

103D CONGRESS
1ST SESSION

S. 1146

To provide for the settlement of the water rights claims of the Yavapai-Prescott Indian Tribe in Yavapai County, Arizona, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JUNE 23 (legislative day, JUNE 22), 1993

Mr. MCCAIN introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

A BILL

To provide for the settlement of the water rights claims of the Yavapai-Prescott Indian Tribe in Yavapai County, Arizona, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Yavapai-Prescott
5 Indian Tribe Water Rights Settlement Act of 1993”.

6 **SEC. 2. CONGRESSIONAL FINDINGS AND DECLARATIONS.**

7 (a) FINDINGS.—The Congress finds that—

8 (1) it is the policy of the United States, in ful-
9 fillment of its trust responsibility to the Indian
10 tribes, to promote Indian self-determination and eco-

1 nomic self-sufficiency, and to settle, wherever pos-
2 sible, the water rights claims of Indian tribes with-
3 out lengthy and costly litigation;

4 (2) meaningful Indian self-determination and
5 economic self-sufficiency depend on the development
6 of viable Indian reservation economies;

7 (3) quantification of rights to water and devel-
8 opment of facilities needed to utilize tribal water
9 supplies effectively is essential to the development of
10 viable Indian reservation economies, particularly in
11 arid western States;

12 (4) on June 7, 1935, and by actions subsequent
13 thereto, the United States established a reservation
14 for the Yavapai-Prescott Indian Tribe in Arizona ad-
15 jacent to the city of Prescott;

16 (5) proceedings to determine the full extent of
17 Yavapai-Prescott Tribe's water rights are currently
18 pending before the Superior Court of the State of
19 Arizona in and for Maricopa County, as part of the
20 general adjudication of the Gila River system and
21 source;

22 (6) recognizing that final resolution of the gen-
23 eral adjudication will take many years and entail
24 great expense to all parties, prolong uncertainty as
25 to the full extent of the Yavapai-Prescott Tribe's en-

1 entitlement to water and the availability of water sup-
2 plies to fulfill that entitlement, and impair orderly
3 planning and development by the Tribe and the city
4 of Prescott; the Tribe, the city of Prescott, the
5 Chino Valley Irrigation District, the State of Ari-
6 zona and the United States have sought to settle all
7 claims to water between and among them;

8 (7) representatives of the Yavapai-Prescott
9 Tribe, the city of Prescott, the Chino Valley Irriga-
10 tion District, the State of Arizona and the United
11 States have negotiated a Settlement Agreement to
12 resolve all water rights claims between and among
13 them, and to provide the Tribe with long term, reli-
14 able water supplies for the orderly development and
15 maintenance of the Tribe's reservation;

16 (8) pursuant to the Settlement Agreement and
17 the Water Service Agreement, the quantity of water
18 made available to the Yavapai-Prescott Tribe by the
19 city of Prescott and the Chino Valley Irrigation Dis-
20 trict will be secured, such Agreements will be contin-
21 ued in perpetuity, and the Tribe's continued on-res-
22 ervation use of water for municipal and industrial,
23 recreational and agricultural purposes will be pro-
24 vided for;

1 (9) to advance the goals of Federal Indian pol-
2 icy and to fulfill the trust responsibility of the Unit-
3 ed States to the Tribe, it is appropriate that the
4 United States participate in the implementation of
5 the Settlement Agreement and contribute funds to
6 firm up the city of Prescott and the Yavapai-Pres-
7 cott Tribe's long-term water supplies so as to enable
8 the Tribe to utilize fully its water entitlements in de-
9 veloping a diverse, efficient reservation economy; and

10 (10) providing funds for the acquisition and de-
11 velopment of replacement water in exchange for the
12 CAP contract of the Yavapai-Prescott Tribe and the
13 CAP subcontract of the city of Prescott is a cost-ef-
14 fective means for the United States to ensure reli-
15 able, long-term water supplies for the Yavapai-Pres-
16 cott Tribe and to promote efficient, environmentally
17 sound use of available water supplies in the Verde
18 River basin.

