

AMENDMENTS SUBMITTED AND PROPOSED

SA 1591. Mr. PAUL submitted an amendment intended to be proposed by him to the bill H.R. 35, to amend title 18, United States Code, to specify lynching as a deprivation of civil rights, and for other purposes; which was ordered to lie on the table.

SA 1592. Mr. MCCONNELL (for Mr. UDALL (for himself, Mr. MORAN, and Mr. ROMNEY)) proposed an amendment to the bill S. 886, to amend the Omnibus Public Land Management Act of 2009 to make the Reclamation Water Settlements Fund permanent.

TEXT OF AMENDMENTS

SA 1591. Mr. PAUL submitted an amendment intended to be proposed by him to the bill H.R. 35, to amend title 18, United States Code, to specify lynching as a deprivation of civil rights, and for other purposes; which was ordered to lie on the table; as follows:

(a) OFFENSE.—Chapter 13 of title 18, United States Code, is amended by adding at the end the following:

“§ 250. Lynching

“(a) IN GENERAL.—

“(1) OFFENSES INVOLVING ACTUAL OR PERCEIVED RACE, COLOR, RELIGION, OR NATIONAL ORIGIN.—Whoever, whether or not acting under color of law, willfully conspires with another person to cause serious bodily injury to any person or, through the use of fire, a firearm, a dangerous weapon, or an explosive or incendiary device, attempt to cause serious bodily injury to any person, because of the actual or perceived race, color, religion, or national origin of any person—

“(A) shall be imprisoned not more than 10 years, fined in accordance with this title, or both; and

“(B) shall be imprisoned for any term of years or for life, fined in accordance with this title, or both, if—

“(i) death results from the offense; or

“(ii) the offense includes kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill.

“(2) OFFENSES INVOLVING ACTUAL OR PERCEIVED RELIGION, NATIONAL ORIGIN, GENDER, SEXUAL ORIENTATION, GENDER IDENTITY, OR DISABILITY.—

“(A) IN GENERAL.—Whoever, whether or not acting under color of law, in any circumstance described in subparagraph (B) or paragraph (3), willfully conspires with another person to cause serious bodily injury to any person or, through the use of fire, a firearm, a dangerous weapon, or an explosive or incendiary device, attempt to cause serious bodily injury to any person, because of the actual or perceived religion, national origin, gender, sexual orientation, gender identity, or disability of any person—

“(i) shall be imprisoned not more than 10 years, fined in accordance with this title, or both; and

“(ii) shall be imprisoned for any term of years or for life, fined in accordance with this title, or both, if—

“(I) death results from the offense; or

“(II) the offense includes kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill.

“(B) CIRCUMSTANCES DESCRIBED.—For purposes of subparagraph (A), the circumstances described in this subparagraph are that—

“(i) the conduct described in subparagraph (A) occurs during the course of, or as the result of, the travel of the defendant or the victim—

“(I) across a State line or national border; or

“(II) using a channel, facility, or instrumentality of interstate or foreign commerce; “(i) the defendant uses a channel, facility, or instrumentality of interstate or foreign commerce in connection with the conduct described in subparagraph (A);

“(iii) in connection with the conduct described in subparagraph (A), the defendant employs a firearm, dangerous weapon, explosive or incendiary device, or other weapon that has traveled in interstate or foreign commerce; or

“(iv) the conduct described in subparagraph (A)—

“(I) interferes with commercial or other economic activity in which the victim is engaged at the time of the conduct; or

“(II) otherwise affects interstate or foreign commerce.

“(3) OFFENSES OCCURRING IN THE SPECIAL MARITIME OR TERRITORIAL JURISDICTION OF THE UNITED STATES.—Whoever, within the special maritime or territorial jurisdiction of the United States, engages in conduct described in paragraph (1) or in paragraph (2)(A) (without regard to whether that conduct occurred in a circumstance described in paragraph (2)(B)) shall be subject to the same penalties as prescribed in those paragraphs.

