3), the San Juan Southern Paiute Tribe, act-

1 ing on behalf of the San Juan Southern Paiute
2 Tribe and the Members of the San Juan Southern
3 Paiute Tribe, as part of the performance of the obli-
4 gations of the San Juan Southern Paiute Tribe
5 under the Settlement Agreement and this Act, is au-
6 thorized to execute a waiver and release of all claims
7 against the United States, including agencies, offi-
8 cials, and employees of the United States, under
9 Federal, State, or other law for all of the following:

10 (A) Past, present, and future claims for
11 Water Rights, including rights to Colorado
12 River Water, for San Juan Southern Paiute
13 Land, arising from time immemorial and, there-
14 after, forever.

15 (B) Past, present, and future claims for
16 Water Rights, including rights to Colorado
17 River Water, arising from time immemorial
18 and, thereafter, forever, that are based on the
19 aboriginal occupancy of land within the State
20 by the San Juan Southern Paiute Tribe, the
21 predecessors of the San Juan Southern Paiute
22 Tribe, the Members of the San Juan Southern
23 Paiute Tribe, or predecessors of the Members of
24 the San Juan Southern Paiute Tribe.

1 (C) Claims for Water Rights within the
2 State that the United States, acting as trustee
3 for the San Juan Southern Paiute Tribe, as-
4 serted or could have asserted in any proceeding,
5 except to the extent that such rights are recog-
6 nized as part of the San Juan Southern Paiute
7 Tribe's Water Rights under this Act.

8 (D) Past and present claims for Injury to
9 Water Rights, including injury to rights to Col-
10 orado River Water, for San Juan Southern Pai-
11 ute Land, arising from time immemorial
12 through the Enforceability Date.

13 (E) Past, present, and future claims for
14 Injury to Water for San Juan Southern Paiute
15 Land, arising from time immemorial and, there-
16 after, forever.

17 (F) Past, present, and future claims for
18 Injury to Water Rights, including injury to
19 rights to Colorado River Water, arising from
20 time immemorial and, thereafter, forever, that
21 are based on the aboriginal occupancy of land
22 within the State by the San Juan Southern Pai-
23 ute Tribe, the predecessors of the San Juan
24 Southern Paiute Tribe, the Members of the San
25 Juan Southern Paiute Tribe, or predecessors of

1 the Members of the San Juan Southern Paiute
2 Tribe.

3 (G) Claims for Injury to Water Rights, in-
4 cluding injury to rights to Colorado River
5 Water, arising after the Enforceability Date for
6 San Juan Southern Paiute Land, resulting
7 from the diversion or Use of water outside of
8 San Juan Southern Paiute Land in a manner
9 not in violation of this Agreement or State law.

10 (H) Past, present, and future claims aris-
11 ing out of, or relating in any manner to, the ne-
12 gotiation, execution, or adoption of this Agree-
13 ment, any judgment or decree approving or in-
14 corporating this Agreement, or this Act.

15 (I) Past, present, and future claims arising
16 out of, or relating in any manner to, United
17 States Geological Survey monitoring and re-
18 porting activities described in paragraph 7.0 of
19 the Settlement Agreement.

20 (J) Past, present, and future claims aris-
21 ing from time immemorial and, thereafter, for-
22 ever, relating in any manner to Injury to Water
23 or Injury to Water Rights based on the provi-
24 sions of paragraphs 8.0 and 9.0 of the Settle-
25 ment Agreement.

1 (K) Past and present claims for foregone
2 benefits from non-San Juan Southern Paiute
3 Tribe Use of water, on and off San Juan
4 Southern Paiute Land (including water from all
5 sources and for all Uses), within the State arising
6 before the Enforceability Date.

7 (L) Past and present claims for damage,
8 loss, or injury to land, or natural resources due
9 to loss of water or Water Rights, including
10 damages, losses, or injuries to hunting, fishing,
11 gathering, or cultural rights due to loss of
12 water or Water Rights, claims relating to interference
13 with, diversion of, or taking of water, or
14 claims relating to a failure to protect, acquire,
15 replace, or develop water, Water Rights, or
16 water infrastructure, within the State, arising
17 before the Enforceability Date.

18 (M) Past and present claims arising before
19 the Enforceability Date from a failure to provide
20 for operation, maintenance, or deferred
21 maintenance for any irrigation system or irrigation
22 project on San Juan Southern Paiute
23 Land.

24 (N) Past and present claims arising before
25 the Enforceability Date from a failure to estab-

1 lish or provide a municipal, rural, or industrial
2 water delivery system on San Juan Southern
3 Paiute Land.

4 (O) Past and present claims for damage,
5 loss, or injury to land or natural resources due
6 to construction, operation, and management of
7 irrigation projects on San Juan Southern Pai-
8 ute Land, including damages, losses, or injuries
9 to fish habitat, wildlife, and wildlife habitat,
10 within the State arising before the Enforce-
11 ability Date.

12 (2) FORM; EFFECTIVE DATE.—The waiver and
13 release of claims described in paragraph (1) shall
14 be—

15 (A) in the form described in Exhibit 13.12
16 to the Settlement Agreement; and

17 (B) take effect on the Enforceability Date.