19 (b) DECLARATION OF PURPOSES.—The Congress de-
20 clares that the purposes of this Act are:

21 (1) to approve, ratify and confirm the Settle-
22 ment Agreement among the Yavapai-Prescott Tribe,
23 the city of Prescott, the Chino Valley Irrigation Dis-
24 trict, the State of Arizona and the United States;

1 (2) to authorize and direct the Secretary of the
2 Interior to execute and perform the Settlement
3 Agreement;

4 (3) to authorize the actions and appropriations
5 necessary for the United States to fulfill its legal
6 and trust obligations to the Yavapai-Prescott Tribe
7 as provided in the Settlement Agreement and this
8 Act;

9 (4) to authorize appropriation of such sums as
10 may be agreed upon by the Secretary, city of Pres-
11 cott, and the Yavapai-Prescott Tribe as necessary
12 for the Secretary to acquire the contract of the
13 Yavapai-Prescott Tribe for 500 acre-feet of CAP
14 water and the subcontract of the city of Prescott for
15 7,167 acre-feet of CAP water for use in the settle-
16 ment of water rights of other Indian tribes having
17 claims to the water in the Salt and Verde River
18 system;

19 (5) to require that expenditures of such appro-
20 priations by the Yavapai-Prescott Tribe and Prescott
21 for the acquisition or development of replacement
22 water supplies in the Verde River basin shall not be
23 inconsistent with the goals of the Prescott Active
24 Management Area, preservation of riparian habitat,

1 flows and biota of the Verde River and its tribu-
2 taries;

3 (6) to authorize the Secretary to substitute all
4 or part of CAP Indian and non-Indian municipal
5 and industrial priority water acquired pursuant to
6 this Act for CAP water of agricultural or municipal
7 and industrial priority acquired by the Secretary
8 pursuant to Public Law 101-628, the Fort
9 McDowell Indian Community Water Rights Settle-
10 ment Act, and assigned to that Community; and

11 (7) to repeal section 406(k) of Public Law 101-
12 628 which authorizes \$30,000,000 in appropriations
13 for the acquisition of land and water resources in
14 the Verde River basin and for the development
15 thereof as an alternative source of water for the
16 Fort McDowell Indian Community.

17 **SEC. 3. DEFINITIONS.**

18 For purposes of this Act:

19 (1) The term “CAP” means the Central Ari-
20 zona Project, a reclamation project authorized under
21 title III of the Colorado River Basin Project Act of
22 1968 (43 U.S.C. 1521 et seq.).

23 (2) The term “CAWCD” means the Central Ar-
24 izona Water Conservation District, organized under
25 the laws of the State of Arizona, which is the con-

1 tractor under a contract with the United States,
2 dated December 1, 1988, for the delivery of water
3 and repayment of costs of the Central Arizona
4 Project.

5 (3) The term “CVID” means the Chino Valley
6 Irrigation District, an irrigation district organized
7 under the laws of the State of Arizona.

8 (4) The term “Community” means the Fort
9 McDowell Indian Community, a community of
10 Yavapai Indians organized under section 16 of the
11 Indian Reorganization Act of June 18, 1934 (25
12 U.S.C. 476), and duly recognized by the Secretary.

13 (5) The term “Prescott AMA” means the Ac-
14 tive Management Area, established pursuant to Ari-
15 zona law and encompassing the Prescott ground
16 water basin, wherein the primary goal is to achieve
17 balance between annual ground water withdrawals
18 and natural and artificial recharge by the year 2025.

19 (6) The term “Prescott” means the city of
20 Prescott, an Arizona municipal corporation.

21 (7) The term “Reservation” means the reserva-
22 tion established by the Act of June 7, 1935 (49
23 Stat. 332) and the Act of May 18, 1956 (70 Stat.
24 157) for the Yavapai-Prescott Tribe of Indians.

1 (8) The term “Secretary” means the Secretary
2 of the United States Department of the Interior.

3 (9) The term “Settlement Agreement” means
4 that agreement entered into by the city of Prescott,
5 the Chino Valley Irrigation District, the Yavapai-
6 Prescott Indian Tribe, the State of Arizona, and the
7 United States, providing for the settlement of all
8 water claims between and among them.

9 (10) The term “Tribe” means the Yavapai-
10 Prescott Indian Tribe, a tribe of Yavapai Indians
11 duly recognized by the Secretary.

12 (11) The term “Water Service Agreement”
13 means that agreement between the Yavapai-Prescott
14 Indian Tribe and the city of Prescott providing for
15 water, sewer, and effluent service from the city of
16 Prescott to the Yavapai-Prescott Tribe.

