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**Subtitle C—Western Water and
Indian Affairs**

SEC. 21. AGING INFRASTRUCTURE ACCOUNT.

Section 9603 of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 510b) is amended by adding at the end the following:

“(d) AGING INFRASTRUCTURE ACCOUNT.—

“(1) ESTABLISHMENT.—There is established in the general fund of the Treasury a special account, to be known as the ‘Aging Infrastructure Account’ (referred to in this subsection as the ‘Account’), to provide funds to, and provide for the extended repayment of the funds by, a transferred works operating entity or project beneficiary responsible for re-

1 payment of reimbursable costs for the conduct of ex-
2 traordinary operation and maintenance work at a
3 project facility, which shall consist of—

4 “(A) any amounts that are specifically ap-
5 propriated to the Account under section 9605;
6 and

7 “(B) any amounts deposited in the Ac-
8 count under paragraph (3)(B).

9 “(2) EXPENDITURES.—Subject to paragraphs
10 (3) and (6), the Secretary may expend amounts in
11 the Account to fund and provide for extended repay-
12 ment of the funds for eligible projects identified in
13 a report submitted under paragraph (5)(B).

14 “(3) REPAYMENT CONTRACT.—

15 “(A) IN GENERAL.—The Secretary may
16 not expend amounts under paragraph (2) with
17 respect to an eligible project described in that
18 paragraph unless the transferred works oper-
19 ating entity or project beneficiary responsible
20 for repayment of reimbursable costs has entered
21 into a contract to repay the amounts under sub-
22 section (b)(2).

23 “(B) DEPOSIT OF REPAID FUNDS.—
24 Amounts repaid by a transferred works oper-
25 ating entity or project beneficiary responsible

1 for repayment of reimbursable costs receiving
2 funds under a repayment contract entered into
3 under this subsection shall be deposited in the
4 Account and shall be available to the Secretary
5 for expenditure, subject to paragraph (6), in ac-
6 cordance with this subsection, and without fur-
7 ther appropriation.

8 “(4) APPLICATION FOR FUNDING.—

9 “(A) IN GENERAL.—Beginning with fiscal
10 year 2022, not less than once per fiscal year,
11 the Secretary shall accept, during an applica-
12 tion period established by the Secretary, appli-
13 cations from transferred works operating enti-
14 ties or project beneficiaries responsible for pay-
15 ment of reimbursable costs for funds and ex-
16 tended repayment for eligible projects.

17 “(B) ELIGIBLE PROJECT.—A project eligi-
18 ble for funding and extended repayment under
19 this subsection is a project that—

20 “(i) qualifies as an extraordinary op-
21 eration and maintenance work under this
22 section;

23 “(ii) is for the major, non-recurring
24 maintenance of a mission-critical asset;
25 and

1 “(iii) is not eligible to be carried out
2 or funded under the repayment provisions
3 of section 4(c) of the Reclamation Safety
4 of Dams Act of 1978 (43 U.S.C. 508(c)).

5 “(C) GUIDELINES FOR APPLICATIONS.—
6 Not later than 60 days after the date of enact-
7 ment of this subsection, the Secretary shall
8 issue guidelines describing the information re-
9 quired to be provided in an application for
10 funds and extended repayment under this sub-
11 section that require, at a minimum—

12 “(i) a description of the project for
13 which the funds are requested;

14 “(ii) the amount of funds requested;

15 “(iii) the repayment period requested
16 by the transferred works operating entity
17 or project beneficiary responsible for re-
18 payment of reimbursable costs;

19 “(iv) alternative non-Federal funding
20 options that have been evaluated;

21 “(v) the financial justification for re-
22 questing an extended repayment period;
23 and

24 “(vi) the financial records of the
25 transferred works operating entity or

1 project beneficiary responsible for repay-
2 ment of reimbursable costs.

3 “(D) REVIEW BY THE SECRETARY.—The
4 Secretary shall review each application sub-
5 mitted under subparagraph (A)—

6 “(i) to determine whether the project
7 is eligible for funds and an extended repay-
8 ment period under this subsection;

9 “(ii) to determine if the project has
10 been identified by the Bureau of Reclama-
11 tion as part of the major rehabilitation and
12 replacement of a project facility; and

13 “(iii) to conduct a financial analysis
14 of—

15 “(I) the project; and

16 “(II) repayment capability of the
17 transferred works operating entity or
18 project beneficiary responsible for re-
19 payment of reimbursable costs.

20 “(5) REPORT.—Not later than 90 days after
21 the date on which an application period closes under
22 paragraph (4)(A), the Secretary shall submit to the
23 Committees on Energy and Natural Resources and
24 Appropriations of the Senate and the Committees on

1 Natural Resources and Appropriations of the House
2 of Representatives a report that—

3 “(A) describes the results of the Sec-
4 retary’s review of each application under para-
5 graph (4)(D), including a determination of
6 whether the project is eligible;

7 “(B) identifies each project eligible for
8 funds and extended repayment under this sub-
9 section;

10 “(C) with respect to each eligible project
11 identified under subparagraph (B), includes—

12 “(i) a description of—

13 “(I) the eligible project;

14 “(II) the anticipated cost and du-
15 ration of the eligible project;

16 “(III) any remaining engineering
17 or environmental compliance that is
18 required before the eligible project
19 commences;

20 “(IV) any recommendations the
21 Secretary may have concerning the
22 plan or design of the project; and

23 “(V) any conditions the Secretary
24 may require for construction of the
25 project;

1 “(ii) an analysis of—

2 “(I) the repayment period pro-
3 posed in the application; and

4 “(II) if the Secretary rec-
5 ommends a minimum necessary repay-
6 ment period that is different than the
7 repayment period proposed in the ap-
8 plication, the minimum necessary re-
9 payment period recommended by the
10 Secretary; and

11 “(iii) an analysis of alternative non-
12 Federal funding options;

13 “(D) describes the allocation of funds from
14 deposits into the Account under paragraph
15 (3)(B); and

16 “(E) describes the balance of funds in the
17 Account as of the date of the report.

18 “(6) ALTERNATIVE ALLOCATION.—

19 “(A) IN GENERAL.—Appropriations Acts
20 may provide for alternate allocation of amounts
21 reported pursuant to paragraph (5)(D) that are
22 made available under this subsection.

23 “(B) ALLOCATION BY SECRETARY.—

24 “(i) NO ALTERNATE ALLOCATIONS.—

25 If Congress has not enacted legislation es-

1 tablishing alternate allocations by the date
2 on which the Act making full-year appro-
3 priations for energy and water development
4 and related agencies for the applicable fis-
5 cal year is enacted into law, amounts made
6 available under paragraph (1) shall be allo-
7 cated by the Secretary.

8 “(ii) INSUFFICIENT ALTERNATE AL-
9 LOCATIONS.—If Congress enacts legislation
10 establishing alternate allocations for
11 amounts made available under paragraph
12 (1) that are less than the full amount ap-
13 propriated under that paragraph, the dif-
14 ference between the amount appropriated
15 and the alternate allocation shall be allo-
16 cated by the Secretary.

17 “(7) EFFECT OF SUBSECTION.—Nothing in this
18 subsection affects—

19 “(A) any funding provided, or contracts
20 entered into, under subsection (a) before the
21 date of enactment of this subsection; or

22 “(B) the use of funds otherwise made
23 available to the Secretary to carry out sub-
24 section (a).”.

1 **SEC. 22. NAVAJO-UTAH WATER RIGHTS SETTLEMENT.**

2 (a) PURPOSES.—The purposes of this section are—

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

6 (A) the Navajo Nation; and

7 (B) the United States, for the benefit of
8 the Nation;

9 (2) to authorize, ratify, and confirm the agree-
10 ment entered into by the Nation and the State, to
11 the extent that the agreement is consistent with this
12 section;

13 (3) to authorize and direct the Secretary—

14 (A) to execute the agreement; and

15 (B) to take any actions necessary to carry
16 out the agreement in accordance with this sec-
17 tion; and

18 (4) to authorize funds necessary for the imple-
19 mentation of the agreement and this section.

20 (b) DEFINITIONS.—In this section:

21 (1) AGREEMENT.—The term “agreement”
22 means—

23 (A) the document entitled “Navajo Utah
24 Water Rights Settlement Agreement” dated De-
25 cember 14, 2015, and the exhibits attached
26 thereto; and

1 (B) any amendment or exhibit to the docu-
2 ment or exhibits referenced in subparagraph
3 (A) to make the document or exhibits consistent
4 with this section.

5 (2) ALLOTMENT.—The term “allotment” means
6 a parcel of land—

7 (A) granted out of the public domain that
8 is—

9 (i) located within the exterior bound-
10 aries of the Reservation; or

11 (ii) Bureau of Indian Affairs parcel
12 number 792 634511 in San Juan County,
13 Utah, consisting of 160 acres located in
14 Township 41S, Range 20E, sections 11,
15 12, and 14, originally set aside by the
16 United States for the benefit of an indi-
17 vidual identified in the allotting document
18 as a Navajo Indian; and

19 (B) held in trust by the United States—

20 (i) for the benefit of an individual, in-
21 dividuals, or an Indian Tribe other than
22 the Navajo Nation; or

23 (ii) in part for the benefit of the Nav-
24 ajo Nation as of the enforceability date.

1 (3) ALLOTTEE.—The term “allottee” means an
2 individual or Indian Tribe with a beneficial interest
3 in an allotment held in trust by the United States.

4 (4) ENFORCEABILITY DATE.—The term “en-
5 forceability date” means the date on which the Sec-
6 retary publishes in the Federal Register the state-
7 ment of findings described in subsection (g)(1).

8 (5) GENERAL STREAM ADJUDICATION.—The
9 term “general stream adjudication” means the adju-
10 dication pending, as of the date of enactment of this
11 Act, in the Seventh Judicial District in and for
12 Grand County, State of Utah, commonly known as
13 the “Southeastern Colorado River General Adjudica-
14 tion”, Civil No. 810704477, conducted pursuant to
15 State law.

16 (6) INJURY TO WATER RIGHTS.—The term “in-
17 jury to water rights” means an interference with,
18 diminution of, or deprivation of water rights under
19 Federal or State law, excluding injuries to water
20 quality.

21 (7) MEMBER.—The term “member” means any
22 person who is a duly enrolled member of the Navajo
23 Nation.

24 (8) NAVAJO NATION OR NATION.—The term
25 “Navajo Nation” or “Nation” means a body politic

1 and federally recognized Indian nation, as published
2 on the list established under section 104(a) of the
3 Federally Recognized Indian Tribe List Act of 1994
4 (25 U.S.C. 5131(a)), also known variously as the
5 “Navajo Nation”, the “Navajo Nation of Arizona,
6 New Mexico, & Utah”, and the “Navajo Nation of
7 Indians” and other similar names, and includes all
8 bands of Navajo Indians and chapters of the Navajo
9 Nation and all divisions, agencies, officers, and
10 agents thereof.

