

**AMENDMENT IN THE NATURE OF A SUBSTITUTE
TO H.R. 644
OFFERED BY MR. BISHOP OF UTAH**

Strike all after the enacting clause and insert the following:

1 SECTION 1. SHORT TITLE.

2 This Act may be cited as the “Navajo Utah Water
3 Rights Settlement Act of 2020”.

4 SEC. 2. PURPOSES.

5 The purposes of this Act are—

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

9 (A) the Navajo Nation; and

10 (B) the United States, for the benefit of
11 the Nation;

12 (2) to authorize, ratify, and confirm the Agree-
13 ment entered into by the Nation and the State, to
14 the extent that the Agreement is consistent with this
15 Act;

16 (3) to authorize and direct the Secretary—

17 (A) to execute the Agreement; and

1 (B) to take any actions necessary to carry
2 out the agreement in accordance with this Act;
3 and

4 (4) to authorize funds necessary for the imple-
5 mentation of the Agreement and this Act.

6 **SEC. 3. DEFINITIONS.**

7 In this Act:

8 (1) AGREEMENT.—The term “agreement”
9 means—

10 (A) the document entitled “Navajo Utah
11 Water Rights Settlement Agreement” dated De-
12 cember 14, 2015, and the exhibits attached
13 thereto; and

14 (B) any amendment or exhibit to the docu-
15 ment or exhibits referenced in subparagraph
16 (A) to make the document or exhibits consistent
17 with this Act.

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

20 (A) granted out of the public domain that
21 is—

22 (i) located within the exterior bound-
23 aries of the Reservation; or

24 (ii) Bureau of Indian Affairs parcel
25 number 792 634511 in San Juan County,

1 Utah, consisting of 160 acres located in
2 Township 41S, Range 20E, sections 11,
3 12, and 14, originally set aside by the
4 United States for the benefit of an indi-
5 vidual identified in the allotting document
6 as a Navajo Indian; and

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

8 (i) for the benefit of an individual, in-
9 dividuals, or an Indian Tribe other than
10 the Navajo Nation; or

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

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

16 (4) ENFORCEABILITY DATE.—The term “en-
17 forceability date” means the date on which the Sec-
18 retary publishes in the Federal Register the state-
19 ment of findings described in section 8(a).

20 (5) GENERAL STREAM ADJUDICATION.—The
21 term “general stream adjudication” means the adju-
22 dication pending, as of the date of enactment, in the
23 Seventh Judicial District in and for Grand County,
24 State of Utah, commonly known as the “South-

1 eastern Colorado River General Adjudication”, Civil
2 No. 810704477, conducted pursuant to State law.

3 (6) INJURY TO WATER RIGHTS.—The term “in-
4 jury to water rights” means an interference with,
5 diminution of, or deprivation of water rights under
6 Federal or State law, excluding injuries to water
7 quality.

8 (7) MEMBER.—The term “member” means any
9 person who is a duly enrolled member of the Navajo
10 Nation.

11 (8) NAVAJO NATION OR NATION.—The term
12 “Navajo Nation” or “Nation” means a body politic
13 and federally recognized Indian nation, as published
14 on the list established under section 104(a) of the
15 Federally Recognized Indian Tribe List Act of 1994
16 (25 U.S.C. 5131(a)), also known variously as the
17 “Navajo Nation”, the “Navajo Nation of Arizona,
18 New Mexico, & Utah”, and the “Navajo Nation of
19 Indians” and other similar names, and includes all
20 bands of Navajo Indians and chapters of the Navajo
21 Nation and all divisions, agencies, officers, and
22 agents thereof.

23 (9) NAVAJO WATER DEVELOPMENT
24 PROJECTS.—The term “Navajo water development
25 projects” means projects for domestic municipal

1 water supply, including distribution infrastructure,
2 and agricultural water conservation, to be con-
3 structed, in whole or in part, using monies from the
4 Navajo Water Development Projects Account.

5 (10) NAVAJO WATER RIGHTS.—The term “Nav-
6 ajo water rights” means the Nation’s water rights in
7 Utah described in the agreement and this Act.

