

116TH CONGRESS
1ST SESSION

H. R. 644

To approve the settlement of the water rights claims of the Navajo Nation
in Utah, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 17, 2019

Mr. BISHOP of Utah introduced the following bill; which was referred to the
Committee on Natural Resources

A BILL

To approve the settlement of the water rights claims of
the Navajo Nation in Utah, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Navajo Utah Water
5 Rights Settlement Act of 2019”.

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

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

1 (A) the Navajo Nation; and

2 (B) the United States, for the benefit of
3 the Nation;

4 (2) to authorize, ratify, and confirm the Agree-
5 ment entered into by the Nation and the State, to
6 the extent that the Agreement is consistent with this
7 Act;

8 (3) to authorize and direct the Secretary—

9 (A) to execute the Agreement; and

10 (B) to take any actions necessary to carry
11 out the agreement in accordance with this Act;
12 and

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

15 **SEC. 3. DEFINITIONS.**

16 In this Act:

17 (1) AGREEMENT.—The term “agreement”
18 means—

19 (A) the document entitled “Navajo Utah
20 Water Rights Settlement Agreement” dated De-
21 cember 14, 2015, and the exhibits attached
22 thereto; and

23 (B) any amendment or exhibit to the docu-
24 ment or exhibits referenced in subparagraph

1 (A) that is executed to make the document or
2 exhibits consistent with this Act.

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

5 (A) granted out of the public domain that
6 is—

7 (i) located within the exterior bound-
8 aries of the Reservation; or

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

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

18 (i) for the benefit of an individual, in-
19 dividuals, or an Indian tribe other than the
20 Navajo Nation; or

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

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

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

5 (5) GENERAL STREAM ADJUDICATION.—The
6 term “general stream adjudication” means the adju-
7 dication pending, as of the date of enactment, in the
8 Seventh Judicial District in and for Grand County,
9 State of Utah, commonly known as the “South-
10 eastern Colorado River General Adjudication”, Civil
11 No. 810704477, conducted pursuant to State law.

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

17 (7) MEMBER.—The term “member” means any
18 person who is a duly enrolled member of the Navajo
19 Nation.

20 (8) NAVAJO NATION OR NATION.—The term
21 “Navajo Nation” or “Nation” means a body politic
22 and Federally recognized Indian nation, as published
23 on the list established under section 104(a) of the
24 Federally Recognized Indian Tribe List Act of 1994
25 (25 U.S.C. 5131(a)), also known variously as the

1 “Navajo Nation”, the “Navajo Nation of Arizona,
2 New Mexico, & Utah”, and the “Navajo Nation of
3 Indians” and other similar names, and includes all
4 bands of Navajo Indians and chapters of the Navajo
5 Nation and all divisions, agencies, officers, and
6 agents thereof.

7 (9) NAVAJO WATER DEVELOPMENT
8 PROJECTS.—The term “Navajo water development
9 projects” means projects for domestic municipal
10 water supply, including distribution infrastructure
11 and agricultural water conservation, to be con-
12 structed, in whole or in part, using monies from the
13 Navajo Water Development Projects Account estab-
14 lished under section 6(b)(1).

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

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

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

22 (13) RESERVATION.—The term “Reservation”
23 means, for purposes of the agreement and this Act,
24 the Reservation of the Navajo Nation in Utah as in
25 existence on the date of enactment of this Act and

1 depicted on the map attached to the agreement as
2 Exhibit A.

3 (14) SECRETARY.—The term “Secretary”
4 means the Secretary of the United States Depart-
5 ment of the Interior or a duly authorized representa-
6 tive thereof.

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

10 (16) UNITED STATES.—The term “United
11 States” means the United States of America and all
12 departments, agencies, bureaus, officers, and agents
13 thereof.

14 (17) UNITED STATES ACTING IN ITS TRUST CA-
15 PACITY.—The term “United States acting in its
16 trust capacity” means the United States acting for
17 the benefit of the Navajo Nation or for the benefit
18 of allottees.

19 **SEC. 4. RATIFICATION OF AGREEMENT.**

20 (a) APPROVAL BY CONGRESS.—Except to the extent
21 that any provision of the agreement conflicts with this Act,
22 Congress approves, ratifies, and confirms the agreement
23 (including any amendments to the agreement that are exe-
24 cuted to make the agreement consistent with this Act).