“(4) GUIDELINES.—All prosecutions conducted by the United States under this section shall be undertaken pursuant to guidelines issued by the Attorney General, or the designee of the Attorney General, to be included in the United States Attorneys’ Manual that shall establish neutral and objective criteria for determining whether a crime was committed because of the actual or perceived status of any person.

“(b) CERTIFICATION REQUIREMENT.—

“(1) IN GENERAL.—No prosecution of any offense described in this subsection may be undertaken by the United States, except under the certification in writing of the Attorney General, or a designee, that—

“(A) the State does not have jurisdiction;

“(B) the State has requested that the Federal Government assume jurisdiction;

“(C) the verdict or sentence obtained pursuant to State charges left demonstratively unvindicated the Federal interest in eradicating bias-motivated violence; or

“(D) a prosecution by the United States is in the public interest and necessary to secure substantial justice.

“(2) RULE OF CONSTRUCTION.—Nothing in this subsection shall be construed to limit the authority of Federal officers, or a Federal grand jury, to investigate possible violations of this section.

“(c) DEFINITIONS.—In this section—

“(1) the term ‘explosive or incendiary device’ has the meaning given such term in section 232 of this title;

“(2) the term ‘firearm’ has the meaning given such term in section 921(a) of this title;

“(3) the term ‘gender identity’ means actual or perceived gender-related characteristics;

“(4) the term ‘serious bodily injury’ has the meaning given such term in section 1365(h)(3) of this title; and

“(5) the term ‘State’ includes the District of Columbia, Puerto Rico, and any other territory or possession of the United States.

“(d) STATUTE OF LIMITATIONS.—

“(1) OFFENSES NOT RESULTING IN DEATH.—Except as provided in paragraph (2), no person shall be prosecuted, tried, or punished for any offense under this section unless the indictment for such offense is found, or the information for such offense is instituted, not later than 7 years after the date on which the offense was committed.

“(2) DEATH RESULTING OFFENSES.—An indictment or information alleging that an of-

fense under this section resulted in death may be found or instituted at any time without limitation.”.

(b) TABLE OF SECTIONS AMENDMENT.—The table of sections for chapter 13 of title 18, United States Code, is amended by inserting after the item relating to section 249 the following:

“250. Lynching.”.

SA 1592. Mr. MCCONNELL (for Mr. UDALL (for himself, Mr. MORAN, and Mr. ROMNEY)) proposed an amendment to the bill S. 886, to amend the Omnibus Public Land Management Act of 2009 to make the Reclamation Water Settlements Fund permanent; as follows:

Strike all after the enacting clause and insert the following:

SECTION 1. SHORT TITLE.

This Act may be cited as the “Indian Water Rights Settlement Extension Act”.

SEC. 2. TRIBAL WATER RIGHTS.

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

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

(2) by inserting before paragraph (2) (as so redesignated) the following:

“(1) 611(g) AGREEMENT.—The term ‘611(g) Agreement’ means the agreement dated July 2, 2019, to be executed by the United States, the State, the Pueblos, the County, and the City pursuant to section 611(g).”.

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

(c) CONSTRUCTION COSTS FOR PUEBLO WATER FACILITIES.—Section 611(f) of the Aamodt Litigation Settlement Act (Public Law 111–291; 124 Stat. 3138) is amended—

(1) in paragraph (1)—

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

(B) by striking subparagraph (B) and inserting the following:

“(B) EXCEPTION.—Of the amount described in subparagraph (A)—

“(i) the initial \$106,400,000 shall be increased or decreased, as appropriate, based on ordinary fluctuations in construction costs since October 1, 2006, as determined using applicable engineering cost indices; and

“(ii) any amounts made available in excess of the amount described in clause (i) shall be increased or decreased, as appropriate, based on ordinary fluctuations in construction costs since October 1, 2018, as determined using applicable engineering cost indices.”; and

