

114TH CONGRESS  
2D SESSION

**S.** \_\_\_\_\_

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

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IN THE SENATE OF THE UNITED STATES

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

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**A BILL**

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

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Hualapai Tribe Water  
5 Rights Settlement Act of 2016”.

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

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

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

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

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

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

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

24 **SEC. 3. DEFINITIONS.**

25 In this Act:

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Tribe water rights settlement agreement as Exhibit  
2 4.3.3.

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

7 (10) CAP CONTRACTOR.—

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

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

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

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

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

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

3           (A) the 1 or more entities authorized to as-  
4 sume responsibility for the care, operation,  
5 maintenance, and replacement of the CAP sys-  
6 tem; and

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

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

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

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

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

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

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

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

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

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

18 (A) the Mark Wilmer Pumping Plant;

19 (B) the Hayden-Rhodes Aqueduct;

20 (C) the Fannin-McFarland Aqueduct;

21 (D) the Tucson Aqueduct;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22          (32) EXCHANGE.—The term “exchange” means  
23          a trade between 1 or more persons of any water for  
24          any other water, if each person has a right or claim  
25          to use the water the person provides in the trade, re-

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

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

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

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

22           (34) FREEPORT.—

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

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

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

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

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

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

1 (A) surface water;

2 (B) effluent; or

3 (C) Colorado River water.

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

7 (A) is located in the State;

8 (B) is located outside the exterior bound-  
9 aries of the Hualapai Reservation or Hualapai  
10 trust land; and

11 (C) as of the enforceability date, is owned  
12 by the Hualapai Tribe, including ownership  
13 through a related entity.

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

16 (A) the Hualapai Reservation;

17 (B) Hualapai trust land; and

18 (C) Hualapai fee land.

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

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

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

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

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

11 (43) HUALAPAI TRIBE.—The term “Hualapai  
12 Tribe” means the Hualapai Tribe, a federally recog-  
13 nized Indian tribe of Hualapai Indians organized  
14 under section 16 of the Act of June 18, 1934 (25  
15 U.S.C. 476) (commonly known as the “Indian Reor-  
16 ganization Act”).

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

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

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

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

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

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

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

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

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

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

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

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

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

7                       (A) located—

8                               (i) in the State; and

9                               (ii) outside the exterior boundaries of  
10       the Hualapai Reservation; and

11                       (B) as of the enforceability date, held in  
12       trust by the United States for the benefit of the  
13       Hualapai Tribe.

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

17               (49) HUALAPAI WATER PROJECT ACCOUNT.—  
18       The term “Hualapai Water Project Account” means  
19       the account established by section 6(b)(1).

20               (50) INDIAN TRIBE.—The term “Indian tribe”  
21       has the meaning given the term in section 4 of the  
22       Indian Self-Determination and Education Assistance  
23       Act (25 U.S.C. 450b).

24               (51) INJURY TO WATER RIGHTS.—

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

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

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

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

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

19 (55) OM&R.—The term “OM&R” means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4           (60) PERSON.—

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

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

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

8 (61) PRECONSTRUCTION ACTIVITY.—

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

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

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

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

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

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

6                   (A) groundwater;

7                   (B) surface water;

8                   (C) effluent; or

9                   (D) Colorado River water.

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

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

17 (a) RATIFICATION.—

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

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

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

8 (b) EXECUTION.—

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

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

25 (c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

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

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

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

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

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

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

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

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

13 (i) after the enforceability date; and  
14 (ii) in accordance with section  
15 10(b)(1).

16 (D) All Hualapai Tribe CAP Water.

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

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

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

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

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

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

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

23          (e) COLORADO RIVER WATER ENTITLEMENTS.—

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

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

5 (2) STORAGE.—

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

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

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

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

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

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

1 **SEC. 6. AUTHORIZATION FOR CONSTRUCTION OF MUNIC-**  
2 **IPAL, DOMESTIC, COMMERCIAL, AND INDUS-**  
3 **TRIAL WATER PROJECTS; FUNDING.**

4 (a) HUALAPAI WATER PROJECT.—

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

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

18 (3) SCOPE.—

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

1 design and construction activities, the Secretary  
2 shall—

3 (i) review the design of the proposed  
4 construction;

5 (ii) perform value engineering anal-  
6 yses; and

7 (iii) perform appropriate Federal com-  
8 pliance activities.