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

5 (1) any exhibits to the agreement requiring the
6 signature of the Secretary; and

7 (2) any amendments to the agreement nec-
8 essary to make the agreement consistent with this
9 Act.

10 (c) ENVIRONMENTAL COMPLIANCE.—

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

14 (A) the Endangered Species Act of 1973
15 (16 U.S.C. 1531 et seq.);

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

18 (C) all other applicable environmental laws
19 and regulations.

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

1 **SEC. 5. NAVAJO WATER RIGHTS.**

2 (a) CONFIRMATION OF NAVAJO WATER RIGHTS.—

3 (1) QUANTIFICATION.—The Navajo Nation
4 shall have the right to use water from water sources
5 located within Utah and adjacent to or encompassed
6 within the boundaries of the Reservation resulting in
7 depletions not to exceed 81,500 acre-feet annually as
8 described in the agreement and as confirmed in the
9 decree entered by the general stream adjudication
10 court.

11 (2) SATISFACTION OF ALLOTTEE RIGHTS.—De-
12pletions resulting from the use of water on an allot-
13ment shall be accounted for as a depletion by the
14 Navajo Nation for the purposes of depletion ac-
15counting under the agreement, including the recogni-
16tion of—

17 (A) any water use existing on an allotment
18 as of the date of enactment of this Act and as
19 subsequently reflected in the hydrographic sur-
20vey report referenced in section 7(b);

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

23 (C) any allotment water rights that may be
24 decreased in the general stream adjudication or
25 other appropriate forum.

1 (3) SATISFACTION OF ON-RESERVATION STATE
2 LAW-BASED WATER RIGHTS.—Depletion resulting
3 from the use of water on the Reservation pursuant
4 to State law-based water rights existing as of the
5 date of enactment of this Act shall be accounted for
6 as depletions by the Navajo Nation for purposes of
7 depletion accounting under the agreement.

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

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

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

16 (b) TRUST STATUS OF NAVAJO WATER RIGHTS.—
17 The Navajo water rights—

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

21 (2) shall not be subject to forfeiture or aban-
22 donment.

23 (c) AUTHORITY OF THE NATION.—

24 (1) IN GENERAL.—The Nation shall have the
25 authority to allocate, distribute, and lease the Nav-

1 ajo water rights for any use on the Reservation in
2 accordance with the agreement, this Act, and appli-
3 cable tribal and Federal law.

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

8 (3) ALLOTTEE WATER RIGHTS.—The Nation
9 shall not object in the general stream adjudication
10 or other applicable forum to the quantification of
11 reasonable domestic and stock water uses on an al-
12 lotment, and shall administer any water use on the
13 Reservation in accordance with applicable Federal
14 law, including the recognition of—

15 (A) any water use existing on an allotment
16 as of the date of enactment of this Act and as
17 subsequently reflected in the hydrographic sur-
18 vey report referenced in section 7(b);

19 (B) reasonable domestic and stock water
20 uses on an allotment; and

21 (C) any allotment water rights decreed in
22 the general stream adjudication or other appro-
23 priate forum.

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

1 (1) authorizes any action by the Nation against
2 the United States under Federal, State, tribal, or
3 local law; or

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

7 **SEC. 6. NAVAJO TRUST ACCOUNTS.**

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

16 (b) ACCOUNTS.—The Secretary shall establish in the
17 Trust Fund the following accounts:

18 (1) The Navajo Water Development Projects
19 Account.

20 (2) The Navajo OM&R Account.

21 (c) DEPOSITS.—The Secretary shall deposit in the
22 Trust Fund Accounts the following:

23 (1) In the Navajo Water Development Projects
24 Account, the amounts made available pursuant to
25 subsection 7(a)(1).

1 (2) In the Navajo OM&R Account, the amount
2 made available pursuant to section 7(a)(2).

3 (d) MANAGEMENT AND INTEREST.—

4 (1) MANAGEMENT.—Upon receipt and deposit
5 of the funds into the Trust Fund Accounts, the Sec-
6 retary shall manage, invest, and distribute all
7 amounts in the Trust Fund in a manner that is con-
8 sistent with the investment authority of the Sec-
9 retary under—

10 (A) the first section of the Act of June 24,
11 1938 (25 U.S.C. 162a);

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

15 (C) this section.

16 (2) INVESTMENT EARNINGS.—In addition to
17 the deposits under subsection (c), any investment
18 earnings, including interest, credited to amounts
19 held in the Trust Fund are authorized to be appro-
20 priated to be used in accordance with the uses de-
21 scribed in subsection (h).