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

(d) FUNDING FOR REGIONAL WATER SYSTEM.—Section 617(a)(1) of the Aamodt Litigation Settlement Act (Public Law 111–291; 124 Stat. 3147) is amended—

(1) in subparagraph (B)—

(A) by striking the period at the end and inserting “; and”; and

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

“(i) \$50,000,000”; and

(C) by adding at the end the following:

“(ii) subject to the availability of appropriations and in addition to the amounts

made available under clause (i), \$137,000,000, as adjusted under paragraph (4), for the period of fiscal years 2021 through 2028.”; and

(2) by adding at the end the following:

“(C) PROHIBITION.—Notwithstanding any other provision of law, any additional amounts made available under subparagraph (B)(ii) shall not be made available from the Reclamation Water Settlements Fund established by section 10501(a) of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407(a)).”

(e) ADJUSTMENT.—Section 617(a)(4) of the Aamodt Litigation Settlement Act (Public Law 111-291; 124 Stat. 3147) is amended—

(1) by striking “The amounts” and inserting the following:

“(A) IN GENERAL.—The amounts”;

(2) in subparagraph (A) (as so designated), by striking “since October 1, 2006, as determined using applicable engineering cost indices” and inserting “pursuant to section 611(f)(1)(B)”;

(3) by inserting at the end the following:

“(B) PROHIBITION.—Notwithstanding any other provision of law, any additional amounts made available as a result of this paragraph, as compared to this paragraph as in effect on the day before the date of enactment of this subparagraph, shall—

“(i) be subject to the availability of appropriations; and

“(ii) not be made available from the Reclamation Water Settlements Fund established by section 10501(a) of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407(a)).”

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

“(a) APPROVAL.—To the extent the Settlement Agreement, the Cost-Sharing and System Integration Agreement, and the 611(g) Agreement do not conflict with this title, the Settlement Agreement, the Cost-Sharing and System Integration Agreement, and the 611(g) Agreement (including any amendments to the Settlement Agreement, the Cost-Sharing and System Integration Agreement, and the 611(g) Agreement that are executed to make the Settlement Agreement, the Cost-Sharing and System Integration Agreement, or the 611(g) Agreement consistent with this title) are authorized, ratified, and confirmed.

“(b) EXECUTION.—To the extent the Settlement Agreement, the Cost-Sharing and System Integration Agreement, and the 611(g) Agreement do not conflict with this title, the Secretary shall execute the Settlement Agreement, the Cost-Sharing and System Integration Agreement, and the 611(g) Agreement (including any amendments that are necessary to make the Settlement Agreement, the Cost-Sharing and System Integration Agreement, or the 611(g) Agreement consistent with this title).”

(g) REQUIREMENTS FOR DETERMINATION OF SUBSTANTIAL COMPLETION OF THE REGIONAL WATER SYSTEM.—Section 623(e) of the Aamodt Litigation Settlement Act (Public Law 111-291; 124 Stat. 3151) is amended—

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

“(1) CRITERIA FOR SUBSTANTIAL COMPLETION OF REGIONAL WATER SYSTEM.—Subject to the provisions of section 611(d) concerning the extent, size, and capacity of the County Distribution System, the Regional Water System shall be determined to be substantially completed if—

“(A) the infrastructure has been constructed capable of—

“(i) diverting, treating, transmitting, and distributing a supply of 2,500 acre-feet of

water to the Pueblos consistent with the Engineering Report (as amended by the 611(g) Agreement and the Operating Agreement); and

“(ii) diverting, treating, and transmitting the quantity of water specified in the Engineering Report to the County Distribution System and consistent with the Engineering Report (as amended by the 611(g) Agreement and the Operating Agreement); or

“(B) the Secretary—

“(i) issues a notice to proceed authorizing the commencement of Phase I construction of the Regional Water System by December 31, 2019, and subsequently commences construction of the Regional Water System;

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

“(iii) expends all of the available funding provided to construct the Regional Water System under section 611(f)(1)(A), in the Cost-Sharing and System Integration Agreement, and in the 611(g) Agreement;

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

“(v) despite diligent efforts cannot complete construction of the Regional Water System as described in the final Engineering Report (as amended by the 611(g) Agreement), due solely to the lack of additional authorized funding.”;

(2) in paragraph (2)—

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

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

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

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

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

SEC. 3. KICKAPOO TRIBE.

