

118TH CONGRESS  
2D SESSION

# S. 4998

To approve the settlement of water rights claims of the Navajo Nation in the Rio San José Stream System in the State of New Mexico, and for other purposes.

---

## IN THE SENATE OF THE UNITED STATES

SEPTEMBER 9, 2024

Mr. HEINRICH (for himself and Mr. LUJÁN) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

---

## A BILL

To approve the settlement of water rights claims of the Navajo Nation in the Rio San José Stream System in the State of New Mexico, 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; TABLE OF CONTENTS.**

4 (a) SHORT TITLE.—This Act may be cited as the  
5 “Navajo Nation Rio San José Stream System Water  
6 Rights Settlement Act of 2024”.

7 (b) TABLE OF CONTENTS.—The table of contents for  
8 this Act is as follows:

Sec. 1. Short title; table of contents.

Sec. 2. Purposes.

- Sec. 3. Definitions.
- Sec. 4. Ratification of Agreement.
- Sec. 5. Navajo Nation's Water Rights.
- Sec. 6. Navajo Nation Rio San José Settlement Trust Fund.
- Sec. 7. Funding.
- Sec. 8. Enforceability Date.
- Sec. 9. Waivers and releases of claims.
- Sec. 10. Satisfaction of claims.
- Sec. 11. Consent of United States to jurisdiction for judicial review of a Navajo Nation Water Use Permit decision.
- Sec. 12. Miscellaneous provisions.
- Sec. 13. Relation to Allottees.
- Sec. 14. Expansion of Navajo-Gallup Water Supply Project service area.
- Sec. 15. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-  
 4 ment of all claims to water rights in the general  
 5 stream adjudication of the Rio San José Stream  
 6 System captioned “State of New Mexico, ex rel.  
 7 State Engineer v. Kerr-McGee, et al.”, No. D-1333-  
 8 CV-1983-00190 and No. D-1333-CV-1983-00220  
 9 (consolidated), pending in the Thirteenth Judicial  
 10 District Court for the State of New Mexico, for—

11 (A) the Navajo Nation; and

12 (B) the United States, acting as trustee  
 13 for the Navajo Nation;

14 (2) to authorize, ratify, and confirm the agree-  
 15 ment entered into by the Navajo Nation, the State,  
 16 and various other parties to the Agreement, to the  
 17 extent that the Agreement is consistent with this  
 18 Act;

19 (3) to authorize and direct the Secretary—

- 1 (A) to execute the Agreement; and  
2 (B) to take any other actions necessary to  
3 carry out the Agreement in accordance with  
4 this Act; and  
5 (4) to authorize funds necessary for the imple-  
6 mentation of the Agreement and this Act.

7 **SEC. 3. DEFINITIONS.**

8 In this Act:

9 (1) ACEQUIA.—The term “Acequia” means  
10 each of the Bluewater Toltec Irrigation District, La  
11 Acequia Madre del Ojo del Gallo, Moquino Water  
12 Users Association II, Murray Acres Irrigation Asso-  
13 ciation, San Mateo Irrigation Association, Seboyeta  
14 Community Irrigation Association, Cubero Acequia  
15 Association, Cebolletita Acequia Association, and  
16 Community Ditch of Rio San José de la Cienega.

17 (2) ADJUDICATION.—The term “Adjudication”  
18 means the general adjudication of water rights enti-  
19 tled “State of New Mexico, ex rel. State Engineer v.  
20 Kerr-McGee, et al.” , No. D-1333-CV-1983-00190  
21 and No. D-1333-CV-1983-00220 (consolidated)  
22 pending, as of the date of enactment of this Act, in  
23 the Decree Court.

24 (3) AGREEMENT.—The term “Agreement”  
25 means—

1           (A) the addendum dated June 11, 2024,  
 2           to, and as provided in Article 17 of, the docu-  
 3           ment entitled “Rio San José Stream System  
 4           Water Rights Local Settlement Agreement  
 5           Among the Pueblo of Acoma, the Pueblo of La-  
 6           guna, the Navajo Nation, the State of New  
 7           Mexico, the City of Grants, the Village of  
 8           Milan, the Association of Community Ditches of  
 9           the Rio San José and Nine Individual Acequias  
 10          and Community Ditches” and dated May 13,  
 11          2022, and the attachments thereto and to the  
 12          addendum; and

13           (B) any amendment to the documents re-  
 14          ferred to in subparagraph (A) (including an  
 15          amendment to an attachment) that is executed  
 16          to ensure that the Agreement is consistent with  
 17          this Act.

18          (4) ALLOTMENT.—The term “Allotment”  
 19          means a parcel of land that is—

20           (A) located within—

21                 (i) the Rio Puerco Basin; or

22                 (ii) the Rio San José Stream System;

23           and

24           (B) held in trust by the United States for  
 25          the benefit of—

1 (i) 1 or more individual Indians; or

2 (ii) an Indian Tribe holding an undi-  
3 vided fractional beneficial interest.

4 (5) ALLOTTEE.—The term “Allottee” means—

5 (A) an individual Indian holding a bene-  
6 ficial interest in an Allotment; or

7 (B) an Indian Tribe holding an undivided  
8 fractional beneficial interest in an Allotment.

9 (6) DECREE COURT.—The term “Decree  
10 Court” means the Thirteenth Judicial District Court  
11 of the State of New Mexico.

12 (7) ENFORCEABILITY DATE.—The term “En-  
13 forceability Date” means the date described in sec-  
14 tion 8.

15 (8) NAVAJO NATION; NAVAJO; NATION.—

16 (A) IN GENERAL.—The terms “Navajo  
17 Nation”, “Navajo”, and “Nation” mean the  
18 body politic and federally recognized Indian na-  
19 tion, as published on the list required under  
20 section 104(a) of the Federally Recognized In-  
21 dian Tribe List Act of 1994 (25 U.S.C.  
22 5131(a)), also known variously as the “Navajo  
23 Nation of Arizona, New Mexico, & Utah”, and  
24 the “Navajo Nation of Indians” and other simi-  
25 lar names.

1 (B) INCLUSIONS.—The terms “Navajo Na-  
2 tion”, “Navajo”, and “Nation” include all  
3 bands of Navajo Indians and chapters of the  
4 Navajo Nation and all divisions, agencies, offi-  
5 cers, and agents thereof.