22 (e) AVAILABILITY OF AMOUNTS.—Amounts appro-
23 priated to, and deposited in, the Trust Fund, including
24 any investment earnings, shall be made available to the
25 Nation by the Secretary beginning on the enforceability

1 date and subject to the uses and restrictions set forth in
2 this section.

3 (f) WITHDRAWALS.—

4 (1) WITHDRAWALS UNDER THE AMERICAN IN-
5 DIAN TRUST FUND MANAGEMENT REFORM ACT OF
6 1994.—The Nation may withdraw any portion of the
7 funds in the Trust Fund on approval by the Sec-
8 retary of a tribal management plan submitted by the
9 Nation in accordance with the American Indian
10 Trust Fund Management Reform Act of 1994 (25
11 U.S.C. 4001 et seq.).

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

22 (B) ENFORCEMENT.—The Secretary may
23 carry out such judicial and administrative ac-
24 tions as the Secretary determines to be nec-
25 essary to enforce the tribal management plan to

1 ensure that amounts withdrawn by the Nation
2 from the Trust Fund under this paragraph are
3 used in accordance with this Act.

4 (2) WITHDRAWALS UNDER EXPENDITURE
5 PLAN.—The Nation may submit to the Secretary a
6 request to withdraw funds from the Trust Fund pur-
7 suant to an approved expenditure plan.

8 (A) REQUIREMENTS.—To be eligible to
9 withdraw funds under an expenditure plan
10 under this paragraph, the Nation shall submit
11 to the Secretary for approval an expenditure
12 plan for any portion of the Trust Fund that the
13 Nation elects to withdraw pursuant to this
14 paragraph, subject to the condition that the
15 funds shall be used for the purposes described
16 in this Act.

17 (B) INCLUSIONS.—An expenditure plan
18 under this paragraph shall include a description
19 of the manner and purpose for which the
20 amounts proposed to be withdrawn from the
21 Trust Fund will be used by the Nation, in ac-
22 cordance with subsections (c) and (h).

23 (C) APPROVAL.—On receipt of an expendi-
24 ture plan under this paragraph, the Secretary

1 shall approve the plan, if the Secretary deter-
2 mines that the plan—

3 (i) is reasonable;

4 (ii) is consistent with, and will be used
5 for, the purposes of this Act; and

6 (iii) contains a schedule which de-
7 scribed that tasks will be completed within
8 18 months of receipt of withdrawn
9 amounts.

10 (D) ENFORCEMENT.—The Secretary may
11 carry out such judicial and administrative ac-
12 tions as the Secretary determines to be nec-
13 essary to enforce an expenditure plan to ensure
14 that amounts disbursed under this paragraph
15 are used in accordance with this Act.

16 (g) EFFECT OF ACT.—Nothing in this Act gives the
17 Nation the right to judicial review of a determination of
18 the Secretary regarding whether to approve a tribal man-
19 agement plan or an expenditure plan except under sub-
20 chapter II of chapter 5, and chapter 7 of title 5, United
21 States Code (commonly known as the “Administrative
22 Procedure Act”).

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

1 (1) The Navajo Water Development Projects
2 Account shall be used to plan, design, and construct
3 the Navajo water development projects and for the
4 conduct of related activities, including to comply
5 with Federal environmental laws.

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

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

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

16 (k) EXPENDITURE REPORTS.—The Navajo Nation
17 shall submit to the Secretary annually an expenditure re-
18 port describing accomplishments and amounts spent from
19 the use of withdrawals under a tribal management plan
20 or an expenditure plan as described in this Act.

21 **SEC. 7. AUTHORIZATION OF APPROPRIATIONS.**

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

24 (1) for deposit in the Navajo Water Develop-
25 ment Projects Account of the Trust Fund estab-

1 lished under section 6(b)(1), \$198,300,000, which
2 funds shall be retained until expended, withdrawn,
3 or reverted to the general fund of the Treasury; and
4 (2) for deposit in the Navajo OM&R Account of
5 the Trust Fund established under section 6(b)(2),
6 \$11,100,000, which funds shall be retained until ex-
7 pended, withdrawn, or reverted to the General Fund
8 of the Treasury.

9 (b) IMPLEMENTATION COSTS.—There are authorized
10 to be appropriated non-trust funds in the amount of
11 \$1,000,000 to assist the United States with costs associ-
12 ated with the implementation of this Act, including the
13 preparation of a hydrographic survey of historic and exist-
14 ing water uses on the Reservation and on allotments.