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

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

12 (13) RESERVATION.—The term “Reservation”
13 means, for purposes of the agreement and this Act,
14 the Reservation of the Navajo Nation in Utah as in
15 existence on the date of enactment of this Act and
16 depicted on the map attached to the agreement as
17 Exhibit A, including any parcel of land granted out
18 of the public domain and held in trust by the United
19 States entirely for the benefit of the Navajo Nation
20 as of the enforceability date.

21 (14) SECRETARY.—The term “Secretary”
22 means the Secretary of the United States Depart-
23 ment of the Interior or a duly authorized representa-
24 tive thereof.

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

4 (16) UNITED STATES.—The term “United
5 States” means the United States of America and all
6 departments, agencies, bureaus, officers, and agents
7 thereof.

8 (17) UNITED STATES ACTING IN ITS TRUST CA-
9 PACITY.—The term “United States acting in its
10 trust capacity” means the United States acting for
11 the benefit of the Navajo Nation or for the benefit
12 of allottees.

13 **SEC. 4. RATIFICATION OF AGREEMENT.**

14 (a) APPROVAL BY CONGRESS.—Except to the extent
15 that any provision of the agreement conflicts with this Act,
16 Congress approves, ratifies, and confirms the agreement
17 (including any amendments to the agreement that are exe-
18 cuted to make the agreement consistent with this Act).

19 (b) EXECUTION BY SECRETARY.—The Secretary is
20 authorized and directed to promptly execute the agree-
21 ment to the extent that the agreement does not conflict
22 with this Act, including—

23 (1) any exhibits to the agreement requiring the
24 signature of the Secretary; and

1 (2) any amendments to the agreement nec-
2 essary to make the agreement consistent with this
3 Act.

4 (c) ENVIRONMENTAL COMPLIANCE.—

5 (1) IN GENERAL.—In implementing the agree-
6 ment and this Act, the Secretary shall comply with
7 all applicable provisions of—

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

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

12 (C) all other applicable environmental laws
13 and regulations.

14 (2) EXECUTION OF THE AGREEMENT.—Execu-
15 tion of the agreement by the Secretary as provided
16 for in this Act shall not constitute a major Federal
17 action under the National Environmental Policy Act
18 of 1969 (42 U.S.C. 4321 et seq.).

19 **SEC. 5. NAVAJO WATER RIGHTS.**

20 (a) CONFIRMATION OF NAVAJO WATER RIGHTS.—

21 (1) QUANTIFICATION.—The Navajo Nation
22 shall have the right to use water from water sources
23 located within Utah and adjacent to or encompassed
24 within the boundaries of the Reservation resulting in
25 depletions not to exceed 81,500 acre-feet annually as

1 described in the agreement and as confirmed in the
2 decree entered by the general stream adjudication
3 court.

4 (2) SATISFACTION OF ALLOTTEE RIGHTS.—De-
5pletions resulting from the use of water on an allot-
6ment shall be accounted for as a depletion by the
7 Navajo Nation for purposes of depletion accounting
8 under the agreement, including recognition of—

9 (A) any water use existing on an allotment
10 as of the date of enactment of this Act and as
11 subsequently reflected in the hydrographic sur-
12 vey report referenced in section 7(b);

13 (B) reasonable domestic and stock water
14 uses put into use on an allotment; and

15 (C) any allotment water rights that may be
16 decreed in the general stream adjudication or
17 other appropriate forum.

18 (3) SATISFACTION OF ON-RESERVATION STATE
19 LAW-BASED WATER RIGHTS.—Depletions resulting
20 from the use of water on the Reservation pursuant
21 to State law-based water rights existing as of the
22 date of enactment of this Act shall be accounted for
23 as depletions by the Navajo Nation for purposes of
24 depletion accounting under the agreement.

1 (4) IN GENERAL.—The Navajo water rights are
2 ratified, confirmed, and declared to be valid.

