

PL 111-11 (TITLE X,  
SUBTITLE B)

Passed Senate 3/19/09

Passed House 7/25/09 as HR 146

Signed by President 3/30/09

111TH CONGRESS  
1ST SESSION

## S. 22

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### AN ACT

To designate certain land as components of the National Wilderness Preservation System, to authorize certain programs and activities in the Department of the Interior and the Department of Agriculture, 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,*

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

2 (a) **SHORT TITLE.**—This Act may be cited as the  
3 “Omnibus Public Land Management Act of 2009”.

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

Sec. 1. Short title; table of contents.

**TITLE I—ADDITIONS TO THE NATIONAL WILDERNESS  
PRESERVATION SYSTEM**

**Subtitle A—Wild Monongahela Wilderness**

- Sec. 1001. Designation of wilderness, Monongahela National Forest, West Virginia.  
Sec. 1002. Boundary adjustment, Laurel Fork South Wilderness, Monongahela National Forest.  
Sec. 1003. Monongahela National Forest boundary confirmation.  
Sec. 1004. Enhanced Trail Opportunities.

**Subtitle B—Virginia Ridge and Valley Wilderness**

- Sec. 1101. Definitions.  
Sec. 1102. Designation of additional National Forest System land in Jefferson National Forest, Virginia, as wilderness or a wilderness study area.  
Sec. 1103. Designation of Kimberling Creek Potential Wilderness Area, Jefferson National Forest, Virginia.  
Sec. 1104. Seng Mountain and Bear Creek Scenic Areas, Jefferson National Forest, Virginia.  
Sec. 1105. Trail plan and development.  
Sec. 1106. Maps and boundary descriptions.  
Sec. 1107. Effective date.

**Subtitle C—Mt. Hood Wilderness, Oregon**

- Sec. 1201. Definitions.  
Sec. 1202. Designation of wilderness areas.  
Sec. 1203. Designation of streams for wild and scenic river protection in the Mount Hood area.  
Sec. 1204. Mount Hood National Recreation Area.  
Sec. 1205. Protections for Crystal Springs, Upper Big Bottom, and Cultus Creek.  
Sec. 1206. Land exchanges.  
Sec. 1207. Tribal provisions; planning and studies.

**Subtitle D—Copper Salmon Wilderness, Oregon**

- Sec. 1301. Designation of the Copper Salmon Wilderness.  
Sec. 1302. Wild and Scenic River Designations, Elk River, Oregon.  
Sec. 1303. Protection of tribal rights.

**Subtitle E—Cascade-Siskiyou National Monument, Oregon**

- Sec. 1401. Definitions.
- Sec. 1402. Voluntary grazing lease donation program.
- Sec. 1403. Box R Ranch land exchange.
- Sec. 1404. Deerfield land exchange.
- Sec. 1405. Soda Mountain Wilderness.
- Sec. 1406. Effect.

Subtitle F—Owyhee Public Land Management

- Sec. 1501. Definitions.
- Sec. 1502. Owyhee Science Review and Conservation Center.
- Sec. 1503. Wilderness areas.
- Sec. 1504. Designation of wild and scenic rivers.
- Sec. 1505. Land identified for disposal.
- Sec. 1506. Tribal cultural resources.
- Sec. 1507. Recreational travel management plans.
- Sec. 1508. Authorization of appropriations.

Subtitle G—Sabinoso Wilderness, New Mexico

- Sec. 1601. Definitions.
- Sec. 1602. Designation of the Sabinoso Wilderness.

Subtitle H—Pictured Rocks National Lakeshore Wilderness

- Sec. 1651. Definitions.
- Sec. 1652. Designation of Beaver Basin Wilderness.
- Sec. 1653. Administration.
- Sec. 1654. Effect.

Subtitle I—Oregon Badlands Wilderness

- Sec. 1701. Definitions.
- Sec. 1702. Oregon Badlands Wilderness.
- Sec. 1703. Release.
- Sec. 1704. Land exchanges.
- Sec. 1705. Protection of tribal treaty rights.

Subtitle J—Spring Basin Wilderness, Oregon

- Sec. 1751. Definitions.
- Sec. 1752. Spring Basin Wilderness.
- Sec. 1753. Release.
- Sec. 1754. Land exchanges.
- Sec. 1755. Protection of tribal treaty rights.

Subtitle K—Eastern Sierra and Northern San Gabriel Wilderness, California

- Sec. 1801. Definitions.
- Sec. 1802. Designation of wilderness areas.
- Sec. 1803. Administration of wilderness areas.
- Sec. 1804. Release of wilderness study areas.
- Sec. 1805. Designation of wild and scenic rivers.
- Sec. 1806. Bridgeport Winter Recreation Area.
- Sec. 1807. Management of area within Humboldt-Toiyabe National Forest.
- Sec. 1808. Ancient Bristlecone Pine Forest.

Subtitle L—Riverside County Wilderness, California

- Sec. 1851. Wilderness designation.
- Sec. 1852. Wild and scenic river designations, Riverside County, California.
- Sec. 1853. Additions and technical corrections to Santa Rosa and San Jacinto Mountains National Monument.

Subtitle M—Sequoia and Kings Canyon National Parks Wilderness, California

- Sec. 1901. Definitions.
- Sec. 1902. Designation of wilderness areas.
- Sec. 1903. Administration of wilderness areas.
- Sec. 1904. Authorization of appropriations.

Subtitle N—Rocky Mountain National Park Wilderness, Colorado

- Sec. 1951. Definitions.
- Sec. 1952. Rocky Mountain National Park Wilderness, Colorado.
- Sec. 1953. Grand River Ditch and Colorado-Big Thompson projects.
- Sec. 1954. East Shore Trail Area.
- Sec. 1955. National forest area boundary adjustments.
- Sec. 1956. Authority to lease Leiffer tract.

Subtitle O—Washington County, Utah

- Sec. 1971. Definitions.
- Sec. 1972. Wilderness areas.
- Sec. 1973. Zion National Park wilderness.
- Sec. 1974. Red Cliffs National Conservation Area.
- Sec. 1975. Beaver Dam Wash National Conservation Area.
- Sec. 1976. Zion National Park wild and scenic river designation.
- Sec. 1977. Washington County comprehensive travel and transportation management plan.
- Sec. 1978. Land disposal and acquisition.
- Sec. 1979. Management of priority biological areas.
- Sec. 1980. Public purpose conveyances.
- Sec. 1981. Conveyance of Dixie National Forest land.
- Sec. 1982. Transfer of land into trust for Shivwits Band of Paiute Indians.
- Sec. 1983. Authorizations of appropriations.

TITLE II—BUREAU OF LAND MANAGEMENT AUTHORIZATIONS

Subtitle A—National Landscape Conservation System

- Sec. 2001. Definitions.
- Sec. 2002. Establishment of the National Landscape Conservation System.
- Sec. 2003. Authorization of appropriations.

Subtitle B—Prehistoric Trackways National Monument

- Sec. 2101. Findings.
- Sec. 2102. Definitions.
- Sec. 2103. Establishment.
- Sec. 2104. Administration.
- Sec. 2105. Authorization of appropriations.

Subtitle C—Fort Stanton-Snowy River Cave National Conservation Area

- Sec. 2201. Definitions.

- Sec. 2202. Establishment of the Fort Stanton-Snowy River Cave National Conservation Area.
- Sec. 2203. Management of the Conservation Area.
- Sec. 2204. Authorization of appropriations.

Subtitle D—Snake River Birds of Prey National Conservation Area

- Sec. 2301. Snake River Birds of Prey National Conservation Area.

Subtitle E—Dominguez-Escalante National Conservation Area

- Sec. 2401. Definitions.
- Sec. 2402. Dominguez-Escalante National Conservation Area.
- Sec. 2403. Dominguez Canyon Wilderness Area.
- Sec. 2404. Maps and legal descriptions.
- Sec. 2405. Management of Conservation Area and Wilderness.
- Sec. 2406. Management plan.
- Sec. 2407. Advisory council.
- Sec. 2408. Authorization of appropriations.

Subtitle F—Rio Puerco Watershed Management Program

- Sec. 2501. Rio Puerco Watershed Management Program.

Subtitle G—Land Conveyances and Exchanges

- Sec. 2601. Carson City, Nevada, land conveyances.
- Sec. 2602. Southern Nevada limited transition area conveyance.
- Sec. 2603. Nevada Cancer Institute land conveyance.
- Sec. 2604. Turnabout Ranch land conveyance, Utah.
- Sec. 2605. Boy Scouts land exchange, Utah.
- Sec. 2606. Douglas County, Washington, land conveyance.
- Sec. 2607. Twin Falls, Idaho, land conveyance.
- Sec. 2608. Sunrise Mountain Instant Study Area release, Nevada.
- Sec. 2609. Park City, Utah, land conveyance.
- Sec. 2610. Release of reversionary interest in certain lands in Reno, Nevada.
- Sec. 2611. Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria.

TITLE III—FOREST SERVICE AUTHORIZATIONS

Subtitle A—Watershed Restoration and Enhancement

- Sec. 3001. Watershed restoration and enhancement agreements.

Subtitle B—Wildland Firefighter Safety

- Sec. 3101. Wildland firefighter safety.

Subtitle C—Wyoming Range

- Sec. 3201. Definitions.
- Sec. 3202. Withdrawal of certain land in the Wyoming range.
- Sec. 3203. Acceptance of the donation of valid existing mining or leasing rights in the Wyoming range.

Subtitle D—Land Conveyances and Exchanges

- Sec. 3301. Land conveyance to City of Coffman Cove, Alaska.
- Sec. 3302. Beaverhead-Deerlodge National Forest land conveyance, Montana.

- Sec. 3303. Santa Fe National Forest; Pecos National Historical Park Land Exchange.
- Sec. 3304. Santa Fe National Forest Land Conveyance, New Mexico.
- Sec. 3305. Kittitas County, Washington, land conveyance.
- Sec. 3306. Mammoth Community Water District use restrictions.
- Sec. 3307. Land exchange, Wasatch-Cache National Forest, Utah.
- Sec. 3308. Boundary adjustment, Frank Church River of No Return Wilderness.
- Sec. 3309. Sandia pueblo land exchange technical amendment.

#### Subtitle E—Colorado Northern Front Range Study

- Sec. 3401. Purpose.
- Sec. 3402. Definitions.
- Sec. 3403. Colorado Northern Front Range Mountain Backdrop Study.

### TITLE IV—FOREST LANDSCAPE RESTORATION

- Sec. 4001. Purpose.
- Sec. 4002. Definitions.
- Sec. 4003. Collaborative Forest Landscape Restoration Program.
- Sec. 4004. Authorization of appropriations.

### TITLE V—RIVERS AND TRAILS

#### Subtitle A—Additions to the National Wild and Scenic Rivers System

- Sec. 5001. Fossil Creek, Arizona.
- Sec. 5002. Snake River Headwaters, Wyoming.
- Sec. 5003. Taunton River, Massachusetts.

#### Subtitle B—Wild and Scenic Rivers Studies

- Sec. 5101. Missisquoi and Trout Rivers Study.

#### Subtitle C—Additions to the National Trails System

- Sec. 5201. Arizona National Scenic Trail.
- Sec. 5202. New England National Scenic Trail.
- Sec. 5203. Ice Age Floods National Geologic Trail.
- Sec. 5204. Washington-Rochambeau Revolutionary Route National Historic Trail.
- Sec. 5205. Pacific Northwest National Scenic Trail.
- Sec. 5206. Trail of Tears National Historic Trail.

#### Subtitle D—National Trail System Amendments

- Sec. 5301. National Trails System willing seller authority.
- Sec. 5302. Revision of feasibility and suitability studies of existing national historic trails.
- Sec. 5303. Chisholm Trail and Great Western Trails Studies.

### TITLE VI—DEPARTMENT OF THE INTERIOR AUTHORIZATIONS

#### Subtitle A—Cooperative Watershed Management Program

- Sec. 6001. Definitions.
- Sec. 6002. Program.
- Sec. 6003. Effect of subtitle.

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Sec. 6101. Competitive status for certain Federal employees in the State of Alaska.

Subtitle C—Management of the Baca National Wildlife Refuge

Sec. 6201. Baca National Wildlife Refuge.

Subtitle D—Paleontological Resources Preservation

Sec. 6301. Definitions.  
 Sec. 6302. Management.  
 Sec. 6303. Public awareness and education program.  
 Sec. 6304. Collection of paleontological resources.  
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 Sec. 6306. Prohibited acts; criminal penalties.  
 Sec. 6307. Civil penalties.  
 Sec. 6308. Rewards and forfeiture.  
 Sec. 6309. Confidentiality.  
 Sec. 6310. Regulations.  
 Sec. 6311. Savings provisions.  
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Subtitle E—Izembek National Wildlife Refuge Land Exchange

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Subtitle F—Wolf Livestock Loss Demonstration Project

Sec. 6501. Definitions.  
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TITLE VII—NATIONAL PARK SERVICE AUTHORIZATIONS

Subtitle A—Additions to the National Park System

Sec. 7001. Paterson Great Falls National Historical Park, New Jersey.  
 Sec. 7002. William Jefferson Clinton Birthplace Home National Historic Site.  
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Subtitle B—Amendments to Existing Units of the National Park System

Sec. 7101. Funding for Keweenaw National Historical Park.  
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- Sec. 7110. Thomas Edison National Historical Park, New Jersey.
- Sec. 7111. Women's Rights National Historical Park.
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- Sec. 7114. Abraham Lincoln Birthplace National Historical Park.
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- Sec. 7117. Dayton Aviation Heritage National Historical Park, Ohio.
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#### Subtitle C—Special Resource Studies

- Sec. 7201. Walnut Canyon study.
- Sec. 7202. Tule Lake Segregation Center, California.
- Sec. 7203. Estate Grange, St. Croix.
- Sec. 7204. Harriet Beecher Stowe House, Maine.
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#### Subtitle D—Program Authorizations

- Sec. 7301. American Battlefield Protection Program.
- Sec. 7302. Preserve America Program.
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- Sec. 7304. Route 66 Corridor Preservation Program.
- Sec. 7305. National Cave and Karst Research Institute.

#### Subtitle E—Advisory Commissions

- Sec. 7401. Na Hoa Pili O Kaloko-Honokohau Advisory Commission.
- Sec. 7402. Cape Cod National Seashore Advisory Commission.
- Sec. 7403. National Park System Advisory Board.
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- Sec. 7405. St. Augustine 450th Commemoration Commission.

### TITLE VIII—NATIONAL HERITAGE AREAS

#### Subtitle A—Designation of National Heritage Areas

- Sec. 8001. Sangre de Cristo National Heritage Area, Colorado.
- Sec. 8002. Cache La Poudre River National Heritage Area, Colorado.
- Sec. 8003. South Park National Heritage Area, Colorado.
- Sec. 8004. Northern Plains National Heritage Area, North Dakota.
- Sec. 8005. Baltimore National Heritage Area, Maryland.
- Sec. 8006. Freedom's Way National Heritage Area, Massachusetts and New Hampshire.
- Sec. 8007. Mississippi Hills National Heritage Area.
- Sec. 8008. Mississippi Delta National Heritage Area.
- Sec. 8009. Muscle Shoals National Heritage Area, Alabama.



Sec. 8010. Kenai Mountains-Turnagain Arm National Heritage Area, Alaska.

Subtitle B—Studies

Sec. 8101. Chattahoochee Trace, Alabama and Georgia.

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Subtitle C—Amendments Relating to National Heritage Corridors

Sec. 8201. Quinebaug and Shetucket Rivers Valley National Heritage Corridor.

Sec. 8202. Delaware And Lehigh National Heritage Corridor.

Sec. 8203. Erie Canalway National Heritage Corridor.

Sec. 8204. John H. Chafee Blackstone River Valley National Heritage Corridor.

TITLE IX—BUREAU OF RECLAMATION AUTHORIZATIONS

Subtitle A—Feasibility Studies

Sec. 9001. Snake, Boise, and Payette River systems, Idaho.

Sec. 9002. Sierra Vista Subwatershed, Arizona.

Sec. 9003. San Diego Intertie, California.

Subtitle B—Project Authorizations

Sec. 9101. Tumalo Irrigation District Water Conservation Project, Oregon.

Sec. 9102. Madera Water Supply Enhancement Project, California.

Sec. 9103. Eastern New Mexico Rural Water System project, New Mexico.

Sec. 9104. Rancho California Water District project, California.

Sec. 9105. Jackson Gulch Rehabilitation Project, Colorado.

Sec. 9106. Rio Grande Pueblos, New Mexico.

Sec. 9107. Upper Colorado River endangered fish programs.

Sec. 9108. Santa Margarita River, California.

Sec. 9109. Elsinore Valley Municipal Water District.

Sec. 9110. North Bay Water Reuse Authority.

Sec. 9111. Prado Basin Natural Treatment System Project, California.

Sec. 9112. Bunker Hill Groundwater Basin, California.

Sec. 9113. GREAT Project, California.

Sec. 9114. Yucaipa Valley Water District, California.

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Subtitle C—Title Transfers and Clarifications

Sec. 9201. Transfer of McGee Creek pipeline and facilities.

Sec. 9202. Albuquerque Biological Park, New Mexico, title clarification.

Sec. 9203. Goleta Water District Water Distribution System, California.

Subtitle D—San Gabriel Basin Restoration Fund

Sec. 9301. Restoration Fund.

Subtitle E—Lower Colorado River Multi-Species Conservation Program

Sec. 9401. Definitions.