9 (B) REQUIREMENTS.—The Hualapai  
10 Water Project shall—

11 (i) be capable of delivering 3,414 AFY  
12 of water from the Colorado River to the  
13 Reservation;

14 (ii) include all facilities and appur-  
15 tenant items necessary to divert, store,  
16 treat, and deliver water for municipal,  
17 commercial, and industrial uses on the  
18 Hualapai Reservation; and

19 (iii) to the maximum extent prac-  
20 ticable, be designed and constructed to  
21 minimize OM&R costs.

22 (C) NEGOTIATIONS WITH HUALAPAI  
23 TRIBE.—On the basis of the review described in  
24 subparagraph (A)(i), the Secretary shall peri-  
25 odically offer to negotiate and reach agreement

1 with the Hualapai Tribe regarding any appro-  
2 priate changes to the final design—

3 (i) to ensure that the final design  
4 meets applicable industry standards;

5 (ii) to improve the cost-effectiveness  
6 of the delivery of Colorado River water;  
7 and

8 (iii) to ensure that the Hualapai  
9 Water Project will be constructed using  
10 only the amounts made available pursuant  
11 to subsection (b)(6).

12 (4) APPLICABILITY OF ISDEAA.—On request of  
13 the Hualapai Tribe and in accordance with the In-  
14 dian Self-Determination and Education Assistance  
15 Act (25 U.S.C. 450 et seq.), the Secretary shall  
16 enter into 1 or more agreements with the Hualapai  
17 Tribe to carry out this subsection.

18 (5) OPERATION AND MAINTENANCE.—

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

1 the Commissioner, in consultation with the  
2 Hualapai Tribe, shall operate, maintain, and re-  
3 place the Hualapai Water Project.

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

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

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

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

23 (6) TITLE TO HUALAPAI WATER PROJECT.—

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

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

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

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

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

14 (B) LIMITATION ON LIABILITY.—

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

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

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

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

14 (7) TECHNICAL ASSISTANCE.—

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

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

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

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

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

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

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

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

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

24 (9) AUTHORIZATION TO CONSTRUCT.—

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

5 (B) PRECONSTRUCTION ACTIVITIES.—

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

14 (I) preconstruction activities; and  
15 (II) necessary environmental  
16 studies.

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

24 (b) HUALAPAI WATER PROJECT ACCOUNT.—

25 (1) ESTABLISHMENT.—

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

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

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

14 (2) MANAGEMENT.—

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

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

21 (ii) this subsection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17           (6) AUTHORIZATION OF APPROPRIATIONS.—

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

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

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

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

8           (1) ESTABLISHMENT.—

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

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

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

22          (2) MANAGEMENT.—

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

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

4 (ii) this subsection.

5 (B) INVESTMENTS.—The Secretary shall  
6 invest amounts in the Hualapai OM&R Trust  
7 Account in accordance with the laws and obliga-  
8 tions described in clauses (i) through (iii) of  
9 subsection (b)(2)(B).

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

17 (4) AUTHORIZATION OF APPROPRIATIONS.—

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

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

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

9           (a) HUALAPAI TRIBE.—

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

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

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

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

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

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

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

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

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

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

1 (vii) claims for water rights of the  
2 Hualapai Tribe or United States, acting as  
3 trustee for the Hualapai Tribe and mem-  
4 bers of the Hualapai Tribe with respect to  
5 Parcel 3, in excess of 300 AFY.

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

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

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

1 any Federal or State court of competent  
2 jurisdiction;

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

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

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

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

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

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

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

9 (2) CLAIMS AGAINST UNITED STATES.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 8 (i) Parcel 1, in excess of 82 AFY; or  
9 (ii) Parcel 2, in excess of 312 AFY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10          (2) EFFECTIVE DATE.—The waiver and release  
11          of claims described in paragraph (1) shall take effect  
12          on the enforceability date.

13          (3) RETENTION OF CLAIMS.—Notwithstanding  
14          the waiver and release of claims described in para-  
15          graph (1), the United States shall retain any right  
16          to assert any claim not expressly waived in accord-  
17          ance with paragraph (1), including any right to as-  
18          sert a claim for injury to, and seek enforcement of,  
19          any right of the United States under the Bill Wil-  
20          liams agreements or the Bill Williams Act, in any  
21          Federal or State court of competent jurisdiction.