15 (c) STATE COST SHARE.—The State shall contribute
16 \$8,000,000 payable to the Secretary for deposit into the
17 Navajo Water Development Projects Account of the Trust
18 Fund established under section 6(b)(1) in installments in
19 each of the 3 years following the execution of the agree-
20 ment by the Secretary as provided for in subsection (b)
21 of section 4.

22 (d) FLUCTUATION IN COSTS.—

23 (1) IN GENERAL.—The amount authorized to
24 be appropriated under subsection (a) shall be in-
25 creased or decreased, as appropriate, by such

1 amounts as may be justified by reason of ordinary
2 fluctuations in costs occurring after the date of en-
3 actment of this Act as indicated by the Bureau of
4 Reclamation Construction Cost Index—Composite
5 Trend.

6 (2) REPETITION.—The adjustment process
7 under this subsection shall be repeated for each sub-
8 sequent amount appropriated until the amount au-
9 thorized, as adjusted, has been appropriated.

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

14 **SEC. 8. CONDITIONS PRECEDENT.**

15 (a) IN GENERAL.—The waivers and releases con-
16 tained in section 9 shall become effective as of the date
17 the Secretary causes to be published in the Federal Reg-
18 ister a statement of findings that—

19 (1) to the extent that the agreement conflicts
20 with this Act, the agreement has been revised to
21 conform with this Act;

22 (2) the agreement, so revised, including waivers
23 and releases of claims set forth in section 9, has
24 been executed by the parties, including the United
25 States;

1 (3) Congress has fully appropriated, or the Sec-
2 retary has provided from other authorized sources,
3 all funds authorized under subsection (a) of section
4 7;

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

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

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

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

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

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

21 (2) any funds that have been appropriated pur-
22 suant to section 7 but not expended, including any
23 investment earnings on funds that have been appro-
24 priated pursuant to such section, shall immediately
25 revert to the general fund of the Treasury; and

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

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

8 **SEC. 9. WAIVERS AND RELEASES.**

9 (a) IN GENERAL.—

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

23 (A) all claims for water rights within Utah
24 based on any and all legal theories that the
25 Navajo Nation or the United States acting in

1 its trust capacity for the Nation, asserted, or
2 could have asserted, at any time in any pro-
3 ceeding, including to the general stream adju-
4 dication, up to and including the enforceability
5 date, except to the extent that such rights are
6 recognized in the agreement and this Act; and

7 (B) all claims for damages, losses, or inju-
8 ries to water rights or claims of interference
9 with, diversion, or taking of water rights (in-
10 cluding claims for injury to lands resulting from
11 such damages, losses, injuries, interference
12 with, diversion, or taking of water rights) with-
13 in Utah against the State, or any person, enti-
14 ty, corporation, or municipality, that accrued at
15 any time up to and including the enforceability
16 date.

17 (b) CLAIMS BY THE NAVAJO NATION AGAINST THE
18 UNITED STATES.—The Navajo Nation, on behalf of itself
19 and its members (other than members in their capacity
20 as allottees), shall execute a waiver and release of—

21 (1) all claims the Navajo Nation may have
22 against the United States relating in any manner to
23 claims for water rights in or water of Utah that the
24 United States acting in its trust capacity for the Na-

1 tion asserted, or could have asserted, in any pro-
2 ceeding, including the general stream adjudication;

3 (2) all claims the Navajo Nation may have
4 against the United States relating in any manner to
5 damages, losses, or injuries to water, water rights,
6 land, or other resources due to loss of water or
7 water rights (including damages, losses, or injuries
8 to hunting, fishing, gathering, or cultural rights due
9 to loss of water or water rights; claims relating to
10 interference with, diversion, or taking of water; or
11 claims relating to failure to protect, acquire, replace,
12 or develop water or water rights) within Utah that
13 first accrued at any time up to and including the en-
14 forceability date;

15 (3) all claims the Nation may have against the
16 United States relating in any manner to the litiga-
17 tion of claims relating to the Nation's water rights
18 in proceedings in Utah; and

19 (4) all claims the Nation may have against the
20 United States relating in any manner to the negotia-
21 tion, execution, or the adoption of the agreement or
22 this Act.