Sec. 9402. Implementation and water accounting.

Sec. 9403. Enforceability of program documents.

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Subtitle F—Secure Water

- Sec. 9501. Findings.
- Sec. 9502. Definitions.
- Sec. 9503. Reclamation climate change and water program.
- Sec. 9504. Water management improvement.
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- Sec. 9506. Climate change and water intragovernmental panel.
- Sec. 9507. Water data enhancement by United States Geological Survey.
- Sec. 9508. National water availability and use assessment program.
- Sec. 9509. Research agreement authority.
- Sec. 9510. Effect.

Subtitle G—Aging Infrastructure

- Sec. 9601. Definitions.
- Sec. 9602. Guidelines and inspection of project facilities and technical assistance to transferred works operating entities.
- Sec. 9603. Extraordinary operation and maintenance work performed by the Secretary.
- Sec. 9604. Relationship to Twenty-First Century Water Works Act.
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TITLE X—WATER SETTLEMENTS

Subtitle A—San Joaquin River Restoration Settlement

PART I—SAN JOAQUIN RIVER RESTORATION SETTLEMENT ACT

- Sec. 10001. Short title.
- Sec. 10002. Purpose.
- Sec. 10003. Definitions.
- Sec. 10004. Implementation of settlement.
- Sec. 10005. Acquisition and disposal of property; title to facilities.
- Sec. 10006. Compliance with applicable law.
- Sec. 10007. Compliance with Central Valley Project Improvement Act.
- Sec. 10008. No private right of action.
- Sec. 10009. Appropriations; Settlement Fund.
- Sec. 10010. Repayment contracts and acceleration of repayment of construction costs.
- Sec. 10011. California Central Valley Spring Run Chinook salmon.

PART II—STUDY TO DEVELOP WATER PLAN; REPORT

- Sec. 10101. Study to develop water plan; report.

PART III—FRIANT DIVISION IMPROVEMENTS

- Sec. 10201. Federal facility improvements.
- Sec. 10202. Financial assistance for local projects.
- Sec. 10203. Authorization of appropriations.

Subtitle B—Northwestern New Mexico Rural Water Projects

- Sec. 10301. Short title.
- Sec. 10302. Definitions.
- Sec. 10303. Compliance with environmental laws.
- Sec. 10304. No reallocation of costs.
- Sec. 10305. Interest rate.

PART I—AMENDMENTS TO THE COLORADO RIVER STORAGE PROJECT ACT  
AND PUBLIC LAW 87-483

- Sec. 10401. Amendments to the Colorado River Storage Project Act.  
Sec. 10402. Amendments to Public Law 87-483.  
Sec. 10403. Effect on Federal water law.

PART II—RECLAMATION WATER SETTLEMENTS FUND

- Sec. 10501. Reclamation Water Settlements Fund.

PART III—NAVAJO-GALLUP WATER SUPPLY PROJECT

- Sec. 10601. Purposes.  
Sec. 10602. Authorization of Navajo-Gallup Water Supply Project.  
Sec. 10603. Delivery and use of Navajo-Gallup Water Supply Project water.  
Sec. 10604. Project contracts.  
Sec. 10605. Navajo Nation Municipal Pipeline.  
Sec. 10606. Authorization of conjunctive use wells.  
Sec. 10607. San Juan River Navajo Irrigation Projects.  
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PART IV—NAVAJO NATION WATER RIGHTS

- Sec. 10701. Agreement.  
Sec. 10702. Trust Fund.  
Sec. 10703. Waivers and releases.  
Sec. 10704. Water rights held in trust.

Subtitle C—Shoshone-Paiute Tribes of the Duck Valley Reservation Water  
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- Sec. 10801. Findings.  
Sec. 10802. Purposes.  
Sec. 10803. Definitions.  
Sec. 10804. Approval, ratification, and confirmation of agreement; authoriza-  
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Sec. 10805. Tribal water rights.  
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Sec. 10807. Development and Maintenance Funds.  
Sec. 10808. Tribal waiver and release of claims.  
Sec. 10809. Miscellaneous.

TITLE XI—UNITED STATES GEOLOGICAL SURVEY  
AUTHORIZATIONS

- Sec. 11001. Reauthorization of the National Geologic Mapping Act of 1992.  
Sec. 11002. New Mexico water resources study.

TITLE XII—OCEANS

Subtitle A—Ocean Exploration

PART I—EXPLORATION

- Sec. 12001. Purpose.  
Sec. 12002. Program established.  
Sec. 12003. Powers and duties of the Administrator.



1       **Subtitle B—Northwestern New**  
2       **Mexico Rural Water Projects**

3       **SEC. 10301. SHORT TITLE.**

4       This subtitle may be cited as the “Northwestern New  
5 Mexico Rural Water Projects Act”.

6       **SEC. 10302. DEFINITIONS.**

7       In this subtitle:

8           (1)    **AAMODT ADJUDICATION.**—The term  
9           “Aamodt adjudication” means the general stream  
10          adjudication that is the subject of the civil action en-  
11          titled “State of New Mexico, ex rel. State Engineer  
12          and United States of America, Pueblo de Nambe,  
13          Pueblo de Pojoaque, Pueblo de San Ildefonso, and  
14          Pueblo de Tesuque v. R. Lee Aamodt, et al.”, No.  
15          66 CV 6639 MV/LCS (D.N.M.).

16          (2)    **ABEYTA ADJUDICATION.**—The term  
17          “Abeyta adjudication” means the general stream ad-  
18          judication that is the subject of the civil actions enti-  
19          tled “State of New Mexico v. Abeyta and State of  
20          New Mexico v. Arrellano”, Civil Nos. 7896–BB  
21          (D.N.M) and 7939–BB (D.N.M.) (consolidated).

22          (3)    **ACRE-FEET.**—The term “acre-feet” means  
23          acre-feet per year.

24          (4)    **AGREEMENT.**—The term “Agreement”  
25          means the agreement among the State of New Mex-

1       ico, the Nation, and the United States setting forth  
2       a stipulated and binding agreement signed by the  
3       State of New Mexico and the Nation on April 19,  
4       2005.

5           (5) ALLOTTEE.—The term “allottee” means a  
6       person that holds a beneficial real property interest  
7       in a Navajo allotment that—

8           (A) is located within the Navajo Reserva-  
9       tion or the State of New Mexico;

10          (B) is held in trust by the United States;  
11       and

12          (C) was originally granted to an individual  
13       member of the Nation by public land order or  
14       otherwise.

15           (6) ANIMAS-LA PLATA PROJECT.—The term  
16       “Animas-La Plata Project” has the meaning given  
17       the term in section 3 of Public Law 100–585 (102  
18       Stat. 2973), including Ridges Basin Dam, Lake  
19       Nighthorse, the Navajo Nation Municipal Pipeline,  
20       and any other features or modifications made pursu-  
21       ant to the Colorado Ute Settlement Act Amend-  
22       ments of 2000 (Public Law 106–554; 114 Stat.  
23       2763A–258).

24           (7) CITY.—The term “City” means the city of  
25       Gallup, New Mexico, or a designee of the City, with

1 authority to provide water to the Gallup, New Mex-  
2 ico service area.

3 (8) COLORADO RIVER COMPACT.—The term  
4 “Colorado River Compact” means the Colorado  
5 River Compact of 1922 as approved by Congress in  
6 the Act of December 21, 1928 (45 Stat. 1057) and  
7 by the Presidential Proclamation of June 25, 1929  
8 (46 Stat. 3000).

9 (9) COLORADO RIVER SYSTEM.—The term  
10 “Colorado River System” has the same meaning  
11 given the term in Article II(a) of the Colorado River  
12 Compact.

13 (10) COMPACT.—The term “Compact” means  
14 the Upper Colorado River Basin Compact as con-  
15 sented to by the Act of April 6, 1949 (63 Stat. 31,  
16 chapter 48).

17 (11) CONTRACT.—The term “Contract” means  
18 the contract between the United States and the Na-  
19 tion setting forth certain commitments, rights, and  
20 obligations of the United States and the Nation, as  
21 described in paragraph 6.0 of the Agreement.

22 (12) DEPLETION.—The term “depletion”  
23 means the depletion of the flow of the San Juan  
24 River stream system in the State of New Mexico by  
25 a particular use of water (including any depletion in-

1 cident to the use) and represents the diversion from  
2 the stream system by the use, less return flows to  
3 the stream system from the use.

4 (13) DRAFT IMPACT STATEMENT.—The term  
5 “Draft Impact Statement” means the draft environ-  
6 mental impact statement prepared by the Bureau of  
7 Reclamation for the Project dated March 2007.

8 (14) FUND.—The term “Fund” means the Rec-  
9 lamation Waters Settlements Fund established by  
10 section 10501(a).

11 (15) HYDROLOGIC DETERMINATION.—The term  
12 “hydrologic determination” means the hydrologic de-  
13 termination entitled “Water Availability from Nav-  
14 ajo Reservoir and the Upper Colorado River Basin  
15 for Use in New Mexico,” prepared by the Bureau of  
16 Reclamation pursuant to section 11 of the Act of  
17 June 13, 1962 (Public Law 87-483; 76 Stat. 99),  
18 and dated May 23, 2007.

19 (16) LOWER BASIN.—The term “Lower Basin”  
20 has the same meaning given the term in Article  
21 II(g) of the Colorado River Compact.

22 (17) NATION.—The term “Nation” means the  
23 Navajo Nation, a body politic and federally-recog-  
24 nized Indian nation as provided for in section 101(2)  
25 of the Federally Recognized Indian Tribe List of



1 1994 (25 U.S.C. 497a(2)), also known variously as  
2 the "Navajo Tribe," the "Navajo Tribe of Arizona,  
3 New Mexico & Utah," and the "Navajo Tribe of In-  
4 dians" and other similar names, and includes all  
5 bands of Navajo Indians and chapters of the Navajo  
6 Nation.

7 (18) NAVAJO-GALLUP WATER SUPPLY PROJECT;  
8 PROJECT.—The term "Navajo-Gallup Water Supply  
9 Project" or "Project" means the Navajo-Gallup  
10 Water Supply Project authorized under section  
11 10602(a), as described as the preferred alternative  
12 in the Draft Impact Statement.

13 (19) NAVAJO INDIAN IRRIGATION PROJECT.—  
14 The term "Navajo Indian Irrigation Project" means  
15 the Navajo Indian irrigation project authorized by  
16 section 2 of Public Law 87-483 (76 Stat. 96).

17 (20) NAVAJO RESERVOIR.—The term "Navajo  
18 Reservoir" means the reservoir created by the im-  
19 poundment of the San Juan River at Navajo Dam,  
20 as authorized by the Act of April 11, 1956 (com-  
21 monly known as the "Colorado River Storage  
22 Project Act") (43 U.S.C. 620 et seq.).

23 (21) NAVAJO NATION MUNICIPAL PIPELINE;  
24 PIPELINE.—The term "Navajo Nation Municipal  
25 Pipeline" or "Pipeline" means the pipeline used to

1 convey the water of the Animas-La Plata Project of  
2 the Navajo Nation from the City of Farmington,  
3 New Mexico, to communities of the Navajo Nation  
4 located in close proximity to the San Juan River  
5 Valley in the State of New Mexico (including the  
6 City of Shiprock), as authorized by section 15(b) of  
7 the Colorado Ute Indian Water Rights Settlement  
8 Act of 1988 (Public Law 100-585; 102 Stat. 2973;  
9 114 Stat. 2763A-263).

10 (22) NON-NAVAJO IRRIGATION DISTRICTS.—

11 The term “Non-Navajo Irrigation Districts”  
12 means—

- 13 (A) the Hammond Conservancy District;  
14 (B) the Bloomfield Irrigation District; and  
15 (C) any other community ditch organiza-  
16 tion in the San Juan River basin in the State  
17 of New Mexico.

18 (23) PARTIAL FINAL DECREE.—The term “Par-  
19 tial Final Decree” means a final and binding judg-  
20 ment and decree entered by a court in the stream  
21 adjudication, setting forth the rights of the Nation  
22 to use and administer waters of the San Juan River  
23 Basin in New Mexico, as set forth in Appendix 1 of  
24 the Agreement.

1           (24) PROJECT PARTICIPANTS.—The term  
2 “Project Participants” means the City, the Nation,  
3 and the Jicarilla Apache Nation.

4           (25) SAN JUAN RIVER BASIN RECOVERY IMPLE-  
5 MENTATION PROGRAM.—The term “San Juan River  
6 Basin Recovery Implementation Program” means  
7 the intergovernmental program established pursuant  
8 to the cooperative agreement dated October 21,  
9 1992 (including any amendments to the program).

10          (26) SECRETARY.—The term “Secretary”  
11 means the Secretary of the Interior, acting through  
12 the Commissioner of Reclamation or any other des-  
13 ignee.

14          (27) STREAM ADJUDICATION.—The term  
15 “stream adjudication” means the general stream ad-  
16 judication that is the subject of *New Mexico v.*  
17 *United States, et al.*, No. 75-185 (11th Jud. Dist.,  
18 San Juan County, New Mexico) (involving claims to  
19 waters of the San Juan River and the tributaries of  
20 that river).

21          (28) SUPPLEMENTAL PARTIAL FINAL DE-  
22 CREE.—The term “Supplemental Partial Final De-  
23 cree” means a final and binding judgment and de-  
24 cree entered by a court in the stream adjudication,

1 setting forth certain water rights of the Nation, as  
2 set forth in Appendix 2 of the Agreement.

3 (29) TRUST FUND.—The term “Trust Fund”  
4 means the Navajo Nation Water Resources Develop-  
5 ment Trust Fund established by section 10702(a).

6 (30) UPPER BASIN.—The term “Upper Basin”  
7 has the same meaning given the term in Article II(f)  
8 of the Colorado River Compact.

9 **SEC. 10303. COMPLIANCE WITH ENVIRONMENTAL LAWS.**

10 (a) EFFECT OF EXECUTION OF AGREEMENT.—The  
11 execution of the Agreement under section 10701(a)(2)  
12 shall not constitute a major Federal action under the Na-  
13 tional Environmental Policy Act of 1969 (42 U.S.C. 4321  
14 et seq.).

15 (b) COMPLIANCE WITH ENVIRONMENTAL LAWS.—In  
16 carrying out this subtitle, the Secretary shall comply with  
17 each law of the Federal Government relating to the protec-  
18 tion of the environment, including—

19 (1) the National Environmental Policy Act of  
20 1969 (42 U.S.C. 4321 et seq.); and

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

23 **SEC. 10304. NO REALLOCATION OF COSTS.**

24 (a) EFFECT OF ACT.—Notwithstanding any other  
25 provision of law, the Secretary shall not reallocate or reas-

1 sign any costs of projects that have been authorized under  
2 the Act of April 11, 1956 (commonly known as the “Colo-  
3 rado River Storage Project Act”) (43 U.S.C. 620 et seq.),  
4 as of the date of enactment of this Act because of—

5 (1) the authorization of the Navajo-Gallup  
6 Water Supply Project under this subtitle; or

7 (2) the changes in the uses of the water di-  
8 verted by the Navajo Indian Irrigation Project or  
9 the waters stored in the Navajo Reservoir authorized  
10 under this subtitle.

11 (b) USE OF POWER REVENUES.—Notwithstanding  
12 any other provision of law, no power revenues under the  
13 Act of April 11, 1956 (commonly known as the “Colorado  
14 River Storage Project Act”) (43 U.S.C. 620 et seq.), shall  
15 be used to pay or reimburse any costs of the Navajo In-  
16 dian Irrigation Project or Navajo-Gallup Water Supply  
17 Project.

18 **SEC. 10305. INTEREST RATE.**

19 Notwithstanding any other provision of law, the inter-  
20 est rate applicable to any repayment contract entered into  
21 under section 10604 shall be equal to the discount rate  
22 for Federal water resources planning, as determined by  
23 the Secretary.

1 **PART I—AMENDMENTS TO THE COLORADO**  
2 **RIVER STORAGE PROJECT ACT AND PUBLIC**  
3 **LAW 87-483**

4 **SEC. 10401. AMENDMENTS TO THE COLORADO RIVER STOR-**  
5 **AGE PROJECT ACT.**

6 (a) **PARTICIPATING PROJECTS.**—Paragraph (2) of  
7 the first section of the Act of April 11, 1956 (commonly  
8 known as the “Colorado River Storage Project Act”) (43  
9 U.S.C. 620(2)) is amended by inserting “the Navajo-Gal-  
10 lup Water Supply Project,” after “Fruitland Mesa,”.

11 (b) **NAVAJO RESERVOIR WATER BANK.**—The Act of  
12 April 11, 1956 (commonly known as the “Colorado River  
13 Storage Project Act”) is amended—

14 (1) by redesignating section 16 (43 U.S.C.  
15 620o) as section 17; and

16 (2) by inserting after section 15 (43 U.S.C.  
17 620n) the following:

18 “SEC. 16. (a) The Secretary of the Interior may cre-  
19 ate and operate within the available capacity of Navajo  
20 Reservoir a top water bank.

21 “(b) Water made available for the top water bank in  
22 accordance with subsections (c) and (d) shall not be sub-  
23 ject to section 11 of Public Law 87-483 (76 Stat. 99).