17 **SEC. 4. RATIFICATION OF SETTLEMENT AGREEMENT.**

18 (a) APPROVAL OF SETTLEMENT AGREEMENT.—To
19 the extent the Settlement Agreement does not conflict with
20 the provisions of this Act, such Agreement is approved,
21 ratified and confirmed. The Secretary shall execute and
22 perform such Agreement, and shall execute any amend-
23 ments to the Agreement and perform any action required
24 by any amendments to the Agreement which may be mutu-
25 ally agreed upon by the parties.

1 (b) PERPETUITY.—The Settlement Agreement and
2 Water Service Agreement shall include provisions which
3 will ensure that the benefits to the Tribe thereunder shall
4 be secure in perpetuity. Notwithstanding the provisions of
5 section 2103 of the Revised Statutes of the United States
6 (25 U.S.C. 81) relating to the term of the Agreement, the
7 Secretary is authorized and directed to approve the Water
8 Service Agreement with a perpetual term.

9 **SEC. 5. ACQUISITION AND ALLOCATION OF CAP WATER.**

10 (a) ACQUISITION OF CONTRACTS.—The Secretary is
11 authorized and directed to acquire the CAP contract of
12 the Tribe, and the CAP subcontract of the city of Prescott
13 in exchange for an appropriate share of funds appro-
14 priated to the Verde River Basin Water Fund established
15 pursuant to section 6.

16 (b) ALLOCATION OF WATER.—The Secretary may al-
17 locate to the Fort McDowell Indian Community all or part
18 of the water acquired pursuant to section 5(a) directly or
19 in lieu of water which the Secretary acquired from the
20 Harquahala Valley Irrigation District (hereinafter
21 “HVID”) pursuant to section 406(b) of the Act of Novem-
22 ber 28, 1990 (Public Law 101–628; 104 Stat. 4483), and
23 allocated to the Community in fulfillment of the United
24 States’ obligations. In the event the Secretary allocates
25 water acquired pursuant to section 5(a) in lieu of water

1 acquired from the HVID, the Secretary may reallocate
2 HVID water to one or more other Arizona Indian tribes,
3 bands or communities with claims to the Salt and Verde
4 River System. The Secretary may reallocate HVID water
5 either with its original CAP agricultural priority or as con-
6 verted to a CAP Indian priority.

7 (c) PRIORITY.—The priority of water acquired under
8 this section, if allocated by the Secretary to the Commu-
9 nity, or to any other Arizona Indian tribe, band or commu-
10 nity, shall be the same as established in the Notice of
11 Final Water Allocations to Indian and non-Indian Water
12 Users and Related Decisions, dated March 24, 1983 (48
13 FR 2446 et seq.). The Community or any other Arizona
14 tribe, band or community to whom such water may be allo-
15 cated shall pay the United States or, if directed by the
16 Secretary, the CAWCD, all operation, maintenance and
17 replacement costs associated with such CAP water. Water
18 service capital charges, or any other charges or payments
19 for such CAP water other than operation, maintenance
20 and replacement costs shall be nonreimbursable.

21 (d) EXCLUSION OF CERTAIN COSTS.—The Secretary
22 shall, for the purpose of determining the allocation and
23 repayment of costs of the CAP as provided in Article 9.3
24 of Contract No. 14-06-W-245, Amendment No. 1, be-
25 tween the United States and the CAWCD dated December

1 1, 1988, and any amendment or revision thereof, exclude
2 the costs associated with water acquired under this section
3 from the CAWCD's repayment obligation and such costs
4 shall be nonreimbursable.

5 **SEC. 6. REPLACEMENT WATER FUND; CONTRACTS.**

6 (a) FUND.—The Secretary shall establish a fund to
7 be known as the “Verde River Basin Water Fund” (here-
8 inafter called the “Fund”) to provide replacement water
9 for the CAP water relinquished by the Tribe and by Pres-
10 cott. Moneys in the Fund shall be available without fiscal
11 year limitations.

12 (b) CONTENT OF FUND.—The Fund shall consist of
13 moneys appropriated to it pursuant to the authorization
14 in section 9(a), and any moneys returned to the Fund pur-
15 suant to subsection (d).