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

25          (1) CLAIMS AGAINST FREEPORT.—

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

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

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

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

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

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

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

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

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

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

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

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

24 (2) NO PRECEDENTIAL EFFECT.—

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

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

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

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

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

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

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

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

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

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

13 (a) HUALAPAI TRIBE AND MEMBERS.—

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

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

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

19 (b) ALLOTTEE WATER CLAIMS.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 (2) VALENTINE CEMETERY.—W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>  
24 sec. 22, T. 23 N., R. 13 W., Gila and Salt River  
25 Base and Meridian, Mohave County, Arizona.

1           (3) TRUXTON TRIANGLE.—That portion of the  
2           S<sup>1</sup>/<sub>2</sub> sec. 3, lying south of the south boundary of the  
3           Hualapai Reservation and north of the north right-  
4           of-way boundary of Arizona Highway 66, and  
5           bounded by the west section line of that sec. 3 and  
6           the south section line of that sec. 3, T. 24 N., R.  
7           12 W., Gila and Salt River Base and Meridian, Mo-  
8           have County, Arizona.

9           (4) HUNT PARCEL 4.—SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> sec. 7, T.  
10          25 N., R. 13 W., Gila and Salt River Base and Me-  
11          ridian, Mohave County, Arizona.

12          (5) HUNT PARCEL 5.—SE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>SW<sup>1</sup>/<sub>4</sub>, and  
13          SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> sec. 1, T. 25 N., R. 14 W., Gila and  
14          Salt River Base and Meridian, Mohave County, Ari-  
15          zona.

16          (6) HUNT PARCELS 1 AND 2.—In T. 26 N., R.  
17          14 W., Gila and Salt River Base and Meridian, Mo-  
18          have County, Arizona—

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

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

21          (7) HUNT PARCEL 3.—SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> sec. 25, T.  
22          27 N., R. 15 W., Gila and Salt River Base and Me-  
23          ridian, Mohave County, Arizona.

24          (b) FUTURE TRUST LAND.—

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

7                   (A) that specifically authorizes the transfer  
8                   of the land for the benefit of the Hualapai  
9                   Tribe; and

10                   (B) the date of enactment of which is after  
11                   the date of enactment of this Act.

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

15                   (A) shall include water rights only under  
16                   State law; and

17                   (B) shall not include any federally reserved  
18                   water rights.

19 **SEC. 11. REALLOCATION OF CAP NIA PRIORITY WATER;**  
20 **FIRMING; WATER DELIVERY CONTRACT; COL-**  
21 **ORADO RIVER ACCOUNTING.**

22           (a) REALLOCATION TO THE HUALAPAI TRIBE.—On  
23           the enforceability date, the Secretary shall reallocate to  
24           the Hualapai Tribe the Hualapai Tribe CAP water.

25           (b) FIRMING.—

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

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

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

18           (2) ADDITIONAL FIRING.—The Hualapai  
19 Tribe may, at the expense of the Hualapai Tribe,  
20 take additional actions to firm or supplement the  
21 Hualapai Tribe CAP water, including by entering  
22 into agreements for that purpose with the Central  
23 Arizona Water Conservation District, the Arizona  
24 Water Banking Authority, or any other lawful au-  
25 thority, in accordance with State law.

1 (c) HUALAPAI TRIBE WATER DELIVERY CON-  
2 TRACT.—

3 (1) IN GENERAL.—In accordance with the  
4 Hualapai Tribe water rights settlement agreement  
5 and the requirements described in paragraph (2),  
6 the Secretary shall enter into the Hualapai Tribe  
7 water delivery contract.

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

10 (A) IN GENERAL.—The Hualapai Tribe  
11 water delivery contract shall—

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

15 (ii) take effect on the enforceability  
16 date; and

17 (iii) be without limit as to term.

18 (B) HUALAPAI TRIBE CAP WATER.—

19 (i) IN GENERAL.—The Hualapai  
20 Tribe CAP water may be delivered for use  
21 in the lower basin in Arizona through—

22 (I) the Hualapai Water Project;

23 or

24 (II) the CAP system.

1                   (ii) METHOD OF DELIVERY.—The  
2                   Secretary shall authorize the delivery of  
3                   Hualapai Tribe CAP water under this  
4                   clause to be effected by the diversion and  
5                   use of water directly from the Colorado  
6                   River in Arizona.

