

Calendar No. 274118TH CONGRESS
1ST SESSION**S. 595****[Report No. 118–131]**

To approve the settlement of water rights claims of the Pueblos of Acoma and Laguna in the Rio San José Stream System and the Pueblos of Jemez and Zia in the Rio Jemez Stream System in the State of New Mexico, and for other purposes.

IN THE SENATE OF THE UNITED STATES

MARCH 1, 2023

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

DECEMBER 12, 2023

Reported by Mr. SCHATZ, without amendment

A BILL

To approve the settlement of water rights claims of the Pueblos of Acoma and Laguna in the Rio San José Stream System and the Pueblos of Jemez and Zia in the Rio Jemez 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,*

1 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

2 (a) SHORT TITLE.—This Act may be cited as the
 3 “Rio San José and Rio Jemez Water Settlements Act of
 4 2023”.

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

Sec. 1. Short title; table of contents.

TITLE I—PUEBLOS OF ACOMA AND LAGUNA WATER RIGHTS
 SETTLEMENT

Sec. 101. Purposes.

Sec. 102. Definitions.

Sec. 103. Ratification of Agreement.

Sec. 104. Pueblo Water Rights.

Sec. 105. Settlement trust funds.

Sec. 106. Funding.

Sec. 107. Enforceability Date.

Sec. 108. Waivers and releases of claims.

Sec. 109. Satisfaction of claims.

Sec. 110. Consent of United States to jurisdiction for judicial review of a Pueblo
 Water Right permit decision.

Sec. 111. Miscellaneous provisions.

Sec. 112. Antideficiency.

TITLE II—PUEBLOS OF JEMEZ AND ZIA WATER RIGHTS
 SETTLEMENT

Sec. 201. Purposes.

Sec. 202. Definitions.

Sec. 203. Ratification of Agreement.

Sec. 204. Pueblo Water Rights.

Sec. 205. Settlement trust funds.

Sec. 206. Funding.

Sec. 207. Enforceability date.

Sec. 208. Waivers and releases of claims.

Sec. 209. Satisfaction of claims.

Sec. 210. Miscellaneous provisions.

Sec. 211. Antideficiency.

1 **TITLE I—PUEBLOS OF ACOMA**
2 **AND LAGUNA WATER RIGHTS**
3 **SETTLEMENT**

4 **SEC. 101. PURPOSES.**

5 The purposes of this title are—

6 (1) to achieve a fair, equitable, and final settle-
7 ment of all issues and controversies concerning
8 claims to water rights in the general stream adju-
9 dication of the Rio San José Stream System cap-
10 tioned “State of New Mexico, ex rel. State Engineer
11 v. Kerr-McGee, et al.”, No. D-1333-CV-1983-
12 00190 and No. D-1333-CV1983-00220 (consoli-
13 dated), pending in the Thirteenth Judicial District
14 Court for the State of New Mexico, for—

15 (A) the Pueblo of Acoma;

16 (B) the Pueblo of Laguna; and

17 (C) the United States, acting as trustee for
18 the Pueblos of Acoma and Laguna;

19 (2) to authorize, ratify, and confirm the agree-
20 ment entered into by the Pueblos, the State, and
21 various other parties to the Agreement, to the extent
22 that the Agreement is consistent with this title;

23 (3) to authorize and direct the Secretary—

24 (A) to execute the Agreement; and

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

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

6 **SEC. 102. DEFINITIONS.**

7 In this title:

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

16 (2) ADJUDICATION.—The term “Adjudication”
17 means the general adjudication of water rights enti-
18 tled “State of New Mexico, ex rel. State Engineer v.
19 Kerr-McGee, et al.”, No. D-1333-CV-1983-00190
20 and No. D-1333-CV1983-00220 (consolidated)
21 pending, as of the date of enactment of this Act, in
22 the Decree Court.

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

1 (A) the document entitled “Rio San José
2 Stream System Water Rights Local Settlement
3 Agreement Among the Pueblo of Acoma, the
4 Pueblo of Laguna, the Navajo Nation, the State
5 of New Mexico, the City of Grants, the Village
6 of Milan, the Association of Community Ditches
7 of the Rio San José and Nine Individual
8 Acequias and Community Ditches” and dated
9 May 13, 2022, and the attachments thereto;
10 and

11 (B) any amendment to the document re-
12 ferred to in subparagraph (A) (including an
13 amendment to an attachment thereto) that is
14 executed to ensure that the Agreement is con-
15 sistent with this title.

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

18 (A) located within—

19 (i) the Rio Puerco Basin;

20 (ii) the Rio San José Stream System;

21 or

22 (iii) the Rio Salado Basin; and

23 (B) held in trust by the United States for
24 the benefit of 1 or more individual Indians.

1 (5) ALLOTTEE.—The term “Allottee” means an
2 individual with a beneficial interest in an Allotment.

3 (6) DECREE COURT.—The term “Decree
4 Court” means the Thirteenth Judicial District Court
5 of the State of New Mexico.

6 (7) ENFORCEABILITY DATE.—The term “En-
7 forceability Date” means the date described in sec-
8 tion 107.

9 (8) PARTIAL FINAL JUDGMENT AND DECREE.—
10 The term “Partial Final Judgment and Decree”
11 means a final or interlocutory partial final judgment
12 and decree entered by the Decree Court with respect
13 to the water rights of the Pueblos—

14 (A) that is substantially in the form de-
15 scribed in article 14.7.2 of the Agreement, as
16 amended to ensure consistency with this title;
17 and

18 (B) from which no further appeal may be
19 taken.

20 (9) PUEBLO.—The term “Pueblo” means either
21 of—

22 (A) the Pueblo of Acoma; or

23 (B) the Pueblo of Laguna.

24 (10) PUEBLO LAND.—

1 (A) IN GENERAL.—The term “Pueblo
2 Land” means any real property—

3 (i) in the Rio San José Stream Sys-
4 tem that is held by the United States in
5 trust for either Pueblo, or owned by either
6 Pueblo, as of the Enforceability Date;

7 (ii) in the Rio Salado Basin that is
8 held by the United States in trust for the
9 Pueblo of Acoma, or owned by the Pueblo
10 of Acoma, as of the Enforceability Date; or

11 (iii) in the Rio Puerco Basin that is
12 held by the United States in trust for the
13 Pueblo of Laguna, or owned by the Pueblo
14 of Laguna, as of the Enforceability Date.

15 (B) INCLUSIONS.—The term “Pueblo
16 Land” includes land placed in trust with the
17 United States subsequent to the Enforceability
18 Date for either Pueblo in the Rio San José
19 Stream System, for the Pueblo of Acoma in the
20 Rio Salado Basin, or for the Pueblo of Laguna
21 in the Rio Puerco Basin.

22 (11) PUEBLO TRUST FUND.—The term “Pueblo
23 Trust Fund” means—

24 (A) the Pueblo of Acoma Settlement Trust
25 Fund established by section 105(a);

1 (B) the Pueblo of Laguna Settlement
2 Trust Fund established by that section; and

3 (C) the Acomita Reservoir Works Trust
4 Fund established by that section.

5 (12) PUEBLO WATER RIGHTS.—The term
6 “Pueblo Water Rights” means—

7 (A) the respective water rights of the
8 Pueblos in the Rio San José Stream System—

9 (i) as identified in the Agreement and
10 section 104; and

11 (ii) as confirmed in the Partial Final
12 Judgment and Decree;

13 (B) the water rights of the Pueblo of
14 Acoma in the Rio Salado Basin; and

15 (C) the water rights of the Pueblo of La-
16 guna in the Rio Puerco Basin, as identified in
17 the Agreement and section 104.

18 (13) PUEBLOS.—The term “Pueblos” means—

19 (A) the Pueblo of Acoma; and

20 (B) the Pueblo of Laguna.

21 (14) RIO PUERCO BASIN.—The term “Rio
22 Puerco Basin” means the area defined by the
23 United States Geological Survey Hydrologic Unit
24 Codes (HUC) 13020204 (Rio Puerco subbasin) and

1 13020205 (Arroyo Chico subbasin), including the
2 hydrologically connected groundwater.

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

8 (16) RIO SALADO BASIN.—The term “Rio Sa-
9 lado Basin” means the area defined by the United
10 States Geological Survey Hydrologic Unit Code
11 (HUC) 13020209 (Rio Salado subbasin), including
12 the hydrologically connected groundwater.

13 (17) SECRETARY.—The term “Secretary”
14 means the Secretary of the Interior.