(a) DEFINITION OF UPPER DELAWARE AND TRIBUTARIES WATERSHED PLAN.—In this section, the term “Upper Delaware and Tributaries Watershed Plan” means the plan described in the document entitled “Watershed Plan and Environmental Impact Statement Upper Delaware and Tributaries Watershed Atchison, Brown, Jackson, and Nemaha Counties, Kansas”, dated January 1994, and supplemented in June 1994—

(1) developed, pursuant to the Watershed Protection and Flood Prevention Act (16 U.S.C. 1001 et seq.)—

(A) by the Kickapoo Tribe, certain watershed and conservation districts in the State of Kansas, and the Department of Wildlife and Parks of the State of Kansas; and

(B) with the cooperation and technical assistance of the Natural Resources Conservation Service; and

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

(b) STUDY; RECOMMENDATIONS.—To support the purposes of achieving a fair, equitable, and final settlement of claims to water rights for the Kickapoo Tribe in the State of Kansas, the Secretary of Agriculture (acting through the Chief of the Natural Resources Conservation Service), in consultation with the Secretary of the Interior (acting through the Director of the Secretary’s Indian Water Rights Office), shall—

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

(2) not later than 2 years after the date of enactment of this Act, make recommendations to Congress with respect to the material alterations or changes to the Upper

Delaware and Tributaries Watershed Plan that are necessary to effectuate, in part, the Tribal water rights agreed to by the Kickapoo Tribe and the State of Kansas on September 9, 2016, in the Kickapoo Tribe Water Rights Settlement Agreement, which otherwise remains subject to approval and authorization by Congress.

SEC. 4. NAVAJO-UTAH WATER RIGHTS SETTLEMENT.

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

(1) to achieve a fair, equitable, and final settlement of all claims to water rights in the State of Utah for—

(A) the Navajo Nation; and

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

(2) to authorize, ratify, and confirm the agreement entered into by the Nation and the State, to the extent that the agreement is consistent with this section;

(3) to authorize and direct the Secretary—

(A) to execute the agreement; and

(B) to take any actions necessary to carry out the agreement in accordance with this section; and

(4) to authorize funds necessary for the implementation of the agreement and this section.

(b) DEFINITIONS.—In this section:

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

(A) the document entitled “Navajo Utah Water Rights Settlement Agreement” dated December 14, 2015, and the exhibits attached thereto; and

(B) any amendment or exhibit to the document or exhibits referenced in subparagraph (A) to make the document or exhibits consistent with this section.

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

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

(i) located within the exterior boundaries of the Reservation; or

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

(B) held in trust by the United States—

(i) for the benefit of an individual, individuals, or an Indian Tribe other than the Navajo Nation; or

(ii) in part for the benefit of the Navajo Nation as of the enforceability date.

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

(4) ENFORCEABILITY DATE.—The term “enforceability date” means the date on which the Secretary publishes in the Federal Register the statement of findings described in subsection (g)(1).

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

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

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

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

politic and federally recognized Indian nation, as published on the list established under section 104(a) of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131(a)), also known variously as the "Navajo Nation", the "Navajo Nation of Arizona, New Mexico, & Utah", and the "Navajo Nation of Indians" and other similar names, and includes all bands of Navajo Indians and chapters of the Navajo Nation and all divisions, agencies, officers, and agents thereof.

(9) NAVAJO WATER DEVELOPMENT PROJECTS.—The term "Navajo water development projects" means projects for domestic municipal water supply, including distribution infrastructure, and agricultural water conservation, to be constructed, in whole or in part, using monies from the Navajo Water Development Projects Account.