24 “(c) The top water bank authorized under subsection  
25 (a) shall be operated in a manner that—

1           “(1) is consistent with applicable law, except  
2           that, notwithstanding any other provision of law,  
3           water for purposes other than irrigation may be  
4           stored in the Navajo Reservoir pursuant to the rules  
5           governing the top water bank established under this  
6           section; and

7           “(2) does not impair the ability of the Secretary  
8           of the Interior to deliver water under contracts en-  
9           tered into under—

10                   “(A) Public Law 87-483 (76 Stat. 96);

11                   and

12                   “(B) New Mexico State Engineer File Nos.  
13                   2847, 2848, 2849, and 2917.

14           “(d)(1) The Secretary of the Interior, in cooperation  
15           with the State of New Mexico (acting through the Inter-  
16           state Stream Commission), shall develop any terms and  
17           procedures for the storage, accounting, and release of  
18           water in the top water bank that are necessary to comply  
19           with subsection (c).

20           “(2) The terms and procedures developed under para-  
21           graph (1) shall include provisions requiring that—

22                   “(A) the storage of banked water shall be sub-  
23                   ject to approval under State law by the New Mexico  
24                   State Engineer to ensure that impairment of any ex-  
25                   isting water right does not occur, including storage

1 of water under New Mexico State Engineer File No.  
2 2849;

3 “(B) water in the top water bank be subject to  
4 evaporation and other losses during storage;

5 “(C) water in the top water bank be released  
6 for delivery to the owner or assigns of the banked  
7 water on request of the owner, subject to reasonable  
8 scheduling requirements for making the release;

9 “(D) water in the top water bank be the first  
10 water spilled or released for flood control purposes  
11 in anticipation of a spill, on the condition that top  
12 water bank water shall not be released or included  
13 for purposes of calculating whether a release should  
14 occur for purposes of satisfying the flow rec-  
15 ommendations of the San Juan River Basin Recov-  
16 ery Implementation Program; and

17 “(E) water eligible for banking in the top water  
18 bank shall be water that otherwise would have been  
19 diverted and beneficially used in New Mexico that  
20 year.

21 “(e) The Secretary of the Interior may charge fees  
22 to water users that use the top water bank in amounts  
23 sufficient to cover the costs incurred by the United States  
24 in administering the water bank.”



1 **SEC. 10402. AMENDMENTS TO PUBLIC LAW 87-483.**

2 (a) NAVAJO INDIAN IRRIGATION PROJECT.—Public  
3 Law 87-483 (76 Stat. 96) is amended by striking section  
4 2 and inserting the following:

5 “SEC. 2. (a) In accordance with the Act of April 11,  
6 1956 (commonly known as the ‘Colorado River Storage  
7 Project Act’) (43 U.S.C. 620 et seq.), the Secretary of  
8 the Interior is authorized to construct, operate, and main-  
9 tain the Navajo Indian Irrigation Project to provide irriga-  
10 tion water to a service area of not more than 110,630  
11 acres of land.

12 “(b)(1) Subject to paragraph (2), the average annual  
13 diversion by the Navajo Indian Irrigation Project from the  
14 Navajo Reservoir over any consecutive 10-year period shall  
15 be the lesser of—

16 “(A) 508,000 acre-feet per year; or

17 “(B) the quantity of water necessary to supply  
18 an average depletion of 270,000 acre-feet per year.

19 “(2) The quantity of water diverted for any 1 year  
20 shall not exceed the average annual diversion determined  
21 under paragraph (1) by more than 15 percent.

22 “(c) In addition to being used for irrigation, the  
23 water diverted by the Navajo Indian Irrigation Project  
24 under subsection (b) may be used within the area served  
25 by Navajo Indian Irrigation Project facilities for the fol-  
26 lowing purposes:

1           “(1) Aquaculture purposes, including the  
2 rearing of fish in support of the San Juan River  
3 Basin Recovery Implementation Program authorized  
4 by Public Law 106-392 (114 Stat. 1602).

5           “(2) Domestic, industrial, or commercial pur-  
6 poses relating to agricultural production and proc-  
7 essing.

8           “(3)(A) The generation of hydroelectric power  
9 as an incident to the diversion of water by the Nav-  
10 ajo Indian Irrigation Project for authorized pur-  
11 poses.

12           “(B) Notwithstanding any other provision of  
13 law—

14           “(i) any hydroelectric power generated  
15 under this paragraph shall be used or marketed  
16 by the Navajo Nation;

17           “(ii) the Navajo Nation shall retain any  
18 revenues from the sale of the hydroelectric  
19 power; and

20           “(iii) the United States shall have no trust  
21 obligation to monitor, administer, or account  
22 for the revenues received by the Navajo Nation,  
23 or the expenditure of the revenues.

24           “(4) The implementation of the alternate water  
25 source provisions described in subparagraph 9.2 of

1 the agreement executed under section 10701(a)(2)  
2 of the Northwestern New Mexico Rural Water  
3 Projects Act.

4 “(d) The Navajo Indian Irrigation Project water di-  
5 verted under subsection (b) may be transferred to areas  
6 located within or outside the area served by Navajo Indian  
7 Irrigation Project facilities, and within or outside the  
8 boundaries of the Navajo Nation, for any beneficial use  
9 in accordance with—

10 “(1) the agreement executed under section  
11 10701(a)(2) of the Northwestern New Mexico Rural  
12 Water Projects Act;

13 “(2) the contract executed under section  
14 10604(a)(2)(B) of that Act; and

15 “(3) any other applicable law.

16 “(e) The Secretary may use the capacity of the Nav-  
17 ajo Indian Irrigation Project works to convey water sup-  
18 plies for—

19 “(1) the Navajo-Gallup Water Supply Project  
20 under section 10602 of the Northwestern New Mex-  
21 ico Rural Water Projects Act; or

22 “(2) other nonirrigation purposes authorized  
23 under subsection (c) or (d).

24 “(f)(1) Repayment of the costs of construction of the  
25 project (as authorized in subsection (a)) shall be in accord-

1 ance with the Act of April 11, 1956 (commonly known  
2 as the 'Colorado River Storage Project Act') (43 U.S.C.  
3 620 et seq.), including section 4(d) of that Act.

4 “(2) The Secretary shall not reallocate, or require re-  
5 payment of, construction costs of the Navajo Indian Irri-  
6 gation Project because of the conveyance of water supplies  
7 for nonirrigation purposes under subsection (e).”

8 (b) RUNOFF ABOVE NAVAJO DAM.—Section 11 of  
9 Public Law 87-483 (76 Stat. 100) is amended by adding  
10 at the end the following:

11 “(d)(1) For purposes of implementing in a year of  
12 prospective shortage the water allocation procedures es-  
13 tablished by subsection (a), the Secretary of the Interior  
14 shall determine the quantity of any shortages and the ap-  
15 propriate apportionment of water using the normal diver-  
16 sion requirements on the flow of the San Juan River origi-  
17 nating above Navajo Dam based on the following criteria:

18 “(A) The quantity of diversion or water delivery  
19 for the current year anticipated to be necessary to  
20 irrigate land in accordance with cropping plans pre-  
21 pared by contractors.

22 “(B) The annual diversion or water delivery de-  
23 mands for the current year anticipated for non-irri-  
24 gation uses under water delivery contracts, including  
25 contracts authorized by the Northwestern New Mex-

1       ico Rural Water Projects Act, but excluding any cur-  
2       rent demand for surface water for placement into  
3       aquifer storage for future recovery and use.

4           “(C) An annual normal diversion demand of  
5       135,000 acre-feet for the initial stage of the San  
6       Juan-Chama Project authorized by section 8, which  
7       shall be the amount to which any shortage is ap-  
8       plied.

9       “(2) The Secretary shall not include in the normal  
10      diversion requirements—

11           “(A) the quantity of water that reliably can be  
12      anticipated to be diverted or delivered under a con-  
13      tract from inflows to the San Juan River arising  
14      below Navajo Dam under New Mexico State Engi-  
15      neer File No. 3215; or

16           “(B) the quantity of water anticipated to be  
17      supplied through reuse.

18       “(e)(1) If the Secretary determines that there is a  
19      shortage of water under subsection (a), the Secretary shall  
20      respond to the shortage in the Navajo Reservoir water  
21      supply by curtailing releases and deliveries in the following  
22      order:

23           “(A) The demand for delivery for uses in the  
24      State of Arizona under the Navajo-Gallup Water  
25      Supply Project authorized by section 10603 of the

1       Northwestern New Mexico Rural Water Projects  
2       Act, excluding the quantity of water anticipated to  
3       be diverted for the uses from inflows to the San  
4       Juan River that arise below Navajo Dam in accord-  
5       ance with New Mexico State Engineer File No.  
6       3215.

7       “(B) The demand for delivery for uses allocated  
8       under paragraph 8.2 of the agreement executed  
9       under section 10701(a)(2) of the Northwestern New  
10      Mexico Rural Water Projects Act, excluding the  
11      quantity of water anticipated to be diverted for such  
12      uses under State Engineer File No. 3215.

13      “(C) The uses in the State of New Mexico that  
14      are determined under subsection (d), in accordance  
15      with the procedure for apportioning the water supply  
16      under subsection (a).

17      “(2) For any year for which the Secretary determines  
18      and responds to a shortage in the Navajo Reservoir water  
19      supply, the Secretary shall not deliver, and contractors of  
20      the water supply shall not divert, any of the water supply  
21      for placement into aquifer storage for future recovery and  
22      use.

23      “(3) To determine the occurrence and amount of any  
24      shortage to contracts entered into under this section, the  
25      Secretary shall not include as available storage any water

1 stored in a top water bank in Navajo Reservoir established  
2 under section 16(a) of the Act of April 11, 1956 (com-  
3 monly known as the 'Colorado River Storage Project Act').

4       “(f) The Secretary of the Interior shall apportion  
5 water under subsections (a), (d), and (e) on an annual  
6 volume basis.

7       “(g) The Secretary of the Interior may revise a deter-  
8 mination of shortages, apportionments, or allocations of  
9 water under subsections (a), (d), and (e) on the basis of  
10 information relating to water supply conditions that was  
11 not available at the time at which the determination was  
12 made.

13       “(h) Nothing in this section prohibits the distribution  
14 of water in accordance with cooperative water agreements  
15 between water users providing for a sharing of water sup-  
16 plies.

17       “(i) Diversions under New Mexico State Engineer  
18 File No. 3215 shall be distributed, to the maximum extent  
19 water is available, in proportionate amounts to the diver-  
20 sion demands of contractors and subcontractors of the  
21 Navajo Reservoir water supply that are diverting water  
22 below Navajo Dam.”.

1 **SEC. 10403. EFFECT ON FEDERAL WATER LAW.**

2 Unless expressly provided in this subtitle, nothing in  
3 this subtitle modifies, conflicts with, preempts, or other-  
4 wise affects—

5 (1) the Boulder Canyon Project Act (43 U.S.C.  
6 617 et seq.);

7 (2) the Boulder Canyon Project Adjustment Act  
8 (54 Stat. 774, chapter 643);

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

12 (4) the Act of September 30, 1968 (commonly  
13 known as the “Colorado River Basin Project Act”) (54  
14 Stat. 885);

15 (5) Public Law 87-483 (76 Stat. 96);

16 (6) the Treaty between the United States of  
17 America and Mexico respecting utilization of waters  
18 of the Colorado and Tijuana Rivers and of the Rio  
19 Grande, signed at Washington February 3, 1944 (59  
20 Stat. 1219);

21 (7) the Colorado River Compact of 1922, as ap-  
22 proved by the Presidential Proclamation of June 25,  
23 1929 (46 Stat. 3000);

24 (8) the Compact;

25 (9) the Act of April 6, 1949 (63 Stat. 31, chap-  
26 ter 48);



1 (10) the Jicarilla Apache Tribe Water Rights  
2 Settlement Act (106 Stat. 2237); or

3 (11) section 205 of the Energy and Water De-  
4 velopment Appropriations Act, 2005 (118 Stat.  
5 2949).

6 **PART II—RECLAMATION WATER SETTLEMENTS**

7 **FUND**

8 **SEC. 10501. RECLAMATION WATER SETTLEMENTS FUND.**

9 (a) ESTABLISHMENT.—There is established in the  
10 Treasury of the United States a fund, to be known as the  
11 “Reclamation Water Settlements Fund”, consisting of—

12 (1) such amounts as are deposited to the Fund  
13 under subsection (b); and

14 (2) any interest earned on investment of  
15 amounts in the Fund under subsection (d).

16 (b) DEPOSITS TO FUND.—

17 (1) IN GENERAL.—For each of fiscal years  
18 2020 through 2029, the Secretary of the Treasury  
19 shall deposit in the Fund, if available, \$120,000,000  
20 of the revenues that would otherwise be deposited  
21 for the fiscal year in the fund established by the  
22 first section of the Act of June 17, 1902 (32 Stat.  
23 388, chapter 1093).

1           (2) AVAILABILITY OF AMOUNTS.—Amounts de-  
2        posited in the Fund under paragraph (1) shall be  
3        made available pursuant to this section—

4           (A) without further appropriation; and

5           (B) in addition to amounts appropriated  
6        pursuant to any authorization contained in any  
7        other provision of law.

8        (c) EXPENDITURES FROM FUND.—

9           (1) IN GENERAL.—

10          (A) EXPENDITURES.—Subject to subpara-  
11        graph (B), for each of fiscal years 2020  
12        through 2034, the Secretary may expend from  
13        the Fund an amount not to exceed  
14        \$120,000,000, plus the interest accrued in the  
15        Fund, for the fiscal year in which expenditures  
16        are made pursuant to paragraphs (2) and (3).

17          (B) ADDITIONAL EXPENDITURES.—The  
18        Secretary may expend more than \$120,000,000  
19        for any fiscal year if such amounts are available  
20        in the Fund due to expenditures not reaching  
21        \$120,000,000 for prior fiscal years.

22          (2) AUTHORITY.—The Secretary may expend  
23        money from the Fund to implement a settlement  
24        agreement approved by Congress that resolves, in  
25        whole or in part, litigation involving the United

1 States, if the settlement agreement or implementing  
2 legislation requires the Bureau of Reclamation to  
3 provide financial assistance for, or plan, design, and  
4 construct—

5 (A) water supply infrastructure; or

6 (B) a project—

7 (i) to rehabilitate a water delivery sys-  
8 tem to conserve water; or

9 (ii) to restore fish and wildlife habitat  
10 or otherwise improve environmental condi-  
11 tions associated with or affected by, or lo-  
12 cated within the same river basin as, a  
13 Federal reclamation project that is in ex-  
14 istence on the date of enactment of this  
15 Act.

16 (3) USE FOR COMPLETION OF PROJECT AND  
17 OTHER SETTLEMENTS.—

18 (A) PRIORITIES.—

19 (i) FIRST PRIORITY.—

20 (I) IN GENERAL.—The first pri-  
21 ority for expenditure of amounts in  
22 the Fund during the entire period in  
23 which the Fund is in existence shall  
24 be for the purposes described in, and

1 in the order of, clauses (i) through  
2 (iv) of subparagraph (B).

3 (II) RESERVED AMOUNTS.—The  
4 Secretary shall reserve and use  
5 amounts deposited into the Fund in  
6 accordance with subclause (I).

7 (ii) OTHER PURPOSES.—Any amounts  
8 in the Fund that are not needed for the  
9 purposes described in subparagraph (B)  
10 may be used for other purposes authorized  
11 in paragraph (2).

12 (B) COMPLETION OF PROJECT.—

13 (i) NAVAJO-GALLUP WATER SUPPLY  
14 PROJECT.—

15 (I) IN GENERAL.—Subject to  
16 subclause (II), effective beginning  
17 January 1, 2020, if, in the judgment  
18 of the Secretary on an annual basis  
19 the deadline described in section  
20 10701(f)(1)(A)(ix) is unlikely to be  
21 met because a sufficient amount of  
22 funding is not otherwise available  
23 through appropriations made available  
24 pursuant to section 10609(a), the  
25 Secretary shall expend from the Fund

1 such amounts on an annual basis con-  
2 sistent with paragraphs (1) and (2),  
3 as are necessary to pay the Federal  
4 share of the costs, and substantially  
5 complete as expeditiously as prac-  
6 ticable, the construction of the water  
7 supply infrastructure authorized as  
8 part of the Project.

9 (II) MAXIMUM AMOUNT.—

10 (aa) IN GENERAL.—Except  
11 as provided under item (bb), the  
12 amount expended under sub-  
13 clause (I) shall not exceed  
14 \$500,000,000 for the period of  
15 fiscal years 2020 through 2029.

16 (bb) EXCEPTION.—The limi-  
17 tation on the expenditure amount  
18 under item (aa) may be exceeded  
19 during the entire period in which  
20 the Fund is in existence if such  
21 additional funds can be expended  
22 without limiting the amounts  
23 identified in clauses (ii) through  
24 (iv).

1 (ii) OTHER NEW MEXICO SETTLE-  
2 MENTS.—

3 (I) IN GENERAL.—Subject to  
4 subclause (II), effective beginning  
5 January 1, 2020, in addition to the  
6 funding made available under clause  
7 (i), if in the judgment of the Sec-  
8 retary on an annual basis a sufficient  
9 amount of funding is not otherwise  
10 available through annual appropri-  
11 ations, the Secretary shall expend from  
12 the Fund such amounts on an annual  
13 basis consistent with paragraphs (1)  
14 and (2), as are necessary to pay the  
15 Federal share of the remaining costs  
16 of implementing the Indian water  
17 rights settlement agreements entered  
18 into by the State of New Mexico in  
19 the Aamodt adjudication and the  
20 Abeyta adjudication, if such settle-  
21 ments are subsequently approved and  
22 authorized by an Act of Congress and  
23 the implementation period has not al-  
24 ready expired.