3 (5) USE.—Any use of the Navajo water rights
4 shall be subject to the terms and conditions of the
5 agreement and this Act.

6 (6) CONFLICT.—In the event of a conflict be-
7 tween the agreement and this Act, the provisions of
8 this Act shall control.

9 (b) TRUST STATUS OF NAVAJO WATER RIGHTS.—
10 The Navajo water rights—

11 (1) shall be held in trust by the United States
12 for the use and benefit of the Nation in accordance
13 with the agreement and this Act; and

14 (2) shall not be subject to forfeiture or aban-
15 donment.

16 (c) AUTHORITY OF THE NATION.—

17 (1) IN GENERAL.—The Nation shall have the
18 authority to allocate, distribute, and lease the Nav-
19 ajo water rights for any use on the Reservation in
20 accordance with the agreement, this Act, and appli-
21 cable Tribal and Federal law.

22 (2) OFF-RESERVATION USE.—The Nation may
23 allocate, distribute, and lease the Navajo water
24 rights for off-Reservation use in accordance with the
25 agreement, subject to the approval of the Secretary.

1 (3) ALLOTTEE WATER RIGHTS.—The Nation
2 shall not object in the general stream adjudication
3 or other applicable forum to the quantification of
4 reasonable domestic and stock water uses on an al-
5 lotment, and shall administer any water use on the
6 Reservation in accordance with applicable Federal
7 law, including recognition of—

8 (A) any water use existing on an allotment
9 as of the date of enactment of this Act and as
10 subsequently reflected in the hydrographic sur-
11 vey report referenced in section 7(b);

12 (B) reasonable domestic and stock water
13 uses on an allotment; and

14 (C) any allotment water rights decreed in
15 the general stream adjudication or other appro-
16 priate forum.

17 (d) EFFECT.—Except as otherwise expressly provided
18 in this section, nothing in this Act—

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

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

1 **SEC. 6. NAVAJO TRUST ACCOUNTS.**

2 (a) ESTABLISHMENT.—The Secretary shall establish
3 a trust fund, to be known as the “Navajo Utah Settlement
4 Trust Fund” (referred to in this Act as the “Trust
5 Fund”), to be managed, invested, and distributed by the
6 Secretary and to remain available until expended, con-
7 sisting of the amounts deposited in the Trust Fund under
8 subsection (c), together with any interest earned on those
9 amounts, for the purpose of carrying out this Act.

10 (b) ACCOUNTS.—The Secretary shall establish in the
11 Trust Fund the following Accounts:

12 (1) The Navajo Water Development Projects
13 Account.

14 (2) The Navajo OM&R Account.

15 (c) DEPOSITS.—The Secretary shall deposit in the
16 Trust Fund Accounts—

17 (1) in the Navajo Water Development Projects
18 Account, the amounts made available pursuant to
19 section 7(a)(1); and

20 (2) in the Navajo OM&R Account, the amount
21 made available pursuant to section 7(a)(2).

22 (d) MANAGEMENT AND INTEREST.—

23 (1) MANAGEMENT.—Upon receipt and deposit
24 of the funds into the Trust Fund Accounts, the Sec-
25 retary shall manage, invest, and distribute all
26 amounts in the Trust Fund in a manner that is con-

1 sistent with the investment authority of the Sec-
2 retary under—

3 (A) the first section of the Act of June 24,
4 1938 (25 U.S.C. 162a);

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

8 (C) this section.

9 (2) INVESTMENT EARNINGS.—In addition to
10 the deposits under subsection (c), any investment
11 earnings, including interest, credited to amounts
12 held in the Trust Fund are authorized to be appro-
13 priated to be used in accordance with the uses de-
14 scribed in subsection (h).

15 (e) AVAILABILITY OF AMOUNTS.—Amounts appro-
16 priated to, and deposited in, the Trust Fund, including
17 any investment earnings, shall be made available to the
18 Nation by the Secretary beginning on the enforceability
19 date and subject to the uses and restrictions set forth in
20 this section.