18 (3) RETENTION OF CLAIMS.—Notwithstanding
19 the waiver and release of claims described in para-
20 graph (1) and Exhibit 13.12 to the Settlement
21 Agreement, the San Juan Southern Paiute Tribe,
22 acting on behalf of the San Juan Southern Paiute
23 Tribe and the Members of the San Juan Southern
24 Paiute Tribe shall retain any right—

1 (A) to assert claims for injuries to, and
2 seek enforcement of, the rights of the San Juan
3 Southern Paiute Tribe under the Settlement
4 Agreement, whether those rights are generally
5 stated or specifically described, or this Act, in
6 any Federal or State court of competent juris-
7 diction;

8 (B) to assert claims for injuries to, and
9 seek enforcement of, the rights of the San Juan
10 Southern Paiute Tribe under the LCR Decree;

11 (C) to assert claims for Water Rights for
12 land owned or acquired by the San Juan South-
13 ern Paiute Tribe in fee in the LCR Watershed
14 pursuant to subparagraphs 6.4 and 6.5 of the
15 Settlement Agreement;

16 (D) to object to any claims for Water
17 Rights by or for—

18 (i) any Indian Tribe other than the
19 Hopi Tribe, the Navajo Nation, and the
20 Zuni Tribe; or

21 (ii) the United States acting on behalf
22 of any Indian Tribe, other than the Hopi
23 Tribe, the Navajo Nation, and the Zuni
24 Tribe; and

1 (E) to assert past, present, or future
2 claims for Injury to Water Rights against—

3 (i) any Indian Tribe other than the
4 Hopi Tribe, the Navajo Nation, and the
5 Zuni Tribe; or

6 (ii) the United States acting on behalf
7 of any Indian Tribe, other than the Hopi
8 Tribe, the Navajo Nation, and the Zuni
9 Tribe.

10 (k) WAIVERS, RELEASES AND RETENTION OF
11 CLAIMS BY THE UNITED STATES IN ALL CAPACITIES (EX-
12 CEPT AS TRUSTEE FOR AN INDIAN TRIBE OTHER THAN
13 THE NAVAJO NATION, THE HOPI TRIBE, AND THE SAN
14 JUAN SOUTHERN PAIUTE TRIBE) AGAINST THE SAN
15 JUAN SOUTHERN PAIUTE TRIBE AND THE MEMBERS OF
16 THE SAN JUAN SOUTHERN PAIUTE TRIBE.—

17 (1) IN GENERAL.—Except as provided in para-
18 graph (3), the United States, in all capacities (ex-
19 cept as trustee for an Indian Tribe other than the
20 Navajo Nation, the Hopi Tribe, and the San Juan
21 Southern Paiute Tribe), as part of the performance
22 of the obligations of the United States under the
23 Settlement Agreement and this Act, is authorized to
24 execute a waiver and release of all claims against the
25 San Juan Southern Paiute Tribe, the Members of

1 the San Juan Southern Paiute Tribe, or any agency,
2 official, or employee of the San Juan Southern Pai-
3 ute Tribe, under Federal, State, or any other law for
4 all:

5 (A) Past and present claims for Injury to
6 Water Rights, including injury to rights to Col-
7 orado River Water, resulting from the diversion
8 or Use of water on San Juan Southern Paiute
9 Land arising from time immemorial through
10 the Enforceability Date.

11 (B) Claims for Injury to Water Rights, in-
12 cluding injury to rights to Colorado River
13 Water, arising after the Enforceability Date, re-
14 sulting from the diversion or Use of water on
15 San Juan Southern Paiute Land in a manner
16 that is not in violation of the Settlement Agree-
17 ment or State law.

18 (C) Past, present, and future claims aris-
19 ing out of, or related in any manner to, the ne-
20 gotiation, execution, or adoption of the Settle-
21 ment Agreement, any judgment or decree ap-
22 proving or incorporating the Settlement Agree-
23 ment, or this Act.

24 (2) FORM; EFFECTIVE DATE.—The waiver and
25 release of claims under paragraph (1) shall—

1 (A) be in the form described in Exhibit
2 13.13 to the Settlement Agreement; and

3 (B) take effect on the Enforceability Date.

4 (3) RETENTION OF CLAIMS.—Notwithstanding
5 the waiver and release of claims described in para-
6 graph (1) and Exhibit 13.13 to the Settlement
7 Agreement, the United States shall retain any right
8 to assert any claim not expressly waived in accord-
9 ance with that paragraph and that Exhibit, in any
10 Federal or State court of competent jurisdiction.

11 **SEC. 15. SATISFACTION OF WATER RIGHTS AND OTHER**
12 **BENEFITS.**

13 (a) NAVAJO NATION AND THE MEMBERS OF THE
14 NAVAJO NATION; NAVAJO ALLOTTEES AND THE UNITED
15 STATES, ACTING AS TRUSTEE FOR THE NAVAJO
16 ALLOTTEES.—

17 (1) NAVAJO NATION AND THE MEMBERS OF
18 THE NAVAJO NATION.—

19 (A) IN GENERAL.—The benefits provided
20 under the Settlement Agreement shall be in
21 complete replacement of, complete substitution
22 for, and full satisfaction of any claim of the
23 Navajo Nation and the Members of the Navajo
24 Nation against the Parties, including the
25 United States, that is waived and released by

1 the Navajo Nation acting on behalf of the Nav-
2 ajo Nation and the Members of the Navajo Na-
3 tion under Exhibits 13.1 and 13.3 to the Settle-
4 ment Agreement.

5 (B) SATISFACTION OF WATER RIGHTS.—
6 Any entitlement to water of the Navajo Nation
7 and the Members of the Navajo Nation (but not
8 Members in the capacity of the Members as
9 Navajo Allottees) or the United States acting as
10 trustee for the Navajo Nation and the Members
11 of the Navajo Nation (but not Members in the
12 capacity of the Members as Navajo Allottees),
13 for Navajo Land shall be satisfied out of the
14 water resources and other benefits granted,
15 confirmed, quantified, or recognized by the Set-
16 tlement Agreement and this Act, to or for the
17 Navajo Nation, the Members of the Navajo Na-
18 tion (but not Members in the capacity of the
19 Members as Navajo Allottees), and the United
20 States, acting as trustee for the Navajo Nation
21 and the Members of the Navajo Nation (but not
22 Members in the capacity of the Members as
23 Navajo Allottees).