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

18 (19) STATE.—The term “State” means the
19 State of New Mexico and all officers, agents, depart-
20 ments, and political subdivisions of the State of New
21 Mexico.

22 **SEC. 103. RATIFICATION OF AGREEMENT.**

23 (a) RATIFICATION.—

24 (1) IN GENERAL.—Except as modified by this
25 title and to the extent the Agreement does not con-

1 flict with this title, the Agreement is authorized,
2 ratified, and confirmed.

3 (2) AMENDMENTS.—If an amendment to the
4 Agreement or any attachment to the Agreement re-
5 quiring the signature of the Secretary is executed in
6 accordance with this title to make the Agreement
7 consistent with this title, the amendment is author-
8 ized, ratified, and confirmed.

9 (b) EXECUTION.—

10 (1) IN GENERAL.—To the extent the Agreement
11 does not conflict with this title, the Secretary shall
12 execute the Agreement, including all attachments to
13 or parts of the Agreement requiring the signature of
14 the Secretary.

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

24 (c) ENVIRONMENTAL COMPLIANCE.—

1 (1) IN GENERAL.—In implementing the Agree-
2 ment and this title, the Secretary shall comply
3 with—

4 (A) the Endangered Species Act of 1973
5 (16 U.S.C. 1531 et seq.);

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

9 (C) all other applicable Federal environ-
10 mental laws and regulations.

11 (2) COMPLIANCE.—

12 (A) IN GENERAL.—In implementing the
13 Agreement and this title, the Pueblos shall pre-
14 pare any necessary environmental documents
15 consistent with—

16 (i) the Endangered Species Act of
17 1973 (16 U.S.C. 1531 et seq.);

18 (ii) the National Environmental Policy
19 Act of 1969 (42 U.S.C. 4321 et seq.), in-
20 cluding the implementing regulations of
21 that Act; and

22 (iii) all other applicable Federal envi-
23 ronmental laws and regulations.

24 (B) AUTHORIZATIONS.—The Secretary
25 shall—

1 (i) independently evaluate the docu-
2 mentation required under subparagraph
3 (A); and

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

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

11 (4) COSTS.—Any costs associated with the per-
12 formance of the compliance activities under sub-
13 section (c) shall be paid from funds deposited in the
14 Pueblo Trust Funds, subject to the condition that
15 any costs associated with the performance of Federal
16 approval or other review of such compliance work or
17 costs associated with inherently Federal functions
18 shall remain the responsibility of the Secretary.

19 **SEC. 104. PUEBLO WATER RIGHTS.**

20 (a) TRUST STATUS OF THE PUEBLO WATER
21 RIGHTS.—The Pueblo Water Rights shall be held in trust
22 by the United States on behalf of the Pueblos in accord-
23 ance with the Agreement and this title.

24 (b) FORFEITURE AND ABANDONMENT.—

1 (1) IN GENERAL.—The Pueblo Water Rights
2 shall not be subject to loss through non-use, for-
3 feiture, abandonment, or other operation of law.

4 (2) STATE-LAW BASED WATER RIGHTS.—Pur-
5 suant to the Agreement, State-law based water
6 rights acquired by a Pueblo, or by the United States
7 on behalf of a Pueblo, after the date for inclusion in
8 the Partial Final Judgment and Decree, shall not be
9 subject to forfeiture, abandonment, or permanent
10 alienation from the time they are acquired.

11 (c) USE.—Any use of the Pueblo Water Rights shall
12 be subject to the terms and conditions of the Agreement
13 and this title.

14 (d) ALLOTMENT RIGHTS NOT INCLUDED.—The
15 Pueblo Water Rights shall not include any water uses or
16 water rights claims on an Allotment.

17 (e) AUTHORITY OF THE PUEBLOS.—

18 (1) IN GENERAL.—The Pueblos shall have the
19 authority to allocate, distribute, and lease the Pueblo
20 Water Rights for use on Pueblo Land in accordance
21 with the Agreement, this title, and applicable Fed-
22 eral law.

23 (2) USE OFF PUEBLO LAND.—The Pueblos may
24 allocate, distribute, and lease the Pueblo Water
25 Rights for use off Pueblo Land in accordance with

1 the Agreement, this title, and applicable Federal
2 law, subject to the approval of the Secretary.

3 (3) ALLOTTEE WATER RIGHTS.—The Pueblos
4 shall not object in any general stream adjudication,
5 including the Adjudication, or any other appropriate
6 forum, to the quantification of reasonable domestic,
7 stock, and irrigation water uses on an Allotment,
8 and shall administer any water use in accordance
9 with applicable Federal law, including recognition
10 of—

11 (A) any water use existing on an Allotment
12 as of the date of enactment of this Act;

13 (B) reasonable domestic, stock, and irriga-
14 tion water uses on an Allotment; and

15 (C) any Allotment water right decreed in a
16 general stream adjudication, including the Ad-
17 judication, or other appropriate forum, for an
18 Allotment.

19 (f) ADMINISTRATION.—

20 (1) NO ALIENATION.—The Pueblos shall not
21 permanently alienate any portion of the Pueblo
22 Water Rights.

23 (2) PURCHASES OR GRANTS OF LAND FROM IN-
24 DIANS.—An authorization provided by this title for
25 the allocation, distribution, leasing, or other ar-

1 rangement entered into pursuant to this title shall
2 be considered to satisfy any requirement for author-
3 ization of the action required by Federal law.

4 (3) PROHIBITION ON FORFEITURE.—The non-
5 use of all or any portion of the Pueblo Water Rights
6 by any water user shall not result in the forfeiture,
7 abandonment, relinquishment, or other loss of all or
8 any portion of the Pueblo Water Rights.

9 **SEC. 105. SETTLEMENT TRUST FUNDS.**

10 (a) ESTABLISHMENT.—The Secretary shall establish
11 2 trust funds, to be known as the “Pueblo of Acoma Set-
12 tlement Trust Fund” and the “Pueblo of Laguna Settle-
13 ment Trust Fund”, and a trust fund for the benefit of
14 both Pueblos to be known as the “Acomita Reservoir
15 Works Trust Fund”, to be managed, invested, and distrib-
16 uted by the Secretary and to remain available until ex-
17 pended, withdrawn, or reverted to the general fund of the
18 Treasury, consisting of the amounts deposited in the
19 Pueblo Trust Funds under subsection (c), together with
20 any investment earnings, including interest, earned on
21 those amounts, for the purpose of carrying out this title.

22 (b) ACCOUNTS.—

23 (1) PUEBLO OF ACOMA SETTLEMENT TRUST
24 FUND.—The Secretary shall establish in the Pueblo

1 of Acoma Settlement Trust Fund the following ac-
2 counts:

3 (A) The Water Rights Settlement Account.

4 (B) The Water Infrastructure Operations
5 and Maintenance Account.

6 (C) The Feasibility Studies Settlement Ac-
7 count.

8 (2) PUEBLO OF LAGUNA SETTLEMENT TRUST
9 FUND.—The Secretary shall establish in the Pueblo
10 of Laguna Settlement Trust Fund the following ac-
11 counts:

12 (A) The Water Rights Settlement Account.

13 (B) The Water Infrastructure Operations
14 and Maintenance Account.

15 (C) The Feasibility Studies Settlement Ac-
16 count.

17 (c) DEPOSITS.—The Secretary shall deposit in each
18 Pueblo Trust Fund the amounts made available pursuant
19 to section 106(a).

20 (d) MANAGEMENT AND INTEREST.—

21 (1) MANAGEMENT.—On receipt and deposit of
22 funds into the Pueblo Trust Funds under subsection
23 (c), the Secretary shall manage, invest, and dis-
24 tribute all amounts in the Pueblo Trust Funds in a

1 manner that is consistent with the investment au-
2 thority of the Secretary under—

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

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

8 (C) this subsection.

9 (2) INVESTMENT EARNINGS.—In addition to
10 the deposits made to each Pueblo Trust Fund under
11 subsection (c), any investment earnings, including
12 interest, earned on those amounts held in each
13 Pueblo Trust Fund are authorized to be used in ac-
14 cordance with subsections (f) and (h).

15 (e) AVAILABILITY OF AMOUNTS.—

16 (1) IN GENERAL.—Amounts appropriated to,
17 and deposited in, each Pueblo Trust Fund, including
18 any investment earnings (including interest) earned
19 on those amounts, shall be made available to the
20 Pueblo or Pueblos by the Secretary beginning on the
21 Enforceability Date, subject to the requirements of
22 this section, except for those funds to be made avail-
23 able to the Pueblos pursuant to paragraph (2).