1 (II) MAXIMUM AMOUNT.—The  
2 amount expended under subclause (I)  
3 shall not exceed \$250,000,000.

4 (iii) MONTANA SETTLEMENTS.—

5 (I) IN GENERAL.—Subject to  
6 subclause (II), effective beginning  
7 January 1, 2020, in addition to fund-  
8 ing made available pursuant to  
9 clauses (i) and (ii), if in the judgment  
10 of the Secretary on an annual basis a  
11 sufficient amount of funding is not  
12 otherwise available through annual  
13 appropriations, the Secretary shall ex-  
14 pend from the Fund such amounts on  
15 an annual basis consistent with para-  
16 graphs (1) and (2), as are necessary  
17 to pay the Federal share of the re-  
18 maining costs of implementing Indian  
19 water rights settlement agreements  
20 entered into by the State of Montana  
21 with the Blackfeet Tribe, the Crow  
22 Tribe, or the Gros Ventre and Assini-  
23 boine Tribes of the Fort Belknap In-  
24 dian Reservation in the judicial pro-  
25 ceeding entitled “In re the General

1 Adjudication of All the Rights to Use  
2 Surface and Groundwater in the State  
3 of Montana”, if a settlement or settle-  
4 ments are subsequently approved and  
5 authorized by an Act of Congress and  
6 the implementation period has not al-  
7 ready expired.

8 (II) MAXIMUM AMOUNT.—

9 (aa) IN GENERAL.—Except  
10 as provided under item (bb), the  
11 amount expended under sub-  
12 clause (I) shall not exceed  
13 \$350,000,000 for the period of  
14 fiscal years 2020 through 2029.

15 (bb) EXCEPTION.—The limi-  
16 tation on the expenditure amount  
17 under item (aa) may be exceeded  
18 during the entire period in which  
19 the Fund is in existence if such  
20 additional funds can be expended  
21 without limiting the amounts  
22 identified in clause (i), (ii), and  
23 (iv).

24 (cc) OTHER FUNDING.—The  
25 Secretary shall ensure that any



1 funding under this clause shall be  
2 provided in a manner that does  
3 not limit the funding available  
4 pursuant to clauses (i) and (ii).

5 (iv) ARIZONA SETTLEMENT.—

6 (I) IN GENERAL.—Subject to  
7 subclause (II), effective beginning  
8 January 1, 2020, in addition to fund-  
9 ing made available pursuant to  
10 clauses (i), (ii), and (iii), if in the  
11 judgment of the Secretary on an an-  
12 nual basis a sufficient amount of  
13 funding is not otherwise available  
14 through annual appropriations, the  
15 Secretary shall expend from the Fund  
16 such amounts on an annual basis con-  
17 sistent with paragraphs (1) and (2),  
18 as are necessary to pay the Federal  
19 share of the remaining costs of imple-  
20 menting an Indian water rights settle-  
21 ment agreement entered into by the  
22 State of Arizona with the Navajo Na-  
23 tion to resolve the water rights claims  
24 of the Nation in the Lower Colorado  
25 River basin in Arizona, if a settlement

1 is subsequently approved and author-  
2 ized by an Act of Congress and the  
3 implementation period has not already  
4 expired.

5 (II) MAXIMUM AMOUNT.—

6 (aa) IN GENERAL.—Except  
7 as provided under item (bb), the  
8 amount expended under sub-  
9 clause (I) shall not exceed  
10 \$100,000,000 for the period of  
11 fiscal years 2020 through 2029.

12 (bb) EXCEPTION.—The limi-  
13 tation on the expenditure amount  
14 under item (aa) may be exceeded  
15 during the entire period in which  
16 the Fund is in existence if such  
17 additional funds can be expended  
18 without limiting the amounts  
19 identified in clauses (i) through  
20 (iii).

21 (cc) OTHER FUNDING.—The  
22 Secretary shall ensure that any  
23 funding under this clause shall be  
24 provided in a manner that does

1 not limit the funding available  
2 pursuant to clauses (i) and (ii).

3 (C) REVERSION.—If the settlements de-  
4 scribed in clauses (ii) through (iv) of subpara-  
5 graph (B) have not been approved and author-  
6 ized by an Act of Congress by December 31,  
7 2019, the amounts reserved for the settlements  
8 shall no longer be reserved by the Secretary  
9 pursuant to subparagraph (A)(i) and shall re-  
10 vert to the Fund for any authorized use, as de-  
11 termined by the Secretary.

12 (d) INVESTMENT OF AMOUNTS.—

13 (1) IN GENERAL.—The Secretary shall invest  
14 such portion of the Fund as is not, in the judgment  
15 of the Secretary, required to meet current with-  
16 draws.

17 (2) CREDITS TO FUND.—The interest on, and  
18 the proceeds from the sale or redemption of, any ob-  
19 ligations held in the Fund shall be credited to, and  
20 form a part of, the Fund.

21 (e) TRANSFERS OF AMOUNTS.—

22 (1) IN GENERAL.—The amounts required to be  
23 transferred to the Fund under this section shall be  
24 transferred at least monthly from the general fund

1 of the Treasury to the Fund on the basis of esti-  
2 mates made by the Secretary of the Treasury.

3 (2) ADJUSTMENTS.—Proper adjustment shall  
4 be made in amounts subsequently transferred to the  
5 extent prior estimates were in excess of or less than  
6 the amounts required to be transferred.

7 (f) TERMINATION.—On September 30, 2034—

8 (1) the Fund shall terminate; and

9 (2) the unexpended and unobligated balance of  
10 the Fund shall be transferred to the appropriate  
11 fund of the Treasury.

## 12 **PART III—NAVAJO-GALLUP WATER SUPPLY**

### 13 **PROJECT**

#### 14 **SEC. 10601. PURPOSES.**

15 The purposes of this part are—

16 (1) to authorize the Secretary to construct, op-  
17 erate, and maintain the Navajo-Gallup Water Supply  
18 Project;

19 (2) to allocate the capacity of the Project  
20 among the Nation, the City, and the Jicarilla  
21 Apache Nation; and

22 (3) to authorize the Secretary to enter into  
23 Project repayment contracts with the City and the  
24 Jicarilla Apache Nation.

1 **SEC. 10602. AUTHORIZATION OF NAVAJO-GALLUP WATER**  
2 **SUPPLY PROJECT.**

3 (a) IN GENERAL.—The Secretary, acting through the  
4 Commissioner of Reclamation, is authorized to design,  
5 construct, operate, and maintain the Project in substantial  
6 accordance with the preferred alternative in the Draft Im-  
7 pact Statement.

8 (b) PROJECT FACILITIES.—To provide for the deliv-  
9 ery of San Juan River water to Project Participants, the  
10 Secretary may construct, operate, and maintain the  
11 Project facilities described in the preferred alternative in  
12 the Draft Impact Statement, including:

13 (1) A pumping plant on the San Juan River in  
14 the vicinity of Kirtland, New Mexico.

15 (2)(A) A main pipeline from the San Juan  
16 River near Kirtland, New Mexico, to Shiprock, New  
17 Mexico, and Gallup, New Mexico, which follows  
18 United States Highway 491.

19 (B) Any pumping plants associated with the  
20 pipeline authorized under subparagraph (A).

21 (3)(A) A main pipeline from Cutter Reservoir  
22 to Ojo Encino, New Mexico, which follows United  
23 States Highway 550.

24 (B) Any pumping plants associated with the  
25 pipeline authorized under subparagraph (A).

1           (4)(A) Lateral pipelines from the main pipelines  
2 to Nation communities in the States of New Mexico  
3 and Arizona.

4           (B) Any pumping plants associated with the  
5 pipelines authorized under subparagraph (A).

6           (5) Any water regulation, storage or treatment  
7 facility, service connection to an existing public  
8 water supply system, power substation, power dis-  
9 tribution works, or other appurtenant works (includ-  
10 ing a building or access road) that is related to the  
11 Project facilities authorized by paragraphs (1)  
12 through (4), including power transmission facilities  
13 and associated wheeling services to connect Project  
14 facilities to existing high-voltage transmission facili-  
15 ties and deliver power to the Project.

16           (c) ACQUISITION OF LAND.—

17           (1) IN GENERAL.—The Secretary is authorized  
18 to acquire any land or interest in land that is nec-  
19 essary to construct, operate, and maintain the  
20 Project facilities authorized under subsection (b).

21           (2) LAND OF THE PROJECT PARTICIPANTS.—As  
22 a condition of construction of the facilities author-  
23 ized under this part, the Project Participants shall  
24 provide all land or interest in land, as appropriate,  
25 that the Secretary identifies as necessary for acquisi-

1 tion under this subsection at no cost to the Sec-  
2 retary.

3 (3) LIMITATION.—The Secretary may not con-  
4 demn water rights for purposes of the Project.

5 (d) CONDITIONS.—

6 (1) IN GENERAL.—Except as provided in para-  
7 graph (2), the Secretary shall not commence con-  
8 struction of the facilities authorized under sub-  
9 section (b) until such time as—

10 (A) the Secretary executes the Agreement  
11 and the Contract;

12 (B) the contracts authorized under section  
13 10604 are executed;

14 (C) the Secretary—

15 (i) completes an environmental impact  
16 statement for the Project; and

17 (ii) has issued a record of decision  
18 that provides for a preferred alternative;

19 and

20 (D) the Secretary has entered into an  
21 agreement with the State of New Mexico under  
22 which the State of New Mexico will provide a  
23 share of the construction costs of the Project of  
24 not less than \$50,000,000, except that the  
25 State of New Mexico shall receive credit for

1 funds the State has contributed to construct  
2 water conveyance facilities to the Project Par-  
3 ticipants to the extent that the facilities reduce  
4 the cost of the Project as estimated in the  
5 Draft Impact Statement.

6 (2) EXCEPTION.—If the Jicarilla Apache Na-  
7 tion elects not to enter into a contract pursuant to  
8 section 10604, the Secretary, after consulting with  
9 the Nation, the City, and the State of New Mexico  
10 acting through the Interstate Stream Commission,  
11 may make appropriate modifications to the scope of  
12 the Project and proceed with Project construction if  
13 all other conditions for construction have been satis-  
14 fied.

15 (3) EFFECT OF INDIAN SELF-DETERMINATION  
16 AND EDUCATION ASSISTANCE ACT.—The Indian  
17 Self-Determination and Education Assistance Act  
18 (25 U.S.C. 450 et seq.) shall not apply to the de-  
19 sign, construction, operation, maintenance, or re-  
20 placement of the Project.

21 (e) POWER.—The Secretary shall reserve, from exist-  
22 ing reservations of Colorado River Storage Project power  
23 for Bureau of Reclamation projects, up to 26 megawatts  
24 of power for use by the Project.



1 (f) CONVEYANCE OF TITLE TO PROJECT FACILI-  
2 TIES.—

3 (1) IN GENERAL.—The Secretary is authorized  
4 to enter into separate agreements with the City and  
5 the Nation and, on entering into the agreements,  
6 shall convey title to each Project facility or section  
7 of a Project facility authorized under subsection (b)  
8 (including any appropriate interests in land) to the  
9 City and the Nation after—

10 (A) completion of construction of a Project  
11 facility or a section of a Project facility that is  
12 operating and delivering water; and

13 (B) execution of a Project operations  
14 agreement approved by the Secretary and the  
15 Project Participants that sets forth—

16 (i) any terms and conditions that the  
17 Secretary determines are necessary—

18 (I) to ensure the continuation of  
19 the intended benefits of the Project;  
20 and

21 (II) to fulfill the purposes of this  
22 part;

23 (ii) requirements acceptable to the  
24 Secretary and the Project Participants  
25 for—

1 (I) the distribution of water  
2 under the Project or section of a  
3 Project facility; and

4 (II) the allocation and payment  
5 of annual operation, maintenance, and  
6 replacement costs of the Project or  
7 section of a Project facility based on  
8 the proportionate uses of Project fa-  
9 cilities; and

10 (iii) conditions and requirements ac-  
11 ceptable to the Secretary and the Project  
12 Participants for operating and maintaining  
13 each Project facility on completion of the  
14 conveyance of title, including the require-  
15 ment that the City and the Nation shall—

16 (I) comply with—

17 (aa) the Compact; and

18 (bb) other applicable law;

19 and

20 (II) be responsible for—

21 (aa) the operation, mainte-  
22 nance, and replacement of each  
23 Project facility; and

24 (bb) the accounting and  
25 management of water conveyance

1 and Project finances, as nec-  
2 essary to administer and fulfill  
3 the conditions of the Contract ex-  
4 ecuted under section  
5 10604(a)(2)(B).

6 (2) EFFECT OF CONVEYANCE.—The conveyance  
7 of title to each Project facility shall not affect the  
8 application of the Endangered Species Act of 1973  
9 (16 U.S.C. 1531 et seq.) relating to the use of the  
10 water associated with the Project.

11 (3) LIABILITY.—

12 (A) IN GENERAL.—Effective on the date of  
13 the conveyance authorized by this subsection,  
14 the United States shall not be held liable by  
15 any court for damages of any kind arising out  
16 of any act, omission, or occurrence relating to  
17 the land, buildings, or facilities conveyed under  
18 this subsection, other than damages caused by  
19 acts of negligence committed by the United  
20 States, or by employees or agents of the United  
21 States, prior to the date of conveyance.

22 (B) TORT CLAIMS.—Nothing in this sec-  
23 tion increases the liability of the United States  
24 beyond the liability provided in chapter 171 of

1 title 28, United States Code (commonly known  
2 as the "Federal Tort Claims Act").

3 (4) NOTICE OF PROPOSED CONVEYANCE.—Not  
4 later than 45 days before the date of a proposed  
5 conveyance of title to any Project facility, the Sec-  
6 retary shall submit to the Committee on Resources  
7 of the House of Representatives and to the Com-  
8 mittee on Energy and Natural Resources of the Sen-  
9 ate notice of the conveyance of each Project facility.

10 (g) COLORADO RIVER STORAGE PROJECT POWER.—  
11 The conveyance of Project facilities under subsection (f)  
12 shall not affect the availability of Colorado River Storage  
13 Project power to the Project under subsection (e).

14 (h) REGIONAL USE OF PROJECT FACILITIES.—

15 (1) IN GENERAL.—Subject to paragraph (2),  
16 Project facilities constructed under subsection (b)  
17 may be used to treat and convey non-Project water  
18 or water that is not allocated by subsection  
19 10603(b) if—

20 (A) capacity is available without impairing  
21 any water delivery to a Project Participant; and

22 (B) the unallocated or non-Project water  
23 beneficiary—

24 (i) has the right to use the water;

1 (ii) agrees to pay the operation, main-  
2 tenance, and replacement costs assignable  
3 to the beneficiary for the use of the Project  
4 facilities; and

5 (iii) agrees to pay an appropriate fee  
6 that may be established by the Secretary  
7 to assist in the recovery of any capital cost  
8 allocable to that use.

9 (2) EFFECT OF PAYMENTS.—Any payments to  
10 the United States or the Nation for the use of un-  
11 used capacity under this subsection or for water  
12 under any subcontract with the Nation or the  
13 Jicarilla Apache Nation shall not alter the construc-  
14 tion repayment requirements or the operation, main-  
15 tenance, and replacement payment requirements of  
16 the Project Participants.

17 **SEC. 10603. DELIVERY AND USE OF NAVAJO-GALLUP WATER**  
18 **SUPPLY PROJECT WATER.**

19 (a) USE OF PROJECT WATER.—

20 (1) IN GENERAL.—In accordance with this sub-  
21 title and other applicable law, water supply from the  
22 Project shall be used for municipal, industrial, com-  
23 mercial, domestic, and stock watering purposes.

24 (2) USE ON CERTAIN LAND.—

1 (A) IN GENERAL.—Subject to subpara-  
2 graph (B), the Nation may use Project water  
3 allocations on—

4 (i) land held by the United States in  
5 trust for the Nation and members of the  
6 Nation; and

7 (ii) land held in fee by the Nation.

8 (B) TRANSFER.—The Nation may transfer  
9 the purposes and places of use of the allocated  
10 water in accordance with the Agreement and  
11 applicable law.

12 (3) HYDROELECTRIC POWER.—

13 (A) IN GENERAL.—Hydroelectric power  
14 may be generated as an incident to the delivery  
15 of Project water for authorized purposes under  
16 paragraph (1).

17 (B) ADMINISTRATION.—Notwithstanding  
18 any other provision of law—

19 (i) any hydroelectric power generated  
20 under this paragraph shall be used or mar-  
21 keted by the Nation;

22 (ii) the Nation shall retain any reve-  
23 nues from the sale of the hydroelectric  
24 power; and

1 (iii) the United States shall have no  
2 trust obligation or other obligation to mon-  
3 itor, administer, or account for the reve-  
4 nues received by the Nation, or the ex-  
5 penditure of the revenues.

6 (4) STORAGE.—

7 (A) IN GENERAL.—Subject to subpara-  
8 graph (B), any water contracted for delivery  
9 under paragraph (1) that is not needed for cur-  
10 rent water demands or uses may be delivered by  
11 the Project for placement in underground stor-  
12 age in the State of New Mexico for future re-  
13 covery and use.

14 (B) STATE APPROVAL.—Delivery of water  
15 under subparagraph (A) is subject to—

16 (i) approval by the State of New Mex-  
17 ico under applicable provisions of State law  
18 relating to aquifer storage and recovery;  
19 and

20 (ii) the provisions of the Agreement  
21 and this subtitle.