(10) NAVAJO WATER RIGHTS.—The term "Navajo water rights" means the Nation's water rights in Utah described in the agreement and this section.

(11) OM&R.—The term "OM&R" means operation, maintenance, and replacement.

(12) PARTIES.—The term "parties" means the Navajo Nation, the State, and the United States.

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

(14) SECRETARY.—The term "Secretary" means the Secretary of the Interior or a duly authorized representative thereof.

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

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

(17) UNITED STATES ACTING IN ITS TRUST CAPACITY.—The term "United States acting in its trust capacity" means the United States acting for the benefit of the Navajo Nation or for the benefit of allottees.

(C) RATIFICATION OF AGREEMENT.—

(1) APPROVAL BY CONGRESS.—Except to the extent that any provision of the agreement conflicts with this section, Congress approves, ratifies, and confirms the agreement (including any amendments to the agreement that are executed to make the agreement consistent with this section).

(2) EXECUTION BY SECRETARY.—The Secretary is authorized and directed to promptly execute the agreement to the extent that the agreement does not conflict with this section, including—

(A) any exhibits to the agreement requiring the signature of the Secretary; and

(B) any amendments to the agreement necessary to make the agreement consistent with this section.

(3) ENVIRONMENTAL COMPLIANCE.—

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

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

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

(iii) all other applicable environmental laws and regulations.

(B) EXECUTION OF THE AGREEMENT.—Execution of the agreement by the Secretary as provided for in this section shall not constitute a major Federal action under the Na-

tional Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(D) NAVAJO WATER RIGHTS.—

(1) CONFIRMATION OF NAVAJO WATER RIGHTS.—

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

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

(i) any water use existing on an allotment as of the date of enactment of this Act and as subsequently reflected in the hydrographic survey report referenced in subsection (f)(2);

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

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

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

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

(E) USE.—Any use of the Navajo water rights shall be subject to the terms and conditions of the agreement and this section.

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

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

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

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

(3) AUTHORITY OF THE NATION.—

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

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

(C) ALLOTTEE WATER RIGHTS.—The Nation shall not object in the general stream adjudication or other applicable forum to the quantification of reasonable domestic and stock water uses on an allotment, and shall administer any water use on the Reservation in accordance with applicable Federal law, including recognition of—

(i) any water use existing on an allotment as of the date of enactment of this Act and as subsequently reflected in the hydrographic survey report referenced in subsection (f)(2);

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

(iii) any allotment water rights decreed in the general stream adjudication or other appropriate forum.

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

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

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

(E) NAVAJO TRUST ACCOUNTS.—

(1) ESTABLISHMENT.—The Secretary shall establish a trust fund, to be known as the "Navajo Utah Settlement Trust Fund" (referred to in this section as the "Trust Fund"), to be managed, invested, and distributed by the Secretary and to remain available until expended, consisting of the amounts deposited in the Trust Fund under paragraph (3), together with any interest earned on those amounts, for the purpose of carrying out this section.

(2) ACCOUNTS.—The Secretary shall establish in the Trust Fund the following Accounts (referred to in this subsection as the "Trust Fund Accounts"):

(A) The Navajo Water Development Projects Account.

(B) The Navajo OM&R Account.

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

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

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

(4) MANAGEMENT AND INTEREST.—

(A) MANAGEMENT.—Upon receipt and deposit of the funds into the Trust Fund Accounts, the Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under—

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

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

(iii) this subsection.

(B) INVESTMENT EARNINGS.—In addition to the deposits under paragraph (3), any investment earnings, including interest, credited to amounts held in the Trust Fund are authorized to be appropriated to be used in accordance with the uses described in paragraph (8).

(5) AVAILABILITY OF AMOUNTS.—Amounts appropriated to, and deposited in, the Trust Fund, including any investment earnings, shall be made available to the Nation by the Secretary beginning on the enforceability date and subject to the uses and restrictions set forth in this subsection.