11 (9) NAVAJO WATER DEVELOPMENT
12 PROJECTS.—The term “Navajo water development
13 projects” means projects for domestic municipal
14 water supply, including distribution infrastructure,
15 and agricultural water conservation, to be con-
16 structed, in whole or in part, using monies from the
17 Navajo Water Development Projects Account.

18 (10) NAVAJO WATER RIGHTS.—The term “Nav-
19 ajo water rights” means the Nation’s water rights in
20 Utah described in the agreement and this section.

21 (11) OM&R.—The term “OM&R” means oper-
22 ation, maintenance, and replacement.

23 (12) PARTIES.—The term “parties” means the
24 Navajo Nation, the State, and the United States.

1 (13) RESERVATION.—The term “Reservation”
2 means, for purposes of the agreement and this sec-
3 tion, the Reservation of the Navajo Nation in Utah
4 as in existence on the date of enactment of this Act
5 and depicted on the map attached to the agreement
6 as Exhibit A, including any parcel of land granted
7 out of the public domain and held in trust by the
8 United States entirely for the benefit of the Navajo
9 Nation as of the enforceability date.

10 (14) SECRETARY.—The term “Secretary”
11 means the Secretary of the Interior or a duly au-
12 thorized representative thereof.

13 (15) STATE.—The term “State” means the
14 State of Utah and all officers, agents, departments,
15 and political subdivisions thereof.

16 (16) UNITED STATES.—The term “United
17 States” means the United States of America and all
18 departments, agencies, bureaus, officers, and agents
19 thereof.

20 (17) UNITED STATES ACTING IN ITS TRUST CA-
21 PACITY.—The term “United States acting in its
22 trust capacity” means the United States acting for
23 the benefit of the Navajo Nation or for the benefit
24 of allottees.

25 (c) RATIFICATION OF AGREEMENT.—

1 (1) APPROVAL BY CONGRESS.—Except to the
2 extent that any provision of the agreement conflicts
3 with this section, 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 section).

7 (2) EXECUTION BY SECRETARY.—The Sec-
8 retary is authorized and directed to promptly exe-
9 cute the agreement to the extent that the agreement
10 does not conflict with this section, 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 section.

16 (3) ENVIRONMENTAL COMPLIANCE.—

17 (A) IN GENERAL.—In implementing the
18 agreement and this section, the Secretary shall
19 comply with all applicable provisions of—

20 (i) the Endangered Species Act of
21 1973 (16 U.S.C. 1531 et seq.);

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

24 (iii) all other applicable environmental
25 laws and regulations.

1 (B) EXECUTION OF THE AGREEMENT.—
2 Execution of the agreement by the Secretary as
3 provided for in this section shall not constitute
4 a major Federal action under the National En-
5 vironmental Policy Act of 1969 (42 U.S.C.
6 4321 et seq.).

7 (d) NAVAJO WATER RIGHTS.—

8 (1) CONFIRMATION OF NAVAJO WATER
9 RIGHTS.—

10 (A) QUANTIFICATION.—The Navajo Na-
11 tion shall have the right to use water from
12 water sources located within Utah and adjacent
13 to or encompassed within the boundaries of the
14 Reservation resulting in depletions not to ex-
15 ceed 81,500 acre-feet annually as described in
16 the agreement and as confirmed in the decree
17 entered by the general stream adjudication
18 court.

19 (B) SATISFACTION OF ALLOTTEE
20 RIGHTS.—Depletions resulting from the use of
21 water on an allotment shall be accounted for as
22 a depletion by the Navajo Nation for purposes
23 of depletion accounting under the agreement,
24 including recognition of—

1 (i) any water use existing on an allot-
2 ment as of the date of enactment of this
3 Act and as subsequently reflected in the
4 hydrographic survey report referenced in
5 subsection (f)(2);

6 (ii) reasonable domestic and stock
7 water uses put into use on an allotment;
8 and

9 (iii) any allotment water rights that
10 may be decreed in the general stream adju-
11 dication or other appropriate forum.

12 (C) SATISFACTION OF ON-RESERVATION
13 STATE LAW-BASED WATER RIGHTS.—Depletions
14 resulting from the use of water on the Reserva-
15 tion pursuant to State law-based water rights
16 existing as of the date of enactment of this Act
17 shall be accounted for as depletions by the Nav-
18 ajo Nation for purposes of depletion accounting
19 under the agreement.

20 (D) IN GENERAL.—The Navajo water
21 rights are ratified, confirmed, and declared to
22 be valid.

23 (E) USE.—Any use of the Navajo water
24 rights shall be subject to the terms and condi-
25 tions of the agreement and this section.

1 (F) CONFLICT.—In the event of a conflict
2 between the agreement and this section, the
3 provisions of this section shall control.

4 (2) TRUST STATUS OF NAVAJO WATER
5 RIGHTS.—The Navajo water rights—

6 (A) shall be held in trust by the United
7 States for the use and benefit of the Nation in
8 accordance with the agreement and this section;
9 and

10 (B) shall not be subject to forfeiture or
11 abandonment.

12 (3) AUTHORITY OF THE NATION.—

13 (A) IN GENERAL.—The Nation shall have
14 the authority to allocate, distribute, and lease
15 the Navajo water rights for any use on the Res-
16 ervation in accordance with the agreement, this
17 section, and applicable Tribal and Federal law.

18 (B) OFF-RESERVATION USE.—The Nation
19 may allocate, distribute, and lease the Navajo
20 water rights for off-Reservation use in accord-
21 ance with the agreement, subject to the ap-
22 proval of the Secretary.

23 (C) ALLOTTEE WATER RIGHTS.—The Na-
24 tion shall not object in the general stream adju-
25 dication or other applicable forum to the quan-

1 tification of reasonable domestic and stock
2 water uses on an allotment, and shall admin-
3 ister any water use on the Reservation in ac-
4 cordance with applicable Federal law, including
5 recognition of—

6 (i) any water use existing on an allot-
7 ment as of the date of enactment of this
8 Act and as subsequently reflected in the
9 hydrographic survey report referenced in
10 subsection (f)(2);

11 (ii) reasonable domestic and stock
12 water uses on an allotment; and

13 (iii) any allotment water rights de-
14 creed in the general stream adjudication or
15 other appropriate forum.

16 (4) EFFECT.—Except as otherwise expressly
17 provided in this subsection, nothing in this section—

18 (A) authorizes any action by the Nation
19 against the United States under Federal, State,
20 Tribal, or local law; or

21 (B) alters or affects the status of any ac-
22 tion brought pursuant to section 1491(a) of
23 title 28, United States Code.

24 (e) NAVAJO TRUST ACCOUNTS.—

1 (1) ESTABLISHMENT.—The Secretary shall es-
2 tablish a trust fund, to be known as the “Navajo
3 Utah Settlement Trust Fund” (referred to in this
4 section as the “Trust Fund”), to be managed, in-
5 vested, and distributed by the Secretary and to re-
6 main available until expended, consisting of the
7 amounts deposited in the Trust Fund under para-
8 graph (3), together with any interest earned on
9 those amounts, for the purpose of carrying out this
10 section.

11 (2) ACCOUNTS.—The Secretary shall establish
12 in the Trust Fund the following Accounts (referred
13 to in this subsection as the “Trust Fund Ac-
14 counts”):

15 (A) The Navajo Water Development
16 Projects Account.

17 (B) The Navajo OM&R Account.

18 (3) DEPOSITS.—The Secretary shall deposit in
19 the Trust Fund Accounts—

20 (A) in the Navajo Water Development
21 Projects Account, the amounts made available
22 pursuant to subsection (f)(1)(A); and

23 (B) in the Navajo OM&R Account, the
24 amount made available pursuant to subsection
25 (f)(1)(B).

1 (4) MANAGEMENT AND INTEREST.—

2 (A) MANAGEMENT.—Upon receipt and de-
3 posit of the funds into the Trust Fund Ac-
4 counts, the Secretary shall manage, invest, and
5 distribute all amounts in the Trust Fund in a
6 manner that is consistent with the investment
7 authority of the Secretary under—

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

10 (ii) the American Indian Trust Fund
11 Management Reform Act of 1994 (25
12 U.S.C. 4001 et seq.); and

13 (iii) this subsection.

14 (B) INVESTMENT EARNINGS.—In addition
15 to the deposits under paragraph (3), any invest-
16 ment earnings, including interest, credited to
17 amounts held in the Trust Fund are authorized
18 to be appropriated to be used in accordance
19 with the uses described in paragraph (8).

20 (5) AVAILABILITY OF AMOUNTS.—Amounts ap-
21 propriated to, and deposited in, the Trust Fund, in-
22 cluding any investment earnings, shall be made
23 available to the Nation by the Secretary beginning
24 on the enforceability date and subject to the uses
25 and restrictions set forth in this subsection.

1 (6) WITHDRAWALS.—

2 (A) WITHDRAWALS UNDER THE AMERICAN
3 INDIAN TRUST FUND MANAGEMENT REFORM
4 ACT OF 1994.—The Nation may withdraw any
5 portion of the funds in the Trust Fund on ap-
6 proval by the Secretary of a tribal management
7 plan submitted by the Nation in accordance
8 with the American Indian Trust Fund Manage-
9 ment Reform Act of 1994 (25 U.S.C. 4001 et
10 seq.).

11 (i) REQUIREMENTS.—In addition to
12 the requirements under the American In-
13 dian Trust Fund Management Reform Act
14 of 1994 (25 U.S.C. 4001 et seq.), the trib-
15 al management plan under this subpara-
16 graph shall require that the Nation shall
17 spend all amounts withdrawn from the
18 Trust Fund and any investment earnings
19 accrued through the investments under the
20 Tribal management plan in accordance
21 with this section.

22 (ii) ENFORCEMENT.—The Secretary
23 may carry out such judicial and adminis-
24 trative actions as the Secretary determines
25 to be necessary to enforce the Tribal man-

1 agement plan to ensure that amounts with-
2 drawn by the Nation from the Trust Fund
3 under this subparagraph are used in ac-
4 cordance with this section.

5 (B) WITHDRAWALS UNDER EXPENDITURE
6 PLAN.—The Nation may submit to the Sec-
7 retary a request to withdraw funds from the
8 Trust Fund pursuant to an approved expendi-
9 ture plan.

10 (i) REQUIREMENTS.—To be eligible to
11 withdraw funds under an expenditure plan
12 under this subparagraph, the Nation shall
13 submit to the Secretary for approval an ex-
14 penditure plan for any portion of the Trust
15 Fund that the Nation elects to withdraw
16 pursuant to this subparagraph, subject to
17 the condition that the funds shall be used
18 for the purposes described in this section.

19 (ii) INCLUSIONS.—An expenditure
20 plan under this subparagraph shall include
21 a description of the manner and purpose
22 for which the amounts proposed to be
23 withdrawn from the Trust Fund will be
24 used by the Nation, in accordance with
25 paragraphs (3) and (8).