21 (f) WITHDRAWALS.—

22 (1) WITHDRAWALS UNDER THE AMERICAN IN-
23 DIAN TRUST FUND MANAGEMENT REFORM ACT OF
24 1994.—The Nation may withdraw any portion of the
25 funds in the Trust Fund on approval by the Sec-

1 retary of a tribal management plan submitted by the
2 Nation in accordance with the American Indian
3 Trust Fund Management Reform Act of 1994 (25
4 U.S.C. 4001 et seq.).

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

15 (B) ENFORCEMENT.—The Secretary may
16 carry out such judicial and administrative ac-
17 tions as the Secretary determines to be nec-
18 essary to enforce the Tribal management plan
19 to ensure that amounts withdrawn by the Na-
20 tion from the Trust Fund under this paragraph
21 are used in accordance with this Act.

22 (2) WITHDRAWALS UNDER EXPENDITURE
23 PLAN.—The Nation may submit to the Secretary a
24 request to withdraw funds from the Trust Fund pur-
25 suant to an approved expenditure plan.

1 (A) REQUIREMENTS.—To be eligible to
2 withdraw funds under an expenditure plan
3 under this paragraph, the Nation shall submit
4 to the Secretary for approval an expenditure
5 plan for any portion of the Trust Fund that the
6 Nation elects to withdraw pursuant to this
7 paragraph, subject to the condition that the
8 funds shall be used for the purposes described
9 in this Act.

10 (B) INCLUSIONS.—An expenditure plan
11 under this paragraph shall include a description
12 of the manner and purpose for which the
13 amounts proposed to be withdrawn from the
14 Trust Fund will be used by the Nation, in ac-
15 cordance with subsections (c) and (h).

16 (C) APPROVAL.—On receipt of an expendi-
17 ture plan under this paragraph, the Secretary
18 shall approve the plan, if the Secretary deter-
19 mines that the plan—

- 20 (i) is reasonable;
- 21 (ii) is consistent with, and will be used
22 for, the purposes of this Act; and
- 23 (iii) contains a schedule which de-
24 scribed that tasks will be completed within

1 18 months of receipt of withdrawn
2 amounts.

3 (D) ENFORCEMENT.—The Secretary may
4 carry out such judicial and administrative ac-
5 tions as the Secretary determines to be nec-
6 essary to enforce an expenditure plan to ensure
7 that amounts disbursed under this paragraph
8 are used in accordance with this Act.

9 (g) EFFECT OF TITLE.—Nothing in this Act gives
10 the Nation the right to judicial review of a determination
11 of the Secretary regarding whether to approve a Tribal
12 management plan or an expenditure plan except under
13 subchapter II of chapter 5, and chapter 7, of title 5,
14 United States Code (commonly known as the “Administra-
15 tive Procedure Act”).

16 (h) USES.—Amounts from the Trust Fund shall be
17 used by the Nation for the following purposes:

18 (1) The Navajo Water Development Projects
19 Account shall be used to plan, design, and construct
20 the Navajo water development projects and for the
21 conduct of related activities, including to comply
22 with Federal environmental laws.

23 (2) The Navajo OM&R Account shall be used
24 for the operation, maintenance, and replacement of
25 the Navajo water development projects.

1 (i) LIABILITY.—The Secretary and the Secretary of
2 the Treasury shall not be liable for the expenditure or in-
3 vestment of any amounts withdrawn from the Trust Fund
4 by the Nation under subsection (f).

5 (j) NO PER CAPITA DISTRIBUTIONS.—No portion of
6 the Trust Fund shall be distributed on a per capita basis
7 to any member of the Nation.

8 (k) EXPENDITURE REPORTS.—The Navajo Nation
9 shall submit to the Secretary annually an expenditure re-
10 port describing accomplishments and amounts spent from
11 use of withdrawals under a Tribal management plan or
12 an expenditure plan as described in this Act.