(6) WITHDRAWALS.—

(A) WITHDRAWALS UNDER THE AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.—The Nation may withdraw any portion of the funds in the Trust Fund on approval by the Secretary of a tribal management plan submitted by the Nation in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(i) REQUIREMENTS.—In addition to the requirements under the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.), the tribal management plan under this subparagraph shall require that the Nation shall spend all amounts withdrawn from the Trust Fund and any investment earnings accrued through the investments under the Tribal management plan in accordance with this section.

(ii) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce the Tribal management plan to ensure that amounts withdrawn by the Nation from the Trust Fund under this subparagraph are used in accordance with this section.

(B) **WITHDRAWALS UNDER EXPENDITURE PLAN.**—The Nation may submit to the Secretary a request to withdraw funds from the Trust Fund pursuant to an approved expenditure plan.

(i) **REQUIREMENTS.**—To be eligible to withdraw funds under an expenditure plan under this subparagraph, the Nation shall submit to the Secretary for approval an expenditure plan for any portion of the Trust Fund that the Nation elects to withdraw pursuant to this subparagraph, subject to the condition that the funds shall be used for the purposes described in this section.

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

(iii) **APPROVAL.**—On receipt of an expenditure plan under this subparagraph, the Secretary shall approve the plan, if the Secretary determines that the plan—

(I) is reasonable;

(II) is consistent with, and will be used for, the purposes of this section; and

(III) contains a schedule which describes that tasks will be completed within 18 months of receipt of withdrawn amounts.

(iv) **ENFORCEMENT.**—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce an expenditure plan to ensure that amounts disbursed under this subparagraph are used in accordance with this section.

(7) **EFFECT OF TITLE.**—Nothing in this section gives the Nation the right to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan or an expenditure plan except under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

(8) **USES.**—Amounts from the Trust Fund shall be used by the Nation for the following purposes:

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

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

(9) **LIABILITY.**—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Trust Fund by the Nation under paragraph (6).

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

(11) **EXPENDITURE REPORTS.**—The Navajo Nation shall submit to the Secretary annually an expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan as described in this section.

(f) **AUTHORIZATION OF APPROPRIATIONS.**—

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

(A) for deposit in the Navajo Water Development Projects Account of the Trust Fund established under subsection (e)(2)(A), \$198,300,000, which funds shall be retained until expended, withdrawn, or reverted to the general fund of the Treasury; and

(B) for deposit in the Navajo OM&R Account of the Trust Fund established under subsection (e)(2)(B), \$11,100,000, which funds

shall be retained until expended, withdrawn, or reverted to the general fund of the Treasury.

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

(3) **STATE COST SHARE.**—The State shall contribute \$8,000,000 payable to the Secretary for deposit into the Navajo Water Development Projects Account of the Trust Fund established under subsection (e)(2)(A) in installments in each of the 3 years following the execution of the agreement by the Secretary as provided for in subsection (c)(2).

(4) **FLUCTUATION IN COSTS.**—The amount authorized to be appropriated under paragraph (1) shall be increased or decreased, as appropriate, by such amounts as may be justified by reason of ordinary fluctuations in costs occurring after the date of enactment of this Act as indicated by the Bureau of Reclamation Construction Cost Index—Composite Trend.

(A) **REPETITION.**—The adjustment process under this paragraph shall be repeated for each subsequent amount appropriated until the amount authorized, as adjusted, has been appropriated.

(B) **PERIOD OF INDEXING.**—The period of indexing adjustment for any increment of funding shall end on the date on which funds are deposited into the Trust Fund.