6 (9) NAVAJO NATION LANDS; NAVAJO LANDS.—

7 (A) IN GENERAL.—The terms “Navajo  
8 Nation Lands” and “Navajo Lands” mean any  
9 real property—

10 (i) in the Rio San José Stream Sys-  
11 tem that is held by the United States in  
12 trust for the Navajo Nation, or owned by  
13 the Navajo Nation, as of the Enforceability  
14 Date; or

15 (ii) in the Rio Puerco Basin that is  
16 held by the United States in trust for the  
17 Navajo Nation, or owned by the Navajo  
18 Nation, as of the Enforceability Date.

19 (B) INCLUSIONS.—The terms “Navajo Na-  
20 tion Lands” and “Navajo Lands” include land  
21 placed in trust with the United States subse-  
22 quent to the Enforceability Date for the Navajo  
23 Nation in the Rio San José Stream System and  
24 in the Rio Puerco Basin.

1           (C) EXCLUSION.—The terms “Navajo Na-  
 2           tion Lands” and “Navajo Lands” do not in-  
 3           clude Allotments.

4           (10) NAVAJO NATION WATER CODE.—The term  
 5           “Navajo Nation Water Code” means the water code  
 6           enacted in 1984 by the Navajo Nation Council  
 7           through Resolution CAU-34-84. (22 N.N.C. 1101  
 8           et seq.).

9           (11) NAVAJO NATION WATER USE PERMIT.—  
 10          The term “Navajo Nation Water Use Permit”  
 11          means a document specifying terms and conditions  
 12          for diversion and use of water on Navajo Nation  
 13          Lands issued by the Navajo Nation within the scope  
 14          of its authority under the Navajo Nation Water  
 15          Code and the Settlement Agreement.

16          (12) NAVAJO NATION’S WATER RIGHTS.—

17               (A) IN GENERAL.—The term “Navajo Na-  
 18               tion’s Water Rights” means—

19                       (i) the water rights of the Navajo Na-  
 20                       tion in the Rio San José Stream System—

21                               (I) as identified in the Agreement  
 22                               and section 5; and

23                               (II) as confirmed in the Navajo  
 24                               Partial Final Judgment and Decree;  
 25                               and

1 (ii) the water rights of the Navajo Na-  
2 tion in the Rio Puerco Basin, as identified  
3 in the Agreement and section 5.

4 (B) EXCLUSIONS.—The term “Navajo Na-  
5 tion’s Water Rights” does not include—

6 (i) any interest that the Nation may  
7 have in an Allotment that is determined by  
8 the Secretary to be patented pursuant to  
9 section 1 of the Act of February 8, 1887  
10 (commonly known as the “Indian General  
11 Allotment Act”) (24 Stat. 388, chapter  
12 119; 25 U.S.C. 331) (as in effect on the  
13 day before the date of enactment of the In-  
14 dian Land Consolidation Act Amendments  
15 of 2000 (Public Law 106–462; 114 Stat.  
16 1991)); or

17 (ii) any undivided interest that the  
18 Nation may have in an Allotment that is  
19 determined by the Secretary to be patented  
20 pursuant to an authority other than sec-  
21 tion 1 of the Act of February 8, 1887  
22 (commonly known as the “Indian General  
23 Allotment Act”) (24 Stat. 388, chapter  
24 119; 25 U.S.C. 331) (as in effect on the  
25 day before the date of enactment of the In-



1           dian Land Consolidation Act Amendments  
2           of 2000 (Public Law 106–462; 114 Stat.  
3           1991)).

4           (13) NAVAJO PARTIAL FINAL JUDGMENT AND  
5           DECREE.—The term “Navajo Partial Final Judg-  
6           ment and Decree” means a final or interlocutory  
7           partial final judgment and decree entered by the De-  
8           cree Court with respect to the Navajo Nation’s  
9           Water Rights—

10           (A) that is substantially in the form de-  
11           scribed in article 17.14.7.2 of the Agreement,  
12           as amended to ensure consistency with this Act;  
13           and

14           (B) from which no further appeal may be  
15           taken.

16           (14) NAVAJO TRUST FUND.—The term “Navajo  
17           Trust Fund” means the Navajo Nation Rio San  
18           José Settlement Trust Fund established under sec-  
19           tion 6(a).

20           (15) RIO PUERCO BASIN.—The term “Rio  
21           Puerco Basin” means the area defined by the  
22           United States Geological Survey Hydrologic Unit  
23           Codes (HUC) 13020204 (Rio Puerco subbasin) and  
24           13020205 (Arroyo Chico subbasin), including the  
25           hydrologically connected groundwater.

1           (16) RIO SAN JOSÉ STREAM SYSTEM.—The  
2 term “Rio San José Stream System” means the geo-  
3 graphic extent of the area involved in the Adjudica-  
4 tion pursuant to the description filed in the Decree  
5 Court on November 21, 1986.

6           (17) SECRETARY.—The term “Secretary”  
7 means the Secretary of the Interior.

8           (18) SIGNATORY ACEQUIA.—The term “Signa-  
9 tory Acequia” means an acequia that is a signatory  
10 to the Agreement.

11           (19) STATE.—The term “State” means the  
12 State of New Mexico and all officers, agents, depart-  
13 ments, and political subdivisions of the State of New  
14 Mexico.

15 **SEC. 4. RATIFICATION OF AGREEMENT.**

16 (a) RATIFICATION.—

17           (1) IN GENERAL.—Except as modified by this  
18 Act, and to the extent that the Agreement does not  
19 conflict with this Act, the Agreement is authorized,  
20 ratified, and confirmed.

21           (2) AMENDMENTS.—If an amendment to the  
22 Agreement, or to any attachment to the Agreement  
23 requiring the signature of the Secretary, is executed  
24 in accordance with this Act to make the Agreement

1 consistent with this Act, the amendment is author-  
2 ized, ratified, and confirmed.

3 (b) EXECUTION.—

4 (1) IN GENERAL.—To the extent that the  
5 Agreement does not conflict with this Act, the Sec-  
6 retary shall execute the Agreement, including all at-  
7 tachments to, or parts of, the Agreement requiring  
8 the signature of the Secretary.