7                   (C) CONTRACTUAL DELIVERY.—The Sec-  
8                   retary shall deliver the Hualapai Tribe CAP  
9                   water to the Hualapai Tribe in accordance with  
10                  the terms and conditions of the Hualapai Tribe  
11                  water delivery contract.

12                  (D) DISTRIBUTION OF CAP NIA PRIORITY  
13                  WATER.—

14                  (i) IN GENERAL.—Except as provided  
15                  in clause (ii), if, for any year, the available  
16                  CAP supply is insufficient to meet all de-  
17                  mands under CAP contracts and CAP sub-  
18                  contracts for the delivery of CAP NIA pri-  
19                  ority water, the Secretary and the CAP op-  
20                  erating agency shall prorate the available  
21                  CAP NIA priority water among the CAP  
22                  contractors and CAP subcontractors hold-  
23                  ing contractual entitlements to CAP NIA  
24                  priority water on the basis of the quantity  
25                  of CAP NIA priority water used by each

1 such CAP contractor and CAP subcon-  
2 tractor in the last year in which the avail-  
3 able CAP supply was sufficient to fill all  
4 orders for CAP NIA priority water.

5 (ii) EXCEPTION.—

6 (I) IN GENERAL.—Notwith-  
7 standing clause (i), if the available  
8 CAP supply is insufficient to meet all  
9 demands under CAP contracts and  
10 CAP subcontracts for the delivery of  
11 CAP NIA priority water in the year  
12 following the year in which the en-  
13 forceability date occurs, the Secretary  
14 shall assume that the Hualapai Tribe  
15 used the full volume of Hualapai  
16 Tribe CAP water in the last year in  
17 which the available CAP supply was  
18 sufficient to fill all orders for CAP  
19 NIA priority water.

20 (II) CONTINUATION.—The as-  
21 sumption described in subclause (I)  
22 shall continue until the available CAP  
23 supply is sufficient to meet all de-  
24 mands under CAP contracts and CAP

1 subcontracts for the delivery of CAP  
2 NIA priority water.

3 (III) DETERMINATION.—The  
4 Secretary shall determine the quantity  
5 of CAP NIA priority water used by  
6 the Gila River Indian Community and  
7 the Tohono O’odham Nation in the  
8 last year in which the available CAP  
9 supply was sufficient to fill all orders  
10 for CAP NIA priority water in a man-  
11 ner consistent with the settlement  
12 agreements with those tribes.

13 (E) LEASES AND EXCHANGES OF  
14 HUALAPAI TRIBE CAP WATER.—On and after  
15 the date on which the Hualapai Tribe water de-  
16 livery contract becomes effective, the Hualapai  
17 Tribe may, with the approval of the Secretary,  
18 enter into contracts or options to lease, or con-  
19 tracts or options to exchange, the Hualapai  
20 Tribe CAP water within the lower basin in Ari-  
21 zona, providing for the temporary delivery to  
22 other persons of any portion of Hualapai Tribe  
23 CAP water.

24 (F) TERM OF LEASES AND EXCHANGES.—

1 (i) LEASING.—Contracts to lease and  
2 options to lease under subparagraph (E)  
3 shall be for a term of not more than 100  
4 years.

5 (ii) EXCHANGING.—Contracts to ex-  
6 change and options to exchange under sub-  
7 paragraph (E) shall be for the term pro-  
8 vided for in the contract or option, as ap-  
9 plicable.

10 (iii) RENEGOTIATION.—The Hualapai  
11 Tribe may, with the approval of the Sec-  
12 retary, renegotiate any lease described in  
13 subparagraph (E), at any time during the  
14 term of the lease, if the term of the re-  
15 negotiated lease does not exceed 100 years.

16 (G) PROHIBITION ON PERMANENT ALIEN-  
17 ATION.—No Hualapai Tribe CAP water may be  
18 permanently alienated.

19 (H) NO FIRING OF LEASED WATER.—  
20 The firming obligations described in subsection  
21 (b)(1) shall not apply to any Hualapai Tribe  
22 CAP water leased by the Hualapai Tribe to an-  
23 other person.