1 (2) NAVAJO ALLOTTEES AND THE UNITED
2 STATES, ACTING AS TRUSTEE FOR THE NAVAJO
3 ALLOTTEES.—

4 (A) IN GENERAL.—The benefits realized
5 by the Navajo Allottees under the Settlement
6 Agreement and this Act shall be in complete re-
7 placement of, complete substitution for, and full
8 satisfaction of—

9 (i) all claims waived and released by
10 the United States (acting as trustee for
11 the Navajo Allottees) under Exhibit 13.2
12 to the Settlement Agreement; and

13 (ii) any claims of the Navajo Allottees
14 against the United States similar to the
15 claims described in Exhibit 13.2 to the
16 Settlement Agreement that the Navajo
17 Allottees asserted or could have asserted.

18 (B) SATISFACTION OF WATER RIGHTS.—
19 Any entitlement to water of the Navajo
20 Allottees or the United States acting as trustee
21 for the Navajo Allottees, for Navajo Allotments
22 shall be satisfied out of the water resources and
23 other benefits granted, confirmed, or recognized
24 by the Settlement Agreement and this Act, to
25 or for the Navajo Allottees and the United

1 States, acting as trustee for the Navajo
2 Allottees.

3 (3) NO RIGHT ESTABLISHED.—Notwithstanding
4 paragraphs (1) and (2), nothing in the Settlement
5 Agreement or this Act recognizes or establishes any
6 right of a Member of the Navajo Nation (but not
7 Members in the capacity of the Members as Navajo
8 Allottees) to water on Navajo Land.

9 (b) HOPI TRIBE AND THE MEMBERS OF THE HOPI
10 TRIBE; HOPI ALLOTTEES AND THE UNITED STATES,
11 ACTING AS TRUSTEE FOR THE HOPI ALLOTTEES.—

12 (1) HOPI TRIBE AND THE MEMBERS OF THE
13 HOPI TRIBE.—

14 (A) IN GENERAL.—The benefits provided
15 under the Settlement Agreement shall be in
16 complete replacement of, complete substitution
17 for, and full satisfaction of any claim of the
18 Hopi Tribe and the Members of the Hopi Tribe
19 against the Parties, including the United
20 States, that is waived and released by the Hopi
21 Tribe acting on behalf of the Hopi Tribe and
22 the Members of the Hopi Tribe under Exhibits
23 13.6 and 13.8 to the Settlement Agreement.

24 (B) SATISFACTION OF WATER RIGHTS.—
25 Any entitlement to water of the Hopi Tribe and

1 the Members of the Hopi Tribe (but not Mem-
2 bers in the capacity of the Members as Hopi
3 Allottees) or the United States acting as trustee
4 for the Hopi Tribe and the Members of the
5 Hopi Tribe (but not Members in the capacity of
6 the Members as Hopi Allottees), for Hopi Land
7 shall be satisfied out of the water resources and
8 other benefits granted, confirmed, quantified, or
9 recognized by the Settlement Agreement and
10 this Act, to or for the Hopi Tribe, the Members
11 of the Hopi Tribe (but not Members in the ca-
12 pacity of the Members as Hopi Allottees), and
13 the United States, acting as trustee for the
14 Hopi Tribe and the Members of the Hopi Tribe
15 (but not Members in the capacity of the Mem-
16 bers as Hopi Allottees).

17 (2) HOPI ALLOTTEES AND THE UNITED
18 STATES, ACTING AS TRUSTEE FOR THE HOPI
19 ALLOTTEES.—

20 (A) IN GENERAL.—The benefits realized
21 by the Hopi Allottees under the Settlement
22 Agreement shall be in complete replacement of,
23 complete substitution for, and full satisfaction
24 of—

1 (i) all claims waived and released by
2 the United States (acting as trustee for
3 the Hopi Allottees) under Exhibit 13.7 to
4 the Settlement Agreement; and

5 (ii) any claims of the Hopi Allottees
6 against the United States similar to the
7 claims described in Exhibit 13.7 to the
8 Settlement Agreement that the Hopi
9 Allottees asserted or could have asserted.

10 (B) SATISFACTION OF WATER RIGHTS.—

11 Any entitlement to water of the Hopi Allottees
12 or the United States acting trustee for the Hopi
13 Allottees, for Hopi Allotments shall be satisfied
14 out of the water resources and other benefits
15 granted, confirmed, or recognized by the Settle-
16 ment Agreement and this Act, to or for the
17 Hopi Allottees and the United States, acting as
18 trustee for the Hopi Allottees.

19 (3) NO RIGHT ESTABLISHED.—Notwithstanding
20 paragraphs (1) and (2), nothing in the Settlement
21 Agreement or this Act recognizes or establishes any
22 right of a Member of the Hopi Tribe (but not Mem-
23 bers in the capacity of the Members as Hopi
24 Allottees) to water on Hopi Land.

1 (c) SAN JUAN SOUTHERN PAIUTE TRIBE AND THE
2 MEMBERS OF THE SAN JUAN SOUTHERN PAIUTE
3 TRIBE.—

4 (1) IN GENERAL.—The benefits provided under
5 the Settlement Agreement shall be in complete re-
6 placement of, complete substitution for, and full sat-
7 isfaction of any claim of the San Juan Southern
8 Paiute Tribe and the Members of the San Juan
9 Southern Paiute Tribe against the Parties, including
10 the United States, that is waived and released by the
11 San Juan Southern Paiute Tribe acting on behalf of
12 the San Juan Southern Paiute Tribe and the Mem-
13 bers of the San Juan Southern Paiute Tribe under
14 Exhibits 13.11 and 13.12 to the Settlement Agree-
15 ment.