9 (2) MODIFICATIONS.—Nothing in this Act pro-  
10 hibits the Secretary, after execution of the Agree-  
11 ment, from approving any modification to the Agree-  
12 ment, including an attachment to the Agreement,  
13 that is consistent with this Act, to the extent that  
14 the modification does not otherwise require congres-  
15 sional approval under section 2116 of the Revised  
16 Statutes (25 U.S.C. 177) or any other applicable  
17 provision of Federal law.

18 (c) ENVIRONMENTAL COMPLIANCE.—

19 (1) IN GENERAL.—In implementing the Agree-  
20 ment and this Act, the Secretary shall comply  
21 with—

22 (A) the Endangered Species Act of 1973  
23 (16 U.S.C. 1531 et seq.);

1 (B) the National Environmental Policy Act  
2 of 1969 (42 U.S.C. 4321 et seq.), including the  
3 implementing regulations of that Act; and

4 (C) all other applicable Federal environ-  
5 mental laws and regulations.

6 (2) COMPLIANCE.—

7 (A) IN GENERAL.—In implementing the  
8 Agreement and this Act, the Navajo Nation  
9 shall prepare any necessary environmental doc-  
10 uments, consistent with—

11 (i) the Endangered Species Act of  
12 1973 (16 U.S.C. 1531 et seq.);

13 (ii) the National Environmental Policy  
14 Act of 1969 (42 U.S.C. 4321 et seq.), in-  
15 cluding the implementing regulations of  
16 that Act; and

17 (iii) all other applicable Federal envi-  
18 ronmental laws and regulations.

19 (B) AUTHORIZATIONS.—The Secretary  
20 shall—

21 (i) independently evaluate the docu-  
22 mentation required under subparagraph  
23 (A); and

24 (ii) be responsible for the accuracy,  
25 scope, and contents of that documentation.

1           (3) EFFECT OF EXECUTION.—The execution of  
2           the Agreement by the Secretary under this section  
3           shall not constitute a major Federal action under  
4           the National Environmental Policy Act of 1969 (42  
5           U.S.C. 4321 et seq.).

6           (4) COSTS.—Any costs associated with the per-  
7           formance of the compliance activities under this sub-  
8           section shall be paid from funds deposited in the  
9           Navajo Trust Fund or other sources of funding from  
10          the Navajo Nation, subject to the condition that any  
11          costs associated with the performance of Federal ap-  
12          proval or other review of such compliance work or  
13          costs associated with inherently Federal functions  
14          shall remain the responsibility of the Secretary.

15 **SEC. 5. NAVAJO NATION'S WATER RIGHTS.**

16          (a) TRUST STATUS OF NAVAJO NATION'S WATER  
17 RIGHTS.—The Navajo Nation's Water Rights shall be  
18 held in trust by the United States on behalf of the Nation  
19 in accordance with the Agreement and this Act.

20          (b) FORFEITURE AND ABANDONMENT.—

21               (1) IN GENERAL.—The Navajo Nation's Water  
22 Rights shall not be subject to loss through non-use,  
23 forfeiture, abandonment, or other operation of law.

24               (2) STATE-LAW BASED WATER RIGHTS.—State-  
25 law based water rights acquired by the Navajo Na-

1 tion, or by the United States on behalf of the Na-  
2 tion, after the date for inclusion in the Navajo Par-  
3 tial Final Judgment and Decree, shall not be subject  
4 to forfeiture, abandonment, or permanent alienation  
5 from the time they are acquired.

6 (c) USE.—Any use of the Navajo Nation’s Water  
7 Rights shall be subject to the terms and conditions of the  
8 Agreement and this Act.

9 (d) ALLOTMENT RIGHTS NOT INCLUDED.—Con-  
10 sistent with section 13, the Navajo Nation’s Water Rights  
11 shall not include any water rights for an Allotment, sub-  
12 ject to the condition that the Navajo Nation may allow  
13 use of the Navajo Nation’s Water Rights on an Allotment  
14 subject to the terms and conditions of the Agreement and  
15 this Act.

16 (e) ALLOTTEES NOT ADVERSELY AFFECTED.—  
17 Nothing in this Act quantifies or diminishes any water  
18 right, or any claim or entitlement to water, of an Allottee.

19 (f) ALLOTTEE WATER RIGHTS.—The Nation shall  
20 not object in any general stream adjudication, including  
21 the Adjudication, to the quantification of reasonable do-  
22 mestic, stock, and irrigation water uses on an Allotment,  
23 and shall administer any water use in accordance with ap-  
24 plicable Federal law, including recognition of—

1           (1) any water use existing on an Allotment as  
2 of the date of enactment of this Act;

3           (2) reasonable domestic, stock, and irrigation  
4 water uses on an Allotment; and

5           (3) any water right decreed to the United  
6 States in trust for an Allottee in a general stream  
7 adjudication, including the Adjudication, for use on  
8 an Allotment.

9           (g) AUTHORITY OF THE NAVAJO NATION.—

10           (1) USE ON NAVAJO LANDS.—The Navajo Na-  
11 tion shall have the authority to allocate, distribute,  
12 and lease the Navajo Nation’s Water Rights for use  
13 on Navajo Lands in accordance with the Agreement,  
14 this Act, and applicable Federal law, including the  
15 first section of the Act of August 9, 1955 (69 Stat.  
16 539, chapter 615; 25 U.S.C. 415) (commonly known  
17 as the “Long-Term Leasing Act”).

18           (2) USE OFF NAVAJO LANDS.—

19           (A) IN GENERAL.—The Navajo Nation  
20 may allocate, distribute, and lease the Navajo  
21 Nation’s Water Rights for use off Navajo  
22 Lands in accordance with the Agreement, this  
23 Act, and applicable Federal law, subject to the  
24 approval of the Secretary.

1           (B) MAXIMUM TERM.—The maximum  
2           term of any lease, including all renewals, under  
3           this paragraph shall not exceed 99 years.

4           (h) ADMINISTRATION.—

5           (1) NO ALIENATION.—The Navajo Nation shall  
6           not permanently alienate any portion of the Navajo  
7           Nation’s Water Rights.

8           (2) PURCHASES OR GRANTS OF LAND FROM IN-  
9           DIANS.—An authorization provided by this Act for  
10          the allocation, distribution, leasing, or other ar-  
11          rangement entered into pursuant to this Act shall be  
12          considered to satisfy any requirement for authoriza-  
13          tion of the action required by Federal law.