1 (I) ENTITLEMENT TO LEASE AND EX-  
2 CHANGE FUNDS; OBLIGATIONS OF UNITED  
3 STATES.—

4 (i) ENTITLEMENT.—

5 (I) IN GENERAL.—The Hualapai  
6 Tribe shall be entitled to all consider-  
7 ation due to the Hualapai Tribe under  
8 any contract to lease, option to lease,  
9 contract to exchange, or option to ex-  
10 change the Hualapai Tribe CAP water  
11 entered into by the Hualapai Tribe.

12 (II) EXCLUSION.—The United  
13 States shall not, in any capacity, be  
14 entitled to the consideration described  
15 in subclause (I).

16 (ii) OBLIGATIONS OF UNITED  
17 STATES.—The United States shall not, in  
18 any capacity, have any trust or other obli-  
19 gation to monitor, administer, or account  
20 for, in any manner, any funds received by  
21 the Hualapai Tribe as consideration under  
22 any contract to lease, option to lease, con-  
23 tract exchange, or option to exchange the  
24 Hualapai Tribe CAP water entered into by  
25 the Hualapai Tribe, except in a case in

1 which the Hualapai Tribe deposits the pro-  
2 ceeds of any lease, option to lease, ex-  
3 change, or option to exchange into an ac-  
4 count held in trust for the Hualapai Tribe  
5 by the United States.

6 (J) WATER USE AND STORAGE.—

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

12 (ii) STORAGE.—The Hualapai Tribe,  
13 in accordance with State law, may store  
14 the Hualapai Tribe CAP water at 1 or  
15 more underground storage facilities or  
16 groundwater savings facilities, subject to  
17 the condition that, if the Hualapai Tribe  
18 stores Hualapai Tribe CAP water that has  
19 been firmed pursuant to subsection (b)(1),  
20 the stored water may only be—

21 (I) used by the Hualapai Tribe;

22 or

23 (II) exchanged by the Hualapai  
24 Tribe for water that will be used by  
25 the Hualapai Tribe.

1                   (iii) ASSIGNMENT.—The Hualapai  
2                   Tribe, in accordance with State law, may  
3                   assign any long-term storage credit ac-  
4                   crued as a result of storage described in  
5                   clause (ii), subject to the condition that the  
6                   Hualapai Tribe shall not assign any long-  
7                   term storage credit accrued as a result of  
8                   the storage of Hualapai Tribe CAP water  
9                   that has been firmed pursuant to sub-  
10                  section (b)(1).

11                  (K) USE OUTSIDE STATE.—The Hualapai  
12                  Tribe may not use, lease, exchange, forbear, or  
13                  otherwise transfer any Hualapai Tribe CAP  
14                  water for use directly or indirectly outside of  
15                  the lower basin in Arizona.

16                  (L) CAP FIXED OM&R CHARGES.—

17                  (i) IN GENERAL.—The CAP operating  
18                  agency shall be paid the CAP fixed OM&R  
19                  charges associated with the delivery of all  
20                  the Hualapai Tribe CAP water.

21                  (ii) PAYMENT OF CHARGES.—Except  
22                  as provided in subparagraph (O), all CAP  
23                  fixed OM&R charges associated with the  
24                  delivery of the Hualapai Tribe CAP water  
25                  to the Hualapai Tribe shall be paid by—

1 (I) the Secretary, pursuant to  
2 section 403(f)(2)(A) of the Colorado  
3 River Basin Project Act (43 U.S.C.  
4 1543(f)(2)(A)), subject to the condi-  
5 tion that funds for that payment are  
6 available in the Lower Colorado River  
7 Basin Development Fund; and

8 (II) if the funds described in sub-  
9 clause (I) become unavailable, the  
10 Hualapai Tribe.

11 (M) CAP PUMPING ENERGY CHARGES.—

12 (i) IN GENERAL.—The CAP operating  
13 agency shall be paid the CAP pumping en-  
14 ergy charges associated with the delivery of  
15 all the Hualapai Tribe CAP water only in  
16 cases in which the CAP system is used for  
17 the delivery of that water.

18 (ii) PAYMENT OF CHARGES.—Except  
19 for CAP Water not delivered through the  
20 CAP System, which does not incur a CAP  
21 pumping energy charge, or water delivered  
22 to other persons as described in subpara-  
23 graph (O), any applicable CAP pumping  
24 energy charges associated with the delivery

1 of the Hualapai Tribe CAP water shall be  
2 paid by the Hualapai Tribe.