16 (c) PAYMENTS FROM FUND.—The Secretary shall,
17 subsequent to the publication of a statement of findings
18 as provided in section 12(a), cause to be paid from the
19 Fund to the Tribe and to Prescott an amount equal to
20 the number of acre-feet of CAP water relinquished by the
21 Tribe and by Prescott times a value to be negotiated by
22 the Secretary with the Tribe and Prescott, respectively,
23 together with interest as provided in section 9(b).

24 (d) CONTRACTS.—The Secretary shall require, as a
25 condition precedent to the payment of any moneys pursu-

1 ant to subsection (c), that the Tribe and Prescott agree,
2 by contract with the Secretary, to establish trust accounts
3 into which the payments would be deposited and adminis-
4 tered, to use such moneys consistent with the purpose and
5 intent of section 7, to provide for audits of such accounts,
6 and for the repayment to the Fund, with interest, any
7 amount determined by the Secretary not to have been used
8 within the purpose and intent of section 7.

9 **SEC. 7. EXPENDITURES OF FUNDS.**

10 (a) BY THE CITY.—All moneys paid to Prescott for
11 relinquishing its CAP subcontract to the Secretary and de-
12 posited into a trust account pursuant to section 6(d), shall
13 be used for the purposes of defraying expenses associated
14 with the investigation, acquisition or development of alter-
15 native sources of water to replace the CAP water relin-
16 quished under this Act. Alternative sources shall be under-
17 stood to include, but not be limited to, retirement of agri-
18 cultural land and acquisition of associated water rights,
19 development of ground water resources outside the Pres-
20 cott Active Management Area established pursuant to the
21 laws of the State of Arizona, and artificial recharge.

22 (b) BY THE TRIBE.—All funds paid to the Tribe for
23 relinquishing its CAP contract to the Secretary, and de-
24 posited into a trust account pursuant to section 6(d), shall
25 be used to defray its water service costs under the Water

1 Service Agreement or to develop and maintain facilities
2 for on-reservation water or effluent use.

3 (c) NO PER CAPITA PAYMENTS.—No amount of the
4 Tribe's portion of the Fund may be used to make per cap-
5 ita payments to any member of the Tribe, nor may any
6 amount of any payment made pursuant to section 6(c) be
7 distributed as a dividend or per capita payment to any
8 constituent, member, shareholder, director or employee of
9 Prescott.

10 (d) DISCLAIMER.—Effective with the payment of
11 funds pursuant to section 6(c), the United States shall not
12 be liable for any claim or cause of action arising from the
13 use of such funds by the Tribe or by Prescott.

14 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

15 The Secretary, the Tribe and Prescott shall comply
16 with all applicable Federal environmental and State envi-
17 ronmental and water laws in developing alternative water
18 sources pursuant to section 7(a). Development of such al-
19 ternative water sources shall not be inconsistent with the
20 goals of the Prescott Active Management Area, preserva-
21 tion of the riparian habitat, flows and biota of the Verde
22 River and its tributaries.

1 **SEC. 9. APPROPRIATIONS AUTHORIZATION AND REPEAL.**

2 (a) AUTHORIZATION.—There are authorized to be ap-
3 propriated to the Fund established pursuant to section
4 6(a):

5 (1) Such sums as may be required to meet the
6 amount agreed upon by the Secretary, city of Pres-
7 cott, and the Yavapai-Prescott Tribe as necessary
8 for the acquisition of the CAP contract of the Tribe
9 and the CAP subcontract of the city of Prescott,
10 plus an amount necessary for any accrued interest
11 in accordance with subsection (b).

12 (2) Such sums as may be necessary, but not to
13 exceed \$200,000, to the Secretary for the Tribe's
14 costs associated with judicial confirmation of the set-
15 tlement.

16 (3) Such sums as may be necessary to provide
17 for the study required under section 11(d).

18 (4) Such sums as may be necessary to estab-
19 lish, maintain and operate the gauging station re-
20 quired under section 11(e).

21 (b) INTEREST.—Interest shall accrue and be paid by
22 the United States on the amount authorized in subsection
23 (a)(1) beginning October 1, 1993, or the date the agree-
24 ment referred to in subsection (a) is entered into, which-
25 ever last occurs, and shall continue to accrue until appro-
26 priated, at rates determined by the Secretary of the Treas-

1 ury, taking into consideration the average market yield on
2 outstanding Federal obligations of comparable maturity.