14          (3) PROHIBITION ON FORFEITURE.—The non-  
15          use of all or any portion of the Navajo Nation’s  
16          Water Rights by any water user shall not result in  
17          the forfeiture, abandonment, relinquishment, or  
18          other loss of all or any portion of the Navajo Na-  
19          tion’s Water Rights.

20          (4) FORBEARANCE BY NAVAJO NATION FOR  
21          NON-STOCK WATER RIGHTS OF CERTAIN ALLOT-  
22          MENTS.—Forbearance by the Navajo Nation in ac-  
23          cordance with Article 17.13.4 of the Agreement—

24                   (A) shall be considered non-use for pur-  
25                   poses of paragraph (3); and



1 (B) shall not result in the forfeiture, aban-  
2 donment, relinquishment, or other loss of any  
3 portion of the Navajo Nation's Water Rights.

4 **SEC. 6. NAVAJO NATION RIO SAN JOSÉ SETTLEMENT**  
5 **TRUST FUND.**

6 (a) ESTABLISHMENT.—The Secretary shall establish  
7 a trust fund, to be known as the “Navajo Nation Rio San  
8 José Water Rights Settlement Trust Fund”, to be man-  
9 aged, invested, and distributed by the Secretary and to  
10 remain available until expended, withdrawn, or reverted  
11 to the general fund of the Treasury, consisting of the  
12 amounts deposited in the Navajo Trust Fund under sub-  
13 section (c), together with any investment earnings, includ-  
14 ing interest, earned on those amounts, for the purpose of  
15 carrying out this Act.

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

18 (1) The Navajo Nation Water Rights Settle-  
19 ment Account.

20 (2) The Navajo Nation Operations and Mainte-  
21 nance Account.

22 (c) DEPOSITS.—The Secretary shall deposit in the  
23 Navajo Trust Fund the amounts made available pursuant  
24 to section 7(a).

25 (d) MANAGEMENT AND INTEREST.—

1           (1) MANAGEMENT.—On receipt and deposit of  
2 funds into the Navajo Trust Fund under subsection  
3 (c), the Secretary shall manage, invest, and dis-  
4 tribute all amounts in the Navajo Trust Fund in a  
5 manner that is consistent with the investment au-  
6 thority of the Secretary under—

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

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

12                   (C) this subsection.

13           (2) INVESTMENT EARNINGS.—In addition to  
14 the deposits made to the Navajo Trust Fund under  
15 subsection (c), any investment earnings, including  
16 interest, earned on those amounts held in the Nav-  
17 ajo Trust Fund are authorized to be used in accord-  
18 ance with subsections (f) and (h).

19           (e) AVAILABILITY OF AMOUNTS.—

20                   (1) IN GENERAL.—Amounts appropriated to,  
21 and deposited in, the Navajo Trust Fund, including  
22 any investment earnings, including interest, earned  
23 on those amounts, shall be made available to the Na-  
24 tion by the Secretary beginning on the Enforce-  
25 ability Date, subject to the requirements of this sec-

1 tion, except for funds to be made available to the  
2 Nation pursuant to paragraph (2).

3 (2) USE OF FUNDS.—Notwithstanding para-  
4 graph (1), up to \$15,000,000 of the amounts depos-  
5 ited in the Navajo Nation Water Rights Settlement  
6 Account, including any investment earnings, includ-  
7 ing interest, earned on those amounts, shall be avail-  
8 able to the Nation on the date on which the amounts  
9 are deposited in the Navajo Nation Water Rights  
10 Settlement Account for the following uses:

11 (A) Feasibility studies, planning, engineer-  
12 ing, design, and related environmental, cultural,  
13 and historical compliance, and obtaining rights-  
14 of-way or permits for water supply infrastruc-  
15 ture to serve Navajo Nation needs consistent  
16 with subsection (h)(1)(B).

17 (B) Installing, on Navajo Lands, ground-  
18 water wells and associated infrastructure to  
19 meet immediate domestic, commercial, munic-  
20 ipal and industrial water needs, and associated  
21 environmental, cultural, and historical compli-  
22 ance.

23 (f) WITHDRAWALS.—

1           (1) WITHDRAWALS UNDER THE AMERICAN IN-  
2           DIAN TRUST FUND MANAGEMENT REFORM ACT OF  
3           1994.—

4           (A) IN GENERAL.—The Navajo Nation  
5           may withdraw any portion of the amounts in  
6           the Navajo Trust Fund on approval by the Sec-  
7           retary of a Tribal management plan submitted  
8           by the Nation in accordance with the American  
9           Indian Trust Fund Management Reform Act of  
10          1994 (25 U.S.C. 4001 et seq.).

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

22          (C) 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

1           under this paragraph to ensure that amounts  
2           withdrawn by the Nation from the Navajo  
3           Trust Fund under subparagraph (A) are used  
4           in accordance with this Act.

5           (2) WITHDRAWALS UNDER EXPENDITURE  
6           PLAN.—

7                   (A) IN GENERAL.—The Navajo Nation  
8           may submit to the Secretary a request to with-  
9           draw funds from the Navajo Trust Fund pursu-  
10          ant to an approved expenditure plan.

11                   (B) REQUIREMENTS.—To be eligible to  
12          withdraw amounts under an expenditure plan  
13          under subparagraph (A), the Nation shall sub-  
14          mit to the Secretary an expenditure plan for  
15          any portion of the Navajo Trust Fund that the  
16          Nation elects to withdraw pursuant to that sub-  
17          paragraph, subject to the condition that the  
18          amounts shall be used for the purposes de-  
19          scribed in this Act.

20                   (C) INCLUSIONS.—An expenditure plan  
21          under this paragraph shall include a description  
22          of the manner and purpose for which the  
23          amounts proposed to be withdrawn from the  
24          Navajo Trust Fund will be used by the Nation,

1 in accordance with this subsection and sub-  
2 section (h).

3 (D) APPROVAL.—The Secretary shall ap-  
4 prove an expenditure plan submitted under sub-  
5 paragraph (A) if the Secretary determines that  
6 the plan—

7 (i) is reasonable; and

8 (ii) is consistent with, and will be used  
9 for, the purposes of this Act.