16 (2) SATISFACTION OF WATER RIGHTS.—Any
17 entitlement to water of the San Juan Southern Pai-
18 ute Tribe and the Members of the San Juan South-
19 ern Paiute Tribe or the United States, acting as
20 trustee for the San Juan Southern Paiute Tribe and
21 the Members of the San Juan Southern Paiute
22 Tribe, for San Juan Southern Paiute Land shall be
23 satisfied out of the water resources and other bene-
24 fits granted, confirmed, quantified, or recognized by
25 the Settlement Agreement and this Act, to or for the

1 San Juan Southern Paiute Tribe and the Members
2 of the San Juan Southern Paiute Tribe and the
3 United States, acting as trustee for the San Juan
4 Southern Paiute Tribe and the Members of the San
5 Juan Southern Paiute Tribe.

6 (3) NO RIGHT ESTABLISHED.—Notwithstanding
7 paragraphs (1) and (2), nothing in the Settlement
8 Agreement or this Act recognizes or establishes any
9 right of a Member of the San Juan Southern Paiute
10 Tribe to water on the San Juan Southern Paiute
11 Southern Area.

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

13 (a) IN GENERAL.—The Settlement Agreement, in-
14 cluding the waivers and releases of claims described in
15 paragraph 13 of the Settlement Agreement and section
16 14, shall take effect and be fully enforceable on the date
17 on which the Secretary publishes in the Federal Register
18 a statement of findings in accordance with the following:

19 (1) The Settlement Agreement has been re-
20 vised, through an amendment and restatement—

21 (A) to eliminate any conflict between the
22 Settlement Agreement and this Act; and

23 (B) to include the executed Water Delivery
24 Contracts required by section 6(c) and subpara-
25 graphs 10.1.1, 10.1.2, 10.1.3, 11.1.1, and

1 11.1.2 as Exhibits to the Settlement Agree-
2 ment.

3 (2) The Settlement Agreement, as revised
4 through an amendment and restatement pursuant to
5 paragraph (1), has been signed by not fewer than 30
6 of the Parties who executed the Settlement Agree-
7 ment, making the Settlement Agreement effective,
8 including—

9 (A) the United States, acting through the
10 Secretary;

11 (B) the Navajo Nation;

12 (C) the Hopi Tribe;

13 (D) the San Juan Southern Paiute Tribe;

14 (E) the State;

15 (F) the Arizona State Land Department;

16 (G) the Central Arizona Water Conserva-
17 tion District;

18 (H) the Salt River Project Agricultural
19 Improvement and Power District; and

20 (I) the Salt River Valley Water Users' As-
21 sociation.

22 (3) Any Exhibit to the Settlement Agreement
23 requiring execution by any Party has been executed
24 by the required Party.

1 (4) The waivers and releases of claims de-
2 scribed in paragraph 13 of the Settlement Agree-
3 ment and section 14 have been executed by the
4 United States, Navajo Nation, Hopi Tribe, San
5 Juan Southern Paiute Tribe, the State, and the
6 other Parties.

7 (5) \$5,000,000,000 has been authorized, appro-
8 priated, and deposited in the designated accounts
9 pursuant to section 13.

10 (6) The LCR Decree has been approved by the
11 LCR Adjudication Court substantially in the form of
12 the judgment and decree attached as Exhibit 3.1.82
13 to the Settlement Agreement, as amended to ensure
14 consistency with this Act.

15 (7) The Gila River Adjudication Decree has
16 been approved by the Gila River Adjudication Court
17 substantially in the form of the judgment and decree
18 attached as Exhibit 3.1.47 to the Settlement Agree-
19 ment, as amended to ensure consistency with this
20 Act.

21 (8) The San Juan Southern Paiute Tribe and
22 the Navajo Tribal Utility Authority have executed a
23 water services agreement to deliver municipal water
24 to the San Juan Southern Paiute Tribe and its
25 members.

1 (9) Each of the Navajo Nation, the Hopi Tribe,
2 and the San Juan Southern Paiute Tribe have exe-
3 cuted the tribal resolution described in subsections
4 (a)(2), (b)(2), and (c)(2) of section 18, respectively,
5 consenting to the limited waiver of sovereign immu-
6 nity from suit in the circumstances described in that
7 section.

8 (b) FAILURE TO SATISFY CONDITIONS.—

9 (1) IN GENERAL.—Except as provided in para-
10 graph (2), if the Secretary fails to publish in the
11 Federal Register a statement of findings under sub-
12 section (a) by June 30, 2035, or such alternative
13 later date as may be agreed to by the Navajo Na-
14 tion, the Hopi Tribe, the San Juan Southern Paiute
15 Tribe, the Secretary, and the State—

16 (A) this Act is repealed;

17 (B) any action taken by the Secretary and
18 any contract or agreement entered into pursu-
19 ant to this Act shall be void;

20 (C) the United States shall be entitled to
21 offset any Federal amounts made available
22 under section 13(a)(2)(B) that were used under
23 that section against any claims asserted by the
24 Tribes against the United States; and

1 (D) any amounts appropriated under sec-
2 tion 13, together with any investment earnings
3 on those amounts, less any amounts expended
4 under section 9, shall revert immediately to the
5 general fund of the Treasury.

6 (2) CONTINUED EXISTENCE OF THE SAN JUAN
7 SOUTHERN PAIUTE RESERVATION.—

8 (A) IN GENERAL.—Section 19 becomes ef-
9 fective on the date of enactment of this Act.