22 (b) PROJECT WATER AND CAPACITY ALLOCA-  
23 TIONS.—

24 (1) DIVERSION.—Subject to availability and  
25 consistent with Federal and State law, the Project

1 may divert from the Navajo Reservoir and the San  
2 Juan River a quantity of water to be allocated and  
3 used consistent with the Agreement and this sub-  
4 title, that does not exceed in any 1 year, the lesser  
5 of—

6 (A) 37,760 acre-feet of water; or

7 (B) the quantity of water necessary to sup-  
8 ply a depletion from the San Juan River of  
9 35,890 acre-feet.

10 (2) PROJECT DELIVERY CAPACITY ALLOCA-  
11 TIONS.—

12 (A) IN GENERAL.—The capacity of the  
13 Project shall be allocated to the Project Partici-  
14 pants in accordance with subparagraphs (B)  
15 through (E), other provisions of this subtitle,  
16 and other applicable law.

17 (B) DELIVERY CAPACITY ALLOCATION TO  
18 THE CITY.—The Project may deliver at the  
19 point of diversion from the San Juan River not  
20 more than 7,500 acre-feet of water in any 1  
21 year for which the City has secured rights for  
22 the use of the City.

23 (C) DELIVERY CAPACITY ALLOCATION TO  
24 NAVAJO NATION COMMUNITIES IN NEW MEX-  
25 ICO.—For use by the Nation in the State of



1 New Mexico, the Project may deliver water out  
2 of the water rights held by the Secretary for the  
3 Nation and confirmed under this subtitle, at the  
4 points of diversion from the San Juan River or  
5 at Navajo Reservoir in any 1 year, the lesser  
6 of—

7 (i) 22,650 acre-feet of water; or

8 (ii) the quantity of water necessary to  
9 supply a depletion from the San Juan  
10 River of 20,780 acre-feet of water.

11 (D) DELIVERY CAPACITY ALLOCATION TO  
12 NAVAJO NATION COMMUNITIES IN ARIZONA.—

13 Subject to subsection (c), the Project may de-  
14 liver at the point of diversion from the San  
15 Juan River not more than 6,411 acre-feet of  
16 water in any 1 year for use by the Nation in  
17 the State of Arizona.

18 (E) DELIVERY CAPACITY ALLOCATION TO  
19 JICARILLA APACHE NATION.—The Project may  
20 deliver at Navajo Reservoir not more than  
21 1,200 acre-feet of water in any 1 year of the  
22 water rights of the Jicarilla Apache Nation,  
23 held by the Secretary and confirmed by the  
24 Jicarilla Apache Tribe Water Rights Settlement  
25 Act (Public Law 102-441; 106 Stat. 2237), for

1 use by the Jicarilla Apache Nation in the south-  
2 ern portion of the Jicarilla Apache Nation Res-  
3 ervation in the State of New Mexico.

4 (3) USE IN EXCESS OF DELIVERY CAPACITY AL-  
5 LOCATION QUANTITY.—Notwithstanding each deliv-  
6 ery capacity allocation quantity limit described in  
7 subparagraphs (B), (C), and (E) of paragraph (2),  
8 the Secretary may authorize a Project Participant to  
9 exceed the delivery capacity allocation quantity limit  
10 of that Project Participant if—

11 (A) delivery capacity is available without  
12 impairing any water delivery to any other  
13 Project Participant; and

14 (B) the Project Participant benefitting  
15 from the increased allocation of delivery capac-  
16 ity—

17 (i) has the right under applicable law  
18 to use the additional water;

19 (ii) agrees to pay the operation, main-  
20 tenance, and replacement costs relating to  
21 the additional use of any Project facility;  
22 and

23 (iii) agrees, if the Project title is held  
24 by the Secretary, to pay a fee established  
25 by the Secretary to assist in recovering

1 capital costs relating to that additional  
2 use.

3 (e) CONDITIONS FOR USE IN ARIZONA.—

4 (1) REQUIREMENTS.—Project water shall not  
5 be delivered for use by any community of the Nation  
6 located in the State of Arizona under subsection  
7 (b)(2)(D) until—

8 (A) the Nation and the State of Arizona  
9 have entered into a water rights settlement  
10 agreement approved by an Act of Congress that  
11 settles and waives the Nation's claims to water  
12 in the Lower Basin and the Little Colorado  
13 River Basin in the State of Arizona, including  
14 those of the United States on the Nation's be-  
15 half; and

16 (B) the Secretary and the Navajo Nation  
17 have entered into a Navajo Reservoir water  
18 supply delivery contract for the physical deliv-  
19 ery and diversion of water via the Project from  
20 the San Juan River system to supply uses in  
21 the State of Arizona.

22 (2) ACCOUNTING OF USES IN ARIZONA.—

23 (A) IN GENERAL.—Pursuant to paragraph  
24 (1) and notwithstanding any other provision of  
25 law, water may be diverted by the Project from

1 the San Juan River in the State of New Mexico  
2 in accordance with an appropriate permit issued  
3 under New Mexico law for use in the State of  
4 Arizona within the Navajo Reservation in the  
5 Lower Basin; provided that any depletion of  
6 water that results from the diversion of water  
7 by the Project from the San Juan River in the  
8 State of New Mexico for uses within the State  
9 of Arizona (including depletion incidental to the  
10 diversion, impounding, or conveyance of water  
11 in the State of New Mexico for uses in the  
12 State of Arizona) shall be administered and ac-  
13 counted for as either—

14 (i) a part of, and charged against, the  
15 available consumptive use apportionment  
16 made to the State of Arizona by Article  
17 III(a) of the Compact and to the Upper  
18 Basin by Article III(a) of the Colorado  
19 River Compact, in which case any water so  
20 diverted by the Project into the Lower  
21 Basin for use within the State of Arizona  
22 shall not be credited as water reaching Lee  
23 Ferry pursuant to Article III(c) and III(d)  
24 of the Colorado River Compact; or

1 (ii) subject to subparagraph (B), a  
2 part of, and charged against, the consump-  
3 tive use apportionment made to the Lower  
4 Basin by Article III(a) of the Colorado  
5 River Compact, in which case it shall—

6 (I) be a part of the Colorado  
7 River water that is apportioned to the  
8 State of Arizona in Article II(B) of  
9 the Consolidated Decree of the Su-  
10 preme Court of the United States in  
11 *Arizona v. California* (547 U.S. 150)  
12 (as may be amended or supple-  
13 mented);

14 (II) be credited as water reaching  
15 Lee Ferry pursuant to Article III(c)  
16 and III(d) of the Colorado River Com-  
17 pact; and

18 (III) be accounted as the water  
19 identified in section 104(a)(1)(B)(ii)  
20 of the Arizona Water Settlements Act,  
21 (118 Stat. 3478);

22 (B) LIMITATION.—Notwithstanding sub-  
23 paragraph (B), no water diverted by the Project  
24 shall be accounted for pursuant to subpara-  
25 graph (B) until such time that—

1 (i) the Secretary has developed and,  
2 as necessary and appropriate, modified, in  
3 consultation with the Upper Colorado  
4 River Commission and the Governors' Rep-  
5 resentatives on Colorado River Operations  
6 from each State signatory to the Colorado  
7 River Compact, all operational and  
8 decisional criteria, policies, contracts,  
9 guidelines or other documents that control  
10 the operations of the Colorado River Sys-  
11 tem reservoirs and diversion works, so as  
12 to adjust, account for, and offset the diver-  
13 sion of water apportioned to the State of  
14 Arizona, pursuant to the Boulder Canyon  
15 Project Act (43 U.S.C. 617 et seq.), from  
16 a point of diversion on the San Juan River  
17 in New Mexico; provided that all such  
18 modifications shall be consistent with the  
19 provisions of this Section, and the modi-  
20 fications made pursuant to this clause  
21 shall be applicable only for the duration of  
22 any such diversions pursuant to section  
23 10603(e)(2)(B); and

24 (ii) Article II(B) of the Decree of the  
25 Supreme Court of the United States in Ar-

1            Arizona v. California (547 U.S. 150 as may  
2            be amended or supplemented) is adminis-  
3            tered so that diversions from the main  
4            stream for the Central Arizona Project, as  
5            served under existing contracts with the  
6            United States by diversion works here-  
7            tofore constructed, shall be limited and re-  
8            duced to offset any diversions made pursu-  
9            ant to section 10603(c)(2)(B) of this Act.  
10           This clause shall not affect, in any man-  
11           ner, the amount of water apportioned to  
12           Arizona pursuant to the Boulder Canyon  
13           Project Act (43 U.S.C. 617 et seq.), or  
14           amend any provisions of said decree or the  
15           Colorado River Basin Project Act (43  
16           U.S.C. 1501 et. seq.).

17           (3) UPPER BASIN PROTECTIONS.—

18           (A) CONSULTATIONS.—Henceforth, in any  
19           consultation pursuant to 16 U.S.C. 1536(a)  
20           with respect to water development in the San  
21           Juan River Basin, the Secretary shall confer  
22           with the States of Colorado and New Mexico,  
23           consistent with the provisions of section 5 of  
24           the “Principles for Conducting Endangered  
25           Species Act Section 7 Consultations on Water

1 Development and Water Management Activities  
2 Affecting Endangered Fish Species in the San  
3 Juan River Basin” as adopted by the Coordina-  
4 tion Committee, San Juan River Basin Recov-  
5 ery Implementation Program, on June 19,  
6 2001, and as may be amended or modified.

7 (B) PRESERVATION OF EXISTING  
8 RIGHTS.—Rights to the consumptive use of  
9 water available to the Upper Basin from the  
10 Colorado River System under the Colorado  
11 River Compact and the Compact shall not be  
12 reduced or prejudiced by any use of water pur-  
13 suant to subsection 10603(c). Nothing in this  
14 Act shall be construed so as to impair, conflict  
15 with, or otherwise change the duties and powers  
16 of the Upper Colorado River Commission.

17 (d) FORBEARANCE.—

18 (1) IN GENERAL.—Subject to paragraphs (2)  
19 and (3), during any year in which a shortage to the  
20 normal diversion requirement for any use relating to  
21 the Project within the State of Arizona occurs (as  
22 determined under section 11 of Public Law 87-483  
23 (76 Stat. 99)), the Nation may temporarily forbear  
24 the delivery of the water supply of the Navajo Res-  
25ervoir for uses in the State of New Mexico under the



1       apportionments of water to the Navajo Indian Irri-  
2       gation Project and the normal diversion require-  
3       ments of the Project to allow an equivalent quantity  
4       of water to be delivered from the Navajo Reservoir  
5       water supply for municipal and domestic uses of the  
6       Nation in the State of Arizona under the Project.

7           (2) LIMITATION OF FORBEARANCE.—The Na-  
8       tion may forebear the delivery of water under para-  
9       graph (1) of a quantity not exceeding the quantity  
10      of the shortage to the normal diversion requirement  
11      for any use relating to the Project within the State  
12      of Arizona.

13          (3) EFFECT.—The forbearance of the delivery  
14      of water under paragraph (1) shall be subject to the  
15      requirements in subsection (c).

16      (e) EFFECT.—Nothing in this subtitle—

17          (1) authorizes the marketing, leasing, or trans-  
18      fer of the water supplies made available to the Na-  
19      tion under the Contract to non-Navajo water users  
20      in States other than the State of New Mexico; or

21          (2) authorizes the forbearance of water uses in  
22      the State of New Mexico to allow uses of water in  
23      other States other than as authorized under sub-  
24      section (d).

1 (f) COLORADO RIVER COMPACTS.—Notwithstanding  
2 any other provision of law—

3 (1) water may be diverted by the Project from  
4 the San Juan River in the State of New Mexico for  
5 use within New Mexico in the lower basin, as that  
6 term is used in the Colorado River Compact;

7 (2) any water diverted under paragraph (1)  
8 shall be a part of, and charged against, the con-  
9 sumptive use apportionment made to the State of  
10 New Mexico by Article III(a) of the Compact and to  
11 the upper basin by Article III(a) of the Colorado  
12 River Compact; and

13 (3) any water so diverted by the Project into  
14 the lower basin within the State of New Mexico shall  
15 not be credited as water reaching Lee Ferry pursu-  
16 ant to Articles III(c) and III(d) of the Colorado  
17 River Compact.

18 (g) PAYMENT OF OPERATION, MAINTENANCE, AND  
19 REPLACEMENT COSTS.—

20 (1) IN GENERAL.—The Secretary is authorized  
21 to pay the operation, maintenance, and replacement  
22 costs of the Project allocable to the Project Partici-  
23 pants under section 10604 until the date on which  
24 the Secretary declares any section of the Project to  
25 be substantially complete and delivery of water gen-

1 erated by, and through, that section of the Project  
2 can be made to a Project participant.

3 (2) PROJECT PARTICIPANT PAYMENTS.—Begin-  
4 ning on the date described in paragraph (1), each  
5 Project Participant shall pay all allocated operation,  
6 maintenance, and replacement costs for that sub-  
7 stantially completed section of the Project, in ac-  
8 cordance with contracts entered into pursuant to  
9 section 10604, except as provided in section  
10 10604(f).

11 (h) NO PRECEDENT.—Nothing in this Act shall be  
12 construed as authorizing or establishing a precedent for  
13 any type of transfer of Colorado River System water be-  
14 tween the Upper Basin and Lower Basin. Nor shall any-  
15 thing in this Act be construed as expanding the Sec-  
16 retary's authority in the Upper Basin.

17 (i) UNIQUE SITUATION.—Diversions by the Project  
18 consistent with this section address critical tribal and non-  
19 Indian water supply needs under unique circumstances,  
20 which include, among other things—

21 (1) the intent to benefit an American Indian  
22 tribe;

23 (2) the Navajo Nation's location in both the  
24 Upper and Lower Basin;

1           (3) the intent to address critical Indian water  
2 needs in the State of Arizona and Indian and non-  
3 Indian water needs in the State of New Mexico,

4           (4) the location of the Navajo Nation's capital  
5 city of Window Rock in the State of Arizona in close  
6 proximity to the border of the State of New Mexico  
7 and the pipeline route for the Project;

8           (5) the lack of other reasonable options avail-  
9 able for developing a firm, sustainable supply of mu-  
10 nicipal water for the Navajo Nation at Window Rock  
11 in the State of Arizona; and

12           (6) the limited volume of water to be diverted  
13 by the Project to supply municipal uses in the Win-  
14 dow Rock area in the State of Arizona.

15           (j) CONSENSUS.—Congress notes the consensus of  
16 the Governors' Representatives on Colorado River Oper-  
17 ations of the States that are signatory to the Colorado  
18 River Compact regarding the diversions authorized for the  
19 Project under this section.

20           (k) EFFICIENT USE.—The diversions and uses au-  
21 thorized for the Project under this Section represent  
22 unique and efficient uses of Colorado River apportion-  
23 ments in a manner that Congress has determined would  
24 be consistent with the obligations of the United States to  
25 the Navajo Nation.

1 **SEC. 10604. PROJECT CONTRACTS.**

## 2 (a) NAVAJO NATION CONTRACT.—

3 (1) HYDROLOGIC DETERMINATION.—Congress  
4 recognizes that the Hydrologic Determination nec-  
5 essary to support approval of the Contract has been  
6 completed.

## 7 (2) CONTRACT APPROVAL.—

## 8 (A) APPROVAL.—

9 (i) IN GENERAL.—Except to the ex-  
10 tent that any provision of the Contract  
11 conflicts with this subtitle, Congress ap-  
12 proves, ratifies, and confirms the Contract.

13 (ii) AMENDMENTS.—To the extent  
14 any amendment is executed to make the  
15 Contract consistent with this subtitle, that  
16 amendment is authorized, ratified, and  
17 confirmed.

18 (B) EXECUTION OF CONTRACT.—The Sec-  
19 retary, acting on behalf of the United States,  
20 shall enter into the Contract to the extent that  
21 the Contract does not conflict with this subtitle  
22 (including any amendment that is required to  
23 make the Contract consistent with this sub-  
24 title).

25 (3) NONREIMBURSABILITY OF ALLOCATED  
26 COSTS.—The following costs shall be nonreimburs-

1 able and not subject to repayment by the Nation or  
2 any other Project beneficiary:

3 (A) Any share of the construction costs of  
4 the Nation relating to the Project authorized by  
5 section 10602(a).

6 (B) Any costs relating to the construction  
7 of the Navajo Indian Irrigation Project that  
8 may otherwise be allocable to the Nation for  
9 use of any facility of the Navajo Indian Irriga-  
10 tion Project to convey water to each Navajo  
11 community under the Project.

12 (C) Any costs relating to the construction  
13 of Navajo Dam that may otherwise be allocable  
14 to the Nation for water deliveries under the  
15 Contract.

16 (4) OPERATION, MAINTENANCE, AND REPLACE-  
17 MENT OBLIGATION.—Subject to subsection (f), the  
18 Contract shall include provisions under which the  
19 Nation shall pay any costs relating to the operation,  
20 maintenance, and replacement of each facility of the  
21 Project that are allocable to the Nation.

22 (5) LIMITATION, CANCELLATION, TERMINATION,  
23 AND RESCISSION.—The Contract may be limited by  
24 a term of years, canceled, terminated, or rescinded  
25 only by an Act of Congress.