10 (E) 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 SECTION.—Nothing in this section  
17 gives the Navajo Nation the right to judicial review of a  
18 determination of the Secretary relating to whether to ap-  
19 prove a Tribal management plan under paragraph (1) of  
20 subsection (f) or an expenditure plan under paragraph (2)  
21 of that subsection except under subchapter II of chapter  
22 5, and chapter 7, of title 5, United States Code (commonly  
23 known as the “Administrative Procedure Act”).

24 (h) USES.—

1           (1) NAVAJO NATION WATER RIGHTS SETTLE-  
2           MENT ACCOUNT.—The Navajo Nation Water Rights  
3           Settlement Account may only be used for the fol-  
4           lowing purposes:

5                   (A) Acquiring water rights or water sup-  
6                   ply.

7                   (B) Planning, permitting, designing, engi-  
8                   neering, constructing, reconstructing, replacing,  
9                   rehabilitating, operating, or repairing water  
10                  production, treatment, or delivery infrastruc-  
11                  ture, including for domestic and municipal use,  
12                  on-farm improvements, or wastewater infra-  
13                  structure.

14                  (C) Navajo Nation's Water Rights man-  
15                  agement and administration.

16                  (D) Watershed protection and enhance-  
17                  ment, support of agriculture, water-related Nav-  
18                  ajo community welfare and economic develop-  
19                  ment, and costs relating to implementation of  
20                  the Agreement.

21                  (E) Environmental compliance in the de-  
22                  velopment and construction of infrastructure  
23                  under this Act.

24           (2) NAVAJO NATION OPERATIONS AND MAINTEN-  
25           NANCE ACCOUNT.—The Navajo Nation Water Infra-

1 structure Operations and Maintenance Account may  
2 only be used to pay costs for operation, mainte-  
3 nance, and replacement of water infrastructure to  
4 serve Navajo domestic, commercial, municipal, and  
5 industrial water uses from any water source.

6 (i) LIABILITY.—The Secretary and the Secretary of  
7 the Treasury shall not be liable for the expenditure or in-  
8 vestment of any amounts withdrawn from the Navajo  
9 Trust Fund by the Nation under paragraph (1) or (2) of  
10 subsection (f).

11 (j) EXPENDITURE REPORTS.—The Navajo Nation  
12 shall annually submit to the Secretary an expenditure re-  
13 port describing accomplishments and amounts spent from  
14 use of withdrawals under a Tribal management plan or  
15 an expenditure plan under paragraph (1) or (2) of sub-  
16 section (f), as applicable.

17 (k) NO PER CAPITA DISTRIBUTIONS.—No portion of  
18 the Navajo Trust Fund shall be distributed on a per capita  
19 basis to any member of Navajo Nation.

20 (l) TITLE TO INFRASTRUCTURE.—Title to, control  
21 over, and operation of any project constructed using funds  
22 from the Navajo Trust Fund shall remain in the Navajo  
23 Nation.

24 (m) OPERATION, MAINTENANCE, AND REPLACE-  
25 MENT.—All operation, maintenance, and replacement



1 costs of any project constructed using funds from the Nav-  
2 ajo Trust Fund shall be the responsibility of the Nation.

3 **SEC. 7. FUNDING.**

4 (a) MANDATORY APPROPRIATIONS.—Out of any  
5 money in the Treasury not otherwise appropriated, the  
6 Secretary of the Treasury shall transfer to the Secretary  
7 the following amounts for deposit in the following ac-  
8 counts:

9 (1) THE NAVAJO NATION WATER RIGHTS SET-  
10 TLEMENT ACCOUNT.—For deposit in the Navajo Na-  
11 tion Water Rights Settlement Account established  
12 under section 6(b)(1), \$200,271,000, to remain  
13 available until expended, withdrawn, or reverted to  
14 the general fund of the Treasury.

15 (2) THE NAVAJO NATION OPERATIONS AND  
16 MAINTENANCE ACCOUNT.—For deposit in the Nav-  
17 ajo Nation Operations and Maintenance Account es-  
18 tablished under section 6(b)(2), \$23,000,000, to re-  
19 main available until expended, withdrawn, or re-  
20 verted to the general fund of the Treasury.

21 (b) FLUCTUATION IN COSTS.—

22 (1) IN GENERAL.—The amounts appropriated  
23 under subsection (a) shall be increased or decreased,  
24 as appropriate, by such amounts as may be justified  
25 by reason of ordinary fluctuations in costs, as indi-

1 cated by the Bureau of Reclamation Construction  
2 Cost Index–Composite Trend.

3 (2) CONSTRUCTION COSTS ADJUSTMENT.—The  
4 amounts appropriated under subsection (a) shall be  
5 adjusted to address construction cost changes nec-  
6 essary to account for unforeseen market volatility  
7 that may not otherwise be captured by construction  
8 cost indices, as determined by the Secretary, includ-  
9 ing repricing applicable to the types of construction  
10 and current industry standards involved.

11 (3) REPETITION.—The adjustment process  
12 under this subsection shall be repeated for each sub-  
13 sequent amount appropriated until the applicable  
14 amount, as adjusted, has been appropriated.

15 (4) PERIOD OF INDEXING.—The period of in-  
16 dexing adjustment under this subsection for any in-  
17 crement of funding shall start on October 1, 2021,  
18 and end on the date on which funds are deposited  
19 in the Navajo Trust Fund.

20 (c) STATE COST-SHARE.—Pursuant to the Agree-  
21 ment, the State shall contribute—

22 (1) \$3,000,000, as adjusted for inflation pursu-  
23 ant to the Agreement, to the Bluewater Toltec Irri-  
24 gation District and Acequia Madre del Ojo del Gallo  
25 for purposes described in the Agreement; and

1           (2) if applicable, additional funding subject to  
2           the provisions of Article 17.12.4 of the Agreement.