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

10 (O) LESSEE RESPONSIBILITY FOR  
11 CHARGES.—

12 (i) IN GENERAL.—Any lease or option  
13 to lease providing for the temporary deliv-  
14 ery to other persons of any Hualapai Tribe  
15 CAP water shall require the lessee to pay  
16 the CAP operating agency all CAP fixed  
17 OM&R charges and all CAP pumping en-  
18 ergy charges associated with the delivery of  
19 the leased water.

20 (ii) NO RESPONSIBILITY FOR PAY-  
21 MENT.—Neither the Hualapai Tribe nor  
22 the United States in any capacity shall be  
23 responsible for the payment of any charges  
24 associated with the delivery of the

1           Hualapai Tribe CAP water leased to other  
2           persons.

3           (P) ADVANCE PAYMENT.—No Hualapai  
4           Tribe CAP water shall be delivered unless the  
5           CAP fixed OM&R charges and any applicable  
6           CAP pumping energy charges associated with  
7           the delivery of that water have been paid in ad-  
8           vance.

9           (Q) CALCULATION.—The charges for deliv-  
10          ery of the Hualapai Tribe CAP water pursuant  
11          to the Hualapai Tribe water delivery contract  
12          shall be calculated in accordance with the CAP  
13          repayment stipulation.

14          (R) CAP REPAYMENT.—For purposes of  
15          determining the allocation and repayment of  
16          costs of any stages of the CAP system con-  
17          structed after November 21, 2007, the costs as-  
18          sociated with the delivery of the Hualapai Tribe  
19          CAP water, regardless of whether the Hualapai  
20          Tribe CAP water is delivered for use by the  
21          Hualapai Tribe or in accordance with any lease,  
22          option to lease, exchange, or option to exchange  
23          providing for the delivery to other persons of  
24          the Hualapai Tribe CAP water, shall be—

25                           (i) nonreimbursable; and

1 (ii) excluded from the repayment obli-  
2 gation of the Central Arizona Water Con-  
3 servation District.

4 (S) NONREIMBURSABLE CAP CONSTRUC-  
5 TION COSTS.—

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

10 (I) the costs shall be nonreim-  
11 bursable; and

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

15 (ii) CAPITAL CHARGES.—No CAP  
16 water service capital charges shall be due  
17 or payable for the Hualapai Tribe CAP  
18 water, regardless of whether the water—

19 (I) is delivered for use by the  
20 Hualapai Tribe; or

21 (II) is delivered under any lease,  
22 option to lease, exchange, or option to  
23 exchange the Hualapai Tribe CAP  
24 water entered into by the Hualapai  
25 Tribe.

1 (d) COLORADO RIVER ACCOUNTING.—All Hualapai  
2 Tribe CAP water diverted directly from the Colorado  
3 River shall be accounted for as deliveries of CAP water  
4 within the State.

5 **SEC. 12. ENFORCEABILITY DATE.**

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

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

15 (A) the Hualapai Tribe water rights settle-  
16 ment agreement has been revised through an  
17 amendment to eliminate the conflict; and

18 (B) the revised Hualapai Tribe water  
19 rights settlement agreement, including any ex-  
20 hibit to that agreement requiring execution by  
21 any party to the agreement, has been executed  
22 by the required party;

23 (2) the waivers and releases of claims described  
24 in section 7 have been executed by the Hualapai  
25 Tribe and the United States;

1           (3) the abstracts referenced in subparagraphs  
2           4.8.1.2, 4.8.2.1, and 4.8.2.2 of the Hualapai Tribe  
3           water rights settlement agreement have been com-  
4           pleted by the Hualapai Tribe;

5           (4) the full amount described in section  
6           6(b)(6)(A), as adjusted by section 6(b)(6)(B), has  
7           been deposited in the Hualapai Water Project Ac-  
8           count;

9           (5) the full amount described in section  
10          6(c)(4)(A), as adjusted by section 6(c)(4)(B), has  
11          been deposited in the Hualapai OM&R Trust Ac-  
12          count;

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

16          (7) the Gila River adjudication decree has been  
17          approved by the Gila River adjudication court sub-  
18          stantially in the form of the judgment and decree at-  
19          tached to the Hualapai Tribe water rights settlement  
20          agreement as exhibit 3.1.43;

21          (8) the Secretary has executed the Hualapai  
22          Tribe water delivery contract described in section  
23          11(c); and

24          (9) the Secretary has issued a final Record of  
25          Decision approving the construction of the Hualapai

1 Water Project in a configuration substantially as de-  
2 scribed in section 6.

3 (b) REPEAL ON FAILURE TO MEET ENFORCEABILITY  
4 DATE.—

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

9 (A) this Act is repealed; and

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

13 (ii) any amounts appropriated under sec-  
14 tion 6, together with any investment earnings  
15 on those amounts, less any amounts expended  
16 under section 6(a)(9)(B), shall revert imme-  
17 diately to the general fund of the Treasury.