24 (2) USE OF FUNDS.—Notwithstanding para-
25 graph (1)—

1 (A) amounts deposited in the Feasibility
2 Studies Settlement Account of each Pueblo
3 Trust Fund, including any investment earnings,
4 including interest, earned on those amounts
5 shall be available to the Pueblo on the date on
6 which the amounts are deposited for uses de-
7 scribed in subsection (h)(3), and in accordance
8 with the Agreement;

9 (B) amounts deposited in the Acomita Res-
10 ervoir Works Trust Fund, including any invest-
11 ment earnings, including interest, earned on
12 those amounts shall be available to the Pueblos
13 on the date on which the amounts are deposited
14 for uses described in subsection (h)(4), and in
15 accordance with the Agreement; and

16 (C) up to \$15,000,000 from the Water
17 Rights Settlement Account for each Pueblo
18 shall be available on the date on which the
19 amounts are deposited for installing, on Pueblo
20 Lands, groundwater wells to meet immediate
21 domestic, commercial, municipal and industrial
22 water needs, and associated environmental, cul-
23 tural, and historical compliance.

24 (f) WITHDRAWALS.—

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

4 (A) IN GENERAL.—Each Pueblo may with-
5 draw any portion of the amounts in its respec-
6 tive Settlement Trust Fund on approval by the
7 Secretary of a Tribal management plan sub-
8 mitted by each Pueblo in accordance with the
9 American Indian Trust Fund Management Re-
10 form Act of 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 appropriate Pueblo shall spend all amounts
17 withdrawn from each Pueblo Trust Fund, and
18 any investment earnings (including interest)
19 earned on those amounts through the invest-
20 ments under the Tribal management plan, in
21 accordance with this title.

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 each Pueblo from the Pueblo
3 Trust Funds under subparagraph (A) are used
4 in accordance with this title.

5 (2) WITHDRAWALS UNDER EXPENDITURE
6 PLAN.—

7 (A) IN GENERAL.—Each Pueblo may sub-
8 mit to the Secretary a request to withdraw
9 funds from the Pueblo Trust Fund of the Pueb-
10 lo pursuant to an approved expenditure plan.

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

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 Pueblo Trust Fund will be used by the Pueblo,

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 title.

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 title.

16 (3) WITHDRAWALS FROM ACOMITA RESERVOIR
17 WORKS TRUST FUND.—

18 (A) IN GENERAL.—A Pueblo may submit
19 to the Secretary a request to withdraw funds
20 from the Acomita Reservoir Works Trust Fund
21 pursuant to an approved joint expenditure plan.

22 (B) REQUIREMENTS.—

23 (i) IN GENERAL.—To be eligible to
24 withdraw amounts under a joint expendi-
25 ture plan under subparagraph (A), the

1 Pueblos shall submit to the Secretary a
2 joint expenditure plan for any portion of
3 the Acomita Reservoir Works Trust Fund
4 that the Pueblos elect to withdraw pursu-
5 ant to this subparagraph, subject to the
6 condition that the amounts shall be used
7 for the purposes described in subsection
8 (h)(4).

9 (ii) WRITTEN RESOLUTION.—Each re-
10 quest to withdraw amounts under a joint
11 expenditure plan submitted under clause
12 (i) shall be accompanied by a written reso-
13 lution from the Tribal councils of both
14 Pueblos approving the requested use and
15 disbursement of funds.

16 (C) INCLUSIONS.—A joint expenditure
17 plan under this paragraph shall include a de-
18 scription of the manner and purpose for which
19 the amounts proposed to be withdrawn from the
20 Acomita Reservoir Works Trust Fund will be
21 used by the Pueblo or Pueblos to whom the
22 funds will be disbursed, in accordance with sub-
23 section (h)(4).

24 (D) APPROVAL.—The Secretary shall ap-
25 prove a joint expenditure plan submitted under

1 subparagraph (A) if the Secretary determines
2 that the plan—

3 (i) is reasonable; and

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

6 (E) ENFORCEMENT.—The Secretary may
7 carry out such judicial and administrative ac-
8 tions as the Secretary determines to be nec-
9 essary to enforce a joint expenditure plan to en-
10 sure that amounts disbursed under this para-
11 graph are used in accordance with this title.

12 (g) EFFECT OF SECTION.—Nothing in this section
13 gives the Pueblos the right to judicial review of a deter-
14 mination of the Secretary relating to whether to approve
15 a Tribal management plan under paragraph (1) of sub-
16 section (f) or an expenditure plan under paragraph (2)
17 or (3) of that subsection, except under subchapter II of
18 chapter 5, of title 5, United States Code, and chapter 7
19 of title 5, United States Code (commonly known as the
20 “Administrative Procedure Act”).

21 (h) USES.—

22 (1) WATER RIGHTS SETTLEMENT ACCOUNT.—
23 The Water Rights Settlement Account for each
24 Pueblo may only be used for the following purposes:

1 (A) Acquiring water rights or water sup-
2 ply.

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

10 (C) Pueblo Water Rights management and
11 administration.

12 (D) Watershed protection and enhance-
13 ment, support of agriculture, water-related
14 Pueblo community welfare and economic devel-
15 opment, and costs relating to implementation of
16 the Agreement.

17 (E) Environmental compliance in the de-
18 velopment and construction of infrastructure
19 under this title.

20 (2) WATER INFRASTRUCTURE OPERATIONS AND
21 MAINTENANCE TRUST ACCOUNT.—The Water Infra-
22 structure Operations and Maintenance Account for
23 each Pueblo may only be used to pay costs for oper-
24 ation and maintenance of water infrastructure to

1 serve Pueblo domestic, commercial, municipal, and
2 industrial water uses from any water source.

3 (3) FEASIBILITY STUDIES SETTLEMENT AC-
4 COUNT.—The Feasibility Studies Settlement Ac-
5 count for each Pueblo may only be used to pay costs
6 for feasibility studies of water supply infrastructure
7 to serve Pueblo domestic, commercial, municipal,
8 and industrial water uses from any water source.

9 (4) ACOMITA RESERVOIR WORKS TRUST
10 FUND.—The Acomita Reservoir Works Trust Fund
11 may only be used for planning, permitting, design-
12 ing, engineering, constructing, reconstructing, re-
13 placing, rehabilitating, maintaining, or repairing
14 Acomita reservoir, its dam, inlet works, outlet works,
15 and the North Acomita Ditch from the Acomita Res-
16 ervoir outlet on the Pueblo of Acoma through its ter-
17 minus on the Pueblo of Laguna.

18 (i) LIABILITY.—The Secretary and the Secretary of
19 the Treasury shall not be liable for the expenditure or in-
20 vestment of any amounts withdrawn from the Pueblo
21 Trust Funds by a Pueblo under paragraph (1), (2), or
22 (3) of subsection (f).

23 (j) EXPENDITURE REPORTS.—Each Pueblo shall an-
24 nually submit to the Secretary an expenditure report de-
25 scribing accomplishments and amounts spent from use of

1 withdrawals under a Tribal management plan or an ex-
 2 penditure plan under paragraph (1), (2), or (3) of sub-
 3 section (f), as applicable.

4 (k) NO PER CAPITA DISTRIBUTIONS.—No portion of
 5 the Pueblo Trust Funds shall be distributed on a per cap-
 6 ita basis to any member of a Pueblo.

7 (l) TITLE TO INFRASTRUCTURE.—Title to, control
 8 over, and operation of any project constructed using funds
 9 from the Pueblo Trust Funds shall remain in the appro-
 10 priate Pueblo or Pueblos.

11 (m) OPERATION, MAINTENANCE, AND REPLACE-
 12 MENT.—All operation, maintenance, and replacement
 13 costs of any project constructed using funds from the
 14 Pueblo Trust Funds shall be the responsibility of the ap-
 15 propriate Pueblo or Pueblos.

16 **SEC. 106. FUNDING.**

17 (a) MANDATORY APPROPRIATIONS.—Out of any
 18 money in the Treasury not otherwise appropriated, the
 19 Secretary of the Treasury shall transfer to the Secretary
 20 the following amounts for the following accounts:

21 (1) PUEBLO OF ACOMA SETTLEMENT TRUST
 22 FUND.—

23 (A) THE WATER RIGHTS SETTLEMENT AC-
 24 COUNT.—\$296,000,000, to remain available

1 until expended, withdrawn, or reverted to the
2 general fund of the Treasury.