13 **SEC. 7. AUTHORIZATION OF APPROPRIATIONS.**

14 (a) AUTHORIZATION.—There are authorized to be ap-
15 propriated to the Secretary—

16 (1) for deposit in the Navajo Water Develop-
17 ment Projects Account of the Trust Fund estab-
18 lished under section 6(b)(1), \$198,300,000, which
19 funds shall be retained until expended, withdrawn,
20 or reverted to the general fund of the Treasury; and

21 (2) for deposit in the Navajo OM&R Account of
22 the Trust Fund established under section 6(b)(2),
23 \$11,100,000, which funds shall be retained until ex-
24 pended, withdrawn, or reverted to the general fund
25 of the Treasury.

1 (b) IMPLEMENTATION COSTS.—There is authorized
2 to be appropriated non-trust funds in the amount of
3 \$1,000,000 to assist the United States with costs associ-
4 ated with the implementation of the Act, including the
5 preparation of a hydrographic survey of historic and exist-
6 ing water uses on the Reservation and on allotments.

7 (c) STATE COST SHARE.—The State shall contribute
8 \$8,000,000 payable to the Secretary for deposit into the
9 Navajo Water Development Projects Account of the Trust
10 Fund established under section 6(b)(1) in installments in
11 each of the 3 years following the execution of the agree-
12 ment by the Secretary as provided for in subsection (b)
13 of section 4.

14 (d) FLUCTUATION IN COSTS.—The amount author-
15 ized to be appropriated under subsection (a) shall be in-
16 creased or decreased, as appropriate, by such amounts as
17 may be justified by reason of ordinary fluctuations in costs
18 occurring after the date of enactment of this Act as indi-
19 cated by the Bureau of Reclamation Construction Cost
20 Index—Composite Trend.

21 (1) REPETITION.—The adjustment process
22 under this subsection shall be repeated for each sub-
23 sequent amount appropriated until the amount au-
24 thorized, as adjusted, has been appropriated.

1 (2) PERIOD OF INDEXING.—The period of in-
2 dexing adjustment for any increment of funding
3 shall end on the date on which funds are deposited
4 into the Trust Fund.

5 **SEC. 8. CONDITIONS PRECEDENT.**

6 (a) IN GENERAL.—The waivers and release contained
7 in section 9 of this Act shall become effective as of the
8 date the Secretary causes to be published in the Federal
9 Register a statement of findings that—

10 (1) to the extent that the agreement conflicts
11 with the Act, the agreement has been revised to con-
12 form with this Act;

13 (2) the agreement, so revised, including waivers
14 and releases of claims set forth in section 9, has
15 been executed by the parties, including the United
16 States;

17 (3) Congress has fully appropriated, or the Sec-
18 retary has provided from other authorized sources,
19 all funds authorized under subsection (a) of section
20 7;

21 (4) the State has enacted any necessary legisla-
22 tion and provided the funding required under the
23 agreement and subsection (c) of section 7; and

24 (5) the court has entered a final or interlocu-
25 tory decree that—

1 (A) confirms the Navajo water rights con-
2 sistent with the agreement and this Act; and

3 (B) with respect to the Navajo water
4 rights, is final and nonappealable.

5 (b) EXPIRATION DATE.—If all the conditions prece-
6 dent described in subsection (a) have not been fulfilled to
7 allow the Secretary’s statement of findings to be published
8 in the Federal Register by October 31, 2030—

9 (1) the agreement and this Act, including waiv-
10 ers and releases of claims described in those docu-
11 ments, shall no longer be effective;

12 (2) any funds that have been appropriated pur-
13 suant to section 7 but not expended, including any
14 investment earnings on funds that have been appro-
15 priated pursuant to such section, shall immediately
16 revert to the general fund of the Treasury; and

17 (3) any funds contributed by the State pursu-
18 ant to subsection (c) of section 7 but not expended
19 shall be returned immediately to the State.

20 (c) EXTENSION.—The expiration date set forth in
21 subsection (b) may be extended if the Navajo Nation, the
22 State, and the United States (acting through the Sec-
23 retary) agree that an extension is reasonably necessary.