3 **SEC. 8. ENFORCEABILITY DATE.**

4           The Enforceability Date shall be the date on which  
5           the Secretary publishes in the Federal Register a state-  
6           ment of findings that—

7           (1) to the extent that the Agreement conflicts  
8           with this Act, the Agreement has been amended to  
9           conform with this Act;

10          (2) the Agreement, as amended, has been exe-  
11          cuted by all parties to the Agreement, including the  
12          United States;

13          (3) all of the amounts appropriated under sec-  
14          tion 7(a) have been appropriated and deposited in  
15          the designated accounts of the Navajo Trust Fund;

16          (4) the State has—

17                (A) provided \$3,000,000 of funding under  
18                section 7(c)(1) into the appropriate funding ac-  
19                counts or entered into a funding agreement  
20                with the intended beneficiaries for that funding;  
21                and

22                (B) enacted legislation to amend State law  
23                to provide that a Navajo Nation Water Right  
24                may be leased for a term not to exceed 99  
25                years, including renewals;

1           (5) the Decree Court has approved the Agree-  
2           ment and has entered the Navajo Partial Final  
3           Judgment and Decree; and

4           (6) the waivers and releases under section 9  
5           have been executed by the Navajo Nation and the  
6           Secretary.

7   **SEC. 9. WAIVERS AND RELEASES OF CLAIMS.**

8           (a) WAIVERS AND RELEASES OF CLAIMS BY THE  
9   NAVAJO NATION AND UNITED STATES AS TRUSTEE FOR  
10 THE NATION.—Subject to the reservation of rights and  
11 retention of claims under subsection (d), as consideration  
12 for recognition of the Navajo Nation’s Water Rights and  
13 other benefits described in the Agreement and this Act,  
14 the Navajo Nation, on behalf of the Nation and members  
15 of the Nation (other than members in their capacity as  
16 Allottees), and the United States, acting as trustee for the  
17 Nation and members of the Nation (other than members  
18 in their capacity as Allottees), shall execute a waiver and  
19 release of all claims for—

20           (1) water rights within the Rio San José  
21           Stream System that the Navajo Nation or the  
22           United States acting as trustee for the Nation, as-  
23           serted or could have asserted in any proceeding, in-  
24           cluding the Adjudication, on or before the Enforce-

1 ability Date, except to the extent that such rights  
2 are recognized in the Agreement and this Act; and

3 (2) damages, losses, or injuries to water rights  
4 or claims of interference with, diversion of, or taking  
5 of water rights (including claims for injury to land  
6 resulting from such damages, losses, injuries, inter-  
7 ference with, diversion, or taking of water rights) in  
8 the waters in the Rio San José Stream System  
9 against any party to the Agreement, including the  
10 members and parciantes of Signatory Acequias, that  
11 accrued at any time up to and including the En-  
12 forceability Date.

13 (b) WAIVERS AND RELEASES OF CLAIMS BY NAVAJO  
14 NATION AGAINST UNITED STATES.—Subject to the res-  
15 ervation of rights and retention of claims under subsection  
16 (d), the Navajo Nation, on behalf of the Nation (including  
17 in its capacity as an Allottee) and members of the Nation  
18 (other than members in their capacity as Allottees) shall  
19 execute a waiver and release of all claims against the  
20 United States (including any agency or employee of the  
21 United States) first arising before the Enforceability Date  
22 relating to—

23 (1) water rights within the Rio San José  
24 Stream System that the United States, acting as  
25 trustee for the Navajo Nation, asserted or could

1 have asserted in any proceeding, including the Adju-  
2 dication, except to the extent that such rights are  
3 recognized as part of the Navajo Nation's Water  
4 Rights under this Act;

5 (2) foregone benefits from non-Navajo use of  
6 water, on and off Navajo Lands, including water  
7 from all sources and for all uses, within the Rio San  
8 José Stream System;

9 (3) damage, loss, or injury to water, water  
10 rights, land, or natural resources due to loss of  
11 water or water rights, including damages, losses, or  
12 injuries to hunting, fishing, gathering, or cultural  
13 rights due to loss of water or water rights, claims  
14 relating to interference with, diversion of, or taking  
15 of water, or claims relating to a failure to protect,  
16 acquire, replace, or develop water, water rights, or  
17 water infrastructure, within the Rio San José  
18 Stream System;

19 (4) a failure to provide for operation, mainte-  
20 nance, or deferred maintenance for any irrigation  
21 system or irrigation project within the Rio San José  
22 Stream System;

23 (5) a failure to establish or provide a municipal,  
24 rural, or industrial water delivery system on Navajo  
25 Lands within the Rio San José Stream System;

1           (6) damage, loss, or injury to water, water  
2           rights, land, or natural resources due to construc-  
3           tion, operation, and management of irrigation  
4           projects on Navajo Lands, including damages,  
5           losses, or injuries to fish habitat, wildlife, and wild-  
6           life habitat, within the Rio San José Stream System;

7           (7) a failure to provide a dam safety improve-  
8           ment to a dam on Navajo Lands within the Rio San  
9           José Stream System;

10          (8) the litigation of claims relating to any water  
11          right of the Nation within the Rio San José Stream  
12          System; and

13          (9) the negotiation, execution, or adoption of  
14          the Agreement, including attachments, and this Act.

15          (c) EFFECTIVE DATE.—The waivers and releases de-  
16          scribed in subsections (a) and (b) shall take effect on the  
17          Enforceability Date.

18          (d) RESERVATION OF RIGHTS AND RETENTION OF  
19          CLAIMS.—Notwithstanding the waivers and releases under  
20          subsections (a) and (b), the Navajo Nation and the United  
21          States, acting as trustee for the Nation, shall retain all  
22          claims relating to—

23                 (1) the enforcement of, or claims accruing after  
24                 the Enforceability Date relating to water rights rec-  
25                 ognized under the Agreement, this Act, or the Nav-

1 ajo Partial Final Judgment and Decree entered in  
2 the Adjudication;

3 (2) activities affecting the quality of water and  
4 the environment, including claims under—

5 (A) the Comprehensive Environmental Re-  
6 sponse, Compensation, and Liability Act of  
7 1980 (42 U.S.C. 9601 et seq.), including claims  
8 for damages to natural resources;

9 (B) the Safe Drinking Water Act (42  
10 U.S.C. 300f et seq.);

11 (C) the Federal Water Pollution Control  
12 Act (33 U.S.C. 1251 et seq.) (commonly re-  
13 ferred to as the “Clean Water Act”); and

14 (D) any regulations implementing the Acts  
15 described in subparagraphs (A) through (C);

16 (3) the right to use and protect water rights ac-  
17 quired after the date of enactment of this Act;

18 (4) damage, loss, or injury to land or natural  
19 resources that is not due to loss of water or water  
20 rights, including hunting, fishing, gathering, or cul-  
21 tural rights;

22 (5) all claims for water rights, and claims for  
23 injury to water rights, in basins other than the Rio  
24 San José Stream System, subject to the Agreement



1 with respect to the claims of the Navajo Nation for  
2 water rights in the Rio Puerco Basin; and

3 (6) all rights, remedies, privileges, immunities,  
4 powers, and claims not specifically waived and re-  
5 leased pursuant to this Act or the Agreement.