3 (B) THE WATER INFRASTRUCTURE OPER-
4 ATIONS AND MAINTENANCE ACCOUNT.—
5 \$14,000,000, to remain available until ex-
6 pended, withdrawn, or reverted to the general
7 fund of the Treasury.

8 (C) THE FEASIBILITY STUDIES SETTLE-
9 MENT ACCOUNT.—\$1,750,000, to remain avail-
10 able until expended, withdrawn, or reverted to
11 the general fund of the Treasury.

12 (2) PUEBLO OF LAGUNA SETTLEMENT TRUST
13 FUND.—

14 (A) THE WATER RIGHTS SETTLEMENT AC-
15 COUNT.—\$464,000,000, to remain available
16 until expended, withdrawn, or reverted to the
17 general fund of the Treasury.

18 (B) THE WATER INFRASTRUCTURE OPER-
19 ATIONS AND MAINTENANCE ACCOUNT.—
20 \$26,000,000, to remain available until ex-
21 pended, withdrawn, or reverted to the general
22 fund of the Treasury.

23 (C) THE FEASIBILITY STUDIES SETTLE-
24 MENT ACCOUNT.—\$3,250,000, to remain avail-

1 able until expended, withdrawn, or reverted to
2 the general fund of the Treasury.

3 (3) ACOMITA RESERVOIR WORKS TRUST
4 FUND.—\$45,000,000, to remain available until ex-
5 pended, withdrawn, or reverted to the general fund
6 of the Treasury.

7 (b) FLUCTUATIONS IN COSTS.—

8 (1) IN GENERAL.—The amounts appropriated
9 under subsection (a) shall be increased or decreased,
10 as appropriate, by such amounts as may be justified
11 by reason of ordinary fluctuations in costs, as indi-
12 cated by the Bureau of Reclamation Construction
13 Cost Index–Composite Trend.

14 (2) CONSTRUCTION COSTS ADJUSTMENT.—The
15 amounts appropriated under subsection (a) shall be
16 adjusted to address construction cost changes nec-
17 essary to account for unforeseen market volatility
18 that may not otherwise be captured by engineering
19 cost indices, as determined by the Secretary, includ-
20 ing repricing applicable to the types of construction
21 and current industry standards involved.

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

1 (4) PERIOD OF INDEXING.—The period of in-
2 dexing and adjustment under this subsection for any
3 increment of funding shall start on October 1, 2021,
4 and shall end on the date on which funds are depos-
5 ited in the applicable Pueblo Trust Fund.

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

8 (1) \$23,500,000, as adjusted for inflation pur-
9 suant to the Agreement, for the Joint Grants-Milan
10 Project for Water Re-Use, Water Conservation and
11 Augmentation of the Rio San José, the Village of
12 Milan Projects Fund, and the City of Grants
13 Projects Fund;

14 (2) \$12,000,000, as adjusted for the inflation
15 pursuant to the Agreement, for Signatory Acequias
16 Projects and Offset Projects Fund for the Associa-
17 tion of Community Ditches of the Rio San José; and

18 (3) \$500,000, as adjusted for inflation pursu-
19 ant to the Agreement, to mitigate impairment to
20 non-Pueblo domestic and livestock groundwater
21 rights as a result of new Pueblo water use.

22 **SEC. 107. ENFORCEABILITY DATE.**

23 The Enforceability Date shall be the date on which
24 the Secretary publishes in the Federal Register a state-
25 ment of findings that—

1 (1) to the extent that the Agreement conflicts
2 with this title, the Agreement has been amended to
3 conform with this title;

4 (2) the Agreement, as amended, has been exe-
5 cuted by all parties to the Agreement, including the
6 United States;

7 (3) all of the amounts appropriated under sec-
8 tion 106 have been appropriated and deposited in
9 the designated accounts of the Pueblo Trust Fund;

10 (4) the State has—

11 (A) provided the funding under section
12 106(c)(3) into appropriate funding accounts;

13 (B) provided the funding under paragraphs
14 (1) and (2) of section 106(c) into appropriate
15 funding accounts or entered into funding agree-
16 ments with the intended beneficiaries for fund-
17 ing under those paragraphs of that section; and

18 (C) enacted legislation to amend State law
19 to provide that a Pueblo Water Right may be
20 leased for a term not to exceed 99 years, in-
21 cluding renewals;

22 (5) the Decree Court has approved the Agree-
23 ment and has entered a Partial Final Judgment and
24 Decree; and

1 (6) the waivers and releases under section 108
2 have been executed by the Pueblos and the Sec-
3 retary.

4 **SEC. 108. WAIVERS AND RELEASES OF CLAIMS.**

5 (a) WAIVERS AND RELEASES OF CLAIMS BY PUEB-
6 LOS AND THE UNITED STATES AS TRUSTEE FOR PUEB-
7 LOS.—Subject to the reservation of rights and retention
8 of claims under subsection (d), as consideration for rec-
9 ognition of the Pueblo Water Rights and other benefits
10 described in the Agreement and this title, the Pueblos and
11 the United States, acting as trustee for the Pueblos, shall
12 execute a waiver and release of all claims for—

13 (1) water rights within the Rio San José
14 Stream System that the Pueblos, or the United
15 States acting as trustee for the Pueblos, asserted or
16 could have asserted in any proceeding, including the
17 Adjudication, on or before the Enforceability Date,
18 except to the extent that such rights are recognized
19 in the Agreement and this title; and

20 (2) damages, losses, or injuries to water rights
21 or claims of interference with, diversion of, or taking
22 of water rights (including claims for injury to land
23 resulting from such damages, losses, injuries, inter-
24 ference with, diversion, or taking of water rights) in
25 waters in the Rio San José Stream System against

1 any party to the Agreement, including the members
2 and parciantes of Signatory Acequias, that accrued
3 at any time up to and including the Enforceability
4 Date.

5 (b) WAIVERS AND RELEASES OF CLAIMS BY PUEB-
6 LOS AGAINST UNITED STATES.—Subject to the reserva-
7 tion of rights and retention of claims under subsection (d),
8 the Pueblos shall execute a waiver and release of all claims
9 against the United States (including any agency or em-
10 ployee of the United States) first arising before the En-
11 forceability Date relating to—

12 (1) water rights within the Rio San José
13 Stream System that the United States, acting as
14 trustee for the Pueblos, asserted or could have as-
15 serted in any proceeding, including the Adjudication,
16 except to the extent that such rights are recognized
17 as part of the Pueblo Water Rights under this title;

18 (2) foregone benefits from non-Pueblo use of
19 water, on and off Pueblo Land (including water
20 from all sources and for all uses), within the Rio
21 San José Stream System;

22 (3) damage, loss, or injury to water, water
23 rights, land, or natural resources due to loss of
24 water or water rights (including damages, losses, or
25 injuries to hunting, fishing, gathering, or cultural

1 rights due to loss of water or water rights, claims
2 relating to interference with, diversion of, or taking
3 of water, or claims relating to a failure to protect,
4 acquire, replace, or develop water, water rights, or
5 water infrastructure) within the Rio San José
6 Stream System;

7 (4) a failure to provide operation, maintenance,
8 or deferred maintenance for any irrigation system or
9 irrigation project within the Rio San José Stream
10 System;

11 (5) a failure to establish or provide a municipal,
12 rural, or industrial water delivery system on Pueblo
13 Land within the Rio San José Stream System;

14 (6) damage, loss, or injury to water, water
15 rights, land, or natural resources due to construc-
16 tion, operation, and management of irrigation
17 projects on Pueblo Land (including damages, losses,
18 or injuries to fish habitat, wildlife, and wildlife habi-
19 tat) within the Rio San José Stream System;

20 (7) a failure to provide a dam safety improve-
21 ment to a dam on Pueblo Land within the Rio San
22 José Stream System;

23 (8) the litigation of claims relating to any water
24 right of the Pueblos within the Rio San José Stream
25 System; and

1 (9) the negotiation, execution, or adoption of
2 the Agreement (including attachments) and this
3 title.