1 (iii) APPROVAL.—On receipt of an ex-
2 penditure plan under this subparagraph,
3 the Secretary shall approve the plan, if the
4 Secretary determines that the plan—

5 (I) is reasonable;

6 (II) is consistent with, and will
7 be used for, the purposes of this sec-
8 tion; and

9 (III) contains a schedule which
10 describes that tasks will be completed
11 within 18 months of receipt of with-
12 drawn amounts.

13 (iv) ENFORCEMENT.—The Secretary
14 may carry out such judicial and adminis-
15 trative actions as the Secretary determines
16 to be necessary to enforce an expenditure
17 plan to ensure that amounts disbursed
18 under this subparagraph are used in ac-
19 cordance with this section.

20 (7) EFFECT OF TITLE.—Nothing in this section
21 gives the Nation the right to judicial review of a de-
22 termination of the Secretary regarding whether to
23 approve a Tribal management plan or an expendi-
24 ture plan except under subchapter II of chapter 5,
25 and chapter 7, of title 5, United States Code (com-

1 monly known as the “Administrative Procedure
2 Act”).

3 (8) USES.—Amounts from the Trust Fund
4 shall be used by the Nation for the following pur-
5 poses:

6 (A) The Navajo Water Development
7 Projects Account shall be used to plan, design,
8 and construct the Navajo water development
9 projects and for the conduct of related activi-
10 ties, including to comply with Federal environ-
11 mental laws.

12 (B) The Navajo OM&R Account shall be
13 used for the operation, maintenance, and re-
14 placement of the Navajo water development
15 projects.

16 (9) LIABILITY.—The Secretary and the Sec-
17 retary of the Treasury shall not be liable for the ex-
18 penditure or investment of any amounts withdrawn
19 from the Trust Fund by the Nation under para-
20 graph (6).

21 (10) NO PER CAPITA DISTRIBUTIONS.—No por-
22 tion of the Trust Fund shall be distributed on a per
23 capita basis to any member of the Nation.

24 (11) EXPENDITURE REPORTS.—The Navajo
25 Nation shall submit to the Secretary annually an ex-

1 penditure report describing accomplishments and
2 amounts spent from use of withdrawals under a
3 Tribal management plan or an expenditure plan as
4 described in this section.

5 (f) AUTHORIZATION OF APPROPRIATIONS.—

6 (1) AUTHORIZATION.—There are authorized to
7 be appropriated to the Secretary—

8 (A) for deposit in the Navajo Water Devel-
9 opment Projects Account of the Trust Fund es-
10 tablished under subsection (e)(2)(A),
11 \$198,300,000, which funds shall be retained
12 until expended, withdrawn, or reverted to the
13 general fund of the Treasury; and

14 (B) for deposit in the Navajo OM&R Ac-
15 count of the Trust Fund established under sub-
16 section (e)(2)(B), \$11,100,000, which funds
17 shall be retained until expended, withdrawn, or
18 reverted to the general fund of the Treasury.

19 (2) IMPLEMENTATION COSTS.—There is author-
20 ized to be appropriated non-trust funds in the
21 amount of \$1,000,000 to assist the United States
22 with costs associated with the implementation of this
23 section, including the preparation of a hydrographic
24 survey of historic and existing water uses on the
25 Reservation and on allotments.

1 (3) STATE COST SHARE.—The State shall con-
2 tribute \$8,000,000 payable to the Secretary for de-
3 posit into the Navajo Water Development Projects
4 Account of the Trust Fund established under sub-
5 section (e)(2)(A) in installments in each of the 3
6 years following the execution of the agreement by
7 the Secretary as provided for in subsection (c)(2).

8 (4) FLUCTUATION IN COSTS.—The amount au-
9 thorized to be appropriated under paragraph (1)
10 shall be increased or decreased, as appropriate, by
11 such amounts as may be justified by reason of ordi-
12 nary fluctuations in costs occurring after the date of
13 enactment of this Act as indicated by the Bureau of
14 Reclamation Construction Cost Index—Composite
15 Trend.

16 (A) REPETITION.—The adjustment process
17 under this paragraph shall be repeated for each
18 subsequent amount appropriated until the
19 amount authorized, as adjusted, has been ap-
20 propriated.

21 (B) PERIOD OF INDEXING.—The period of
22 indexing adjustment for any increment of fund-
23 ing shall end on the date on which funds are
24 deposited into the Trust Fund.

25 (g) CONDITIONS PRECEDENT.—

1 (1) IN GENERAL.—The waivers and releases
2 contained in subsection (h) shall become effective as
3 of the date the Secretary causes to be published in
4 the Federal Register a statement of findings that—

5 (A) to the extent that the agreement con-
6 flicts with this section, the agreement has been
7 revised to conform with this section;

8 (B) the agreement, so revised, including
9 waivers and releases of claims set forth in sub-
10 section (h), has been executed by the parties,
11 including the United States;

12 (C) Congress has fully appropriated, or the
13 Secretary has provided from other authorized
14 sources, all funds authorized under subsection
15 (f)(1);

16 (D) the State has enacted any necessary
17 legislation and provided the funding required
18 under the agreement and subsection (f)(3); and

19 (E) the court has entered a final or inter-
20 locutory decree that—

21 (i) confirms the Navajo water rights
22 consistent with the agreement and this sec-
23 tion; and

24 (ii) with respect to the Navajo water
25 rights, is final and nonappealable.

1 (2) EXPIRATION DATE.—If all the conditions
2 precedent described in paragraph (1) have not been
3 fulfilled to allow the Secretary’s statement of find-
4 ings to be published in the Federal Register by Oc-
5 tober 31, 2030—

6 (A) the agreement and this section, includ-
7 ing waivers and releases of claims described in
8 those documents, shall no longer be effective;

9 (B) any funds that have been appropriated
10 pursuant to subsection (f) but not expended, in-
11 cluding any investment earnings on funds that
12 have been appropriated pursuant to such sub-
13 section, shall immediately revert to the general
14 fund of the Treasury; and

15 (C) any funds contributed by the State
16 pursuant to subsection (f)(3) but not expended
17 shall be returned immediately to the State.

18 (3) EXTENSION.—The expiration date set forth
19 in paragraph (2) may be extended if the Navajo Na-
20 tion, the State, and the United States (acting
21 through the Secretary) agree that an extension is
22 reasonably necessary.

23 (h) WAIVERS AND RELEASES.—

24 (1) IN GENERAL.—

1 (A) WAIVER AND RELEASE OF CLAIMS BY
2 THE NATION AND THE UNITED STATES ACTING
3 IN ITS CAPACITY AS TRUSTEE FOR THE NA-
4 TION.—Subject to the retention of rights set
5 forth in paragraph (3), in return for confirma-
6 tion of the Navajo water rights and other bene-
7 fits set forth in the agreement and this section,
8 the Nation, on behalf of itself and the members
9 of the Nation (other than members in their ca-
10 pacity as allottees), and the United States, act-
11 ing as trustee for the Nation and members of
12 the Nation (other than members in their capac-
13 ity as allottees), are authorized and directed to
14 execute a waiver and release of—

15 (i) all claims for water rights within
16 Utah based on any and all legal theories
17 that the Navajo Nation or the United
18 States acting in its trust capacity for the
19 Nation, asserted, or could have asserted, at
20 any time in any proceeding, including to
21 the general stream adjudication, up to and
22 including the enforceability date, except to
23 the extent that such rights are recognized
24 in the agreement and this section; and

1 (ii) all claims for damages, losses, or
2 injuries to water rights or claims of inter-
3 ference with, diversion, or taking of water
4 rights (including claims for injury to lands
5 resulting from such damages, losses, inju-
6 ries, interference with, diversion, or taking
7 of water rights) within Utah against the
8 State, or any person, entity, corporation,
9 or municipality, that accrued at any time
10 up to and including the enforceability date.

11 (2) CLAIMS BY THE NAVAJO NATION AGAINST
12 THE UNITED STATES.—The Navajo Nation, on be-
13 half of itself (including in its capacity as allottee)
14 and its members (other than members in their ca-
15 pacity as allottees), shall execute a waiver and re-
16 lease of—

17 (A) all claims the Navajo Nation may have
18 against the United States relating in any man-
19 ner to claims for water rights in, or water of,
20 Utah that the United States acting in its trust
21 capacity for the Nation asserted, or could have
22 asserted, in any proceeding, including the gen-
23 eral stream adjudication;

24 (B) all claims the Navajo Nation may have
25 against the United States relating in any man-

1 ner to damages, losses, or injuries to water,
2 water rights, land, or other resources due to
3 loss of water or water rights (including dam-
4 ages, losses, or injuries to hunting, fishing,
5 gathering, or cultural rights due to loss of
6 water or water rights; claims relating to inter-
7 ference with, diversion, or taking of water; or
8 claims relating to failure to protect, acquire, re-
9 place, or develop water or water rights) within
10 Utah that first accrued at any time up to and
11 including the enforceability date;

12 (C) all claims the Nation may have against
13 the United States relating in any manner to the
14 litigation of claims relating to the Nation's
15 water rights in proceedings in Utah; and

16 (D) all claims the Nation may have against
17 the United States relating in any manner to the
18 negotiation, execution, or adoption of the agree-
19 ment or this section.

20 (3) RESERVATION OF RIGHTS AND RETENTION
21 OF CLAIMS BY THE NAVAJO NATION AND THE
22 UNITED STATES.—Notwithstanding the waivers and
23 releases authorized in this section, the Navajo Na-
24 tion, and the United States acting in its trust capac-
25 ity for the Nation, retain—

1 (A) all claims for injuries to and the en-
2 forcement of the agreement and the final or in-
3 terlocutory decree entered in the general stream
4 adjudication, through such legal and equitable
5 remedies as may be available in the decree
6 court or the Federal District Court for the Dis-
7 trict of Utah;

8 (B) all rights to use and protect water
9 rights acquired after the enforceability date;

10 (C) all claims relating to activities affect-
11 ing the quality of water, including any claims
12 under the Comprehensive Environmental Re-
13 sponse, Compensation, and Liability Act of
14 1980 (42 U.S.C. 9601 et seq.) (including claims
15 for damages to natural resources), the Safe
16 Drinking Water Act (42 U.S.C. 300f et seq.),
17 and the Federal Water Pollution Control Act
18 (33 U.S.C. 1251 et seq.), the regulations imple-
19 menting those Acts, and the common law;

20 (D) all claims for water rights, and claims
21 for injury to water rights, in States other than
22 the State of Utah;

23 (E) all claims, including environmental
24 claims, under any laws (including regulations

1 and common law) relating to human health,
2 safety, or the environment; and

3 (F) all rights, remedies, privileges, immu-
4 nities, and powers not specifically waived and
5 released pursuant to the agreement and this
6 section.