3 (c) STATE CONTRIBUTION.—The State of Arizona
4 shall contribute \$200,000 to the trust account established
5 by the Tribe pursuant to the Settlement Agreement and
6 section 6(d) for uses consistent with section 7(b).

7 (d) REPEAL.—Subsection 406(k) of the Act of No-
8 vember 28, 1990 (Public Law 101–628; 104 Stat. 4487)
9 is repealed.

10 **SEC. 10. SATISFACTION OF CLAIMS.**

11 (a) WAIVER.—The benefits realized by the Tribe and
12 its members under the Settlement Agreement and this Act
13 shall constitute full and complete satisfaction of all mem-
14 bers' claims for water rights or injuries to water rights
15 under Federal and State laws (including claims for water
16 rights in ground water, surface water and effluent) from
17 time immemorial to the effective date of this Act, and for
18 any and all future claims of water rights (including claims
19 for water rights in ground water, surface water, and efflu-
20 ent) from and after the effective date of this Act. Nothing
21 in this Act shall be deemed to recognize or establish any
22 right of a member of the Tribe to water on the Tribe's
23 reservation.

24 (b) WAIVER AND RELEASE.—The Tribe, on behalf of
25 itself and its members, and the Secretary on behalf of the

1 United States, are authorized and required, as a condition
2 to the implementation of this Act, to execute a waiver and
3 release, except as provided in subsection (d) and the Set-
4 tlement Agreement, of all claims of water rights or injuries
5 to water rights (including water rights in ground water,
6 surface water and effluent), from and after the effective
7 date of this Act, which the Tribe and its members may
8 have, against the United States, the State of Arizona or
9 any agency or political subdivision thereof, or any other
10 person, corporation, or municipal corporation, arising
11 under the laws of the United States or the State of Ari-
12 zona.

13 (c) WAIVER BY UNITED STATES.—Except as pro-
14 vided in subsection (d) and the Settlement Agreement, the
15 United States, in its own right or on behalf of the Tribe,
16 shall not assert any claim against the State of Arizona
17 or any political subdivision thereof, or against any other
18 person, corporation, or municipal corporation, arising
19 under the laws of the United States or the State of Ari-
20 zona based upon water rights or injuries to water rights
21 of the Tribe and its members or based upon water rights
22 or injuries to water rights held by the United States on
23 behalf of the Tribe and its members.

24 (d) RIGHTS RETAINED.—In the event the waivers of
25 claims authorized in subsection (b) of this section do not

1 become effective pursuant to section 12(a), the Tribe, and
2 the United States on behalf of the Tribe, shall retain the
3 right to assert past and future water rights claims as to
4 all reservation lands.

5 (e) JURISDICTION.—The United States District
6 Court for the District of Arizona shall have original juris-
7 diction of all actions arising under this Act, the Settlement
8 Agreement and the Water Service Agreement, including
9 review pursuant to title 9, United States Code, of any ar-
10 bitration and award under the Water Service Agreement.

11 (f) CLAIMS.—Nothing in this Act shall be deemed to
12 prohibit the Tribe, or the United States on behalf of the
13 Tribe, from asserting or maintaining any claims for the
14 breach or enforcement of the Settlement Agreement or the
15 Water Service Agreement.

16 (g) DISCLAIMER.—Nothing in this Act shall affect
17 the water rights or claims related to any trust allotment
18 located outside the exterior boundaries of the reservation
19 of any member of the Tribe.

20 (h) FULL SATISFACTION OF CLAIMS.—Payments
21 made to Prescott under this Act shall be in full satisfac-
22 tion for any claim that Prescott might have against the
23 Secretary or the United States related to the allocation,
24 reallocation, relinquishment or delivery of CAP water.

1 **SEC. 11. MISCELLANEOUS PROVISIONS.**

2 (a) JOINING OF PARTIES.—In the event any party
3 to the Settlement Agreement should file a lawsuit in any
4 United States district court relating only and directly to
5 the interpretation or enforcement of the Settlement Agree-
6 ment or this Act, naming the United States of America
7 or the Tribe as parties, authorization is hereby granted
8 to join the United States of America or the Tribe, or both,
9 in any such litigation, and any claim by the United States
10 of America or the Tribe to sovereign immunity from such
11 suit is hereby waived. In the event Prescott submits a dis-
12 pute under the Water Service Agreement to arbitration
13 or seeks review by the United States District Court for
14 the District of Arizona of an arbitration award under the
15 Water Service Agreement, any claim by the Tribe to sov-
16 ereign immunity from such arbitration or review is hereby
17 waived.