6 (e) EFFECT OF AGREEMENT AND ACT.—Nothing in  
7 the Agreement or this Act—

8 (1) reduces or extends the sovereignty (includ-  
9 ing civil and criminal jurisdiction) of any govern-  
10 ment entity, except as provided in section 11;

11 (2) affects the ability of the United States, as  
12 sovereign, to carry out any activity authorized by  
13 law, including—

14 (A) the Comprehensive Environmental Re-  
15 sponse, Compensation, and Liability Act of  
16 1980 (42 U.S.C. 9601 et seq.);

17 (B) the Safe Drinking Water Act (42  
18 U.S.C. 300f et seq.);

19 (C) the Federal Water Pollution Control  
20 Act (33 U.S.C. 1251 et seq.) (commonly re-  
21 ferred to as the “Clean Water Act”);

22 (D) the Solid Waste Disposal Act (42  
23 U.S.C. 6901 et seq.); and

24 (E) any regulations implementing the Acts  
25 described in subparagraphs (A) through (D);

1           (3) affects the ability of the United States to  
2           act as trustee for the Navajo Nation (consistent with  
3           this Act), any other Indian Tribe, or an Allottee of  
4           any other Indian Tribe;

5           (4) confers jurisdiction on any State court—

6                 (A) to interpret Federal law relating to  
7                 health, safety, or the environment;

8                 (B) to determine the duties of the United  
9                 States or any other party under Federal law re-  
10                garding health, safety, or the environment; or

11                (C) to conduct judicial review of any Fed-  
12                eral agency action; or

13           (5) waives any claim of a member of the Navajo  
14           Nation in an individual capacity that does not derive  
15           from a right of the Navajo Nation.

16           (f) OFFSET RELATING TO RIO PUERCO.—The  
17           United States shall be entitled to offset \$20,000,000  
18           against—

19                (1) any judgment against the United States for  
20                claims relating to water rights in the Rio Puerco  
21                Basin, including breach of trust and damage claims  
22                relating to water rights in the Rio Puerco Basin, in  
23                a case brought by the Nation or any user of the  
24                Navajo Nation's Water Rights; or

1           (2) a Federal contribution to any future settle-  
2           ment of water rights of the Navajo Nation in the  
3           Rio Puerco Basin.

4           (g) TOLLING OF CLAIMS.—

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

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

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

18          (h) EXPIRATION.—

19          (1) IN GENERAL.—This Act shall expire in any  
20          case in which the Secretary fails to publish a state-  
21          ment of findings under section 8 by not later than—

22                  (A) July 1, 2030; or

23                  (B) such alternative later date as is agreed  
24                  to by the Navajo Nation and the Secretary,  
25                  after providing reasonable notice to the State.

1           (2) CONSEQUENCES.—If this Act expires under  
2 paragraph (1)—

3           (A) the waivers and releases under sub-  
4 sections (a) and (b) shall—

5                   (i) expire; and

6                   (ii) have no further force or effect;

7           (B) the authorization, ratification, con-  
8 firmation, and execution of the Agreement  
9 under section 4 shall no longer be effective;

10           (C) any action carried out by the Sec-  
11 retary, and any contract or agreement entered  
12 into, pursuant to this Act shall be void;

13           (D) any unexpended Federal funds appro-  
14 priated or made available to carry out the ac-  
15 tivities authorized by this Act, together with  
16 any interest earned on those funds, and any  
17 water rights or contracts to use water and title  
18 to other property acquired or constructed with  
19 Federal funds appropriated or made available  
20 to carry out the activities authorized by this  
21 Act, shall be returned to the Federal Govern-  
22 ment, unless otherwise agreed to by Navajo Na-  
23 tion and the United States and approved by  
24 Congress; and

1           (E) except for Federal funds used to ac-  
2           quire or construct property that is returned to  
3           the Federal Government under subparagraph  
4           (D), the United States shall be entitled to offset  
5           any Federal funds made available to carry out  
6           this Act that were expended or withdrawn, or  
7           any funds made available to carry out this Act  
8           from other Federal authorized sources, together  
9           with any interest accrued on those funds,  
10          against any claims against the United States—

11                   (i) relating to water rights in the  
12                   State asserted by—

13                           (I) the Nation or any user of the  
14                           Navajo Nation's Water Rights; or

15                           (II) any other matter covered by  
16                           subsection (b); or

17                           (ii) in any future settlement of water  
18                           rights of the Navajo Nation.

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

20           The benefits provided under this Act shall be in com-  
21           plete replacement of, complete substitution for, and full  
22           satisfaction of any claim of the Navajo Nation against the  
23           United States that are waived and released by the Nation  
24           pursuant to section 9(b).

1 **SEC. 11. CONSENT OF UNITED STATES TO JURISDICTION**  
2 **FOR JUDICIAL REVIEW OF A NAVAJO NATION**  
3 **WATER USE PERMIT DECISION.**

4 (a) CONSENT.—On the Enforceability Date, the con-  
5 sent of the United States is hereby given, with the consent  
6 of the Navajo Nation under Article 17.14.4 of the Agree-  
7 ment, to jurisdiction in the District Court for the Thir-  
8 teenth Judicial District of the State of New Mexico, and  
9 in the New Mexico Court of Appeals and the New Mexico  
10 Supreme Court on appeal therefrom in the same manner  
11 as provided under New Mexico law, over an action filed  
12 in such District Court by any party to a Navajo Nation  
13 Water Use Permit administrative proceeding under Article  
14 17.10.4 of the Agreement for the limited and sole purpose  
15 of judicial review of a Navajo Nation Water Use Permit  
16 decision under article 17.10.5 of the Agreement.