18 (2) SEVERABILITY.—Notwithstanding para-  
19 graph (1), if the Secretary fails to publish in the  
20 Federal Register a statement of findings under sub-  
21 section (a) by October 15, 2027, sections 9 and  
22 10(a) shall remain in effect.

23 (c) RIGHT TO OFFSET.—If the Secretary has not  
24 published in the Federal Register the statement of find-  
25 ings under subsection (a) by October 15, 2027, the United

1 States shall be entitled to offset any Federal amounts  
2 made available under section 6(a)(9) that were used or  
3 authorized for any use under that subsection against any  
4 claim asserted by the Hualapai Tribe against the United  
5 States described in section 7(a)(2)(A).

6 (d) ENFORCEABILITY DATE FOR BILL WILLIAMS  
7 RIVER PHASE 2 WATER RIGHTS SETTLEMENT AGREE-  
8 MENT.—Notwithstanding subsection (a), the Bill Williams  
9 River phase 2 water rights settlement agreement (includ-  
10 ing the waivers and releases described in section 7(d) of  
11 this Act or section 5 of the Bill Williams River phase 2  
12 water rights settlement agreement) shall take effect and  
13 become enforceable among the parties to the Bill Williams  
14 River phase 2 water rights settlement agreement on the  
15 date on which all of the following conditions have oc-  
16 curred:

17 (1) The Hualapai Tribe water rights settlement  
18 agreement becomes enforceable pursuant to sub-  
19 section (a).

20 (2) Freeport has submitted to the Arizona De-  
21 partment of Water Resources a conditional with-  
22 drawal of any objection to the Bill Williams River  
23 watershed instream flow applications pursuant to  
24 section 4.4(i) of the Bill Williams River phase 2  
25 water rights settlement agreement, which withdrawal

1 shall take effect on the enforceability date described  
2 in this subsection.

3 (3) Not later than the enforceability date de-  
4 scribed in subsection (a), the Arizona Department of  
5 Water Resources has issued an appealable, condi-  
6 tional decision and order for the Bill Williams River  
7 watershed instream flow applications pursuant to  
8 section 4.4(iii) of the Bill Williams River phase 2  
9 water rights settlement agreement, which order shall  
10 become nonconditional and effective on the enforce-  
11 ability date described in this subsection.

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

14 (A) becomes final; and

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

16 **SEC. 13. ADMINISTRATION.**

17 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY.—

18 (1) WAIVER.—

19 (A) IN GENERAL.—In any circumstance  
20 described in paragraph (2)—

21 (i) the United States or the Hualapai  
22 Tribe may be joined in the action described  
23 in the applicable subparagraph of that  
24 paragraph; and

1 (ii) subject to subparagraph (B), any  
2 claim by the United States or the Hualapai  
3 Tribe to sovereign immunity from the ac-  
4 tion is waived.

5 (B) LIMITATION.—A waiver under sub-  
6 paragraph (A)(ii)—

7 (i) shall only be for the limited and  
8 sole purpose of the interpretation or en-  
9 forcement of—

10 (I) this Act;

11 (II) the Hualapai Tribe water  
12 rights settlement agreement; or

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

15 (aa) the Bill Williams Act;

16 or

17 (bb) the Bill Williams agree-  
18 ments; and

19 (ii) shall not include any award  
20 against the Hualapai Tribe for money  
21 damages, court costs, or attorneys fees.