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

7 (d) RESERVATION OF RIGHTS AND RETENTION OF
8 CLAIMS.—Notwithstanding the waivers and releases under
9 subsection (a) and (b), the Pueblos and the United
10 States, acting as trustee for the Pueblos, shall retain all
11 claims relating to—

12 (1) the enforcement of, or claims accruing after
13 the Enforceability Date relating to, water rights rec-
14 ognized under the Agreement, this title, or the Par-
15 tial Final Judgment and Decree entered in the Ad-
16 judication;

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

19 (A) the Comprehensive Environmental Re-
20 sponse, Compensation and Liability Act of 1980
21 (42 U.S.C. 9601 et seq.), including claims for
22 damages to natural resources;

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

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

4 (D) any regulations implementing the Acts
5 described in subparagraphs (A) through (C);

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

8 (4) damage, loss, or injury to land or natural
9 resources that is not due to loss of water or water
10 rights, including hunting, fishing, gathering, or cul-
11 tural rights;

12 (5) all claims for water rights, and claims for
13 injury to water rights, in basins other than the Rio
14 San José Stream System, subject to article 8.5 of
15 the Agreement with respect to the claims of the
16 Pueblo of Laguna for water rights in the Rio Puerco
17 Basin and the claims of the Pueblo of Acoma for
18 water rights in the Rio Salado Basin;

19 (6) all claims relating to the Jackpile-Paguate
20 Uranium Mine in the State that are not due to loss
21 of water or water rights; and

22 (7) all rights, remedies, privileges, immunities,
23 powers, and claims not specifically waived and re-
24 leased pursuant to this title or the Agreement.

1 (e) EFFECT OF AGREEMENT AND TITLE.—Nothing
2 in the Agreement or this title—

3 (1) reduces or extends the sovereignty (includ-
4 ing civil and criminal jurisdiction) of any govern-
5 ment entity, except as provided in section 110;

6 (2) affects the ability of the United States, as
7 a sovereign, to carry out any activity authorized by
8 law, including—

9 (A) the Comprehensive Environmental Re-
10 sponse, Compensation, and Liability Act of
11 1980 (42 U.S.C. 9601 et seq.);

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

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

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

19 (E) any regulations implementing the Acts
20 described in subparagraphs (A) through (D);

21 (3) affects the ability of the United States to
22 act as trustee for the Pueblos (consistent with this
23 title), any other pueblo or Indian Tribe, or an Allot-
24 tee of any Indian Tribe;

25 (4) confers jurisdiction on any State court—

1 (A) to interpret Federal law relating to
2 health, safety, or the environment;

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

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

8 (5) waives any claim of a member of a Pueblo
9 in an individual capacity that does not derive from
10 a right of the Pueblos.

11 (f) TOLLING OF CLAIMS.—

12 (1) IN GENERAL.—Each applicable period of
13 limitation and time-based equitable defense relating
14 to a claim described in this section shall be tolled for
15 the period beginning on the date of enactment of
16 this Act and ending on the Enforceability Date.

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

21 (3) LIMITATION.—Nothing in this section pre-
22 cludes the tolling of any period of limitation or any
23 time-based equitable defense under any other appli-
24 cable law.

25 (g) EXPIRATION.—

1 (1) IN GENERAL.—This title shall expire in any
2 case in which the Secretary fails to publish a state-
3 ment of findings under section 107 by not later
4 than—

5 (A) July 1, 2030; or

6 (B) such alternative later date as is agreed
7 to by the Pueblos and the Secretary, after pro-
8 viding reasonable notice to the State.

9 (2) CONSEQUENCES.—If this title expires under
10 paragraph (1)—

11 (A) the waivers and releases under sub-
12 sections (a) and (b) shall—

13 (i) expire; and

14 (ii) have no further force or effect;

15 (B) the authorization, ratification, con-
16 firmation, and execution of the Agreement
17 under section 103 shall no longer be effective;

18 (C) any action carried out by the Sec-
19 retary, and any contract or agreement entered
20 into, pursuant to this title shall be void;

21 (D) any unexpended Federal funds appro-
22 priated or made available to carry out the ac-
23 tivities authorized by this title, together with
24 any interest earned on those funds, and any
25 water rights or contracts to use water and title

1 to other property acquired or constructed with
2 Federal funds appropriated or made available
3 to carry out the activities authorized by this
4 title, shall be returned to the Federal Govern-
5 ment, unless otherwise agreed to by the Pueblos
6 and the United States and approved by Con-
7 gress; and

8 (E) except for Federal funds used to ac-
9 quire or construct property that is returned to
10 the Federal Government under subparagraph
11 (D), the United States shall be entitled to offset
12 any Federal funds made available to carry out
13 this title that were expended or withdrawn, or
14 any funds made available to carry out this title
15 from other Federal authorized sources, together
16 with any interest accrued on those funds,
17 against any claims against the United States—

18 (i) relating to—

19 (I) water rights in the State as-
20 serted by—

21 (aa) the Pueblos; or

22 (bb) any user of the Pueblo

23 Water Rights; or

24 (II) any other matter covered by
25 subsection (b); or

1 (ii) in any future settlement of water
2 rights of the Pueblos.

3 **SEC. 109. SATISFACTION OF CLAIMS.**

4 The benefits provided under this title shall be in com-
5 plete replacement of, complete substitution for, and full
6 satisfaction of any claim of the Pueblos against the United
7 States that are waived and released by the Pueblos pursu-
8 ant to section 108(b).

9 **SEC. 110. CONSENT OF UNITED STATES TO JURISDICTION**
10 **FOR JUDICIAL REVIEW OF A PUEBLO WATER**
11 **RIGHT PERMIT DECISION.**

12 (a) CONSENT.—On the Enforceability Date, the con-
13 sent of the United States is hereby given, with the consent
14 of each Pueblo under article 11.5 of the Agreement, to
15 jurisdiction in the District Court for the Thirteenth Judi-
16 cial District of the State of New Mexico, and in the New
17 Mexico Court of Appeals and the New Mexico Supreme
18 Court on appeal therefrom in the same manner as pro-
19 vided under New Mexico law, over an action filed in such
20 District Court by any party to a Pueblo Water Rights Per-
21 mit administrative proceeding under article 11.4 of the
22 Agreement for the limited and sole purpose of judicial re-
23 view of a Pueblo Water Right Permit decision under arti-
24 cle 11.5 of the Agreement.

1 (b) LIMITATION.—The consent of the United States
2 under this title is limited to judicial review, based on the
3 record developed through the administrative process of the
4 Pueblo, under a standard of judicial review limited to de-
5 termining whether the Pueblo decision on the application
6 for Pueblo Water Right Permit—

7 (1) is supported by substantial evidence;

8 (2) is not arbitrary, capricious, or contrary to
9 law;

10 (3) is not in accordance with this Agreement or
11 the Partial Final Judgment and Decree; or

12 (4) shows that the Pueblo acted fraudulently or
13 outside the scope of its authority.

14 (c) PUEBLO WATER CODE AND INTERPRETATION.—

15 (1) IN GENERAL.—Pueblo Water Code or Pueb-
16 lo Water Law provisions that meet the requirements
17 of article 11 of the Agreement shall be given full
18 faith and credit in any proceeding described in this
19 section.

20 (2) PROVISIONS OF THE PUEBLO WATER
21 CODE.—To the extent that a State court conducting
22 judicial review under this section must interpret pro-
23 visions of Pueblo law that are not express provisions
24 of the Pueblo Water Code, the State court shall cer-

1 tify the question of interpretation to the Pueblo
2 court.

3 (3) NO CERTIFICATION.—Any issues of inter-
4 pretation of standards in article 11.6 of the Agree-
5 ment are not subject to certification.

6 (4) LIMITATION.—Nothing in this section limits
7 the jurisdiction of the Decree Court to interpret and
8 enforce the Agreement.

9 **SEC. 111. MISCELLANEOUS PROVISIONS.**

10 (a) NO WAIVER OF SOVEREIGN IMMUNITY BY THE
11 UNITED STATES.—Nothing in this title waives the sov-
12 ereign immunity of the United States.

13 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
14 Nothing in this title quantifies or diminishes any land or
15 water right, or any claim or entitlement to land or water,
16 of an Indian Tribe, band, or community other than the
17 Pueblos.

18 (c) ALLOTTEES NOT ADVERSELY AFFECTED.—
19 Nothing in this title quantifies or diminishes any water
20 right, or any claim or entitlement to water, of an Allottee.

21 (d) EFFECT ON CURRENT LAW.—Nothing in this
22 title affects any provision of law (including regulations)
23 in effect on the day before the date of enactment of this
24 Act with respect to pre-enforcement review of any Federal
25 environmental enforcement action.

1 (e) CONFLICT.—In the event of a conflict between the
2 Agreement and this title, this title shall control.

3 **SEC. 112. ANTIDEFICIENCY.**

4 The United States shall not be liable for any failure
5 to carry out any obligation or activity authorized by this
6 title, including any obligation or activity under the Agree-
7 ment, if adequate appropriations are not provided ex-
8 pressly by Congress to carry out the purposes of this title.