10 (B) CONTINUED EFFECTIVENESS.—Not-
11 withstanding paragraph (1), if the Secretary
12 fails to publish in the Federal Register a state-
13 ment of findings under that paragraph by June
14 30, 2035, or such alternative later date as may
15 be agreed to by the Tribes, the Secretary and
16 the State, section 19 shall remain in effect.

17 **SEC. 17. COLORADO RIVER ACCOUNTING.**

18 (a) ACCOUNTING FOR THE TYPE OF WATER DELIV-
19 ERED.—

20 (1) NAVAJO NATION CIBOLA WATER; NAVAJO
21 NATION FOURTH PRIORITY WATER.—All deliveries of
22 Navajo Nation Cibola Water and Navajo Nation
23 Fourth Priority Water effected by the diversion of
24 water from the San Juan River or from the Colo-
25 rado River above Lee Ferry shall be accounted for

1 as deliveries of Arizona Lower Basin Colorado River
2 Water.

3 (2) HOPI TRIBE CIBOLA WATER.—All deliveries
4 of Hopi Tribe Cibola Water effected by the diversion
5 of water from the Colorado River above Lee Ferry
6 shall be accounted for as deliveries of Arizona Lower
7 Basin Colorado River Water.

8 (3) NAVAJO NATION UPPER BASIN COLORADO
9 RIVER WATER.—All deliveries of Navajo Nation
10 Upper Basin Colorado River Water effected by di-
11 version of water from the Upper Basin in the State,
12 New Mexico, or Utah shall be accounted for as deliv-
13 eries of Arizona Upper Basin Colorado River Water.

14 (4) HOPI TRIBE UPPER BASIN COLORADO RIVER
15 WATER.—All deliveries of Hopi Tribe Upper Basin
16 Colorado River Water effected by diversion of water
17 from the Upper Basin in the State shall be ac-
18 counted for as deliveries of Arizona Upper Basin
19 Colorado River Water.

20 (5) UPPER BASIN COLORADO RIVER WATER.—
21 All deliveries of Upper Basin Colorado River Water
22 leased by either the Navajo Nation or the Hopi
23 Tribe, whether effected by a diversion of water from
24 the Upper Basin or the Lower Basin, shall be ac-

1 counted for as deliveries of Arizona Upper Basin
2 Colorado River Water.

3 (6) LOWER BASIN COLORADO RIVER WATER.—

4 All deliveries of Lower Basin Colorado River Water
5 leased by the Navajo Nation or the Hopi Tribe,
6 whether effected by a diversion of water from the
7 Upper Basin or the Lower Basin, shall be accounted
8 for as deliveries of Arizona Lower Basin Colorado
9 River Water.

10 (b) SPECIAL ACCOUNTING RULES FOR LOWER BASIN
11 COLORADO RIVER WATER AS LOWER BASIN USE IN ARI-
12 ZONA, REGARDLESS OF POINT OF DIVERSION OR PLACE
13 OF USE.—Notwithstanding section 10603(c)(2)(A) of the
14 Northwestern New Mexico Rural Water Projects Act
15 (Public Law 111–11; 123 Stat. 1384), all Navajo Nation
16 Cibola Water, Navajo Nation Fourth Priority Water, and
17 Hopi Tribe Cibola Water delivered to and consumptively
18 used by the Navajo Nation, the Hopi Tribe, or their les-
19 sees pursuant to the Settlement Agreement shall be—

20 (1) accounted for as if such Use had occurred
21 in the Lower Basin, regardless of the point of diver-
22 sion or place of Use;

23 (2) credited as water reaching Lee Ferry pursu-
24 ant to articles III(c) and III(d) of the Colorado
25 River Compact;

1 (3) charged against the consumptive use appor-
2 tionment made to the Lower Basin by article III(a)
3 of the Colorado River Compact; and

4 (4) accounted for as part of and charged
5 against the 2,800,000 acre-feet of Colorado River
6 Water apportioned to the State in article II(B)(1) of
7 the Decree.

8 (c) LIMITATION.—Notwithstanding subsections (a)
9 and (b), no water diverted by the Navajo-Gallup Water
10 Supply Project shall be accounted for as provided in those
11 subsections until such time as the Secretary has developed
12 and, as necessary and appropriate, modified, in consulta-
13 tion with the State, the Upper Basin Colorado River Com-
14 mission, and the Governors’ representatives on Colorado
15 River Operations from each State signatory to the Colo-
16 rado River Compact, all operational and decisional cri-
17 teria, policies, contracts, guidelines, or other documents
18 that control the operations of the Colorado River System
19 reservoirs and diversion works, so as to adjust, account
20 for, and offset the diversion of water apportioned to the
21 State, pursuant to the Boulder Canyon Project Act (43
22 U.S.C. 617 et seq.), from a point of diversion on the San
23 Juan River in New Mexico, subject to the conditions
24 that—

1 (1) all modifications shall be consistent with
2 section 10603(e) of the Northwestern New Mexico
3 Rural Water Projects Act (Public Law 111–11; 123
4 Stat. 1384), as modified by this subsection; and

5 (2) the modifications made pursuant to this
6 subsection shall only be applicable for the duration
7 of any such diversions pursuant to section
8 10603(e)(2)(B) of the Northwestern New Mexico
9 Rural Water Projects Act (Public Law 111–11; 123
10 Stat. 1385) and this Act.

11 **SEC. 18. LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

12 (a) LIMITED WAIVER BY THE NAVAJO NATION AND
13 THE UNITED STATES ACTING AS TRUSTEE FOR THE NAV-
14 AJO NATION AND NAVAJO ALLOTTEES.—

15 (1) IN GENERAL.—The Navajo Nation, and the
16 United States acting as trustee for the Navajo Na-
17 tion and Navajo Allottees, may be joined in any ac-
18 tion brought in any circumstance described in para-
19 graph (3), and any claim by the Navajo Nation and
20 the United States to sovereign immunity from any
21 such action is waived.