7 (4) EFFECT.—Nothing in the agreement or this
8 section—

9 (A) affects the ability of the United States
10 acting in its sovereign capacity to take actions
11 authorized by law, including any laws relating
12 to health, safety, or the environment, including
13 the Comprehensive Environmental Response,
14 Compensation, and Liability Act of 1980 (42
15 U.S.C. 9601 et seq.), the Safe Drinking Water
16 Act (42 U.S.C. 300f et seq.), the Federal Water
17 Pollution Control Act (33 U.S.C. 1251 et seq.),
18 the Solid Waste Disposal Act (42 U.S.C. 6901
19 et seq.), and the regulations implementing those
20 laws;

21 (B) affects the ability of the United States
22 to take actions in its capacity as trustee for any
23 other Indian Tribe or allottee;

24 (C) confers jurisdiction on any State court
25 to—

1 (i) interpret Federal law regarding
2 health, safety, or the environment or deter-
3 mine the duties of the United States or
4 other parties pursuant to such Federal
5 law; and

6 (ii) conduct judicial review of Federal
7 agency action; or

8 (D) modifies, conflicts with, preempts, or
9 otherwise affects—

10 (i) the Boulder Canyon Project Act
11 (43 U.S.C. 617 et seq.);

12 (ii) the Boulder Canyon Project Ad-
13 justment Act (43 U.S.C. 618 et seq.);

14 (iii) the Act of April 11, 1956 (com-
15 monly known as the “Colorado River Stor-
16 age Project Act”) (43 U.S.C. 620 et seq.);

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

19 (v) the Treaty between the United
20 States of America and Mexico respecting
21 utilization of waters of the Colorado and
22 Tijuana Rivers and of the Rio Grande,
23 signed at Washington February 3, 1944
24 (59 Stat. 1219);

1 (vi) the Colorado River Compact of
2 1922, as approved by the Presidential
3 Proclamation of June 25, 1929 (46 Stat.
4 3000); and

5 (vii) the Upper Colorado River Basin
6 Compact as consented to by the Act of
7 April 6, 1949 (63 Stat. 31, chapter 48).

8 (5) TOLLING OF CLAIMS.—

9 (A) IN GENERAL.—Each applicable period
10 of limitation and time-based equitable defense
11 relating to a claim waived by the Navajo Nation
12 described in this subsection shall be tolled for
13 the period beginning on the date of enactment
14 of this Act and ending on the enforceability
15 date.

16 (B) EFFECT OF PARAGRAPH.—Nothing in
17 this paragraph revives any claim or tolls any
18 period of limitation or time-based equitable de-
19 fense that expired before the date of enactment
20 of this Act.

21 (C) LIMITATION.—Nothing in this sub-
22 section precludes the tolling of any period of
23 limitations or any time-based equitable defense
24 under any other applicable law.

25 (i) MISCELLANEOUS PROVISIONS.—

1 (1) PRECEDENT.—Nothing in this section es-
2 tablishes any standard for the quantification or liti-
3 gation of Federal reserved water rights or any other
4 Indian water claims of any other Indian Tribe in
5 any other judicial or administrative proceeding.

6 (2) OTHER INDIAN TRIBES.—Nothing in the
7 agreement or this section shall be construed in any
8 way to quantify or otherwise adversely affect the
9 water rights, claims, or entitlements to water of any
10 Indian Tribe, band, or community, other than the
11 Navajo Nation.

12 (j) RELATION TO ALLOTTEES.—

13 (1) NO EFFECT ON CLAIMS OF ALLOTTEES.—
14 Nothing in this section or the agreement shall affect
15 the rights or claims of allottees, or the United
16 States, acting in its capacity as trustee for or on be-
17 half of allottees, for water rights or damages related
18 to lands allotted by the United States to allottees,
19 except as provided in subsection (d)(1)(B).

20 (2) RELATIONSHIP OF DECREE TO
21 ALLOTTEES.—Allottees, or the United States, acting
22 in its capacity as trustee for allottees, are not bound
23 by any decree entered in the general stream adju-
24 dication confirming the Navajo water rights and
25 shall not be precluded from making claims to water

1 rights in the general stream adjudication. Allottees,
2 or the United States, acting in its capacity as trust-
3 ee for allottees, may make claims and such claims
4 may be adjudicated as individual water rights in the
5 general stream adjudication.

6 (k) ANTIDEFICIENCY.—The United States shall not
7 be liable for any failure to carry out any obligation or ac-
8 tivity authorized by this section (including any obligation
9 or activity under the agreement) if adequate appropria-
10 tions are not provided expressly by Congress to carry out
11 the purposes of this section.

12 **SEC. 23. AAMODT LITIGATION SETTLEMENT COMPLE-**
13 **TION.**

14 (a) DEFINITION OF 611(g) AGREEMENT.—Section
15 602 of the Aamodt Litigation Settlement Act (Public Law
16 111–291; 124 Stat. 3134) is amended—

17 (1) by redesignating paragraphs (1) through
18 (23) as paragraphs (2) through (24), respectively;
19 and

20 (2) by inserting before paragraph (2) (as so re-
21 designated) the following:

22 “(1) 611(g) AGREEMENT.—The term ‘611(g)
23 Agreement’ means the agreement dated September
24 17, 2019, executed by the United States, the State,

1 the Pueblos, the County, and the City pursuant to
2 section 611(g).”.

3 (b) FINAL PROJECT DESIGN.—Section 611(b) of the
4 Aamodt Litigation Settlement Act (Public Law 111–291;
5 124 Stat. 3137) is amended, in the matter preceding para-
6 graph (1), by striking “within 90 days of” and inserting
7 “as soon as feasible after”.

8 (c) CONSTRUCTION COSTS FOR PUEBLO WATER FA-
9 CILITIES.—Section 611(f) of the Aamodt Litigation Set-
10 tlement Act (Public Law 111–291; 124 Stat. 3138) is
11 amended—

12 (1) in paragraph (1)—

13 (A) in subparagraph (A), by striking
14 “\$106,400,000” and inserting “\$243,400,000”;
15 and

16 (B) by striking subparagraph (B) and in-
17 serting the following:

18 “(B) EXCEPTION.—Of the amount de-
19 scribed in subparagraph (A)—

20 “(i) the initial \$106,400,000 shall be
21 increased or decreased, as appropriate,
22 based on ordinary fluctuations in construc-
23 tion costs since October 1, 2006, as deter-
24 mined using applicable engineering cost in-
25 dices; and

1 “(ii) any amounts made available in
2 excess of the amount described in clause
3 (i) shall be increased or decreased, as ap-
4 propriate, based on ordinary fluctuations
5 in construction costs since October 1,
6 2018, as determined using applicable engi-
7 neering cost indices.”; and

8 (2) in paragraph (3), by inserting “and the
9 611(g) Agreement” after “the Cost-Sharing and
10 System Integration Agreement”.

11 (d) FUNDING FOR REGIONAL WATER SYSTEM.—Sec-
12 tion 617(a)(1)(B) of the Aamodt Litigation Settlement
13 Act (Public Law 111–291; 124 Stat. 3147) is amended—

14 (1) by striking the period at the end and insert-
15 ing “; and”;

16 (2) by striking “section 616 \$50,000,000” and
17 inserting the following: “section 616—

18 “(i) \$50,000,000”; and

19 (3) by adding at the end the following:

20 “(ii) subject to the availability of ap-
21 propriations and in addition to the
22 amounts made available under clause (i),
23 \$137,000,000, as adjusted under para-
24 graph (4), for the period of fiscal years
25 2021 through 2028.”.

1 (e) ADJUSTMENT.—Section 617(a)(4) of the Aamodt
2 Litigation Settlement Act (Public Law 111–291; 124 Stat.
3 3147) is amended by striking “since October 1, 2006, as
4 determined using applicable engineering cost indices” and
5 inserting “pursuant to section 611(f)(1)(B)”.

6 (f) EXECUTION OF AGREEMENT UNDER SECTION
7 611(g).—Section 621 of the Aamodt Litigation Settle-
8 ment Act (Public Law 111–291; 124 Stat. 3149) is
9 amended by striking subsections (a) and (b) and inserting
10 the following:

11 “(a) APPROVAL.—To the extent the Settlement
12 Agreement, the Cost-Sharing and System Integration
13 Agreement, and the 611(g) Agreement do not conflict with
14 this title, the Settlement Agreement, the Cost-Sharing and
15 System Integration Agreement, and the 611(g) Agreement
16 (including any amendments to the Settlement Agreement,
17 the Cost-Sharing and System Integration Agreement, and
18 the 611(g) Agreement that are executed to make the Set-
19 tlement Agreement, the Cost-Sharing and System Integra-
20 tion Agreement, or the 611(g) Agreement consistent with
21 this title) are authorized, ratified, and confirmed.

22 “(b) EXECUTION.—To the extent the Settlement
23 Agreement, the Cost-Sharing and System Integration
24 Agreement, and the 611(g) Agreement do not conflict with
25 this title, the Secretary shall execute the Settlement

1 Agreement, the Cost-Sharing and System Integration
2 Agreement, and the 611(g) Agreement (including any
3 amendments that are necessary to make the Settlement
4 Agreement, the Cost-Sharing and System Integration
5 Agreement, or the 611(g) Agreement consistent with this
6 title).”.

7 (g) REQUIREMENTS FOR DETERMINATION OF SUB-
8 STANTIAL COMPLETION OF THE REGIONAL WATER SYS-
9 TEM.—Section 623(e) of the Aamodt Litigation Settle-
10 ment Act (Public Law 111–291; 124 Stat. 3151) is
11 amended—

12 (1) by striking paragraph (1) and inserting the
13 following:

14 “(1) CRITERIA FOR SUBSTANTIAL COMPLETION
15 OF REGIONAL WATER SYSTEM.—Subject to the pro-
16 visions of section 611(d) concerning the extent, size,
17 and capacity of the County Distribution System, the
18 Regional Water System shall be determined to be
19 substantially completed if—

20 “(A) the infrastructure has been con-
21 structed capable of—

22 “(i) diverting, treating, transmitting,
23 and distributing a supply of 2,500 acre-
24 feet of water to the Pueblos consistent with
25 the Engineering Report (as amended by

1 the 611(g) Agreement and the Operating
2 Agreement); and

3 “(ii) diverting, treating, and transmit-
4 ting the quantity of water specified in the
5 Engineering Report to the County Dis-
6 tribution System and consistent with the
7 Engineering Report (as amended by the
8 611(g) Agreement and the Operating
9 Agreement); or

10 “(B) the Secretary—

11 “(i) issues a notice to proceed author-
12 izing the commencement of Phase I con-
13 struction of the Regional Water System by
14 December 31, 2019, and subsequently
15 commences construction of the Regional
16 Water System;

17 “(ii) diligently proceeds to construct
18 the Regional Water System in accordance
19 with the Engineering Report (as amended
20 by the 611(g) Agreement), on a schedule
21 for completion by June 30, 2028;

22 “(iii) expends all of the available
23 funding provided to construct the Regional
24 Water System under section 611(f)(1)(A),
25 in the Cost-Sharing and System Integra-

1 tion Agreement, and in the 611(g) Agree-
2 ment;

3 “(iv) complies with the terms of the
4 611(g) Agreement; and

5 “(v) despite diligent efforts cannot
6 complete construction of the Regional
7 Water System as described in the final En-
8 gineering Report (as amended by the
9 611(g) Agreement), due solely to the lack
10 of additional authorized funding.”;

11 (2) in paragraph (2)—

12 (A) by striking “2021” and inserting
13 “2025”; and

14 (B) by striking “2024” and inserting
15 “2028”;

16 (3) in paragraph (3), in the matter preceding
17 subparagraph (A), by striking “2021” and inserting
18 “2025”;

19 (4) in paragraph (4)(B)(ii)(II), by striking
20 “2023” and inserting “2027”; and

21 (5) in paragraph (5)(A), by striking “2024”
22 and inserting “2028”.