22 (2) CIRCUMSTANCES DESCRIBED.—A cir-  
23 cumstance referred to in paragraph (1)(A) is any of  
24 the following:

1 (A) Any party to the Hualapai Tribe water  
2 rights settlement agreement—

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

6 (I) this Act; or

7 (II) the Hualapai Tribe water  
8 rights settlement agreement; and

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

11 (B) Any landowner or water user in the  
12 Verde River Watershed or the Colorado River  
13 basin within the State of Arizona—

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

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

20 (II) section 7; and

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

23 (C) The State of California or the State of  
24 Nevada—

1 (i) brings an action in any Federal or  
2 State court relating only and directly to  
3 the interpretation or enforcement of a pro-  
4 vision relating to the Colorado River  
5 under—

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

9 (II) section 7; and

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

12 (D) Any party to the Bill Williams agree-  
13 ments—

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

17 (I) the Bill Williams Act; or

18 (II) the Bill Williams agree-  
19 ments; and

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

22 (b) ANTIDEFICIENCY.—Notwithstanding any author-  
23 ization of appropriations to carry out this Act, the United  
24 States shall not be liable for any failure of the United  
25 States to carry out any obligation or activity authorized

1 by this Act (including all titles and all agreements or ex-  
2 hibits ratified or confirmed by this Act) if—

3 (1) adequate appropriations are not provided  
4 expressly by Congress to carry out the purposes of  
5 this Act; or

6 (2) there are not enough monies available to  
7 carry out this Act in the Lower Colorado River  
8 Basin Development Fund established by section  
9 403(a) of the Colorado River Basin Project Act (43  
10 U.S.C. 1543(a)).

11 (c) APPLICATION OF RECLAMATION REFORM ACT OF  
12 1982.—The Reclamation Reform Act of 1982 (43 U.S.C.  
13 390aa et seq.) and any other acreage limitation or full-  
14 cost pricing provision of Federal law shall not apply to  
15 any person, entity, or tract of land solely on the basis of—

16 (1) receipt of any benefit under this Act;

17 (2) execution or performance of this Act; or

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

20 (d) EFFECT.—

21 (1) DEFINITION OF COLORADO RIVER  
22 WATER.—The definition of “Colorado River water”  
23 contained in section 3, or in any provision of  
24 Hualapai Tribe water rights settlement agreement—

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

4 (B) shall not be used for any interpreta-  
5 tion of any other applicable provision of Federal  
6 law, including—

7 (i) the Colorado River Compact;

8 (ii) section 5 of the Boulder Canyon  
9 Project Act (43 U.S.C. 617d);

10 (iii) the Colorado River Basin Project  
11 Act (Public Law 90–537; 82 Stat. 885);  
12 and

13 (iv) any contract or agreement en-  
14 tered into pursuant a law described in  
15 clause (i), (ii), or (iii).

16 (2) NO MODIFICATION OR PREEMPTION OF  
17 OTHER LAW.—Unless expressly provided in this Act,  
18 nothing in this Act modifies, conflicts with, pre-  
19 empts, or otherwise affects—

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

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

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

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

6 (E) the Treaty between the United States  
7 of America and Mexico respecting utilization of  
8 waters of the Colorado and Tijuana Rivers and  
9 of the Rio Grande, signed at Washington Feb-  
10 ruary 3, 1944 (59 Stat. 1219);

11 (F) the Colorado River Compact;

12 (G) the Upper Colorado River Basin Com-  
13 pact;

14 (H) the Omnibus Public Land Manage-  
15 ment Act of 2009 (Public Law 111–11; 123  
16 Stat. 991); or

17 (I) case law concerning water rights in the  
18 Colorado River system other than any case to  
19 enforce the Hualapai Tribe water rights settle-  
20 ment agreement or this Act.

21 (3) EFFECT ON AGREEMENTS.—Nothing in this  
22 Act or the Hualapai Tribe water rights settlement  
23 agreement limits the right of the Hualapai Tribe to  
24 enter into any agreement for the storage or banking  
25 of water in accordance with State law with—

1                   (A) the Arizona Water Banking Authority  
2                   (or a successor agency or entity); or

3                   (B) any other lawful authority .

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

5                   (A) quantifies or otherwise affects the  
6                   water rights, claims, or entitlements to water of  
7                   any Indian tribe, nation, band, or community,  
8                   other than the Hualapai Tribe;

9                   (B) affects the ability of the United States  
10                  to take action on behalf of any Indian tribe, na-  
11                  tion, band, or community, other than the  
12                  Hualapai Tribe, the members of the Hualapai  
13                  Tribe, and the allottees; or

14                  (C) limits the right of the Hualapai Tribe  
15                  to use any water of the Hualapai Tribe in any  
16                  location on the Hualapai Reservation.