22 (2) NAVAJO NATION CONSENT.—By resolution
23 No. CMY–26–24 and dated May 24, 2024, the Nav-
24 ajo Nation Council has affirmatively consented to
25 the limited waiver of sovereign immunity from suit

1 in any circumstance described in paragraph (3), not-
2 withstanding any provision of the Navajo Nation
3 Code or any other Navajo Nation law.

4 (3) CIRCUMSTANCES DESCRIBED.—A cir-
5 cumstance referred to in paragraphs (1) and (2) is
6 any of the following:

7 (A) Any party to the Settlement Agree-
8 ment—

9 (i) brings an action in any court of
10 competent jurisdiction relating only and di-
11 rectly to the interpretation or enforcement
12 of—

13 (I) this Act; or

14 (II) the Settlement Agreement;

15 (ii) names the Navajo Nation, or the
16 United States acting as trustee for the
17 Navajo Nation or Navajo Allottees, as a
18 party in that action; and

19 (iii) does not include any request for
20 award against the Navajo Nation, or the
21 United States acting as trustee for the
22 Navajo Nation or Navajo Allottees, for
23 money damages, court costs, or attorney
24 fees.

1 (B) Any landowner or water user in the
2 LCR Watershed or the Gila River Watershed—

3 (i) brings an action in any court of
4 competent jurisdiction relating only and di-
5 rectly to the interpretation or enforcement
6 of—

7 (I) paragraph 13 of the Settle-
8 ment Agreement;

9 (II) the LCR Decree or the Gila
10 River Adjudication Decree; or

11 (III) section 14;

12 (ii) names the Navajo Nation, or the
13 United States acting as trustee for the
14 Navajo Nation or Navajo Allottees, as a
15 party in that action; and

16 (iii) does not include any request for
17 award against the Navajo Nation, or the
18 United States acting as trustee for the
19 Navajo Nation or Navajo Allottees, for
20 money damages, court costs or attorney
21 fees.

22 (b) LIMITED WAIVER BY THE HOPI TRIBE AND THE
23 UNITED STATES ACTING AS TRUSTEE FOR THE HOPI
24 TRIBE AND HOPI ALLOTEES.—

1 (1) IN GENERAL.—The Hopi Tribe, and the
2 United States acting as trustee for the Hopi Tribe
3 and Hopi Allottees, may be joined in any action
4 brought in any circumstance described in paragraph
5 (3), and any claim by the Hopi Tribe and the
6 United States to sovereign immunity from any such
7 action is waived.

8 (2) HOPI TRIBE CONSENT.—By resolution No.
9 H-035-2024 and dated May 20, 2024, the Hopi
10 Tribal Council has affirmatively consented to the
11 limited waiver of sovereign immunity from suit in
12 any circumstance described in paragraph (3), not-
13 withstanding any provision of the Hopi Tribal Code
14 or any other Hopi Tribe law.

15 (3) CIRCUMSTANCES DESCRIBED.—A cir-
16 cumstance referred to in paragraphs (1) and (2) is
17 any of the following:

18 (A) Any party to the Settlement Agree-
19 ment—

20 (i) brings an action in any court of
21 competent jurisdiction relating only and di-
22 rectly to the interpretation or enforcement
23 of—

24 (I) this Act; or

25 (II) the Settlement Agreement;

1 (ii) names the Hopi Tribe or the
2 United States, acting as trustee for the
3 Hopi Tribe or Hopi Allottees, as a party in
4 that action; and

5 (iii) does not include any request for
6 award against the Hopi Tribe, or the
7 United States acting as trustee for the
8 Hopi Tribe or Hopi Allottees, for money
9 damages, court costs, or attorney fees.

10 (B) Any landowner or water user in the
11 LCR Watershed—

12 (i) brings an action in any court of
13 competent jurisdiction relating only and di-
14 rectly to the interpretation or enforcement
15 of—

16 (I) paragraph 13 of the Settle-
17 ment Agreement;

18 (II) the LCR Decree; or

19 (III) section 14;

20 (ii) names the Hopi Tribe, or the
21 United States acting as trustee for the
22 Hopi Tribe or Hopi Allottees, as a party in
23 that action; and

24 (iii) does not include any request for
25 award against the Hopi Tribe, or the

1 United States acting as trustee for the
2 Hopi Tribe or Hopi Allottees, for money
3 damages, court costs, or attorney fees.

4 (c) LIMITED WAIVER BY THE SAN JUAN SOUTHERN
5 PAIUTE TRIBE AND THE UNITED STATES ACTING AS
6 TRUSTEE FOR THE SAN JUAN SOUTHERN PAIUTE
7 TRIBE.—

8 (1) IN GENERAL.—The San Juan Southern
9 Paiute Tribe and the United States acting as trustee
10 for the San Juan Southern Paiute Tribe may be
11 joined in any action brought in any circumstance de-
12 scribed in paragraph (3), and any claim by the San
13 Juan Southern Paiute Tribe and the United States
14 to sovereign immunity from any such action is
15 waived.

16 (2) SAN JUAN SOUTHERN PAIUTE TRIBE CON-
17 SENT.—By resolution No. 2024–040, dated May 23,
18 2024, the San Juan Southern Paiute Tribal Council
19 has affirmatively consented to the limited waiver of
20 sovereign immunity from suit in any circumstance
21 described in paragraph (3), notwithstanding any
22 provision of the San Juan Southern Paiute Tribal
23 Code or any other San Juan Southern Paiute Tribal
24 law.