23 **SEC. 24. KICKAPOO TRIBE.**

24 (a) DEFINITION OF UPPER DELAWARE AND TRIBU-
25 TARIES WATERSHED PLAN.—In this section, the term

1 “Upper Delaware and Tributaries Watershed Plan”
2 means the plan described in the document entitled “Wa-
3 tershed Plan and Environmental Impact Statement Upper
4 Delaware and Tributaries Watershed Atchison, Brown,
5 Jackson, and Nemaha Counties, Kansas”, dated January
6 1994, and supplemented in June 1994—

7 (1) developed, pursuant to the Watershed Pro-
8 tection and Flood Prevention Act (16 U.S.C. 1001
9 et seq.)—

10 (A) by the Kickapoo Tribe, certain water-
11 shed and conservation districts in the State of
12 Kansas, and the Department of Wildlife and
13 Parks of the State of Kansas; and

14 (B) with the cooperation and technical as-
15 sistance of the Natural Resources Conservation
16 Service; and

17 (2) described in the report of the Committee on
18 Environment and Public Works of the Senate (Sen-
19 ate Report 105–13; April 22, 1997).

20 (b) STUDY; RECOMMENDATIONS.—To support the
21 purposes of achieving a fair, equitable, and final settle-
22 ment of claims to water rights for the Kickapoo Tribe in
23 the State of Kansas, the Secretary of Agriculture (acting
24 through the Chief of the Natural Resources Conservation
25 Service), in consultation with the Secretary of the Interior

1 (acting through the Director of the Secretary’s Indian
2 Water Rights Office), shall—

3 (1) commence a study of the multipurpose dam
4 described in the Upper Delaware and Tributaries
5 Watershed Plan; and

6 (2) not later than 2 years after the date of en-
7 actment of this Act, make recommendations to Con-
8 gress with respect to the material alterations or
9 changes to the Upper Delaware and Tributaries Wa-
10 tershed Plan that are necessary to effectuate, in
11 part, the Tribal water rights agreed to by the Kick-
12 apoo Tribe and the State of Kansas on September
13 9, 2016, in the Kickapoo Tribe Water Rights Settle-
14 ment Agreement, which otherwise remains subject to
15 approval and authorization by Congress.

16 **SEC. 25. AQUIFER RECHARGE FLEXIBILITY.**

17 (a) **SHORT TITLE.**—This section may be cited as the
18 “Aquifer Recharge Flexibility Act”.

19 (b) **DEFINITIONS.**—In this section:

20 (1) **BUREAU.**—The term “Bureau” means the
21 Bureau of Reclamation.

22 (2) **COMMISSIONER.**—The term “Commis-
23 sioner” means the Commissioner of Reclamation.

1 (3) ELIGIBLE LAND.—The term “eligible land”,
2 with respect to a Reclamation project, means land
3 that—

4 (A) is authorized to receive water under
5 State law; and

6 (B) shares an aquifer with land located in
7 the service area of the Reclamation project.

8 (4) NET WATER STORAGE BENEFIT.—The term
9 “net water storage benefit” means an increase in the
10 volume of water that is—

11 (A) stored in 1 or more aquifers; and

12 (B)(i) available for use within the author-
13 ized service area of a Reclamation project; or

14 (ii) stored on a long-term basis to avoid or
15 reduce groundwater overdraft.

16 (5) RECLAMATION FACILITY.—The term “Rec-
17 lamation facility” means each of the infrastructure
18 assets that are owned by the Bureau at a Reclama-
19 tion project.

20 (6) RECLAMATION PROJECT.—The term “Rec-
21 lamation project” means any reclamation or irriga-
22 tion project, including incidental features thereof,
23 authorized by Federal reclamation law or the Act of
24 August 11, 1939 (commonly known as the “Water
25 Conservation and Utilization Act”) (53 Stat. 1418,

1 chapter 717; 16 U.S.C. 590y et seq.), or constructed
2 by the United States pursuant to such law, or in
3 connection with which there is a repayment or water
4 service contract executed by the United States pur-
5 suant to such law, or any project constructed by the
6 Secretary through the Bureau for the reclamation of
7 land.

8 (c) FLEXIBILITY TO ALLOW GREATER AQUIFER RE-
9 CHARGE IN WESTERN STATES.—

10 (1) USE OF RECLAMATION FACILITIES.—

11 (A) IN GENERAL.—The Commissioner may
12 allow the use of excess capacity in Reclamation
13 facilities for aquifer recharge of non-Reclama-
14 tion project water, subject to applicable rates,
15 charges, and public participation requirements,
16 on the condition that—

17 (i) the use—

18 (I) shall not be implemented in a
19 manner that is detrimental to—

20 (aa) any power service or
21 water contract for the Reclama-
22 tion project; or

23 (bb) any obligations for fish,
24 wildlife, or water quality protec-

1 tion applicable to the Reclama-
2 tion project;

3 (II) shall be consistent with
4 water quality guidelines for the Rec-
5 lamation project;

6 (III) shall comply with all appli-
7 cable—

8 (aa) Federal laws; and

9 (bb) policies of the Bureau;

10 and

11 (IV) shall comply with all appli-
12 cable State laws and policies; and

13 (ii) the non-Federal party to an exist-
14 ing contract for water or water capacity in
15 a Reclamation facility consents to the use
16 of the Reclamation facility under this sub-
17 section.

18 (B) EFFECT ON EXISTING CONTRACTS.—

19 Nothing in this subsection affects a contract—

20 (i) in effect on the date of enactment
21 of this Act; and

22 (ii) under which the use of excess ca-
23 pacity in a Bureau conveyance facility for
24 carriage of non-Reclamation project water
25 for aquifer recharge is allowed.

1 (2) AQUIFER RECHARGE ON ELIGIBLE LAND.—

2 (A) IN GENERAL.—Subject to subpara-
3 graphs (C) and (D), the Secretary may contract
4 with a holder of a water service or repayment
5 contract for a Reclamation project to allow the
6 contractor, in accordance with applicable State
7 laws and policies—

8 (i) to directly use water available
9 under the contract for aquifer recharge on
10 eligible land; or

11 (ii) to enter into an agreement with
12 an individual or entity to transfer water
13 available under the contract for aquifer re-
14 charge on eligible land.

15 (B) AUTHORIZED PROJECT USE.—The use
16 of a Reclamation facility for aquifer recharge
17 under subparagraph (A) shall be considered an
18 authorized use for the Reclamation project if
19 requested by a holder of a water service or re-
20 payment contract for the Reclamation facility.

21 (C) MODIFICATIONS TO CONTRACTS.—The
22 Secretary may contract with a holder of a water
23 service or repayment contract for a Reclamation
24 project under subparagraph (A) if the Secretary

1 determines that a new contract or contract
2 amendment described in that subparagraph is—

3 (i) necessary to allow for the use of
4 water available under the contract for aquifer recharge under this subsection;

5
6 (ii) in the best interest of the Reclamation project and the United States;
7
8 and

9 (iii) approved by the contractor that is
10 responsible for repaying the cost of construction, operations, and maintenance of
11 the facility that delivers the water under
12 the contract.

13
14 (D) REQUIREMENTS.—The use of Reclamation facilities for the use or transfer of
15 water for aquifer recharge under this subsection
16 shall be subject to the requirements that—
17

18 (i) the use or transfer shall not be implemented in a manner that materially impacts any power service or water contract
19 for the Reclamation project; and
20
21

22 (ii) before the use or transfer, the Secretary shall determine that the use or
23 transfer—
24

1 (I) results in a net water storage
2 benefit for the Reclamation project; or
3 (II) contributes to the recharge
4 of an aquifer on eligible land; and
5 (iii) the use or transfer complies with
6 all applicable—

7 (I) Federal laws and policies; and
8 (II) interstate water compacts.

9 (3) CONVEYANCE FOR AQUIFER RECHARGE
10 PURPOSES.—The holder of a right-of-way, easement,
11 permit, or other authorization to transport water
12 across public land administered by the Bureau of
13 Land Management may transport water for aquifer
14 recharge purposes without requiring additional au-
15 thorization from the Secretary where the use does
16 not expand or modify the operation of the right-of-
17 way, easement, permit, or other authorization across
18 public land.

19 (4) EFFECT.—Nothing in this section creates,
20 impairs, alters, or supersedes a Federal or State
21 water right.

22 (5) EXEMPTION.—This section shall not apply
23 to the State of California.

24 (6) ADVISORY GROUP.—The Secretary may par-
25 ticipate in any State-led collaborative, multi-stake-

1 holder advisory group created in any watershed the
2 purpose of which is to monitor, review, and assess
3 aquifer recharge activities.

4 **SEC. 26. WATERSMART EXTENSION AND EXPANSION.**

5 (a) DEFINITION OF ELIGIBLE APPLICANT.—Section
6 9502 of the Omnibus Public Land Management Act of
7 2009 (42 U.S.C. 10362) is amended—

8 (1) in the matter preceding paragraph (1), by
9 striking “section” and inserting “subtitle”;

10 (2) by striking paragraph (7) and inserting the
11 following:

12 “(7) ELIGIBLE APPLICANT.—The term ‘eligible
13 applicant’ means—

14 “(A) any State, Indian tribe, irrigation dis-
15 trict, or water district;

16 “(B) any State, regional, or local author-
17 ity, the members of which include 1 or more or-
18 ganizations with water or power delivery au-
19 thority;

20 “(C) any other organization with water or
21 power delivery authority; and

22 “(D) any nonprofit conservation organiza-
23 tion, if—

24 “(i) the nonprofit conservation organi-
25 zation is acting in partnership with and

1 with the agreement of an entity described
2 in subparagraph (A), (B), or (C); or

3 “(ii) in the case of an application for
4 a project to improve the condition of a nat-
5 ural feature or nature-based feature on
6 Federal land, the entities described in sub-
7 paragraph (A), (B), or (C) from the appli-
8 cable service area have been notified of the
9 project application and there is no written
10 objection to the project.”;

11 (3) in paragraph (10), by striking “450b” and
12 inserting “5304”;

13 (4) by redesignating paragraphs (13) through
14 (17) as paragraphs (15) through (19), respectively;
15 and

16 (5) by inserting after paragraph (12) the fol-
17 lowing:

18 “(13) NATURAL FEATURE.—The term ‘natural
19 feature’ means a feature that is created through the
20 action of physical, geological, biological, and chem-
21 ical processes over time.