24 **SEC. 9. WAIVERS AND RELEASES.**

25 (a) IN GENERAL.—

1 (1) WAIVER AND RELEASE OF CLAIMS BY THE
2 NATION AND THE UNITED STATES ACTING IN ITS
3 CAPACITY AS TRUSTEE FOR THE NATION.—Subject
4 to the retention of rights set forth in subsection (c),
5 in return for confirmation of the Navajo water
6 rights and other benefits set forth in the agreement
7 and this Act, the Nation, on behalf of itself and the
8 members of the Nation (other than members in their
9 capacity as allottees), and the United States, acting
10 as trustee for the Nation and members of the Na-
11 tion (other than members in their capacity as
12 allottees), are authorized and directed to execute a
13 waiver and release of—

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

23 (B) all claims for damages, losses, or inju-
24 ries to water rights or claims of interference
25 with, diversion, or taking of water rights (in-

1 cluding claims for injury to lands resulting from
2 such damages, losses, injuries, interference
3 with, diversion, or taking of water rights) with-
4 in Utah against the State, or any person, enti-
5 ty, corporation, or municipality, that accrued at
6 any time up to and including the enforceability
7 date.

8 (b) CLAIMS BY THE NAVAJO NATION AGAINST THE
9 UNITED STATES.—The Navajo Nation, on behalf of itself
10 (including in its capacity as allottee) and its members
11 (other than members in their capacity as allottees), shall
12 execute a waiver and release of—

13 (1) all claims the Navajo Nation may have
14 against the United States relating in any manner to
15 claims for water rights in, or water of, Utah that the
16 United States acting in its trust capacity for the Na-
17 tion asserted, or could have asserted, in any pro-
18 ceeding, including the general stream adjudication;

19 (2) all claims the Navajo Nation may have
20 against the United States relating in any manner to
21 damages, losses, or injuries to water, water rights,
22 land, or other resources due to loss of water or
23 water rights (including damages, losses, or injuries
24 to hunting, fishing, gathering, or cultural rights due
25 to loss of water or water rights; claims relating to

1 interference with, diversion, or taking of water; or
2 claims relating to failure to protect, acquire, replace,
3 or develop water or water rights) within Utah that
4 first accrued at any time up to and including the en-
5 forceability date;

6 (3) all claims the Nation may have against the
7 United States relating in any manner to the litiga-
8 tion of claims relating to the Nation's water rights
9 in proceedings in Utah; and

10 (4) all claims the Nation may have against the
11 United States relating in any manner to the negotia-
12 tion, execution, or adoption of the agreement or this
13 Act.

14 (c) RESERVATION OF RIGHTS AND RETENTION OF
15 CLAIMS BY THE NAVAJO NATION AND THE UNITED
16 STATES.—Notwithstanding the waivers and releases au-
17 thorized in this Act, the Navajo Nation, and the United
18 States acting in its trust capacity for the Nation, retain—

19 (1) all claims for injuries to and the enforce-
20 ment of the agreement and the final or interlocutory
21 decree entered in the general stream adjudication,
22 through such legal and equitable remedies as may be
23 available in the decree court or the Federal District
24 Court for the District of Utah;

1 (2) all rights to use and protect water rights ac-
2 quired after the enforceability date;

3 (3) all claims relating to activities affecting the
4 quality of water, including any claims under the
5 Comprehensive Environmental Response, Compensa-
6 tion, and Liability Act of 1980 (42 U.S.C. 9601 et
7 seq. (including claims for damages to natural re-
8 sources)), the Safe Drinking Water Act (42 U.S.C.
9 300f et seq.), and the Federal Water Pollution Con-
10 trol Act (33 U.S.C. 1251 et seq.), the regulations
11 implementing those Acts, and the common law;

12 (4) all claims for water rights, and claims for
13 injury to water rights, in states other than the State
14 of Utah;

15 (5) all claims, including environmental claims,
16 under any laws (including regulations and common
17 law) relating to human health, safety, or the envi-
18 ronment; and

19 (6) all rights, remedies, privileges, immunities,
20 and powers not specifically waived and released pur-
21 suant to the agreement and this Act.