1 (3) CIRCUMSTANCES DESCRIBED.—A cir-
2 cumstance referred to in paragraphs (1) and (2) is
3 any of the following:

4 (A) Any party to the Settlement Agree-
5 ment—

6 (i) brings an action in any court of
7 competent jurisdiction relating only and di-
8 rectly to the interpretation or enforcement
9 of—

10 (I) this Act; or

11 (II) the Settlement Agreement;

12 (ii) names the San Juan Southern
13 Paiute Tribe or the United States acting
14 as trustee for the San Juan Southern Pai-
15 ute Tribe as a party in that action; and

16 (iii) does not include any request for
17 award against the San Juan Southern Pai-
18 ute Tribe, or the United States acting as
19 trustee for the San Juan Southern Paiute
20 Tribe, for money damages, court costs, or
21 attorney fees.

22 (B) Any landowner or water user in the
23 LCR Watershed—

24 (i) brings an action in any court of
25 competent jurisdiction relating only and di-

1 rectly to the interpretation or enforcement
2 of—

3 (I) paragraph 13 of the Settle-
4 ment Agreement;

5 (II) the LCR Decree; or

6 (III) section 14;

7 (ii) names the San Juan Southern
8 Paiute Tribe or the United States acting
9 as trustee for the San Juan Southern Pai-
10 ute Tribe as a party in that action; and

11 (iii) does not include any request for
12 award against the San Juan Southern Pai-
13 ute Tribe, or the United States acting as
14 trustee for the San Juan Southern Paiute
15 Tribe, for money damages, court costs, or
16 attorney fees.

17 **SEC. 19. RATIFICATION OF THE TREATY AND CREATION OF**
18 **THE SAN JUAN SOUTHERN PAIUTE RESERVA-**
19 **TION.**

20 (a) **RATIFICATION AND APPROVAL OF THE TREA-**
21 **TY.**—The Treaty and the Treaty Addendum are hereby
22 approved, ratified, and confirmed.

23 (b) **APPROVAL OF THE SECRETARY.**—

24 (1) **IN GENERAL.**—The Secretary is authorized
25 and directed—

1 (A) to approve and execute the Treaty and
2 the Treaty Addendum, except that the specific
3 findings stated under the heading “AP-
4 PROVAL” shall not be binding on the Sec-
5 retary; and

6 (B) to take all steps necessary to imple-
7 ment the Treaty and this Act.

8 (2) APPROVAL AND EXECUTION OF AMEND-
9 MENTS.—The Secretary is delegated the authority,
10 without a further Act of Congress, to approve and
11 execute amendments to the Treaty agreed to by the
12 Navajo Nation and the San Juan Southern Paiute
13 Tribe.

14 (c) LANDS PROCLAIMED A RESERVATION FOR THE
15 SAN JUAN SOUTHERN PAIUTE TRIBE.—

16 (1) IN GENERAL.—All right, title, and interest,
17 including Water Rights, to the approximately 5,400
18 acres of land within the Navajo Indian Reservation
19 that are described in the Treaty as the San Juan
20 Paiute Northern Area and the San Juan Paiute
21 Southern Paiute Area are hereby proclaimed as the
22 San Juan Southern Paiute Reservation and such
23 land shall be held by the United States in trust as
24 a reservation for the exclusive benefit of the San

1 Juan Southern Paiute Tribe, subject to the rights of
2 access under subsection (d).

3 (2) NO APPRAISAL OR VALUATION.—Notwith-
4 standing any other provision law, no appraisal or
5 other valuation shall be required to carry out this
6 subsection.

7 (d) RIGHTS OF ACCESS AND EASEMENTS.—The Nav-
8 ajo Reservation and the San Juan Southern Paiute Res-
9 ervation shall be subject to the rights of access and ease-
10 ments as identified in the Treaty.

11 (e) SURVEYING AND FENCING OF LAND.—

12 (1) REQUIREMENT.—The Secretary shall—

13 (A) as soon as practicable after the date of
14 enactment of this Act, complete a survey and
15 legal description of the boundary lines to estab-
16 lish the boundaries of the San Juan Southern
17 Paiute Reservation;

18 (B) officially file the survey plat in the ap-
19 propriate office of the Department of the Inte-
20 rior;

21 (C) mark and fence the lands as described
22 in article V of the Treaty, where feasible; and

23 (D) study the feasibility of an access road
24 to the San Juan Paiute Southern Area from

1 U.S. Route 89, as described in article XI of the
2 Treaty.

3 (2) LEGAL DESCRIPTION.—

4 (A) IN GENERAL.—The legal descriptions
5 published in accordance with subparagraph (B)
6 shall—

7 (i) be considered the official legal de-
8 scription of the San Juan Southern Paiute
9 Reservation; and

10 (ii) have the same force and effect as
11 if included in this Act.

12 (B) PUBLICATION.—On completion of the
13 surveys under paragraph (1)(A), the Secretary
14 shall publish in the Federal Register a legal de-
15 scription of the land comprising the San Juan
16 Southern Paiute Reservation.

17 (C) CORRECTIONS.—The Secretary may
18 make minor corrections to correct technical and
19 clerical errors in the legal descriptions.

20 (f) REPEAL OF PAIUTE ALLOTMENT PROCE-
21 DURES.—Section 9 of Public Law 93-531 (88 Stat. 1716)
22 is repealed.

23 (g) PUBLICATION; JURISDICTION.—

24 (1) PUBLICATION.—In accordance with article
25 VI of the Treaty, the Secretary shall publish in the

1 Federal Register separate notices of completion or
2 boundary marking of—

3 (A) the San Juan Paiute Northern Area;

4 and

5 (B) the San Juan Paiute Southern Area.