9 **TITLE II—PUEBLOS OF JEMEZ**
10 **AND ZIA WATER RIGHTS SET-**
11 **TLEMENT**

12 **SEC. 201. PURPOSES.**

13 The purposes of this title are—

14 (1) to achieve a fair, equitable, and final settle-
15 ment of all claims to water rights in the Jemez
16 River Stream System in the State of New Mexico
17 for—

18 (A) the Pueblo of Jemez;

19 (B) the Pueblo of Zia; and

20 (C) the United States, acting as trustee for
21 the Pueblos of Jemez and Zia;

22 (2) to authorize, ratify, and confirm the Agree-
23 ment entered into by the Pueblos, the State, and
24 various other parties to the extent that the Agree-
25 ment is consistent with this title;

1 (3) to authorize and direct the Secretary—

2 (A) to execute the Agreement; and

3 (B) to take any other actions necessary to
4 carry out the Agreement in accordance with
5 this title; and

6 (4) to authorize funds necessary for the imple-
7 mentation of the Agreement and this title.

8 **SEC. 202. DEFINITIONS.**

9 In this title:

10 (1) ADJUDICATION.—The term “Adjudication”
11 means the adjudication of water rights pending be-
12 fore the United States District Court for the Dis-
13 trict of New Mexico: United States of America, on
14 its own behalf, and on behalf of the Pueblos of
15 Jemez, Santa Ana, and Zia, State of New Mexico,
16 ex rel. State Engineer, Plaintiffs, and Pueblos of
17 Jemez, Santa Ana, and Zia, Plaintiffs-in-Interven-
18 tion v. Tom Abousleman, et al., Defendants, Civil
19 No. 83–cv–01041 (KR).

20 (2) AGREEMENT.—The term “Agreement”
21 means—

22 (A) the document entitled “Pueblos of
23 Jemez and Zia Water Rights Settlement Agree-
24 ment” and dated May 11, 2022, and the appen-
25 dices and exhibits attached thereto; and

1 (B) any amendment to the document re-
2 ferred to in subparagraph (A) (including an
3 amendment to an appendix or exhibit) that is
4 executed to ensure that the Agreement is con-
5 sistent with this title.

6 (3) ENFORCEABILITY DATE.—The term “En-
7 forceability Date” means the date described in sec-
8 tion 207.

9 (4) JEMEZ RIVER STREAM SYSTEM.—The term
10 “Jemez River Stream System” means the geo-
11 graphic extent of the area involved in the Adjudica-
12 tion.

13 (5) PARTIAL FINAL JUDGMENT AND DECREE.—
14 The term “Partial Final Judgment and Decree”
15 means a final or interlocutory partial final judgment
16 and decree entered by the United States District
17 Court for the District of New Mexico with respect
18 to the water rights of the Pueblos—

19 (A) that is substantially in the form de-
20 scribed in the Agreement, as amended to ensure
21 consistency with this title; and

22 (B) from which no further appeal may be
23 taken.

24 (6) PUEBLO.—The term “Pueblo” means either
25 of—

1 (A) the Pueblo of Jemez; or

2 (B) the Pueblo of Zia.

3 (7) PUEBLO LAND.—The term “Pueblo Land”

4 means any real property that is—

5 (A) held by the United States in trust for
6 a Pueblo within the Jemez River Stream Sys-
7 tem;

8 (B) owned by a Pueblo within the Jemez
9 River Stream System before the date on which
10 a court approves the Agreement; or

11 (C) acquired by a Pueblo on or after the
12 date on which a court approves the Agreement
13 if the real property—

14 (i) is located within the exterior
15 boundaries of the Pueblo, as recognized
16 and confirmed by a patent issued under
17 the Act of December 22, 1858 (11 Stat.
18 374, chapter V);

19 (ii) is located within the exterior
20 boundaries of any territory set aside for a
21 Pueblo by law, executive order, or court
22 decree;

23 (iii) is owned by a Pueblo or held by
24 the United States in trust for the benefit
25 of a Pueblo outside the Jemez River

1 Stream System that is located within the
 2 exterior boundaries of the Pueblo, as rec-
 3 ognized and confirmed by a patent issued
 4 under the Act of December 22, 1858 (11
 5 Stat. 374, chapter V); or

6 (iv) is located within the exterior
 7 boundaries of any real property located
 8 outside the Jemez River Stream System
 9 set aside for a Pueblo by law, executive
 10 order, or court decree if the land is within
 11 or contiguous to land held by the United
 12 States in trust for the Pueblo as of June
 13 1, 2022.

14 (8) PUEBLO TRUST FUND.—The term “Pueblo
 15 Trust Fund” means—

16 (A) the Pueblo of Jemez Settlement Trust
 17 Fund established under section 205(a); and

18 (B) the Pueblo of Zia Settlement Trust
 19 Fund established under that section.

20 (9) PUEBLO WATER RIGHTS.—The term “Pueb-
 21 lo Water Rights” means the respective water rights
 22 of the Pueblos—

23 (A) as identified in the Agreement and sec-
 24 tion 204; and

1 (B) as confirmed in the Partial Final
2 Judgment and Decree.

3 (10) PUEBLOS.—The term “Pueblos” means—

4 (A) the Pueblo of Jemez; and

5 (B) the Pueblo of Zia.

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

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

12 **SEC. 203. RATIFICATION OF AGREEMENT.**

13 (a) RATIFICATION.—

14 (1) IN GENERAL.—Except as modified by this
15 title and to the extent that the Agreement does not
16 conflict with this title, the Agreement is authorized,
17 ratified, and confirmed.

18 (2) AMENDMENTS.—If an amendment to the
19 Agreement, or to any appendix or exhibit attached
20 to the Agreement requiring the signature of the Sec-
21 retary, is executed in accordance with this title to
22 make the Agreement consistent with this title, the
23 amendment is authorized, ratified, and confirmed.

24 (b) EXECUTION.—

1 (1) IN GENERAL.—To the extent the Agreement
2 does not conflict with this title, the Secretary shall
3 execute the Agreement, including all appendices or
4 exhibits to, or parts of, the Agreement requiring the
5 signature of the Secretary.

6 (2) MODIFICATIONS.—Nothing in this title pro-
7 hibits the Secretary, after execution of the Agree-
8 ment, from approving any modification to the Agree-
9 ment, including an appendix or exhibit to the Agree-
10 ment, that is consistent with this title, to the extent
11 that the modification does not otherwise require con-
12 gressional approval under section 2116 of the Re-
13 vised Statutes (25 U.S.C. 177) or any other applica-
14 ble provision of Federal law.

15 (c) ENVIRONMENTAL COMPLIANCE.—

16 (1) IN GENERAL.—In implementing the Agree-
17 ment and this title, the Secretary shall comply
18 with—

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

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

24 (C) all other applicable Federal environ-
25 mental laws and regulations.

1 (2) COMPLIANCE.—

2 (A) IN GENERAL.—In implementing the
3 Agreement and this title, the Pueblos shall pre-
4 pare any necessary environmental documents,
5 consistent with—

6 (i) the Endangered Species Act of
7 1973 (16 U.S.C. 1531 et seq.);

8 (ii) the National Environmental Policy
9 Act of 1969 (42 U.S.C. 4321 et seq.), in-
10 cluding the implementing regulations of
11 that Act; and

12 (iii) all other applicable Federal envi-
13 ronmental laws and regulations.

14 (B) AUTHORIZATIONS.—The Secretary
15 shall—

16 (i) independently evaluate the docu-
17 mentation required under subparagraph
18 (A); and

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

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

1 (4) COSTS.—Any costs associated with the per-
2 formance of the compliance activities under this sub-
3 section shall be paid from funds deposited in the
4 Pueblo Trust Funds, subject to the condition that
5 any costs associated with the performance of Federal
6 approval or other review of such compliance work or
7 costs associated with inherently Federal functions
8 shall remain the responsibility of the Secretary.

9 **SEC. 204. PUEBLO WATER RIGHTS.**

10 (a) TRUST STATUS OF THE PUEBLO WATER
11 RIGHTS.—The Pueblo Water Rights shall be held in trust
12 by the United States on behalf of the Pueblos in accord-
13 ance with the Agreement and this title.

14 (b) FORFEITURE AND ABANDONMENT.—

15 (1) IN GENERAL.—The Pueblo Water Rights
16 shall not be subject to loss through non-use, for-
17 feiture, abandonment, or other operation of law.