23 (c) RESERVATION OF RIGHTS AND RETENTION OF
24 CLAIMS BY THE NAVAJO NATION AND THE UNITED
25 STATES.—Notwithstanding the waivers and releases au-

1 thORIZED in this Act, the Navajo Nation, and the United
2 States acting in its trust capacity for the Nation, retain—

3 (1) all claims for injuries to and the enforce-
4 ment of the agreement and the final or interlocutory
5 decree entered in the general stream adjudication,
6 through such legal and equitable remedies as may be
7 available in the decree court or the Federal District
8 Court for the District of Utah;

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

11 (3) all claims relating to activities affecting the
12 quality of water, including any claims under the
13 Comprehensive Environmental Response, Compensa-
14 tion, and Liability Act of 1980 (42 U.S.C. 9601 et
15 seq. (including claims for damages to natural re-
16 sources)), the Safe Drinking Water Act (42 U.S.C.
17 300f et seq.), and the Federal Water Pollution Con-
18 trol Act (33 U.S.C. 1251 et seq.), the regulations
19 implementing those Acts, and the common law;

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

23 (5) all claims, including environmental claims,
24 under any laws (including regulations and the com-

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

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

6 (d) EFFECT.—Nothing in the agreement or this
7 Act—

8 (1) affects the ability of the United States act-
9 ing in its sovereign capacity to take actions author-
10 ized by law, including any laws relating to health,
11 safety, or the environment, including the Com-
12 prehensive Environmental Response, Compensation,
13 and Liability Act of 1980 (42 U.S.C. 9601 et seq.),
14 the Safe Drinking Water Act (42 U.S.C. 300f et
15 seq.), the Federal Water Pollution Control Act (33
16 U.S.C. 1251 et seq.), the Solid Waste Disposal Act
17 (42 U.S.C. 6901 et seq.), and the regulations imple-
18 menting those laws;

19 (2) affects the ability of the United States to
20 take actions in its capacity as trustee for any other
21 Indian tribe or allottee;

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

23 (A) interpret Federal law regarding health,
24 safety, or the environment or determine the du-

1 ties of the United States or other parties pursu-
2 ant to such Federal law; and

3 (B) conduct judicial review of Federal
4 agency action; or

5 (4) modifies, conflicts with, preempts, or other-
6 wise affects—

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

9 (B) the Boulder Canyon Project Adjust-
10 ment Act (54 Stat. 774, chapter 643);

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

14 (D) the Act of September 30, 1968 (com-
15 monly known as the “Colorado River Basin
16 Project Act”) (82 Stat. 885);

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

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

1 (G) the Upper Colorado River Basin Com-
2 pact as consented to by the Act of April 6,
3 1949 (63 Stat. 31, chapter 48).

4 (e) TOLLING OF CLAIMS.—

5 (1) IN GENERAL.—Each applicable period of
6 limitation and time-based equitable defense relating
7 to a claim waived by the Navajo Nation described in
8 this section shall be tolled for the period beginning
9 on the date of enactment of this Act and ending on
10 the enforceability date.

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

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

19 **SEC. 10. MISCELLANEOUS PROVISIONS.**

20 (a) PRECEDENT.—Nothing in this Act establishes
21 any standard for the quantification or litigation of Federal
22 reserved water rights or any other Indian water claims of
23 any other Indian tribe in any other judicial or administra-
24 tive proceeding.

1 (b) OTHER INDIAN TRIBES.—Nothing in the agree-
2 ment or this Act shall be construed in any way to quantify
3 or otherwise adversely affect the water rights, claims, or
4 entitlements to water of any Indian tribe, band, or com-
5 munity, other than the Navajo Nation.

6 **SEC. 11. RELATION TO ALLOTTEES.**

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

13 (b) RELATIONSHIP OF DECREE TO ALLOTTEES.—
14 Allottees, or the United States, acting in its capacity as
15 trustee for allottees, are not bound by any decree entered
16 in the general stream adjudication confirming the Navajo
17 Nation water rights and shall not be precluded from mak-
18 ing claims to water rights in the general stream adjudica-
19 tion. Allottees, or the United States, acting in its capacity
20 for allottees, may make claims, and such claims may be
21 adjudicated, as individual water rights in the general
22 stream adjudication.

23 **SEC. 12. ANTIDEFICIENCY.**

24 The United States shall not be liable for any failure
25 to carry out any obligation or activity authorized by this

1 Act (including any obligation or activity under the agree-
2 ment) if adequate appropriations are not provided ex-
3 pressly by Congress to carry out the purposes of this Act.

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