6 (2) JURISDICTION.—On publication in the Fed-
7 eral Register under subparagraph (A) or (B) of
8 paragraph (1)—

9 (A) the San Juan Southern Paiute Tribe
10 shall have full jurisdiction over all matters with-
11 in that area of the San Juan Southern Paiute
12 Reservation to the fullest extent permitted by
13 Federal law; and

14 (B) the Navajo Nation shall not have juris-
15 diction over matters occurring within that area
16 of the San Juan Southern Paiute Reservation
17 except as agreed to by the Navajo Nation and
18 the San Juan Southern Paiute Tribe.

19 **SEC. 20. ANTIDEFICIENCY; SAVINGS PROVISIONS; EFFECT.**

20 (a) NO QUANTIFICATION OR EFFECT ON RIGHTS OF
21 OTHER INDIAN TRIBES OR THE UNITED STATES ON
22 THEIR BEHALF.—Except as provided in paragraph 8.3 of
23 the Settlement Agreement, nothing in this Act—

24 (1) quantifies or otherwise affects the Water
25 Rights, or claims or entitlements to water or to

1 Upper Basin Colorado River Water or Lower Basin
2 Colorado River Water, of any Indian Tribe, band, or
3 community, other than the Navajo Nation, the Hopi
4 Tribe, or the San Juan Southern Paiute Tribe; or

5 (2) affects the ability of the United States to
6 take action on behalf of any Indian Tribe, nation,
7 band, community, or allottee, other than the Navajo
8 Nation, the Hopi Tribe and the San Juan Southern
9 Paiute Tribe, their members, Navajo Allottees, Hopi
10 Allottees, and Public Domain Allottees.

11 (b) NO QUANTIFICATION OF WATER RIGHTS OF
12 PUBLIC DOMAIN ALLOTTEES.—Nothing in this Act—

13 (1) quantifies or adjudicates any Water Right
14 or any claim or entitlement to water of a Public Do-
15 main Allottee, or precludes the United States, acting
16 as trustee for Public Domain Allottees, from making
17 claims for Water Rights in the State that are con-
18 sistent with the claims described in Exhibit
19 3.1.132B to the Settlement Agreement; or

20 (2) except as provided in subparagraphs 8.2.3,
21 8.4.7, and 15.2.3.4 of the Settlement Agreement, af-
22 fects the ability of the United States to take action
23 on behalf of Public Domain Allottees.

24 (c) ANTIDEFICIENCY.—Notwithstanding any author-
25 ization of appropriations to carry out this Act, the United

1 States shall not be liable for any failure of the United
2 States to carry out any obligation or activity authorized
3 by this Act, including all agreements or exhibits ratified
4 or confirmed by this Act, if adequate appropriations are
5 not provided expressly by Congress to carry out the pur-
6 poses of this Act.

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

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

13 (2) the Boulder Canyon Project Adjustment Act
14 (54 Stat. 774, chapter 643);

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

18 (4) the Colorado River Basin Project Act (43
19 U.S.C. 1501 et seq.);

20 (5) the Treaty between the United States of
21 America and Mexico, done at Washington February
22 3, 1944 (59 Stat. 1219);

23 (6) the Colorado River Compact;

24 (7) the Upper Colorado River Basin Compact of
25 1948;

1 (8) the Omnibus Public Land Management Act
2 of 2009 (Public Law 111–11; 123 Stat. 991); or

3 (9) case law relating to Water Rights in the
4 Colorado River System other than any case to en-
5 force the Settlement Agreement or this Act.

6 (e) NO PRECEDENT.—Nothing in this Act establishes
7 a precedent for any type of transfer of Colorado River Sys-
8 tem water between the Upper Basin and the Lower Basin.

9 (f) UNIQUE SITUATION.—Diversions through the iiná
10 bá – paa tuwaqat’si pipeline and the Navajo-Gallup Water
11 Supply Project facilities consistent with this Act address
12 critical Tribal and non-Indian water supply needs under
13 unique circumstances, which include, among other
14 things—

15 (1) the intent to benefit a number of Indian
16 Tribes;

17 (2) the Navajo Nation’s location in the Upper
18 Basin and the Lower Basin;

19 (3) the intent to address critical Indian and
20 non-Indian water needs in the State;

21 (4) the lack of other reasonable alternatives
22 available for developing a firm, sustainable supply of
23 municipal water for the Navajo Nation, the Hopi
24 Tribe, and the San Juan Southern Paiute Tribe in
25 the State; and

1 (5) the limited volume of water to be diverted
2 by the iiná bá – paa tuwaqat’si pipeline and Navajo-
3 Gallup Water Supply Project to supply municipal
4 Uses in the State.

5 (g) EFFICIENT USE.—The diversions and Uses au-
6 thorized for the iiná bá – paa tuwaqat’si pipeline under
7 this Act represent unique and efficient Uses of Colorado
8 River apportionments in a manner that Congress has de-
9 termined would be consistent with the obligations of the
10 United States to the Navajo Nation and the Hopi Tribe.

11 (h) NO EFFECT ON ENFORCEMENT OF ENVIRON-
12 MENTAL LAWS.—Nothing in this Act precludes the United
13 States from enforcing the requirements of—

14 (1) the Comprehensive Environmental Re-
15 sponse, Compensation, and Liability Act of 1980 (42
16 U.S.C. 9601 et seq.) (including claims for damages
17 to natural resources);

18 (2) the Safe Drinking Water Act (42 U.S.C.
19 300f et seq.);

20 (3) the Federal Water Pollution Control Act
21 (33 U.S.C. 1251 et seq.);

22 (4) the Solid Waste Disposal Act (42 U.S.C.
23 6901 et seq.) (commonly known as the “Resource
24 Conservation and Recovery Act of 1976”); or

1 (5) the implementing regulations of those Acts.

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