(g) **CONDITIONS PRECEDENT.**—

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

(A) to the extent that the agreement conflicts with this section, the agreement has been revised to conform with this section;

(B) the agreement, so revised, including waivers and releases of claims set forth in subsection (h), has been executed by the parties, including the United States;

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

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

(E) the court has entered a final or interlocutory decree that—

(i) confirms the Navajo water rights consistent with the agreement and this section; and

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

(2) **EXPIRATION DATE.**—If all the conditions precedent described in paragraph (1) have not been fulfilled to allow the Secretary’s statement of findings to be published in the Federal Register by October 31, 2030—

(A) the agreement and this section, including waivers and releases of claims described in those documents, shall no longer be effective;

(B) any funds that have been appropriated pursuant to subsection (f) but not expended, including any investment earnings on funds that have been appropriated pursuant to such subsection, shall immediately revert to the general fund of the Treasury; and

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

(3) **EXTENSION.**—The expiration date set forth in paragraph (2) may be extended if the Navajo Nation, the State, and the United

States (acting through the Secretary) agree that an extension is reasonably necessary.

(h) **WAIVERS AND RELEASES.**—

(1) **IN GENERAL.**—

(A) **WAIVER AND RELEASE OF CLAIMS BY THE NATION AND THE UNITED STATES ACTING IN ITS CAPACITY AS TRUSTEE FOR THE NATION.**—Subject to the retention of rights set forth in paragraph (3), in return for confirmation of the Navajo water rights and other benefits set forth in the agreement and this section, the Nation, on behalf of itself and the members of the Nation (other than members in their capacity as allottees), and the United States, acting as trustee for the Nation and members of the Nation (other than members in their capacity as allottees), are authorized and directed to execute a waiver and release of—

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

(ii) all claims for damages, losses, or injuries to water rights or claims of interference with, diversion, or taking of water rights (including claims for injury to lands resulting from such damages, losses, injuries, interference with, diversion, or taking of water rights) within Utah against the State, or any person, entity, corporation, or municipality, that accrued at any time up to and including the enforceability date.

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

(A) all claims the Navajo Nation may have against the United States relating in any manner to claims for water rights in, or water of, Utah that the United States acting in its trust capacity for the Nation asserted, or could have asserted, in any proceeding, including the general stream adjudication;

(B) all claims the Navajo Nation may have against the United States relating in any manner to damages, losses, or injuries to water, water rights, land, or other resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights; claims relating to interference with, diversion, or taking of water; or claims relating to failure to protect, acquire, replace, or develop water or water rights) within Utah that first accrued at any time up to and including the enforceability date;

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

(D) all claims the Nation may have against the United States relating in any manner to the negotiation, execution, or adoption of the agreement or this section.

(3) **RESERVATION OF RIGHTS AND RETENTION OF CLAIMS BY THE NAVAJO NATION AND THE UNITED STATES.**—Notwithstanding the waivers and releases authorized in this section, the Navajo Nation, and the United States acting in its trust capacity for the Nation, retain—

(A) all claims for injuries to and the enforcement of the agreement and the final or interlocutory decree entered in the general stream adjudication, through such legal and equitable remedies as may be available in

the decree court or the Federal District Court for the District of Utah;

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

(C) all claims relating to activities affecting the quality of water, including any claims under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) (including claims for damages to natural resources), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the regulations implementing those Acts, and the common law;

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

(E) all claims, including environmental claims, under any laws (including regulations and common law) relating to human health, safety, or the environment; and

(F) all rights, remedies, privileges, immunities, and powers not specifically waived and released pursuant to the agreement and this section.

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

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

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

(C) confers jurisdiction on any State court to—

(i) interpret Federal law regarding health, safety, or the environment or determine the duties of the United States or other parties pursuant to such Federal law; and

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

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

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

(ii) the Boulder Canyon Project Adjustment Act (43 U.S.C. 618 et seq.);

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

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

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

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

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

(5) TOLLING OF CLAIMS.—

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

(B) EFFECT OF PARAGRAPH.—Nothing in this paragraph revives any claim or tolls any period of limitation or time-based equitable defense that expired before the date of enactment of this Act.

(C) LIMITATION.—Nothing in this subsection precludes the tolling of any period of limitations or any time-based equitable defense under any other applicable law.