22 “(14) NATURE-BASED FEATURE.—The term
23 ‘nature-based feature’ means a feature that is cre-
24 ated by human design, engineering, and construction
25 to provide a means to reduce water supply and de-

1 mand imbalances or drought or flood risk by acting
2 in concert with natural processes.”.

3 (b) GRANTS AND COOPERATIVE AGREEMENTS.—Sec-
4 tion 9504(a) of the Omnibus Public Land Management
5 Act of 2009 (42 U.S.C. 10364(a)) is amended—

6 (1) in paragraph (1)—

7 (A) in the matter preceding subparagraph
8 (A), by inserting “or carrying out any activity”
9 after “any improvement”;

10 (B) by redesignating subparagraphs (F),
11 (G), and (H) as subparagraphs (G), (H), and
12 (J), respectively;

13 (C) by inserting after subparagraph (E)
14 the following:

15 “(F) to assist States and water users in
16 complying with interstate compacts or reducing
17 basin water supply-demand imbalances;”;

18 (D) in subparagraph (G) (as so redesign-
19 ated), by striking “to prevent” and inserting
20 “to achieve the prevention of”;

21 (E) in subparagraph (H) (as so redesign-
22 ated)—

23 (i) by striking “to accelerate” and in-
24 serting “to achieve the acceleration of”;

25 and

- 1 (ii) by striking “or” at the end;
- 2 (F) by inserting after subparagraph (H)
- 3 (as so redesignated) the following:
- 4 “(I) to improve the condition of a natural
- 5 feature; or”; and
- 6 (G) in subparagraph (J) (as so redesign-
- 7 nated)—
- 8 (i) in clause (i), by striking “or” at
- 9 the end;
- 10 (ii) in clause (ii), by striking the pe-
- 11 riod at the end and inserting “; or”; and
- 12 (iii) by adding at the end the fol-
- 13 lowing:
- 14 “(iii) to plan for or address the im-
- 15 pacts of drought.”;
- 16 (2) in paragraph (2)—
- 17 (A) in subparagraph (A)—
- 18 (i) in clause (ii), by striking “or”;
- 19 (ii) in clause (iii), by striking “and”
- 20 and inserting “or”; and
- 21 (iii) by adding at the end the fol-
- 22 lowing:
- 23 “(iv) the Commonwealth of Puerto
- 24 Rico; and”; and

1 (B) by striking subparagraph (B) and in-
2 serting the following:

3 “(B) submit to the Secretary an applica-
4 tion that includes—

5 “(i) a proposal of the improvement or
6 activity to be planned, designed, con-
7 structed, or implemented by the eligible ap-
8 plicant; and

9 “(ii) for a project that is intended to
10 have a quantifiable water savings and
11 would receive a grant of \$500,000 or
12 more—

13 “(I) a proposal for a monitoring
14 plan of at least 5 years that would
15 demonstrate ways in which the pro-
16 posed improvement or activity would
17 result in improved streamflows or
18 aquatic habitat; or

19 “(II) for a project that does not
20 anticipate improved streamflows or
21 aquatic habitat, an analysis of ways in
22 which the proposed improvement or
23 activity would contribute to 1 or more
24 of the other objectives described in
25 paragraph (1).”;

1 (3) in paragraph (3)(E), by striking clause (i)
2 and inserting the following:

3 “(i) FEDERAL SHARE.—

4 “(I) IN GENERAL.—Except as
5 provided in subclause (II), the Federal
6 share of the cost of any infrastructure
7 improvement or activity that is the
8 subject of a grant or other agreement
9 entered into between the Secretary
10 and an eligible applicant under para-
11 graph (1) shall not exceed 50 percent
12 of the cost of the infrastructure im-
13 provement or activity.

14 “(II) INCREASED FEDERAL
15 SHARE FOR CERTAIN INFRASTRUC-
16 TURE IMPROVEMENTS AND ACTIVI-
17 TIES.—The Federal share of the cost
18 of an infrastructure improvement or
19 activity shall not exceed 75 percent of
20 the cost of the infrastructure improve-
21 ment or activity, if—

22 “(aa) the infrastructure im-
23 provement or activity was devel-
24 oped as part of a collaborative
25 process by—

1 “(AA) a watershed
2 group (as defined in section
3 6001); or

4 “(BB) a water user and
5 1 or more stakeholders with
6 diverse interests; and

7 “(bb) the majority of the
8 benefits of the infrastructure im-
9 provement or activity, as deter-
10 mined by the Secretary, are for
11 the purpose of advancing 1 or
12 more components of an estab-
13 lished strategy or plan to in-
14 crease the reliability of water
15 supply for consumptive and non-
16 consumptive ecological values.”;
17 and

18 (4) by adding at the end the following:

19 “(4) PRIORITY.—In providing grants to, and
20 entering into agreements for, projects intended to
21 have a quantifiable water savings under this sub-
22 section, the Secretary shall give priority to projects
23 that enhance drought resilience by benefitting the
24 water supply and ecosystem.”.

1 (c) RESEARCH AGREEMENTS.—Section 9504(b)(1) of
2 the Omnibus Public Land Management Act of 2009 (42
3 U.S.C. 10364(b)(1)) is amended—

4 (1) in the matter preceding subparagraph (A),
5 by striking “or organization with water or power de-
6 livery authority” and inserting “or eligible appli-
7 cant”;

8 (2) in subparagraph (B), by striking “or” at
9 the end;

10 (3) by redesignating subparagraph (C) as sub-
11 paragraph (D); and

12 (4) by inserting after subparagraph (B) the fol-
13 lowing:

14 “(C) to restore a natural feature or use a
15 nature-based feature to reduce water supply
16 and demand imbalances or the risk of drought
17 or flood; or”.

18 (d) AUTHORIZATION OF APPROPRIATIONS.—Section
19 9504(e) of the Omnibus Public Land Management Act of
20 2009 (42 U.S.C. 10364(e)) is amended by striking
21 “\$530,000,000” and inserting “\$700,000,000, subject to
22 the condition that \$50,000,000 of that amount shall be
23 used to carry out section 206 of the Energy and Water
24 Development and Related Agencies Appropriations Act,
25 2015 (43 U.S.C. 620 note; Public Law 113–235)”.

1 (e) CONFORMING AMENDMENT.—Section 4009(d) of
2 Public Law 114–322 (42 U.S.C. 10364 note) is amended
3 by striking “on the condition that of that amount,
4 \$50,000,000 of it is used to carry out section 206 of the
5 Energy and Water Development and Related Agencies Ap-
6 propriations Act, 2015 (43 U.S.C. 620 note; Public Law
7 113–235)”.

8 **SEC. 27. COOPERATIVE WATERSHED MANAGEMENT PRO-**
9 **GRAM.**

10 (a) DEFINITIONS.—Section 6001 of the Omnibus
11 Public Land Management Act of 2009 (16 U.S.C. 1015)
12 is amended—

13 (1) by redesignating paragraphs (2) through
14 (6) as paragraphs (3) through (7), respectively;

15 (2) by inserting after paragraph (1) the fol-
16 lowing:

17 “(2) DISADVANTAGED COMMUNITY.—The term
18 ‘disadvantaged community’ means a community (in-
19 cluding a city, town, county, or reasonably isolated
20 and divisible segment of a larger municipality) with
21 an annual median household income that is less than
22 100 percent of the statewide annual median house-
23 hold income for the State in which the community
24 is located, according to the most recent decennial
25 census.”;

1 (3) in paragraph (6)(B)(i) (as so redesignig-
2 nated)—

3 (A) in subclause (VIII), by striking “and”
4 at the end;

5 (B) in subclause (IX), by adding “and”
6 after the semicolon at the end; and

7 (C) by adding at the end the following:

8 “(X) disadvantaged communities;”; and

9 (4) in paragraph (7)(C) (as so redesignated), by
10 inserting “, including benefits to fisheries, wildlife,
11 or habitat” after “river or stream”.

12 (b) APPLICATION.—Section 6002 of the Omnibus
13 Public Lands Management Act (16 U.S.C. 1015a) is
14 amended—

15 (1) by striking subsection (b) and inserting the
16 following:

17 “(b) ESTABLISHMENT OF APPLICATION PROCESS;
18 CRITERIA.—Not later than September 30, 2021, the Sec-
19 retary shall update—

20 “(1) the application process for the program;
21 and

22 “(2) in consultation with the States, the
23 prioritization and eligibility criteria for considering
24 applications submitted in accordance with the appli-
25 cation process.”; and

1 (2) in subsection (g), by striking “2020” and
2 inserting “2026”.

3 **SEC. __28. MODIFICATION OF JACKSON GULCH REHABILI-**
4 **TATION PROJECT, COLORADO.**

5 Section 9105(b) of the Omnibus Public Land Man-
6 agement Act of 2009 (Public Law 111–11; 123 Stat.
7 1303) is amended—

8 (1) in paragraph (1)—

9 (A) by striking “requirement” and insert-
10 ing “and cost-sharing requirements”; and

11 (B) by inserting “, which shall be not more
12 than 65 percent of that total cost” before the
13 period at the end;

14 (2) in paragraph (3)—

15 (A) in the paragraph heading, by striking
16 “REQUIREMENT” and inserting “AND COST-
17 SHARING REQUIREMENTS”;

18 (B) in subparagraph (A), in the matter
19 preceding clause (i), by striking “The Secretary
20 shall recover from the District as reimbursable
21 expenses” and inserting “Subject to subpara-
22 graph (C), the District shall be liable under this
23 subsection for an amount equal to”;

24 (C) in subparagraph (B), in the matter
25 preceding clause (i), by striking “Secretary

1 shall recover reimbursable expenses” and insert-
2 ing “District shall pay the Project costs for
3 which the District is liable”; and

4 (D) by striking subparagraph (C) and in-
5 serting the following:

6 “(C) CREDIT.—In determining the exact
7 amount for which the District is liable under
8 this paragraph, the Secretary shall—

9 “(i) review and approve all final costs
10 associated with the completion of the
11 Project; and

12 “(ii) credit the district for all amounts
13 paid by the District for engineering work
14 and improvements directly associated with
15 the Project, whether before, on, or after
16 the date of enactment of this Act.”; and

17 (3) in paragraph (7), by striking “\$8,250,000.”
18 and inserting the following: “the lesser of—

19 “(A) not more than 65 percent of the total
20 cost of carrying out the Project; and

21 “(B) \$5,350,000.”.