1 (b) CITY OF GALLUP CONTRACT.—

2 (1) CONTRACT AUTHORIZATION.—Consistent  
3 with this subtitle, the Secretary is authorized to  
4 enter into a repayment contract with the City that  
5 requires the City—

6 (A) to repay, within a 50-year period, the  
7 share of the construction costs of the City relat-  
8 ing to the Project, with interest as provided  
9 under section 10305; and

10 (B) consistent with section 10603(g), to  
11 pay the operation, maintenance, and replace-  
12 ment costs of the Project that are allocable to  
13 the City.

14 (2) CONTRACT PREPAYMENT.—

15 (A) IN GENERAL.—The contract author-  
16 ized under paragraph (1) may allow the City to  
17 satisfy the repayment obligation of the City for  
18 construction costs of the Project on the pay-  
19 ment of the share of the City prior to the initi-  
20 ation of construction.

21 (B) AMOUNT.—The amount of the share  
22 of the City described in subparagraph (A) shall  
23 be determined by agreement between the Sec-  
24 retary and the City.

1           (C) REPAYMENT OBLIGATION.—Any repay-  
2           ment obligation established by the Secretary  
3           and the City pursuant to subparagraph (A)  
4           shall be subject to a final cost allocation by the  
5           Secretary on project completion and to the limi-  
6           tations set forth in paragraph (3).

7           (3) SHARE OF CONSTRUCTION COSTS.—

8           (A) IN GENERAL.—Subject to subpara-  
9           graph (B), the Secretary shall determine the  
10          share of the construction costs of the Project  
11          allocable to the City and establish the percent-  
12          age of the allocated construction costs that the  
13          City shall be required to repay pursuant to the  
14          contract entered into under paragraph (1),  
15          based on the ability of the City to pay.

16          (B) MINIMUM PERCENTAGE.—Notwith-  
17          standing subparagraph (A), the repayment obli-  
18          gation of the City shall be at least 25 percent  
19          of the construction costs of the Project that are  
20          allocable to the City, but shall in no event ex-  
21          ceed 35 percent.

22          (4) EXCESS CONSTRUCTION COSTS.—Any con-  
23          struction costs of the Project allocable to the City in  
24          excess of the repayment obligation of the City, as



1 determined under paragraph (3), shall be nonreim-  
2 bursable.

3 (5) GRANT FUNDS.—A grant from any other  
4 Federal source shall not be credited toward the  
5 amount required to be repaid by the City under a  
6 repayment contract.

7 (6) TITLE TRANSFER.—If title is transferred to  
8 the City prior to repayment under section 10602(f),  
9 the City shall be required to provide assurances sat-  
10 isfactory to the Secretary of fulfillment of the re-  
11 maining repayment obligation of the City.

12 (7) WATER DELIVERY SUBCONTRACT.—The  
13 Secretary shall not enter into a contract under para-  
14 graph (1) with the City until the City has secured  
15 a water supply for the City's portion of the Project  
16 described in section 10603(b)(2)(B), by entering  
17 into, as approved by the Secretary, a water delivery  
18 subcontract for a period of not less than 40 years  
19 beginning on the date on which the construction of  
20 any facility of the Project serving the City is com-  
21 pleted, with—

22 (A) the Nation, as authorized by the Con-  
23 tract;

24 (B) the Jicarilla Apache Nation, as author-  
25 ized by the settlement contract between the

1 United States and the Jicarilla Apache Tribe,  
2 authorized by the Jicarilla Apache Tribe Water  
3 Rights Settlement Act (Public Law 102-441;  
4 106 Stat. 2237); or

5 (C) an acquired alternate source of water,  
6 subject to approval of the Secretary and the  
7 State of New Mexico, acting through the New  
8 Mexico Interstate Stream Commission and the  
9 New Mexico State Engineer.

10 (c) JICARILLA APACHE NATION CONTRACT.—

11 (1) CONTRACT AUTHORIZATION.—Consistent  
12 with this subtitle, the Secretary is authorized to  
13 enter into a repayment contract with the Jicarilla  
14 Apache Nation that requires the Jicarilla Apache  
15 Nation—

16 (A) to repay, within a 50-year period, the  
17 share of any construction cost of the Jicarilla  
18 Apache Nation relating to the Project, with in-  
19 terest as provided under section 10305; and

20 (B) consistent with section 10603(g), to  
21 pay the operation, maintenance, and replace-  
22 ment costs of the Project that are allocable to  
23 the Jicarilla Apache Nation.

24 (2) CONTRACT PREPAYMENT.—

1 (A) IN GENERAL.—The contract author-  
2 ized under paragraph (1) may allow the  
3 Jicarilla Apache Nation to satisfy the repay-  
4 ment obligation of the Jicarilla Apache Nation  
5 for construction costs of the Project on the pay-  
6 ment of the share of the Jicarilla Apache Na-  
7 tion prior to the initiation of construction.

8 (B) AMOUNT.—The amount of the share  
9 of Jicarilla Apache Nation described in sub-  
10 paragraph (A) shall be determined by agree-  
11 ment between the Secretary and the Jicarilla  
12 Apache Nation.

13 (C) REPAYMENT OBLIGATION.—Any repay-  
14 ment obligation established by the Secretary  
15 and the Jicarilla Apache Nation pursuant to  
16 subparagraph (A) shall be subject to a final  
17 cost allocation by the Secretary on project com-  
18 pletion and to the limitations set forth in para-  
19 graph (3).

20 (3) SHARE OF CONSTRUCTION COSTS.—

21 (A) IN GENERAL.—Subject to subpara-  
22 graph (B), the Secretary shall determine the  
23 share of the construction costs of the Project  
24 allocable to the Jicarilla Apache Nation and es-  
25 tablish the percentage of the allocated construc-

1           tion costs of the Jicarilla Apache Nation that  
2           the Jicarilla Apache Nation shall be required to  
3           repay based on the ability of the Jicarilla  
4           Apache Nation to pay.

5           (B) MINIMUM PERCENTAGE.—Notwith-  
6           standing subparagraph (A), the repayment obli-  
7           gation of the Jicarilla Apache Nation shall be  
8           at least 25 percent of the construction costs of  
9           the Project that are allocable to the Jicarilla  
10          Apache Nation, but shall in no event exceed 35  
11          percent.

12          (4) EXCESS CONSTRUCTION COSTS.—Any con-  
13          struction costs of the Project allocable to the  
14          Jicarilla Apache Nation in excess of the repayment  
15          obligation of the Jicarilla Apache Nation as deter-  
16          mined under paragraph (3), shall be nonreimburs-  
17          able.

18          (5) GRANT FUNDS.—A grant from any other  
19          Federal source shall not be credited toward the  
20          share of the Jicarilla Apache Nation of construction  
21          costs.

22          (6) NAVAJO INDIAN IRRIGATION PROJECT  
23          COSTS.—The Jicarilla Apache Nation shall have no  
24          obligation to repay any Navajo Indian Irrigation  
25          Project construction costs that might otherwise be

1 allocable to the Jicarilla Apache Nation for use of  
2 the Navajo Indian Irrigation Project facilities to  
3 convey water to the Jicarilla Apache Nation, and  
4 any such costs shall be nonreimbursable.

5 (d) CAPITAL COST ALLOCATIONS.—

6 (1) IN GENERAL.—For purposes of estimating  
7 the capital repayment requirements of the Project  
8 Participants under this section, the Secretary shall  
9 review and, as appropriate, update the Draft Impact  
10 Statement allocating capital construction costs for  
11 the Project.

12 (2) FINAL COST ALLOCATION.—The repayment  
13 contracts entered into with Project Participants  
14 under this section shall require that the Secretary  
15 perform a final cost allocation when construction of  
16 the Project is determined to be substantially com-  
17 plete.

18 (3) REPAYMENT OBLIGATION.—The Secretary  
19 shall determine the repayment obligation of the  
20 Project Participants based on the final cost alloca-  
21 tion identifying reimbursable and nonreimbursable  
22 capital costs of the Project consistent with this sub-  
23 title.

24 (e) OPERATION, MAINTENANCE, AND REPLACEMENT  
25 COST ALLOCATIONS.—For purposes of determining the

1 operation, maintenance, and replacement obligations of  
2 the Project Participants under this section, the Secretary  
3 shall review and, as appropriate, update the Draft Impact  
4 Statement that allocates operation, maintenance, and re-  
5 placement costs for the Project.

6 (f) TEMPORARY WAIVERS OF PAYMENTS.—

7 (1) IN GENERAL.—On the date on which the  
8 Secretary declares a section of the Project to be sub-  
9 stantially complete and delivery of water generated  
10 by and through that section of the Project can be  
11 made to the Nation, the Secretary may waive, for a  
12 period of not more than 10 years, the operation,  
13 maintenance, and replacement costs allocable to the  
14 Nation for that section of the Project that the Sec-  
15 retary determines are in excess of the ability of the  
16 Nation to pay.

17 (2) SUBSEQUENT PAYMENT BY NATION.—After  
18 a waiver under paragraph (1), the Nation shall pay  
19 all allocated operation, maintenance, and replace-  
20 ment costs of that section of the Project.

21 (3) PAYMENT BY UNITED STATES.—Any oper-  
22 ation, maintenance, or replacement costs waived by  
23 the Secretary under paragraph (1) shall be paid by  
24 the United States and shall be nonreimbursable.

1           (4) EFFECT ON CONTRACTS.—Failure of the  
2 Secretary to waive costs under paragraph (1) be-  
3 cause of a lack of availability of Federal funding to  
4 pay the costs under paragraph (3) shall not alter the  
5 obligations of the Nation or the United States under  
6 a repayment contract.

7           (5) TERMINATION OF AUTHORITY.—The au-  
8 thority of the Secretary to waive costs under para-  
9 graph (1) with respect to a Project facility trans-  
10 ferred to the Nation under section 10602(f) shall  
11 terminate on the date on which the Project facility  
12 is transferred.

13          (g) PROJECT CONSTRUCTION COMMITTEE.—The  
14 Secretary shall facilitate the formation of a project con-  
15 struction committee with the Project Participants and the  
16 State of New Mexico—

17           (1) to review cost factors and budgets for con-  
18 struction and operation and maintenance activities;

19           (2) to improve construction management  
20 through enhanced communication; and

21           (3) to seek additional ways to reduce overall  
22 Project costs.

23 **SEC. 10605. NAVAJO NATION MUNICIPAL PIPELINE.**

24          (a) USE OF NAVAJO NATION PIPELINE.—In addition  
25 to use of the Navajo Nation Municipal Pipeline to convey

1 the Animas-La Plata Project water of the Nation, the Na-  
2 tion may use the Navajo Nation Municipal Pipeline to con-  
3 vey non-Animas La Plata Project water for municipal and  
4 industrial purposes.

5 (b) CONVEYANCE OF TITLE TO PIPELINE.—

6 (1) IN GENERAL.—On completion of the Navajo  
7 Nation Municipal Pipeline, the Secretary may enter  
8 into separate agreements with the City of Farm-  
9 ington, New Mexico and the Nation to convey title  
10 to each portion of the Navajo Nation Municipal  
11 Pipeline facility or section of the Pipeline to the City  
12 of Farmington and the Nation after execution of a  
13 Project operations agreement approved by the Sec-  
14 retary, the Nation, and the City of Farmington that  
15 sets forth any terms and conditions that the Sec-  
16 retary determines are necessary.

17 (2) CONVEYANCE TO THE CITY OF FARMINGTON  
18 OR NAVAJO NATION.—In conveying title to the Nav-  
19 ajo Nation Municipal Pipeline under this subsection,  
20 the Secretary shall convey—

21 (A) to the City of Farmington, the facili-  
22 ties and any land or interest in land acquired  
23 by the United States for the construction, oper-  
24 ation, and maintenance of the Pipeline that are



1 located within the corporate boundaries of the  
2 City; and

3 (B) to the Nation, the facilities and any  
4 land or interests in land acquired by the United  
5 States for the construction, operation, and  
6 maintenance of the Pipeline that are located  
7 outside the corporate boundaries of the City of  
8 Farmington.

9 (3) EFFECT OF CONVEYANCE.—The conveyance  
10 of title to the Pipeline shall not affect the applica-  
11 tion of the Endangered Species Act of 1973 (16  
12 U.S.C. 1531 et seq.) relating to the use of water as-  
13 sociated with the Animas-La Plata Project.

14 (4) LIABILITY.—

15 (A) IN GENERAL.—Effective on the date of  
16 the conveyance authorized by this subsection,  
17 the United States shall not be held liable by  
18 any court for damages of any kind arising out  
19 of any act, omission, or occurrence relating to  
20 the land, buildings, or facilities conveyed under  
21 this subsection, other than damages caused by  
22 acts of negligence committed by the United  
23 States or by employees or agents of the United  
24 States prior to the date of conveyance.

1 (B) TORT CLAIMS.—Nothing in this sub-  
2 section increases the liability of the United  
3 States beyond the liability provided under chap-  
4 ter 171 of title 28, United States Code (com-  
5 monly known as the “Federal Tort Claims  
6 Act”).

7 (5) NOTICE OF PROPOSED CONVEYANCE.—Not  
8 later than 45 days before the date of a proposed  
9 conveyance of title to the Pipeline, the Secretary  
10 shall submit to the Committee on Natural Resources  
11 of the House of Representatives and the Committee  
12 on Energy and Natural Resources of the Senate, no-  
13 tice of the conveyance of the Pipeline.

14 **SEC. 10606. AUTHORIZATION OF CONJUNCTIVE USE WELLS.**

15 (a) CONJUNCTIVE GROUNDWATER DEVELOPMENT  
16 PLAN.—Not later than 1 year after the date of enactment  
17 of this Act, the Nation, in consultation with the Secretary,  
18 shall complete a conjunctive groundwater development  
19 plan for the wells described in subsections (b) and (c).

20 (b) WELLS IN THE SAN JUAN RIVER BASIN.—In ac-  
21 cordance with the conjunctive groundwater development  
22 plan, the Secretary may construct or rehabilitate wells and  
23 related pipeline facilities to provide capacity for the diver-  
24 sion and distribution of not more than 1,670 acre-feet of

1 groundwater in the San Juan River Basin in the State  
2 of New Mexico for municipal and domestic uses.

3 (c) WELLS IN THE LITTLE COLORADO AND RIO  
4 GRANDE BASINS.—

5 (1) IN GENERAL.—In accordance with the  
6 Project and conjunctive groundwater development  
7 plan for the Nation, the Secretary may construct or  
8 rehabilitate wells and related pipeline facilities to  
9 provide capacity for the diversion and distribution  
10 of—

11 (A) not more than 680 acre-feet of ground-  
12 water in the Little Colorado River Basin in the  
13 State of New Mexico;

14 (B) not more than 80 acre-feet of ground-  
15 water in the Rio Grande Basin in the State of  
16 New Mexico; and

17 (C) not more than 770 acre-feet of ground-  
18 water in the Little Colorado River Basin in the  
19 State of Arizona.

20 (2) USE.—Groundwater diverted and distrib-  
21 uted under paragraph (1) shall be used for munic-  
22 ipal and domestic uses.

23 (d) ACQUISITION OF LAND.—

24 (1) IN GENERAL.—Except as provided in para-  
25 graph (2), the Secretary may acquire any land or in-

1       terest in land that is necessary for the construction,  
2       operation, and maintenance of the wells and related  
3       pipeline facilities authorized under subsections (b)  
4       and (c).

5           (2) LIMITATION.—Nothing in this subsection  
6       authorizes the Secretary to condemn water rights for  
7       the purposes described in paragraph (1).

8           (e) CONDITION.—The Secretary shall not commence  
9       any construction activity relating to the wells described in  
10       subsection (b) and (c) until the Secretary executes the  
11       Agreement.

12          (f) CONVEYANCE OF WELLS.—

13           (1) IN GENERAL.—On the determination of the  
14       Secretary that the wells and related facilities are  
15       substantially complete and delivery of water gener-  
16       ated by the wells can be made to the Nation, an  
17       agreement with the Nation shall be entered into, to  
18       convey to the Nation title to—

19           (A) any well or related pipeline facility  
20       constructed or rehabilitated under subsections  
21       (a) and (b) after the wells and related facilities  
22       have been completed; and

23           (B) any land or interest in land acquired  
24       by the United States for the construction, oper-

1           ation, and maintenance of the well or related  
2           pipeline facility.

3           (2) OPERATION, MAINTENANCE, AND REPLACE-  
4           MENT.—

5           (A) IN GENERAL.—The Secretary is au-  
6           thorized to pay operation and maintenance  
7           costs for the wells and related pipeline facilities  
8           authorized under this subsection until title to  
9           the facilities is conveyed to the Nation.

10           (B) SUBSEQUENT ASSUMPTION BY NA-  
11           TION.—On completion of a conveyance of title  
12           under paragraph (1), the Nation shall assume  
13           all responsibility for the operation and mainte-  
14           nance of the well or related pipeline facility con-  
15           veyed.

16           (3) EFFECT OF CONVEYANCE.—The conveyance  
17           of title to the Nation of the conjunctive use wells  
18           under paragraph (1) shall not affect the application  
19           of the Endangered Species Act of 1973 (16 U.S.C.  
20           1531 et seq.).

21           (g) USE OF PROJECT FACILITIES.—The capacities of  
22           the treatment facilities, main pipelines, and lateral pipe-  
23           lines of the Project authorized by section 10602(b) may  
24           be used to treat and convey groundwater to Nation com-  
25           munities if the Nation provides for payment of the oper-

1 ation, maintenance, and replacement costs associated with  
2 the use of the facilities or pipelines.