18 (2) STATE-LAW BASED WATER RIGHTS.—State-
19 law based water rights acquired by a Pueblo, or by
20 the United States on behalf of a Pueblo, after the
21 date for inclusion in the Partial Final Judgment and
22 Decree, shall not be subject to forfeiture, abandon-
23 ment, or permanent alienation from the time they
24 are acquired.

1 (c) USE.—Any use of the Pueblo Water Rights shall
2 be subject to the terms and conditions of the Agreement
3 and this title.

4 (d) AUTHORITY OF THE PUEBLOS.—

5 (1) IN GENERAL.—The Pueblos shall have the
6 authority to allocate, distribute, and lease the Pueblo
7 Water Rights for use on Pueblo Land in accordance
8 with the Agreement, this title, and applicable Fed-
9 eral law.

10 (2) USE OFF PUEBLO LAND.—The Pueblos may
11 allocate, distribute, and lease the Pueblo Water
12 Rights for use off Pueblo Land in accordance with
13 the Agreement, this title, and applicable Federal
14 law, subject to the approval of the Secretary.

15 (e) ADMINISTRATION.—

16 (1) NO ALIENATION.—The Pueblos shall not
17 permanently alienate any portion of the Pueblo
18 Water Rights.

19 (2) PURCHASES OR GRANTS OF LAND FROM IN-
20 DIANS.—An authorization provided by this title for
21 the allocation, distribution, leasing, or other ar-
22 rangement entered into pursuant to this title shall
23 be considered to satisfy any requirement for author-
24 ization of the action required by Federal law.

1 (3) PROHIBITION ON FORFEITURE.—The non-
2 use of all or any portion of the Pueblo Water Rights
3 by any water user shall not result in the forfeiture,
4 abandonment, relinquishment, or other loss of all or
5 any portion of the Pueblo Water Rights.

6 **SEC. 205. SETTLEMENT TRUST FUNDS.**

7 (a) ESTABLISHMENT.—The Secretary shall establish
8 2 trust funds, to be known as the “Pueblo of Jemez Settle-
9 ment Trust Fund” and the “Pueblo of Zia Settlement
10 Trust Fund”, to be managed, invested, and distributed by
11 the Secretary and to remain available until expended,
12 withdrawn, or reverted to the general fund of the Treas-
13 ury, consisting of the amounts deposited in the Pueblo
14 Trust Funds under subsection (b), together with any in-
15 vestment earnings, including interest, earned on those
16 amounts for the purpose of carrying out this title.

17 (b) DEPOSITS.—The Secretary shall deposit in each
18 Pueblo Trust Fund the amounts made available pursuant
19 to section 206(a).

20 (c) MANAGEMENT AND INTEREST.—

21 (1) MANAGEMENT.—On receipt and deposit of
22 funds into the Pueblo Trust Funds under subsection
23 (b), the Secretary shall manage, invest, and dis-
24 tribute all amounts in the Pueblo Trust Funds in a

1 manner that is consistent with the investment au-
2 thority of the Secretary under—

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

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

8 (C) this subsection.

9 (2) INVESTMENT EARNINGS.—In addition to
10 the deposits made to each Pueblo Trust Fund under
11 subsection (b), any investment earnings, including
12 interest, earned on those amounts held in each
13 Pueblo Trust Fund are authorized to be used in ac-
14 cordance with subsections (e) and (g).

15 (d) AVAILABILITY OF AMOUNTS.—

16 (1) IN GENERAL.—Amounts appropriated to,
17 and deposited in, each Pueblo Trust Fund, including
18 any investment earnings (including interest) earned
19 on those amounts, shall be made available to each
20 Pueblo by the Secretary beginning on the Enforce-
21 ability Date, subject to the requirements of this sec-
22 tion, except for funds to be made available to the
23 Pueblos pursuant to paragraph (2).

24 (2) USE OF FUNDS.—Notwithstanding para-
25 graph (1), \$25,000,000 of the amounts deposited in

1 each Pueblo Trust Fund shall be available to the ap-
2 propriate Pueblo for—

3 (A) developing economic water develop-
4 ment plans;

5 (B) preparing environmental compliance
6 documents;

7 (C) preparing water project engineering
8 designs;

9 (D) establishing and operating a water re-
10 source department;

11 (E) installing supplemental irrigation
12 groundwater wells; and

13 (F) developing water measurement and re-
14 porting water use plans.

15 (e) WITHDRAWALS.—

16 (1) WITHDRAWALS UNDER THE AMERICAN IN-
17 DIAN TRUST FUND MANAGEMENT REFORM ACT OF
18 1994.—

19 (A) IN GENERAL.—Each Pueblo may with-
20 draw any portion of the amounts in the Pueblo
21 Trust Fund on approval by the Secretary of a
22 Tribal management plan submitted by the
23 Pueblo in accordance with the American Indian
24 Trust Fund Management Reform Act of 1994
25 (25 U.S.C. 4001 et seq.).

1 (B) REQUIREMENTS.—In addition to the
2 requirements under the American Indian Trust
3 Fund Management Reform Act of 1994 (25
4 U.S.C. 4001 et seq.), the Tribal management
5 plan under this paragraph shall require that the
6 appropriate Pueblo shall spend all amounts
7 withdrawn from each Pueblo Trust Fund, and
8 any investment earnings (including interest)
9 earned on those amounts through the invest-
10 ments under the Tribal management plan, in
11 accordance with this title.

12 (C) ENFORCEMENT.—The Secretary may
13 carry out such judicial and administrative ac-
14 tions as the Secretary determines to be nec-
15 essary to enforce the Tribal management plan
16 under this paragraph to ensure that amounts
17 withdrawn by each Pueblo from the Pueblo
18 Trust Fund of the Pueblo under subparagraph
19 (A) are used in accordance with this title.

20 (2) WITHDRAWALS UNDER EXPENDITURE
21 PLAN.—

22 (A) IN GENERAL.—Each Pueblo may sub-
23 mit to the Secretary a request to withdraw
24 funds from the Pueblo Trust Fund of the Pueb-
25 lo pursuant to an approved expenditure plan.

1 (B) REQUIREMENTS.—To be eligible to
2 withdraw amounts under an expenditure plan
3 under subparagraph (A), each Pueblo shall sub-
4 mit to the Secretary an expenditure plan for
5 any portion of the Pueblo Trust Fund that the
6 Pueblo elects to withdraw pursuant to that sub-
7 paragraph, subject to the condition that the
8 amounts shall be used for the purposes de-
9 scribed in this title.

10 (C) INCLUSIONS.—An expenditure plan
11 under this paragraph shall include a description
12 of the manner and purpose for which the
13 amounts proposed to be withdrawn from the
14 Pueblo Trust Fund will be used by the Pueblo,
15 in accordance with this subsection and sub-
16 section (g).

17 (D) APPROVAL.—The Secretary shall ap-
18 prove an expenditure plan submitted under sub-
19 paragraph (A) if the Secretary determines that
20 the plan—

21 (i) is reasonable; and

22 (ii) is consistent with, and will be used
23 for, the purposes of this title.

24 (E) ENFORCEMENT.—The Secretary may
25 carry out such judicial and administrative ac-

1 tions as the Secretary determines to be nec-
2 essary to enforce an expenditure plan to ensure
3 that amounts disbursed under this paragraph
4 are used in accordance with this title.

5 (f) EFFECT OF SECTION.—Nothing in this section
6 gives the Pueblos the right to judicial review of a deter-
7 mination of the Secretary relating to whether to approve
8 a Tribal management plan under paragraph (1) of sub-
9 section (e) or an expenditure plan under paragraph (2)
10 of that subsection except under subchapter II of chapter
11 5, and chapter 7, of title 5, United States Code (commonly
12 known as the “Administrative Procedure Act”).

13 (g) USES.—Amounts from a Pueblo Trust Fund may
14 only be used by the appropriate Pueblo for the following
15 purposes:

16 (1) Planning, permitting, designing, engineer-
17 ing, constructing, reconstructing, replacing, rehabili-
18 tating, operating, or repairing water production,
19 treatment, or delivery infrastructure, including for
20 domestic and municipal use, on-farm improvements,
21 or wastewater infrastructure.

22 (2) Watershed protection and enhancement,
23 support of agriculture, water-related Pueblo commu-
24 nity welfare and economic development, and costs
25 related to implementation of the Agreement.

1 (3) Planning, permitting, designing, engineer-
2 ing, construction, reconstructing, replacing, rehabili-
3 tating, operating, or repairing water production of
4 delivery infrastructure of the Augmentation Project,
5 as set forth in the Agreement.