22 **SEC. 29. AQUATIC ECOSYSTEM RESTORATION.**

23 (a) **DEFINITION OF ELIGIBLE ENTITY.**—In this sec-
24 tion, the term “eligible entity” means—

1 (1) any State, Indian Tribe, irrigation district,
2 or water district;

3 (2) any State, regional, or local authority, the
4 members of which include 1 or more organizations
5 with water or power delivery authority;

6 (3) any other entity or organization that owns
7 a facility that is eligible for upgrade, modification or
8 removal under this section;

9 (4) any nonprofit conservation organization,
10 acting in partnership with any entity listed in para-
11 graphs (1) through (3), with respect to a project in-
12 volving land or infrastructure owned by the entity;
13 and

14 (5) an agency established under State law for
15 the joint exercise of powers or a combination of enti-
16 ties described in paragraphs (1) through (4).

17 (b) GENERAL AUTHORITY.—

18 (1) IN GENERAL.—Subject to the requirements
19 of this section and paragraph (2), on request of any
20 eligible entity the Secretary may negotiate and enter
21 into an agreement on behalf of the United States to
22 fund the design, study, and construction of an
23 aquatic ecosystem restoration and protection project
24 in a Reclamation State if the Secretary determines
25 that the project is likely to improve the health of

1 fisheries, wildlife or aquatic habitat, including
2 through habitat restoration and improved fish pas-
3 sage via the removal or bypass of barriers to fish
4 passage.

5 (2) EXCEPTION.—With respect to an aquatic
6 ecosystem restoration and protection project under
7 this section that removes a dam or modifies a dam
8 in a manner that reduces storage or diversion capac-
9 ity, the Secretary may only negotiate and enter into
10 an agreement to fund—

11 (A) the design or study of such project if
12 the Secretary has received consent from the
13 owner of the applicable dam; or

14 (B) the construction of such project if the
15 Secretary—

16 (i) identifies any eligible entity that
17 receives water or power from the facility
18 that is under consideration for removal or
19 modification at the time of the request;

20 (ii) notifies each eligible entity identi-
21 fied in clause (i) that the dam removal or
22 modification project has been requested;
23 and

24 (iii) does not receive, by the date that
25 is 120 days after the date on which all eli-

1 gible entities have been notified under
2 clause (ii), written objection from 1 or
3 more eligible entities that collectively re-
4 ceive $\frac{1}{3}$ or more of the water or power de-
5 livered from the facility that is under con-
6 sideration for removal or modification at
7 the time of the request.

8 (c) REQUIREMENTS.—

9 (1) IN GENERAL.—The Secretary shall accept
10 and consider public comment prior to initiating de-
11 sign, study or development of a project under this
12 section.

13 (2) PRECONDITIONS.—Construction of a project
14 under this section shall be a voluntary project initi-
15 ated only after—

16 (A) an eligible entity has entered into an
17 agreement with the Secretary to pay no less
18 than 35 percent of the costs of project construc-
19 tion;

20 (B) an eligible entity has entered an agree-
21 ment to pay 100 percent of any operation,
22 maintenance, and replacement and rehabilita-
23 tion costs with respect to the project;

24 (C) the Secretary determines the proposed
25 project—

1 (i) will not result in an unmitigated
2 adverse impact on fulfillment of existing
3 water delivery obligations consistent with
4 historical operations and applicable con-
5 tracts;

6 (ii) will not result in an unmitigated
7 adverse effect on the environment;

8 (iii) is consistent with the responsibil-
9 ities of the Secretary—

10 (I) in the role as trustee for fed-
11 erally recognized Indian Tribes; and

12 (II) to ensure compliance with
13 any applicable international and Trib-
14 al treaties and agreements and inter-
15 state compacts and agreements;

16 (iv) is in the financial interest of the
17 United States based on a determination
18 that the project advances Federal objec-
19 tives including environmental enhancement
20 objectives in a Reclamation State; and

21 (v) complies with all applicable Fed-
22 eral and State law, including environ-
23 mental laws; and

24 (D) the Secretary has complied with all ap-
25 plicable environmental laws, including—

1 (i) the National Environmental Policy
2 Act of 1969 (42 U.S.C. 4321 et seq.);
3 (ii) the Endangered Species Act of
4 1973 (16 U.S.C. 1531 et seq.); and
5 (iii) subtitle III of title 54, United
6 States Code.

7 (d) FUNDING.—There is authorized to be appro-
8 priated to carry out this section \$15,000,000 for each of
9 fiscal years 2022 through 2026, to remain available until
10 expended.

11 (e) EFFECTS.—

12 (1) IN GENERAL.—Nothing in this section su-
13 persedes or limits any existing authority provided, or
14 responsibility conferred, by any provision of law.

15 (2) EFFECT ON STATE WATER LAW.—Nothing
16 in this section preempts or affects any—

17 (A) State water law; or

18 (B) interstate compact governing water.

19 (f) COMPLIANCE REQUIRED.—The Secretary shall
20 comply with applicable State water laws in carrying out
21 this section.

22 (g) PRIORITY FOR PROJECTS PROVIDING REGIONAL
23 BENEFITS AND ASSISTANCE FOR AGING ASSETS.—When
24 funding projects under this section, the Secretary shall
25 prioritize projects that—

1 (1) are jointly developed and supported by a di-
2 verse array of stakeholders including representatives
3 of irrigated agricultural production, hydroelectric
4 production, potable water purveyors and industrial
5 water users, Indian Tribes, commercial fishing inter-
6 ests, and nonprofit conservation organizations;

7 (2) affect water resources management in 2 or
8 more river basins while providing regional benefits
9 not limited to fisheries restoration;

10 (3) are a component of a broader strategy or
11 plan to replace aging facilities with 1 or more alter-
12 nate facilities providing similar benefits; and

13 (4) contribute to the restoration of anadromous
14 fish species listed under the Endangered Species Act
15 of 1973 (16 U.S.C. 1531 et seq.).

16 **SEC. __30. CLEAN WATER FOR RURAL COMMUNITIES.**

17 (a) **SHORT TITLE.**—This section may be cited as the
18 “Clean Water for Rural Communities Act”.

19 (b) **PURPOSE.**—The purpose of this section is to en-
20 sure a safe and adequate municipal, rural, and industrial
21 water supply for the citizens of—

22 (1) Dawson, Garfield, McCone, Prairie, Rich-
23 land, Judith Basin, Wheatland, Golden Valley, Fer-
24 gus, Yellowstone, and Musselshell Counties in the
25 State of Montana; and

1 (2) McKenzie County, North Dakota.

2 (c) DEFINITIONS.—In this section:

3 (1) AUTHORITY.—The term “Authority”
4 means—

5 (A) the Central Montana Regional Water
6 Authority, a publicly owned nonprofit water au-
7 thority formed in accordance with Mont. Code
8 Ann. Sec. 75–6–302 (2007); and

9 (B) any nonprofit successor entity to the
10 Authority described in subparagraph (A).

11 (2) MUSSELHELL-JUDITH RURAL WATER SYS-
12 TEM.—The term “Musselshell-Judith Rural Water
13 System” means the Musselshell-Judith Rural Water
14 System authorized under subsection (d)(1), with a
15 project service area that includes—

16 (A) Judith Basin, Wheatland, Golden Val-
17 ley, and Musselshell Counties in the State;

18 (B) the portion of Yellowstone County in
19 the State within 2 miles of State Highway 3
20 and within 4 miles of the county line between
21 Golden Valley and Yellowstone Counties in the
22 State, inclusive of the Town of Broadview,
23 Montana; and

24 (C) the portion of Fergus County in the
25 State within 2 miles of U.S. Highway 87 and

1 within 4 miles of the county line between Fer-
2 gus and Judith Basin Counties in the State, in-
3 clusive of the Town of Moore, Montana.

4 (3) STATE.—The term “State” means the State
5 of Montana.

6 (d) MUSSELSHELL-JUDITH RURAL WATER SYS-
7 TEM.—

8 (1) AUTHORIZATION.—The Secretary may carry
9 out the planning, design, and construction of the
10 Musselshell-Judith Rural Water System in a manner
11 that is substantially in accordance with the feasi-
12 bility report entitled “Musselshell-Judith Rural
13 Water System Feasibility Report” (including any
14 and all revisions of the report).

15 (2) COOPERATIVE AGREEMENT.—The Secretary
16 shall enter into a cooperative agreement with the
17 Authority to provide Federal assistance for the plan-
18 ning, design, and construction of the Musselshell-Ju-
19 dith Rural Water System.

20 (3) COST-SHARING REQUIREMENT.—

21 (A) FEDERAL SHARE.—

22 (i) IN GENERAL.—The Federal share
23 of the costs relating to the planning, de-
24 sign, and construction of the Musselshell-
25 Judith Rural Water System shall not ex-

1 ceed 65 percent of the total cost of the
2 Musselshell-Judith Rural Water System.

3 (ii) LIMITATION.—Amounts made
4 available under clause (i) shall not be re-
5 turnable or reimbursable under the rec-
6 lamation laws.

7 (B) USE OF FEDERAL FUNDS.—

8 (i) GENERAL USES.—Subject to clause
9 (ii), the Musselshell-Judith Rural Water
10 System may use Federal funds made avail-
11 able to carry out this subsection for—

- 12 (I) facilities relating to—
13 (aa) water pumping;
14 (bb) water treatment;
15 (cc) water storage;
16 (dd) water supply wells;
17 (ee) distribution pipelines;

18 and

- 19 (ff) control systems;
20 (II) transmission pipelines;
21 (III) pumping stations;
22 (IV) appurtenant buildings,
23 maintenance equipment, and access
24 roads;

1 (V) any interconnection facility
2 that connects a pipeline of the
3 Musselshell-Judith Rural Water Sys-
4 tem to a pipeline of a public water
5 system;

6 (VI) electrical power trans-
7 mission and distribution facilities re-
8 quired for the operation and mainte-
9 nance of the Musselshell-Judith Rural
10 Water System;

11 (VII) any other facility or service
12 required for the development of a
13 rural water distribution system, as de-
14 termined by the Secretary; and

15 (VIII) any property or property
16 right required for the construction or
17 operation of a facility described in this
18 subsection.

19 (ii) LIMITATION.—Federal funds
20 made available to carry out this subsection
21 shall not be used for the operation, mainte-
22 nance, or replacement of the Musselshell-
23 Judith Rural Water System.

1 (iii) TITLE.—Title to the Musselshell-
2 Judith Rural Water System shall be held
3 by the Authority.

4 (e) DRY-REDWATER FEASIBILITY STUDY.—

5 (1) DEFINITIONS.—In this subsection:

6 (A) DRY-REDWATER REGIONAL WATER AU-
7 THORITY.—The term “Dry-Redwater Regional
8 Water Authority” means—

9 (i) the Dry-Redwater Regional Water
10 Authority, a publicly owned nonprofit
11 water authority formed in accordance with
12 Mont. Code Ann. § 75–6–302 (2007); and

13 (ii) any nonprofit successor entity to
14 the Authority described in clause (i).