18 (b) NO REIMBURSEMENT.—The United States of
19 America shall make no claims for reimbursement of costs
20 arising out of the implementation of the Settlement Agree-
21 ment or this Act against any lands within the Yavapai-
22 Prescott Indian Reservation, and no assessment shall be
23 made with regard to such costs against such lands.

24 (c) GROUND WATER MANAGEMENT PLAN.—The Sec-
25 retary, in consultation with the Tribe, is authorized to es-
26 tablish a ground water management plan for the reserva-

1 tion which, except as is necessary to be consistent with
2 the Water Service Agreement, the Settlement Agreement
3 and this Act, will be compatible with the ground water
4 management plan in effect for the Prescott Active Man-
5 agement Area. In establishing a ground water manage-
6 ment plan pursuant to this section, the Secretary may con-
7 sult with the Arizona Department of Water Resources or
8 the Prescott Active Management Area Director.

9 (d) WATER STUDY.—The Secretary is authorized and
10 directed to study the sources and costs of water supplies
11 which may be available to fulfill the trust responsibility
12 of the United States to the Tonto Apache Tribe of Arizona
13 with respect to water. Sources to be studied shall include
14 water service from the town of Payson, Arizona. The study
15 shall be commenced within 180 days after the enactment
16 of this Act and shall be completed within 1 year after it
17 is commenced. Copies of this study shall be provided to
18 the Committee on Interior and Insular Affairs of the
19 House of Representatives and the Select Committee on In-
20 dian Affairs of the Senate.

21 (e) GAUGING STATION.—The Secretary, acting
22 through the Geological Survey, shall establish, maintain
23 and operate a gauging station at the State Highway 89
24 bridge across Granite Creek adjacent to the reservation
25 to assist the Tribe and the CVID in allocating the surface

1 flows from Granite Creek as provided in the Settlement
2 Agreement.

3 **SEC. 12. EFFECTIVE DATE.**

4 (a) WAIVERS AND RELEASES.—The waivers and re-
5 leases required by section 10(b) of this Act shall become
6 effective as of the date the Secretary causes to be pub-
7 lished in the Federal Register a statement of findings
8 that—

9 (1) the Secretary has executed contracts for the
10 acquisition of the Tribe's CAP contract and the city
11 of Prescott's CAP subcontract as provided in section
12 6(d);

13 (2) the stipulation which is attached to the Set-
14 tlement Agreement as exhibit 9.5, has been approved
15 in substantially the form of such exhibit no later
16 than December 31, 1994, such approval conditioned
17 upon subsequent appropriation of funds authorized
18 in section 9(a)(1) and deposit of such funds into the
19 Tribe's and Prescott's respective trust accounts;

20 (3) the Settlement Agreement has been modi-
21 fied to the extent it is in conflict with this Act and
22 has been executed by the Secretary; and

23 (4) the State of Arizona has appropriated and
24 deposited into the Tribe's trust account \$200,000 as
25 required by the Settlement Agreement.

1 (b) DEADLINE.—If the actions described in para-
 2 graphs (1), (2), (3), and (4) of subsection (a) have not
 3 occurred by December 31, 1995, any contract between
 4 Prescott and the United States entered into pursuant to
 5 section 6(d) shall not thereafter be effective, any funds
 6 appropriated pursuant to section 9(a)(1) shall be returned
 7 to the Treasury of the United States, and any funds ap-
 8 propriated by the State of Arizona pursuant to the Settle-
 9 ment Agreement shall be returned by the Tribe to the
 10 State of Arizona.

11 **SEC. 13. OTHER CLAIMS.**

12 (a) OTHER TRIBES.—Nothing in the Settlement
 13 Agreement or this Act shall be construed in any way to
 14 quantify or otherwise adversely affect the land and water
 15 rights, claims or entitlements to water of any Arizona In-
 16 dian tribe, band or community, other than the Tribe.

17 (b) FEDERAL AGENCIES.—Nothing in this Act shall
 18 be construed to affect the water rights or the water rights
 19 claims of any Federal agency, other than the Bureau of
 20 Indian Affairs on behalf of the Tribe.

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