3 (h) LIMITATIONS.—The diversion and use of ground-  
4 water by wells constructed or rehabilitated under this sec-  
5 tion shall be made in a manner consistent with applicable  
6 Federal and State law.

7 **SEC. 10607. SAN JUAN RIVER NAVAJO IRRIGATION**  
8 **PROJECTS.**

9 (a) REHABILITATION.—Subject to subsection (b), the  
10 Secretary shall rehabilitate—

11 (1) the Fruitland-Cambridge Irrigation Project  
12 to serve not more than 3,335 acres of land, which  
13 shall be considered to be the total serviceable area  
14 of the project; and

15 (2) the Hogback-Cudei Irrigation Project to  
16 serve not more than 8,830 acres of land, which shall  
17 be considered to be the total serviceable area of the  
18 project.

19 (b) CONDITION.—The Secretary shall not commence  
20 any construction activity relating to the rehabilitation of  
21 the Fruitland-Cambridge Irrigation Project or the Hog-  
22 back-Cudei Irrigation Project under subsection (a) until  
23 the Secretary executes the Agreement.

24 (c) OPERATION, MAINTENANCE, AND REPLACEMENT  
25 OBLIGATION.—The Nation shall continue to be respon-

1 sible for the operation, maintenance, and replacement of  
2 each facility rehabilitated under this section.

3 **SEC. 10608. OTHER IRRIGATION PROJECTS.**

4 (a) IN GENERAL.—Not later than 2 years after the  
5 date of enactment of this Act, the Secretary, in consulta-  
6 tion with the State of New Mexico (acting through the  
7 Interstate Stream Commission) and the Non-Navajo Irri-  
8 gation Districts that elect to participate, shall—

9 (1) conduct a study of Non-Navajo Irrigation  
10 District diversion and ditch facilities; and

11 (2) based on the study, identify and prioritize  
12 a list of projects, with associated cost estimates, that  
13 are recommended to be implemented to repair, reha-  
14 bilitate, or reconstruct irrigation diversion and ditch  
15 facilities to improve water use efficiency.

16 (b) GRANTS.—The Secretary may provide grants to,  
17 and enter into cooperative agreements with, the Non-Nav-  
18 ajo Irrigation Districts to plan, design, or otherwise imple-  
19 ment the projects identified under subsection (a)(2).

20 (c) COST-SHARING.—

21 (1) FEDERAL SHARE.—The Federal share of  
22 the total cost of carrying out a project under sub-  
23 section (b) shall be not more than 50 percent, and  
24 shall be nonreimbursable.

1           (2) FORM.—The non-Federal share required  
2 under paragraph (1) may be in the form of in-kind  
3 contributions, including the contribution of any valu-  
4 able asset or service that the Secretary determines  
5 would substantially contribute to a project carried  
6 out under subsection (b).

7           (3) STATE CONTRIBUTION.—The Secretary may  
8 accept from the State of New Mexico a partial or  
9 total contribution toward the non-Federal share for  
10 a project carried out under subsection (b).

11 **SEC. 10609. AUTHORIZATION OF APPROPRIATIONS.**

12           (a) AUTHORIZATION OF APPROPRIATIONS FOR NAV-  
13 AJO-GALLUP WATER SUPPLY PROJECT.—

14           (1) IN GENERAL.—There is authorized to be  
15 appropriated to the Secretary to plan, design, and  
16 construct the Project \$870,000,000 for the period of  
17 fiscal years 2009 through 2024, to remain available  
18 until expended.

19           (2) ADJUSTMENTS.—The amount under para-  
20 graph (1) shall be adjusted by such amounts as may  
21 be required by reason of changes since 2007 in con-  
22 struction costs, as indicated by engineering cost indi-  
23 ces applicable to the types of construction involved.

24           (3) USE.—In addition to the uses authorized  
25 under paragraph (1), amounts made available under



1 that paragraph may be used for the conduct of re-  
2 lated activities to comply with Federal environmental  
3 laws.

4 (4) OPERATION AND MAINTENANCE.—

5 (A) IN GENERAL.—There are authorized to  
6 be appropriated such sums as are necessary to  
7 operate and maintain the Project consistent  
8 with this subtitle.

9 (B) EXPIRATION.—The authorization  
10 under subparagraph (A) shall expire 10 years  
11 after the year the Secretary declares the Project  
12 to be substantially complete.

13 (b) APPROPRIATIONS FOR CONJUNCTIVE USE  
14 WELLS.—

15 (1) SAN JUAN WELLS.—There is authorized to  
16 be appropriated to the Secretary for the construction  
17 or rehabilitation and operation and maintenance of  
18 conjunctive use wells under section 10606(b)  
19 \$30,000,000, as adjusted under paragraph (3), for  
20 the period of fiscal years 2009 through 2019.

21 (2) WELLS IN THE LITTLE COLORADO AND RIO  
22 GRANDE BASINS.—There are authorized to be appro-  
23 priated to the Secretary for the construction or reha-  
24 bilitation and operation and maintenance of conjunc-  
25 tive use wells under section 10606(c) such sums as

1 are necessary for the period of fiscal years 2009  
2 through 2024.

3 (3) ADJUSTMENTS.—The amount under para-  
4 graph (1) shall be adjusted by such amounts as may  
5 be required by reason of changes since 2008 in con-  
6 struction costs, as indicated by engineering cost indi-  
7 ces applicable to the types of construction or reha-  
8 bilitation involved.

9 (4) NONREIMBURSABLE EXPENDITURES.—  
10 Amounts made available under paragraphs (1) and  
11 (2) shall be nonreimbursable to the United States.

12 (5) USE.—In addition to the uses authorized  
13 under paragraphs (1) and (2), amounts made avail-  
14 able under that paragraph may be used for the con-  
15 duct of related activities to comply with Federal en-  
16 vironmental laws.

17 (6) LIMITATION.—Appropriations authorized  
18 under paragraph (1) shall not be used for operation  
19 or maintenance of any conjunctive use wells at a  
20 time in excess of 3 years after the well is declared  
21 substantially complete.

22 (c) SAN JUAN RIVER IRRIGATION PROJECTS.—

23 (1) IN GENERAL.—There are authorized to be  
24 appropriated to the Secretary—

1 (A) to carry out section 10607(a)(1), not  
2 more than \$7,700,000, as adjusted under para-  
3 graph (2), for the period of fiscal years 2009  
4 through 2016, to remain available until ex-  
5 pended; and

6 (B) to carry out section 10607(a)(2), not  
7 more than \$15,400,000, as adjusted under  
8 paragraph (2), for the period of fiscal years  
9 2009 through 2019, to remain available until  
10 expended.

11 (2) ADJUSTMENT.—The amounts made avail-  
12 able under paragraph (1) shall be adjusted by such  
13 amounts as may be required by reason of changes  
14 since January 1, 2004, in construction costs, as in-  
15 dicated by engineering cost indices applicable to the  
16 types of construction involved in the rehabilitation.

17 (3) NONREIMBURSABLE EXPENDITURES.—  
18 Amounts made available under this subsection shall  
19 be nonreimbursable to the United States.

20 (d) OTHER IRRIGATION PROJECTS.—There are au-  
21 thorized to be appropriated to the Secretary to carry out  
22 section 10608 \$11,000,000 for the period of fiscal years  
23 2009 through 2019.

24 (e) CULTURAL RESOURCES.—

1           (1) IN GENERAL.—The Secretary may use not  
2 more than 2 percent of amounts made available  
3 under subsections (a), (b), and (c) for the survey, re-  
4 covery, protection, preservation, and display of ar-  
5 chaeological resources in the area of a Project facil-  
6 ity or conjunctive use well.

7           (2) NONREIMBURSABLE EXPENDITURES.—Any  
8 amounts made available under paragraph (1) shall  
9 be nonreimbursable.

10         (f) FISH AND WILDLIFE FACILITIES.—

11           (1) IN GENERAL.—In association with the de-  
12 velopment of the Project, the Secretary may use not  
13 more than 4 percent of amounts made available  
14 under subsections (a), (b), and (c) to purchase land  
15 and construct and maintain facilities to mitigate the  
16 loss of, and improve conditions for the propagation  
17 of, fish and wildlife if any such purchase, construc-  
18 tion, or maintenance will not affect the operation of  
19 any water project or use of water.

20           (2) NONREIMBURSABLE EXPENDITURES.—Any  
21 amounts expended under paragraph (1) shall be  
22 nonreimbursable.

23         **PART IV—NAVAJO NATION WATER RIGHTS**

24         **SEC. 10701. AGREEMENT.**

25           (a) AGREEMENT APPROVAL.—

1 (1) APPROVAL BY CONGRESS.—Except to the  
2 extent that any provision of the Agreement conflicts  
3 with this subtitle, Congress approves, ratifies, and  
4 confirms the Agreement (including any amendments  
5 to the Agreement that are executed to make the  
6 Agreement consistent with this subtitle).

7 (2) EXECUTION BY SECRETARY.—The Sec-  
8 retary shall enter into the Agreement to the extent  
9 that the Agreement does not conflict with this sub-  
10 title, including—

11 (A) any exhibits to the Agreement requir-  
12 ing the signature of the Secretary; and

13 (B) any amendments to the Agreement  
14 necessary to make the Agreement consistent  
15 with this subtitle.

16 (3) AUTHORITY OF SECRETARY.—The Sec-  
17 retary may carry out any action that the Secretary  
18 determines is necessary or appropriate to implement  
19 the Agreement, the Contract, and this section.

20 (4) ADMINISTRATION OF NAVAJO RESERVOIR  
21 RELEASES.—The State of New Mexico may admin-  
22 ister water that has been released from storage in  
23 Navajo Reservoir in accordance with subparagraph  
24 9.1 of the Agreement.

25 (b) WATER AVAILABLE UNDER CONTRACT.—

1 (1) QUANTITIES OF WATER AVAILABLE.—

2 (A) IN GENERAL.—Water shall be made  
 3 available annually under the Contract for  
 4 projects in the State of New Mexico supplied  
 5 from the Navajo Reservoir and the San Juan  
 6 River (including tributaries of the River) under  
 7 New Mexico State Engineer File Numbers  
 8 2849, 2883, and 3215 in the quantities de-  
 9 scribed in subparagraph (B).

10 (B) WATER QUANTITIES.—The quantities  
 11 of water referred to in subparagraph (A) are as  
 12 follows:

	Diver- sion (acre- feet/ year)	Deple- tion (acre- feet/ year)
Navajo Indian Irrigation Project	508,000	270,000
Navajo-Gallup Water Supply Project	22,650	20,780
Animas-La Plata Project	4,680	2,340
Total	535,330	293,120

13 (C) MAXIMUM QUANTITY.—A diversion of  
 14 water to the Nation under the Contract for a  
 15 project described in subparagraph (B) shall not  
 16 exceed the quantity of water necessary to sup-  
 17 ply the amount of depletion for the project.

18 (D) TERMS, CONDITIONS, AND LIMITA-  
 19 TIONS.—The diversion and use of water under  
 20 the Contract shall be subject to and consistent

1 with the terms, conditions, and limitations of  
2 the Agreement, this subtitle, and any other ap-  
3 plicable law.

4 (2) AMENDMENTS TO CONTRACT.—The Sec-  
5 retary, with the consent of the Nation, may amend  
6 the Contract if the Secretary determines that the  
7 amendment is—

8 (A) consistent with the Agreement; and

9 (B) in the interest of conserving water or  
10 facilitating beneficial use by the Nation or a  
11 subcontractor of the Nation.

12 (3) RIGHTS OF THE NATION.—The Nation may,  
13 under the Contract—

14 (A) use tail water, wastewater, and return  
15 flows attributable to a use of the water by the  
16 Nation or a subcontractor of the Nation if—

17 (i) the depletion of water does not ex-  
18 ceed the quantities described in paragraph  
19 (1); and

20 (ii) the use of tail water, wastewater,  
21 or return flows is consistent with the  
22 terms, conditions, and limitations of the  
23 Agreement, and any other applicable law;  
24 and

1 (B) change a point of diversion, change a  
2 purpose or place of use, and transfer a right for  
3 depletion under this subtitle (except for a point  
4 of diversion, purpose or place of use, or right  
5 for depletion for use in the State of Arizona  
6 under section 10603(b)(2)(D)), to another use,  
7 purpose, place, or depletion in the State of New  
8 Mexico to meet a water resource or economic  
9 need of the Nation if—

10 (i) the change or transfer is subject to  
11 and consistent with the terms of the  
12 Agreement, the Partial Final Decree de-  
13 scribed in paragraph 3.0 of the Agreement,  
14 the Contract, and any other applicable law;  
15 and

16 (ii) a change or transfer of water use  
17 by the Nation does not alter any obligation  
18 of the United States, the Nation, or an-  
19 other party to pay or repay project con-  
20 struction, operation, maintenance, or re-  
21 placement costs under this subtitle and the  
22 Contract.

23 (c) SUBCONTRACTS.—

24 (1) IN GENERAL.—



1 (A) SUBCONTRACTS BETWEEN NATION  
2 AND THIRD PARTIES.—The Nation may enter  
3 into subcontracts for the delivery of Project  
4 water under the Contract to third parties for  
5 any beneficial use in the State of New Mexico  
6 (on or off land held by the United States in  
7 trust for the Nation or a member of the Nation  
8 or land held in fee by the Nation).

9 (B) APPROVAL REQUIRED.—A subcontract  
10 entered into under subparagraph (A) shall not  
11 be effective until approved by the Secretary in  
12 accordance with this subsection and the Con-  
13 tract.

14 (C) SUBMITTAL.—The Nation shall submit  
15 to the Secretary for approval or disapproval any  
16 subcontract entered into under this subsection.

17 (D) DEADLINE.—The Secretary shall ap-  
18 prove or disapprove a subcontract submitted to  
19 the Secretary under subparagraph (C) not later  
20 than the later of—

21 (i) the date that is 180 days after the  
22 date on which the subcontract is submitted  
23 to the Secretary; and

1 (ii) the date that is 60 days after the  
2 date on which a subcontractor complies  
3 with—

4 (I) section 102(2)(C) of the Na-  
5 tional Environmental Policy Act of  
6 1969 (42 U.S.C. 4332(2)(C)); and

7 (II) any other requirement of  
8 Federal law.

9 (E) ENFORCEMENT.—A party to a sub-  
10 contract may enforce the deadline described in  
11 subparagraph (D) under section 1361 of title  
12 28, United States Code.

13 (F) COMPLIANCE WITH OTHER LAW.—A  
14 subcontract described in subparagraph (A) shall  
15 comply with the Agreement, the Partial Final  
16 Decree described in paragraph 3.0 of the Agree-  
17 ment, and any other applicable law.

18 (G) NO LIABILITY.—The Secretary shall  
19 not be liable to any party, including the Nation,  
20 for any term of, or any loss or other detriment  
21 resulting from, a lease, contract, or other agree-  
22 ment entered into pursuant to this subsection.

23 (2) ALIENATION.—

1 (A) PERMANENT ALIENATION.—The Na-  
2 tion shall not permanently alienate any right  
3 granted to the Nation under the Contract.

4 (B) MAXIMUM TERM.—The term of any  
5 water use subcontract (including a renewal)  
6 under this subsection shall be not more than 99  
7 years.

8 (3) NONINTERCOURSE ACT COMPLIANCE.—This  
9 subsection—

10 (A) provides congressional authorization  
11 for the subcontracting rights of the Nation; and

12 (B) is deemed to fulfill any requirement  
13 that may be imposed by section 2116 of the Re-  
14 vised Statutes (25 U.S.C. 177).

15 (4) FORFEITURE.—The nonuse of the water  
16 supply secured by a subcontractor of the Nation  
17 under this subsection shall not result in forfeiture,  
18 abandonment, relinquishment, or other loss of any  
19 part of a right decreed to the Nation under the Con-  
20 tract or this section.

21 (5) NO PER CAPITA PAYMENTS.—No part of  
22 the revenue from a water use subcontract under this  
23 subsection shall be distributed to any member of the  
24 Nation on a per capita basis.

1 (d) WATER LEASES NOT REQUIRING SUB-  
2 CONTRACTS.—

3 (1) AUTHORITY OF NATION.—

4 (A) IN GENERAL.—The Nation may lease,  
5 contract, or otherwise transfer to another party  
6 or to another purpose or place of use in the  
7 State of New Mexico (on or off land that is held  
8 by the United States in trust for the Nation or  
9 a member of the Nation or held in fee by the  
10 Nation) a water right that—

11 (i) is decreed to the Nation under the  
12 Agreement; and

13 (ii) is not subject to the Contract.

14 (B) COMPLIANCE WITH OTHER LAW.—In  
15 carrying out an action under this subsection,  
16 the Nation shall comply with the Agreement,  
17 the Partial Final Decree described in paragraph  
18 3.0 of the Agreement, the Supplemental Partial  
19 Final Decree described in paragraph 4.0 of the  
20 Agreement, and any other applicable law.

21 (2) ALIENATION; MAXIMUM TERM.—

22 (A) ALIENATION.—The Nation shall not  
23 permanently alienate any right granted to the  
24 Nation under the Agreement.

1           (B) MAXIMUM TERM.—The term of any  
2           water use lease, contract, or other arrangement  
3           (including a renewal) under this subsection  
4           shall be not more than 99 years.

5           (3) NO LIABILITY.—The Secretary shall not be  
6           liable to any party, including the Nation, for any  
7           term of, or any loss or other detriment resulting  
8           from, a lease, contract, or other agreement entered  
9           into pursuant to this subsection.