15 (B) DRY-REDWATER REGIONAL WATER AU-
16 THORITY SYSTEM.—The term “Dry-Redwater
17 Regional Water Authority System” means the
18 project entitled the “Dry-Redwater Regional
19 Water Authority System”, with a project serv-
20 ice area that includes—

21 (i) Garfield and McCone Counties in
22 the State;

23 (ii) the area west of the Yellowstone
24 River in Dawson and Richland Counties in
25 the State;

1 (iii) T. 15 N. (including the area
2 north of the Township) in Prairie County
3 in the State; and

4 (iv) the portion of McKenzie County,
5 North Dakota, that includes all land that
6 is located west of the Yellowstone River in
7 the State of North Dakota.

8 (C) RECLAMATION FEASIBILITY STAND-
9 ARDS.—The term “reclamation feasibility
10 standards” means the eligibility criteria and
11 feasibility study requirements described in sec-
12 tion 106 of the Reclamation Rural Water Sup-
13 ply Act of 2006 (43 U.S.C. 2405) (as in effect
14 on September 29, 2016).

15 (D) SUBMITTED FEASIBILITY STUDY.—
16 The term “submitted feasibility study” means
17 the feasibility study entitled “Dry-Redwater Re-
18 gional Water System Feasibility Study” (includ-
19 ing revisions of the study), which received fund-
20 ing from the Bureau of Reclamation on Sep-
21 tember 1, 2010.

22 (2) STUDY.—

23 (A) IN GENERAL.—The Secretary, in con-
24 sultation with the Dry-Redwater Regional
25 Water Authority, may undertake a study, in-

1 cluding a review of the submitted feasibility
2 study, to determine the feasibility of con-
3 structing the Dry-Redwater Regional Water
4 System.

5 (B) REQUIREMENT.—The study under
6 subparagraph (A) shall comply with the rec-
7 lamation feasibility standards.

8 (3) COOPERATIVE AGREEMENT.—If the Sec-
9 retary determines that the study under paragraph
10 (2) does not comply with the reclamation feasibility
11 standards, the Secretary may enter into a coopera-
12 tive agreement with the Dry-Redwater Regional
13 Water Authority to complete additional work to en-
14 sure that the study complies with the reclamation
15 feasibility standards.

16 (4) AUTHORIZATION OF APPROPRIATIONS.—
17 There is authorized to be appropriated to the Sec-
18 retary \$5,000,000 to carry out this subsection.

19 (5) TERMINATION.—The authority provided by
20 this subsection shall expire on the date that is 5
21 years after the date of enactment of this Act.

22 (f) WATER RIGHTS.—Nothing in this section—

23 (1) preempts or affects any State water law; or

1 (2) affects any authority of a State, as in effect
2 on the date of enactment of this Act, to manage
3 water resources within that State.

4 (g) AUTHORIZATION OF APPROPRIATIONS.—

5 (1) AUTHORIZATION.—There is authorized to
6 be appropriated to carry out the planning, design,
7 and construction of the Musselshell-Judith Rural
8 Water System, substantially in accordance with the
9 cost estimate set forth in the feasibility report de-
10 scribed in subsection (d)(1), \$56,650,000.

11 (2) COST INDEXING.—The amount authorized
12 to be appropriated under paragraph (1) may be in-
13 creased or decreased in accordance with ordinary
14 fluctuations in development costs incurred after No-
15 vember 1, 2014, as indicated by any available engi-
16 neering cost indices applicable to construction activi-
17 ties that are similar to the construction of the
18 Musselshell-Judith Rural Water System.

19 **SEC. 31. SNOW WATER SUPPLY FORECASTING.**

20 (a) SHORT TITLE.—This section may be cited as the
21 “Snow Water Supply Forecasting Program Authorization
22 Act”.

23 (b) DEFINITION OF PROGRAM.—In this section, the
24 term “program” means the Snow Water Supply Fore-
25 casting Program established by subsection (c).

1 (c) SNOW WATER SUPPLY FORECASTING PRO-
2 GRAM.—

3 (1) PROGRAM ESTABLISHMENT.—The Snow
4 Water Supply Forecasting Program is hereby estab-
5 lished within the Department of the Interior.

6 (2) PROGRAM IMPLEMENTATION.—To imple-
7 ment the program, the Secretary shall—

8 (A) develop the program framework in co-
9 ordination with other Federal agencies pursuant
10 to subsection (d), culminating in the report re-
11 quired under subsection (d)(3); and

12 (B) after submitting the report required by
13 subsection (d)(3), implement activities to im-
14 prove snowpack measurement in particular wa-
15 tersheds pursuant to subsection (e).

16 (d) DEVELOPMENT OF PROGRAM FRAMEWORK IN
17 COORDINATION WITH OTHER FEDERAL AGENCIES.—

18 (1) SNOWPACK MEASUREMENT DATA.—When
19 determining water supply forecasts or allocations to
20 Federal water contractors, the Secretary, acting
21 through the Commissioner of the Bureau of Rec-
22 lamation, shall incorporate, to the greatest extent
23 practicable, information from emerging technologies
24 for snowpack measurement, such as—

25 (A) synthetic aperture radar;

1 (B) laser altimetry; and

2 (C) other emerging technologies that the
3 Secretary determines are likely to provide more
4 accurate or timely snowpack measurement data.

5 (2) COORDINATION.—In carrying out para-
6 graph (1), the Secretary shall coordinate data use
7 and collection efforts with other Federal agencies
8 that use or may benefit from the use of emerging
9 technologies for snowpack measurement.

10 (3) EMERGING TECHNOLOGIES REPORT.—Not
11 later than October 1, 2021, the Secretary shall sub-
12 mit to Congress a report that—

13 (A) summarizes the use of emerging tech-
14 nologies pursuant to this section;

15 (B) describes benefits derived from the use
16 of technologies summarized under subpara-
17 graph (A) related to the environment and in-
18 creased water supply reliability; and

19 (C) describes how Federal agencies will co-
20 ordinate to implement emerging technologies.

21 (e) PROGRAM IMPLEMENTATION.—

22 (1) ACTIVITIES IMPLEMENTING FRAMEWORK.—
23 After submitting the report required under sub-
24 section (d)(3), the Secretary shall participate with
25 program partners in implementing activities to im-

1 prove snowpack measurement in particular water-
2 sheds.

3 (2) FOCUS.—The program shall focus on activi-
4 ties that will maintain, establish, expand, or advance
5 snowpack measurement consistent with the report
6 required by subsection (d)(3), with an emphasis
7 on—

8 (A) enhancing activities in river basins to
9 achieve improved snow and water supply fore-
10 casting results;

11 (B) activities in river basins where snow
12 water supply forecasting related activities de-
13 scribed in this section are not occurring on the
14 date of the enactment of this Act; and

15 (C) demonstrating or testing new, or im-
16 proving existing, snow and water supply fore-
17 casting technology.

18 (3) INFORMATION SHARING.—The Secretary
19 may provide information collected and analyzed
20 under this section to program partners through ap-
21 propriate mechanisms, including interagency agree-
22 ments with Federal agencies, States, State agencies,
23 or a combination thereof, leases, contracts, coopera-
24 tive agreements, grants, loans, and memoranda of
25 understanding.

1 (4) PROGRAM PARTNERS.—Program partners
2 with whom the Secretary enters into cooperative
3 agreements pursuant to paragraph (5) may include
4 water districts, irrigation districts, water associa-
5 tions, universities, State agencies, other Federal
6 agencies, private sector entities, non-governmental
7 organizations, and other entities, as determined by
8 the Secretary.

9 (5) COOPERATIVE AGREEMENTS.—The Sec-
10 retary may—

11 (A) enter into cooperative agreements with
12 program partners to allow the program to be
13 administered efficiently and cost effectively
14 through cost-sharing or by providing additional
15 in-kind resources necessary for program imple-
16 mentation; and

17 (B) provide nonreimbursable matching
18 funding for programmatic and operational ac-
19 tivities under this section in consultation with
20 program partners.

21 (6) ENVIRONMENTAL LAWS.—Nothing in this
22 section shall modify any obligation of the Secretary
23 to comply with applicable Federal and State environ-
24 mental laws in carrying out this section.

1 (f) PROGRAM IMPLEMENTATION REPORT.—Not later
2 than 4 years after the date of the enactment of this Act,
3 the Secretary shall submit a report to the Committee on
4 Natural Resources and the Committee on Appropriations
5 of the House of Representatives and the Committee on
6 Energy and Natural Resources and the Committee on Ap-
7 propriations of the Senate, that includes—

8 (1) a list of basins and sub-basins for which
9 snowpack measurement technologies are being used
10 under the program, including a description of each
11 technology used; and

12 (2) a list of Federal agencies and program part-
13 ners participating in each basin or sub-basin listed
14 in paragraph (1).

15 (g) AUTHORIZATION OF APPROPRIATIONS.—There is
16 authorized to be appropriated to the Secretary to carry
17 out this section \$15,000,000, in the aggregate, for fiscal
18 years 2022 through 2026.

19 **SEC. 32. WATER TECHNOLOGY INVESTMENT.**

20 The Water Desalination Act of 1996 (Public Law
21 104–298; 42 U.S.C. 10301 note) is amended—

22 (1) in section 4(a)(1), by inserting “, including
23 modules specifically designed for brine management”
24 after “and concepts”; and

25 (2) in section 8(b)—

1 (A) by striking “3,000,000” and inserting
2 “20,000,000”; and

3 (B) by striking “2017 through 2021” and
4 inserting “2022 through 2026, in addition to
5 the authorization of appropriations for projects
6 in section 4(a)(2)(F)”.

7 **SEC. __33. SHARING ARRANGEMENTS WITH FEDERAL AGEN-**
8 **CIES.**

9 Section 405 of the Indian Health Care Improvement
10 Act (25 U.S.C. 1645) is amended—

11 (1) in subsection (a)(1), by inserting “urban In-
12 dian organizations,” before “and tribal organiza-
13 tions”; and

14 (2) in subsection (c)—

15 (A) by inserting “urban Indian organiza-
16 tion,” before “or tribal organization”; and

17 (B) by inserting “an urban Indian organi-
18 zation,” before “or a tribal organization”.

19 **SEC. __34. AMENDMENT TO THE INDIAN HEALTH CARE IM-**
20 **PROVEMENT ACT.**

21 Section 409 of the Indian Health Care Improvement
22 Act (25 U.S.C. 1647b) is amended by striking “(25
23 U.S.C. 450 et seq.)” and inserting “(25 U.S.C. 5301 et
24 seq.) or the Tribally Controlled Schools Act of 1988 (25
25 U.S.C. 2501 et seq.)”.

1 **SEC. 35. DEFINITIONS.**

2 In this title:

3 (1) INDIAN TRIBE.—The term “Indian Tribe”
4 has the meaning given the term in section 4 of the
5 Indian Self-Determination and Education Assistance
6 Act (25 U.S.C. 5304).

7 (2) RECLAMATION STATE.—The term “Rec-
8 lamation State” means a State or territory described
9 in the first section of the Act of June 17, 1902 (32
10 Stat. 388, chapter 1093; 43 U.S.C. 391).

11 (3) SECRETARY.—The term “Secretary” means
12 the Secretary of the Interior.