17 (b) LIMITATION.—The consent of the United States  
18 for review of a Navajo Nation Water Use Permit is limited  
19 to judicial review, based on the record developed through  
20 the administrative process of the Navajo Nation, under a  
21 standard of judicial review limited to determining whether  
22 the Navajo Nation decision on the application for the Nav-  
23 ajo Nation Water Use Permit—

24 (1) is supported by substantial evidence;

25 (2) is not arbitrary, capricious, or contrary to  
26 law;

1           (3) is not in accordance with the Agreement or  
2 the Navajo Partial Final Judgment and Decree; or

3           (4) shows that the Navajo Nation acted fraudu-  
4 lently or outside the scope of its authority.

5           (c) NAVAJO NATION WATER CODE AND INTERPRE-  
6 TATION.—

7           (1) IN GENERAL.—Navajo Nation Water Code  
8 or Navajo Water Law provisions that meet the re-  
9 quirements of Article 17.10 of the Agreement shall  
10 be given full faith and credit in any proceeding de-  
11 scribed in this section.

12           (2) PROVISIONS OF THE NAVAJO NATION  
13 WATER CODE.—To the extent that a State court  
14 conducting judicial review under this section must  
15 interpret provisions of Navajo Nation law that are  
16 not express provisions of the Navajo Nation Water  
17 Code or Navajo Nation water law, the State court  
18 shall certify the question of interpretation to the  
19 Navajo Nation court.

20           (3) NO CERTIFICATION.—Any issues of inter-  
21 pretation of standards in article 17.10.6 of the  
22 Agreement are not subject to certification.

23           (4) LIMITATION.—Nothing in this section limits  
24 the jurisdiction of the Decree Court to interpret and  
25 enforce the Agreement.

1 **SEC. 12. MISCELLANEOUS PROVISIONS.**

2 (a) NO WAIVER OF SOVEREIGN IMMUNITY BY THE  
3 UNITED STATES.—Nothing in this Act waives the sov-  
4 ereign immunity of the United States.

5 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—  
6 Nothing in this Act quantifies or diminishes any land or  
7 water right, or any claim or entitlement to land or water,  
8 of an Indian Tribe, band, Pueblo, or community other  
9 than the Navajo Nation.

10 (c) EFFECT ON CURRENT LAW.—Nothing in this Act  
11 affects any provision of law (including regulations) in ef-  
12 fect on the day before the date of enactment of this Act  
13 with respect to pre-enforcement review of any Federal en-  
14 vironmental enforcement action.

15 (d) CONFLICT.—In the event of a conflict between  
16 the Agreement and this Act, this Act shall control.

17 **SEC. 13. RELATION TO ALLOTTEES.**

18 (a) NO EFFECT ON CLAIMS OF ALLOTTEES.—Noth-  
19 ing in this Act or the Agreement shall affect the rights  
20 or claims of Allottees, or the United States, acting in its  
21 capacity as trustee for or on behalf of Allottees, for water  
22 rights or damages relating to land allotted by the United  
23 States to Allottees.

24 (b) RELATIONSHIP OF DECREE TO ALLOTTEES.—

25 (1) SEPARATE ADJUDICATION.—Notwith-  
26 standing whether an Allotment is patented pursuant



1 to section 1 of the Act of February 8, 1887 (com-  
2 monly known as the “Indian General Allotment  
3 Act”) (24 Stat. 388, chapter 119; 25 U.S.C. 331)  
4 (as in effect on the day before the date of enactment  
5 of the Indian Land Consolidation Act Amendments  
6 of 2000 (Public Law 106–462; 114 Stat. 1991)) or  
7 section 4 of that Act (24 Stat. 389, chapter 119; 25  
8 U.S.C. 334), as determined by the Secretary, when  
9 adjudicated—

10 (A) water rights for Allotments shall be  
11 separate from the Navajo Nation’s Water  
12 Rights; and

13 (B) no water rights for Allotments shall be  
14 included in the Navajo Partial Final Judgment  
15 and Decree.

16 (2) ALLOTMENT WATER RIGHTS.—The Allot-  
17 ment water rights adjudicated separately pursuant  
18 to paragraph (1) shall not be subject to the restric-  
19 tions or conditions that apply to the use of the Nav-  
20 ajo Nation’s Water Rights, subject to the condition  
21 that if an Allotment governed by the Act of Feb-  
22 ruary 8, 1887 (commonly known as the “Indian  
23 General Allotment Act”) (24 Stat. 388, chapter  
24 119) becomes Navajo Nation Lands, the water  
25 rights associated with that Allotment shall be sub-

1       ject to the restrictions and conditions on the Navajo  
 2       Nation’s Water Rights set forth in this Act and the  
 3       Agreement.

4               (3) ALLOTTEE WATER RIGHTS TO BE ADJU-  
 5       DICATED.—Allottees, or the United States, acting in  
 6       its capacity as trustee for Allottees, may make water  
 7       rights claims, and those claims may be adjudicated  
 8       in the Rio San José Stream System or the Rio  
 9       Puerco Basin.

10 **SEC. 14. EXPANSION OF NAVAJO-GALLUP WATER SUPPLY**  
 11 **PROJECT SERVICE AREA.**

12       (a) DEFINITION OF PROJECT.—In this section, the  
 13 term “Project” means the Navajo-Gallup Water Supply  
 14 Project authorized under section 10602 of the North-  
 15 western New Mexico Rural Water Projects Act (Public  
 16 Law 111–11; 123 Stat. 1379).

17       (b) EXPANSION OF PROJECT SERVICE AREA AU-  
 18 THORIZED.—The Nation may expand the service area for  
 19 the Project in order to deliver water supply from the  
 20 Project to communities of the Nation within the Rio San  
 21 José Basin in the State.

22       (c) APPROVAL OF FINAL DESIGN FOR EXPANSION.—  
 23 If water will be supplied from facilities of the Project to  
 24 the Rio San José Basin at a time when the Bureau of

1 Reclamation still holds title to those facilities, the Navajo  
2 Nation shall—

3           (1) obtain approval, in writing, from the Com-  
4           missioner of Reclamation for the final design of the  
5           connection and related facilities needed to connect  
6           the extension into the Rio San José area from those  
7           facilities; and

8           (2) coordinate construction of the connection  
9           and related facilities with the Commissioner of Rec-  
10          lamation.

11 **SEC. 15. 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.

○