(1) MISCELLANEOUS PROVISIONS.—

(1) PRECEDENT.—Nothing in this section establishes any standard for the quantification or litigation of Federal reserved water rights or any other Indian water claims of any other Indian Tribe in any other judicial or administrative proceeding.

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

(j) RELATION TO ALLOTTEES.—

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

(2) RELATIONSHIP OF DECREE TO ALLOTTEES.—Allottees, or the United States, acting in its capacity as trustee for allottees, are not bound by any decree entered in the general stream adjudication confirming the Navajo water rights and shall not be precluded from making claims to water rights in the general stream adjudication. Allottees, or the United States, acting in its capacity as trustee for allottees, may make claims and such claims may be adjudicated as individual water rights in the general stream adjudication.

(k) ANTIDEFICIENCY.—The United States shall not be liable for any failure to carry out any obligation or activity authorized by this section (including any obligation or activity under the agreement) if adequate appropriations are not provided expressly by Congress to carry out the purposes of this section.

SEC. 5. SHARING ARRANGEMENTS WITH FEDERAL AGENCIES.

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

(1) in subsection (a)(1), by inserting “urban Indian organizations,” before “and tribal organizations”; and

(2) in subsection (c)—

(A) by inserting “urban Indian organization,” before “or tribal organization”; and

(B) by inserting “an urban Indian organization,” before “or a tribal organization”.

SEC. 6. AMENDMENT TO THE INDIAN HEALTH CARE IMPROVEMENT ACT.

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

NOTICE OF INTENT TO OBJECT TO PROCEEDING

I, Senator CHUCK GRASSLEY, intend to object to proceeding to the nomination of Marshall Billingslea, of Virginia, to be Under Secretary of State for Arms Control and International Security dated June 4, 2020.

Mr. GRASSLEY. Mr. President, I intend to object to any unanimous consent request relating to the nomination of Marshall Billingslea, of Virginia, to be Under Secretary of State for Arms Control and International Security, vice Andrea L. Thompson, resigned (PN1732).

Following my bipartisan letter to the president on April 8, 2020, regarding the removal of the Intelligence Community Inspector General (IC IG), I sent a separate letter to the President regarding the removal of the Department of State Inspector General (State IG). My letter echoed the IC IG letter to the President and reminded him of his requirement under the Inspector General Reform Act to provide clear reasons for removal of inspectors general. I also raised concerns regarding the inherent conflicts of interest created by naming individuals holding political positions within the overseen agency as acting inspectors general. After a delay, the White House promised me a response to both the IC IG letter and my State IG letter that fulfilled the statutory requirement by providing substantive reasons for the removal. On the evening of May 26, 2020, I received a response from the White House, but it contained no explanation for the removal of the State IG and made no comment regarding the conflicts of interest issues that I raised.

Though the Constitution gives the president the authority to manage executive branch personnel, Congress has made it clear that should the president find reason to remove an inspector general, there ought to be a good reason for it. The White House's response failed to address this requirement, which Congress clearly stated in statute and accompanying reports. I don't dispute the President's authority under the Constitution, but without sufficient explanation, the American people will be left speculating whether political or self-interests are to blame. That's not good for the presidency or government accountability. This is only compounded when the acting IG maintains their presidentially appointed position within the overseen agency.

Further, the White House's response states that the President was acting in a manner that comported with the precedent that began under the Obama administration. The letter states that the President's letter mirrors the one sent by President Obama when he removed IG Walpin. What that letter fails to mention is that President Obama, at the demand of myself and other members of this Chamber, eventually did send several letters explaining in much greater detail the reasons for the removal of Mr. Walpin. They were inadequate responses that continually changed and eventually resulted in a bicameral investigation into the matter, but reasons were provided.

I have attached copies of these letters and the aforementioned report for the RECORD. I intend to maintain this hold until the notice requirement in the Inspector General Act of 1978, 5 U.S.C. app. 3(b) is met and the reasons for the IC IGs removal are provided.