10           (4) NONINTERCOURSE ACT COMPLIANCE.—This  
11           subsection—

12           (A) provides congressional authorization  
13           for the lease, contracting, and transfer of any  
14           water right described in paragraph (1)(A); and

15           (B) is deemed to fulfill any requirement  
16           that may be imposed by the provisions of sec-  
17           tion 2116 of the Revised Statutes (25 U.S.C.  
18           177).

19           (5) FORFEITURE.—The nonuse of a water right  
20           of the Nation by a lessee or contractor to the Nation  
21           under this subsection shall not result in forfeiture,  
22           abandonment, relinquishment, or other loss of any  
23           part of a right decreed to the Nation under the Con-  
24           tract or this section.

25           (e) NULLIFICATION.—

## 1 (1) DEADLINES.—

2 (A) IN GENERAL.—In carrying out this  
3 section, the following deadlines apply with re-  
4 spect to implementation of the Agreement:

5 (i) AGREEMENT.—Not later than De-  
6 cember 31, 2010, the Secretary shall exe-  
7 cute the Agreement.

8 (ii) CONTRACT.—Not later than De-  
9 cember 31, 2010, the Secretary and the  
10 Nation shall execute the Contract.

11 (iii) PARTIAL FINAL DECREE.—Not  
12 later than December 31, 2013, the court in  
13 the stream adjudication shall have entered  
14 the Partial Final Decree described in para-  
15 graph 3.0 of the Agreement.

16 (iv) FRUITLAND-CAMBRIDGE IRRIGA-  
17 TION PROJECT.—Not later than December  
18 31, 2016, the rehabilitation construction of  
19 the Fruitland-Cambridge Irrigation Project  
20 authorized under section 10607(a)(1) shall  
21 be completed.

22 (v) SUPPLEMENTAL PARTIAL FINAL  
23 DECREE.—Not later than December 31,  
24 2016, the court in the stream adjudication  
25 shall enter the Supplemental Partial Final

1 Decree described in subparagraph 4.0 of  
2 the Agreement.

3 (vi) HOGBACK-CUDEI IRRIGATION  
4 PROJECT.—Not later than December 31,  
5 2019, the rehabilitation construction of the  
6 Hogback-Cudei Irrigation Project author-  
7 ized under section 10607(a)(2) shall be  
8 completed.

9 (vii) TRUST FUND.—Not later than  
10 December 31, 2019, the United States  
11 shall make all deposits into the Trust  
12 Fund under section 10702.

13 (viii) CONJUNCTIVE WELLS.—Not  
14 later than December 31, 2019, the funds  
15 authorized to be appropriated under sec-  
16 tion 10609(b)(1) for the conjunctive use  
17 wells authorized under section 10606(b)  
18 should be appropriated.

19 (ix) NAVAJO-GALLUP WATER SUPPLY  
20 PROJECT.—Not later than December 31,  
21 2024, the construction of all Project facili-  
22 ties shall be completed.

23 (B) EXTENSION.—A deadline described in  
24 subparagraph (A) may be extended if the Na-  
25 tion, the United States (acting through the Sec-

1       retary), and the State of New Mexico (acting  
2       through the New Mexico Interstate Stream  
3       Commission) agree that an extension is reason-  
4       ably necessary.

5       (2) REVOCABILITY OF AGREEMENT, CONTRACT  
6       AND AUTHORIZATIONS.—

7       (A) PETITION.—If the Nation determines  
8       that a deadline described in paragraph (1)(A) is  
9       not substantially met, the Nation may submit  
10      to the court in the stream adjudication a peti-  
11      tion to enter an order terminating the Agree-  
12      ment and Contract.

13      (B) TERMINATION.—On issuance of an  
14      order to terminate the Agreement and Contract  
15      under subparagraph (A)—

16      (i) the Trust Fund shall be termi-  
17      nated;

18      (ii) the balance of the Trust Fund  
19      shall be deposited in the general fund of  
20      the Treasury;

21      (iii) the authorizations for construc-  
22      tion and rehabilitation of water projects  
23      under this subtitle shall be revoked and  
24      any Federal activity related to that con-



1 construction and rehabilitation shall be sus-  
2 pended; and

3 (iv) this part and parts I and III shall  
4 be null and void.

5 (3) CONDITIONS NOT CAUSING NULLIFICATION  
6 OF SETTLEMENT.—

7 (A) IN GENERAL.—If a condition described  
8 in subparagraph (B) occurs, the Agreement and  
9 Contract shall not be nullified or terminated.

10 (B) CONDITIONS.—The conditions referred  
11 to in subparagraph (A) are as follows:

12 (i) A lack of right to divert at the ca-  
13 pacities of conjunctive use wells con-  
14 structed or rehabilitated under section  
15 10606.

16 (ii) A failure—

17 (I) to determine or resolve an ac-  
18 counting of the use of water under  
19 this subtitle in the State of Arizona;

20 (II) to obtain a necessary water  
21 right for the consumptive use of water  
22 in Arizona;

23 (III) to contract for the delivery  
24 of water for use in Arizona; or

1 (IV) to construct and operate a  
2 lateral facility to deliver water to a  
3 community of the Nation in Arizona,  
4 under the Project.

5 (f) EFFECT ON RIGHTS OF INDIAN TRIBES.—

6 (1) IN GENERAL.—Except as provided in para-  
7 graph (2), nothing in the Agreement, the Contract,  
8 or this section quantifies or adversely affects the  
9 land and water rights, or claims or entitlements to  
10 water, of any Indian tribe or community other than  
11 the rights, claims, or entitlements of the Nation in,  
12 to, and from the San Juan River Basin in the State  
13 of New Mexico.

14 (2) EXCEPTION.—The right of the Nation to  
15 use water under water rights the Nation has in  
16 other river basins in the State of New Mexico shall  
17 be forborne to the extent that the Nation supplies  
18 the uses for which the water rights exist by diver-  
19 sions of water from the San Juan River Basin under  
20 the Project consistent with subparagraph 9.13 of the  
21 Agreement.

22 **SEC. 10702. TRUST FUND.**

23 (a) ESTABLISHMENT.—There is established in the  
24 Treasury a fund to be known as the “Navajo Nation

1 Water Resources Development Trust Fund”, consisting  
2 of—

3 (1) such amounts as are appropriated to the  
4 Trust Fund under subsection (f); and

5 (2) any interest earned on investment of  
6 amounts in the Trust Fund under subsection (d).

7 (b) USE OF FUNDS.—The Nation may use amounts  
8 in the Trust Fund—

9 (1) to investigate, construct, operate, maintain,  
10 or replace water project facilities, including facilities  
11 conveyed to the Nation under this subtitle and facili-  
12 ties owned by the United States for which the Na-  
13 tion is responsible for operation, maintenance, and  
14 replacement costs; and

15 (2) to investigate, implement, or improve a  
16 water conservation measure (including a metering or  
17 monitoring activity) necessary for the Nation to  
18 make use of a water right of the Nation under the  
19 Agreement.

20 (c) MANAGEMENT.—The Secretary shall manage the  
21 Trust Fund, invest amounts in the Trust Fund pursuant  
22 to subsection (d), and make amounts available from the  
23 Trust Fund for distribution to the Nation in accordance  
24 with the American Indian Trust Fund Management Re-  
25 form Act of 1994 (25 U.S.C. 4001 et seq.).

1 (d) INVESTMENT OF THE TRUST FUND.—Beginning  
2 on October 1, 2019, the Secretary shall invest amounts  
3 in the Trust Fund in accordance with—

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

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

7 (3) the American Indian Trust Fund Manage-  
8 ment Reform Act of 1994 (25 U.S.C. 4001 et seq.).

9 (e) CONDITIONS FOR EXPENDITURES AND WITH-  
10 DRAWALS.—

11 (1) TRIBAL MANAGEMENT PLAN.—

12 (A) IN GENERAL.—Subject to paragraph  
13 (7), on approval by the Secretary of a tribal  
14 management plan in accordance with the Amer-  
15 ican Indian Trust Fund Management Reform  
16 Act of 1994 (25 U.S.C. 4001 et seq.), the Na-  
17 tion may withdraw all or a portion of the  
18 amounts in the Trust Fund.

19 (B) REQUIREMENTS.—In addition to any  
20 requirements under the American Indian Trust  
21 Fund Management Reform Act of 1994 (25  
22 U.S.C. 4001 et seq.), the tribal management  
23 plan shall require that the Nation only use  
24 amounts in the Trust Fund for the purposes  
25 described in subsection (b), including the identi-

1           fication of water conservation measures to be  
2           implemented in association with the agricultural  
3           water use of the Nation.

4           (2) ENFORCEMENT.—The Secretary may take  
5           judicial or administrative action to enforce the provi-  
6           sions of any tribal management plan to ensure that  
7           any amounts withdrawn from the Trust Fund are  
8           used in accordance with this subtitle.

9           (3) NO LIABILITY.—Neither the Secretary nor  
10          the Secretary of the Treasury shall be liable for the  
11          expenditure or investment of any amounts with-  
12          drawn from the Trust Fund by the Nation.

13          (4) EXPENDITURE PLAN.—

14                (A) IN GENERAL.—The Nation shall sub-  
15                mit to the Secretary for approval an expendi-  
16                ture plan for any portion of the amounts in the  
17                Trust Fund made available under this section  
18                that the Nation does not withdraw under this  
19                subsection.

20                (B) DESCRIPTION.—The expenditure plan  
21                shall describe the manner in which, and the  
22                purposes for which, funds of the Nation remain-  
23                ing in the Trust Fund will be used.

24                (C) APPROVAL.—On receipt of an expendi-  
25                ture plan under subparagraph (A), the Sec-

1       retary shall approve the plan if the Secretary  
2       determines that the plan is reasonable and con-  
3       sistent with this subtitle.

4       (5) ANNUAL REPORT.—The Nation shall sub-  
5       mit to the Secretary an annual report that describes  
6       any expenditures from the Trust Fund during the  
7       year covered by the report.

8       (6) LIMITATION.—No portion of the amounts in  
9       the Trust Fund shall be distributed to any Nation  
10      member on a per capita basis.

11      (7) CONDITIONS.—Any amount authorized to  
12      be appropriated to the Trust Fund under subsection  
13      (f) shall not be available for expenditure or with-  
14      drawal—

15           (A) before December 31, 2019; and

16           (B) until the date on which the court in  
17      the stream adjudication has entered—

18           (i) the Partial Final Decree; and

19           (ii) the Supplemental Partial Final  
20      Decree.

21      (f) AUTHORIZATION OF APPROPRIATIONS.—There  
22      are authorized to be appropriated for deposit in the Trust  
23      Fund—

24           (1) \$6,000,000 for each of fiscal years 2010  
25      through 2014; and

1 (2) \$4,000,000 for each of fiscal years 2015  
2 through 2019.

3 **SEC. 10703. WAIVERS AND RELEASES.**

4 (a) CLAIMS BY THE NATION AND THE UNITED  
5 STATES.—In return for recognition of the Nation's water  
6 rights and other benefits, including but not limited to the  
7 commitments by other parties, as set forth in the Agree-  
8 ment and this subtitle, the Nation, on behalf of itself and  
9 members of the Nation (other than members in the capac-  
10 ity of the members as allottees), and the United States  
11 acting in its capacity as trustee for the Nation, shall exe-  
12 cute a waiver and release of—

13 (1) all claims for water rights in, or for waters  
14 of, the San Juan River Basin in the State of New  
15 Mexico that the Nation, or the United States as  
16 trustee for the Nation, asserted, or could have as-  
17 serted, in any proceeding, including but not limited  
18 to the stream adjudication, up to and including the  
19 effective date described in subsection (e), except to  
20 the extent that such rights are recognized in the  
21 Agreement or this subtitle;

22 (2) all claims for damages, losses, or injuries to  
23 water rights or claims of interference with, diversion,  
24 or taking of water (including but not limited to  
25 claims for injury to lands resulting from such dam-

1       ages, losses, injuries, interference with, diversion, or  
2       taking) in the San Juan River Basin in the State of  
3       New Mexico that accrued at any time up to and in-  
4       cluding the effective date described in subsection (e);

5       (3) all claims of any damage, loss, or injury or  
6       for injunctive or other relief because of the condition  
7       of or changes in water quality related to, or arising  
8       out of, the exercise of water rights; and

9       (4) all claims against the State of New Mexico,  
10      its agencies, or employees relating to the negotiation  
11      or the adoption of the Agreement.

12      (b) CLAIMS BY THE NATION AGAINST THE UNITED  
13      STATES.—The Nation, on behalf of itself and its members  
14      (other than in the capacity of the members as allottees),  
15      shall execute a waiver and release of—

16      (1) all claims against the United States, its  
17      agencies, or employees relating to claims for water  
18      rights in or waters of the San Juan River Basin in  
19      the State of New Mexico that the United States, act-  
20      ing in its capacity as trustee for the Nation, as-  
21      serted, or could have asserted, in any proceeding, in-  
22      cluding but not limited to the stream adjudication;

23      (2) all claims against the United States, its  
24      agencies, or employees relating to damages, losses,  
25      or injuries to water, water rights, land, or natural



1 resources due to loss of water or water rights (in-  
2 cluding but not limited to damages, losses, or inju-  
3 ries to hunting, fishing, gathering, or cultural rights  
4 due to loss of water or water rights; claims relating  
5 to inference with, diversion, or taking of water or  
6 water rights; or claims relating to failure to protect,  
7 acquire, replace, or develop water or water rights) in  
8 the San Juan River Basin in the State of New Mex-  
9 ico that first accrued at any time up to and includ-  
10 ing the effective date described in subsection (e);

11 (3) all claims against the United States, its  
12 agencies, or employees relating to the pending litiga-  
13 tion of claims relating to the Nation's water rights  
14 in the stream adjudication; and

15 (4) all claims against the United States, its  
16 agencies, or employees relating to the negotiation,  
17 execution, or the adoption of the Agreement, the de-  
18 crees, the Contract, or this subtitle.

19 (c) RESERVATION OF CLAIMS.—Notwithstanding the  
20 waivers and releases authorized in this subtitle, the Nation  
21 on behalf of itself and its members (including members  
22 in the capacity of the members as allottees) and the  
23 United States acting in its capacity as trustee for the Na-  
24 tion and allottees, retain—

1 (1) all claims for water rights or injuries to  
2 water rights arising out of activities occurring out-  
3 side the San Juan River Basin in the State of New  
4 Mexico, subject to paragraphs 8.0, 9.3, 9.12, 9.13,  
5 and 13.9 of the Agreement;

6 (2) all claims for enforcement of the Agree-  
7 ment, the Contract, the Partial Final Decree, the  
8 Supplemental Partial Final Decree, or this subtitle,  
9 through any legal and equitable remedies available  
10 in any court of competent jurisdiction;

11 (3) all rights to use and protect water rights ac-  
12 quired pursuant to State law after the date of enact-  
13 ment of this Act;

14 (4) all claims relating to activities affecting the  
15 quality of water not related to the exercise of water  
16 rights, including but not limited to any claims the  
17 Nation might have under—

18 (A) the Comprehensive Environmental Re-  
19 sponse, Compensation, and Liability Act of  
20 1980 (42 U.S.C. 9601 et seq.);

21 (B) the Safe Drinking Water Act (42  
22 U.S.C. 300f et seq.); and

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

1 (5) all claims relating to damages, losses, or in-  
2 juries to land or natural resources not due to loss  
3 of water or water rights; and

4 (6) all rights, remedies, privileges, immunities,  
5 and powers not specifically waived and released  
6 under the terms of the Agreement or this subtitle.

7 (d) TOLLING OF CLAIMS.—

8 (1) IN GENERAL.—Each applicable period of  
9 limitation and time-based equitable defense relating  
10 to a claim described in this section shall be tolled for  
11 the period beginning on the date of enactment of  
12 this Act and ending on the earlier of—

13 (A) March 1, 2025; or

14 (B) the effective date described in sub-  
15 section (e).

16 (2) EFFECT OF SUBSECTION.—Nothing in this  
17 subsection revives any claim or tolls any period of  
18 limitation or time-based equitable defense that ex-  
19 pired before the date of enactment of this Act.

20 (3) LIMITATION.—Nothing in this section pre-  
21 cludes the tolling of any period of limitations or any  
22 time-based equitable defense under any other appli-  
23 cable law.

24 (e) EFFECTIVE DATE.—

1           (1) IN GENERAL.—The waivers and releases de-  
2           scribed in subsections (a) and (b) shall be effective  
3           on the date on which the Secretary publishes in the  
4           Federal Register a statement of findings docu-  
5           menting that each of the deadlines described in sec-  
6           tion 10701(e)(1) have been met.

7           (2) DEADLINE.—If the deadlines described in  
8           section 10701(e)(1)(A) have not been met by the  
9           later of March 1, 2025, or the date of any extension  
10          under section 10701(e)(1)(B)—

11          (A) the waivers and releases described in  
12          subsections (a) and (b) shall be of no effect;  
13          and

14          (B) section 10701(e)(2)(B) shall apply.

15 **SEC. 10704. WATER RIGHTS HELD IN TRUST.**

16          A tribal water right adjudicated and described in  
17          paragraph 3.0 of the Partial Final Decree and in para-  
18          graph 3.0 of the Supplemental Partial Final Decree shall  
19          be held in trust by the United States on behalf of the Na-  
20          tion.