22 (d) EFFECT.—Nothing in the agreement or this
23 Act—

24 (1) affects the ability of the United States act-
25 ing in its sovereign capacity to take actions author-

1 ized by law, including any laws relating to health,
2 safety, or the environment, including the Com-
3 prehensive Environmental Response, Compensation,
4 and Liability Act of 1980 (42 U.S.C. 9601 et seq.),
5 the Safe Drinking Water Act (42 U.S.C. 300f et
6 seq.), the Federal Water Pollution Control Act (33
7 U.S.C. 1251 et seq.), the Solid Waste Disposal Act
8 (42 U.S.C. 6901 et seq.), and the regulations imple-
9 menting those laws;

10 (2) affects the ability of the United States to
11 take actions in its capacity as trustee for any other
12 Indian Tribe or allottee;

13 (3) confers jurisdiction on any State court to—

14 (A) interpret Federal law regarding health,
15 safety, or the environment or determine the du-
16 ties of the United States or other parties pursu-
17 ant to such Federal law; and

18 (B) conduct judicial review of Federal
19 agency action; or

20 (4) modifies, conflicts with, preempts, or other-
21 wise affects—

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

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

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

4 (D) the Colorado River Basin Project Act
5 (43 U.S.C. 1501 et seq.);

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

11 (F) the Colorado River Compact of 1922,
12 as approved by the Presidential Proclamation of
13 June 25, 1929 (46 Stat. 3000); and

14 (G) the Upper Colorado River Basin Com-
15 pact as consented to by the Act of April 6,
16 1949 (63 Stat. 31, chapter 48).

17 (e) TOLLING OF CLAIMS.—

18 (1) IN GENERAL.—Each applicable period of
19 limitation and time-based equitable defense relating
20 to a claim waived by the Navajo Nation described in
21 this section shall be tolled for the period beginning
22 on the date of enactment of this Act and ending on
23 the enforceability date.

24 (2) EFFECT OF SUBSECTION.—Nothing in this
25 subsection revives any claim or tolls any period of

1 limitation or time-based equitable defense that ex-
2 pired before the date of enactment of this Act.

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

7 **SEC. 10. MISCELLANEOUS PROVISIONS.**

8 (a) PRECEDENT.—Nothing in this Act establishes
9 any standard for the quantification or litigation of Federal
10 reserved water rights or any other Indian water claims of
11 any other Indian Tribe in any other judicial or administra-
12 tive proceeding.

13 (b) OTHER INDIAN TRIBES.—Nothing in the agree-
14 ment or this Act shall be construed in any way to quantify
15 or otherwise adversely affect the water rights, claims, or
16 entitlements to water of any Indian Tribe, band, or com-
17 munity, other than the Navajo Nation.

18 **SEC. 11. RELATION TO ALLOTTEES.**

19 (a) NO EFFECT ON CLAIMS OF ALLOTTEES.—Noth-
20 ing in this Act or the agreement shall affect the rights
21 or claims of allottees, or the United States, acting in its
22 capacity as trustee for or on behalf of allottees, for water
23 rights or damages related to lands allotted by the United
24 States to allottees, except as provided in section 5(a)(2).

1 (b) RELATIONSHIP OF DECREE TO ALLOTTEES.—
2 Allottees, or the United States, acting in its capacity as
3 trustee for allottees, are not bound by any decree entered
4 in the general stream adjudication confirming the Navajo
5 water rights and shall not be precluded from making
6 claims to water rights in the general stream adjudication.
7 Allottees, or the United States, acting in its capacity as
8 trustee for allottees, may make claims and such claims
9 may be adjudicated as individual water rights in the gen-
10 eral stream adjudication.

11 **SEC. 12. ANTIDEFICIENCY.**

12 The United States shall not be liable for any failure
13 to carry out any obligation or activity authorized by this
14 Act (including any obligation or activity under the agree-
15 ment) if adequate appropriations are not provided ex-
16 pressly by Congress to carry out the purposes of this Act.