6 (4) Ensuring environmental compliance in the
7 development and construction of projects under this
8 title.

9 (5) The management and administration of the
10 Pueblo Water Rights.

11 (h) LIABILITY.—The Secretary and the Secretary of
12 the Treasury shall not be liable for the expenditure or in-
13 vestment of any amounts withdrawn from a Pueblo Trust
14 Fund by a Pueblo under paragraph (1) or (2) of sub-
15 section (e).

16 (i) EXPENDITURE REPORTS.—Each Pueblo shall an-
17 nually submit to the Secretary an expenditure report de-
18 scribing accomplishments and amounts spent from use of
19 withdrawals under a Tribal management plan or an ex-
20 penditure plan under paragraph (1) or (2) of subsection
21 (e), as applicable.

22 (j) NO PER CAPITA DISTRIBUTIONS.—No portion of
23 a Pueblo Trust Fund shall be distributed on a per capita
24 basis to any member of a Pueblo.

1 (k) TITLE TO INFRASTRUCTURE.—Title to, control
2 over, and operation of any project constructed using funds
3 from a Pueblo Trust Fund shall remain in the appropriate
4 Pueblo.

5 (l) OPERATION, MAINTENANCE, AND REPLACE-
6 MENT.—All operation, maintenance, and replacement
7 costs of any project constructed using funds from a Pueblo
8 Trust Fund shall be the responsibility of the appropriate
9 Pueblo.

10 **SEC. 206. FUNDING.**

11 (a) MANDATORY APPROPRIATION.—Out of any
12 money in the Treasury not otherwise appropriated, the
13 Secretary of the Treasury shall transfer to the Sec-
14 retary—

15 (1) for deposit in the Pueblo of Jemez Settle-
16 ment Trust Fund established under section 205(a)
17 \$290,000,000, to remain available until expended,
18 withdrawn, or reverted to the general fund of the
19 Treasury; and

20 (2) for deposit in the Pueblo of Zia Settlement
21 Trust Fund established under that section
22 \$200,000,000, to remain available until expended,
23 withdrawn, or reverted to the general fund of the
24 Treasury.

25 (b) FLUCTUATION IN COSTS.—

1 (1) IN GENERAL.—The amount appropriated
2 under subsection (a) shall be increased or decreased,
3 as appropriate, by such amounts as may be justified
4 by reason of ordinary fluctuations in costs, as indi-
5 cated by the Bureau of Reclamation Construction
6 Cost Index–Composite Trend.

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

15 (3) REPETITION.—The adjustment process
16 under this subsection shall be repeated for each sub-
17 sequent amount appropriated until the applicable
18 amount, as adjusted, has been appropriated.

19 (4) PERIOD OF INDEXING.—The period of in-
20 dexing adjustment under this subsection for any in-
21 crement of funding shall start on October 1, 2021,
22 and end on the date on which the funds are depos-
23 ited in the applicable Pueblo Trust Fund.

24 (c) STATE COST SHARE.—The State shall con-
25 tribute—

1 (1) \$3,400,000, as adjusted for inflation pursu-
2 ant to the Agreement, to the San Ysidro Community
3 Ditch Association for capital and operating expenses
4 of the mutual benefit Augmentation Project;

5 (2) \$16,159,000, as adjusted for inflation pur-
6 suant to the Agreement, for Jemez River Basin
7 Water Users Coalition acequia ditch improvements;
8 and

9 (3) \$500,000, as adjusted for inflation, to miti-
10 gate impairment to non-Pueblo domestic and live-
11 stock groundwater rights as a result of new Pueblo
12 water use.

13 **SEC. 207. ENFORCEABILITY DATE.**

14 The Enforceability Date shall be the date on which
15 the Secretary publishes in the Federal Register a state-
16 ment of findings that—

17 (1) to the extent that the Agreement conflicts
18 with this title, the Agreement has been amended to
19 conform with this title;

20 (2) the Agreement, as amended, has been exe-
21 cuted by all parties to the Agreement, including the
22 United States;

23 (3) the United States District Court for the
24 District of New Mexico has approved the Agreement

1 and has entered a Partial Final Judgment and De-
2 cree;

3 (4) all of the amounts appropriated under sec-
4 tion 206 have been appropriated and deposited in
5 the designated accounts of the applicable Pueblo
6 Trust Fund;

7 (5) the State has—

8 (A) provided the funding under section
9 206(c)(2) into appropriate funding accounts;

10 (B) provided the funding under section
11 206(c)(1) or entered into a funding agreement
12 with the intended beneficiaries for that funding;
13 and

14 (C) enacted legislation to amend State law
15 to provide that a Pueblo Water Right may be
16 leased for a term of not to exceed 99 years, in-
17 cluding renewals;

18 (6) the waivers and releases under section sub-
19 sections (a) and (b) of section 208 have been exe-
20 cuted by the Pueblos and the Secretary; and

21 (7) the waivers and releases under section 208
22 have been executed by the Pueblos and the Sec-
23 retary.

1 **SEC. 208. WAIVERS AND RELEASES OF CLAIMS.**

2 (a) WAIVERS AND RELEASES OF CLAIMS BY PUEB-
3 LOS AND UNITED STATES AS TRUSTEE FOR PUEBLOS.—
4 Subject to the reservation of rights and retention of claims
5 under subsection (d), as consideration for recognition of
6 the Pueblo Water Rights and other benefits described in
7 the Agreement and this title, the Pueblos and the United
8 States, acting as trustee for the Pueblos, shall execute a
9 waiver and release of all claims for—

10 (1) water rights within the Jemez River Stream
11 System that the Pueblos, or the United States act-
12 ing as trustee for the Pueblos, asserted or could
13 have asserted in any proceeding, including the Adju-
14 dication, on or before the Enforceability Date, ex-
15 cept to the extent that such a right is recognized in
16 the Agreement and this title; and

17 (2) damages, losses, or injuries to water rights
18 or claims of interference with, diversion of, or taking
19 of water rights (including claims for injury to land
20 resulting from such damages, losses, injuries, inter-
21 ference, diversion, or taking of water rights) in the
22 Jemez River Stream System against any party to a
23 settlement, including the members and parciantes of
24 signatory acequias, that accrued at any time up to
25 and including the Enforceability Date.

1 (b) WAIVERS AND RELEASES OF CLAIMS BY PUEB-
2 LOS AGAINST UNITED STATES.—Subject to the reserva-
3 tion of rights and retention of claims under subsection (d),
4 each Pueblo shall execute a waiver and release of all claims
5 against the United States (including any agency or em-
6 ployee of the United States) for water rights within the
7 Jemez River Stream System first arising before the En-
8 forceability Date relating to—

9 (1) water rights within the Jemez River Stream
10 System that the United States, acting as trustee for
11 the Pueblos, asserted or could have asserted in any
12 proceeding, including the Adjudication, except to the
13 extent that such rights are recognized as part of the
14 Pueblo Water Rights under this title;

15 (2) foregone benefits from non-Pueblo use of
16 water, on and off Pueblo Land (including water
17 from all sources and for all uses), within the Jemez
18 River Stream System;

19 (3) damage, loss, or injury to water, water
20 rights, land, or natural resources due to loss of
21 water or water rights (including damages, losses, or
22 injuries to hunting, fishing, gathering, or cultural
23 rights due to loss of water or water rights, claims
24 relating to interference with, diversion of, or taking
25 of water, or claims relating to a failure to protect,

1 acquire, replace, or develop water, water rights, or
2 water infrastructure) within the Jemez River Stream
3 System;

4 (4) a failure to establish or provide a municipal,
5 rural, or industrial water delivery system on Pueblo
6 Land within the Jemez River Stream System;

7 (5) damage, loss, or injury to water, water
8 rights, land, or natural resources due to construc-
9 tion, operation, and management of irrigation
10 projects on Pueblo Land or Federal land (including
11 damages, losses, or injuries to fish habitat, wildlife,
12 and wildlife habitat) within the Jemez River Stream
13 System;

14 (6) a failure to provide for operation, mainte-
15 nance, or deferred maintenance for any irrigation
16 system or irrigation project within the Jemez River
17 Stream System;

18 (7) a failure to provide a dam safety improve-
19 ment to a dam on Pueblo Land within the Jemez
20 River Stream System;

21 (8) the litigation of claims relating to any water
22 right of a Pueblo within the Jemez River Stream
23 System; and

1 (9) the negotiation, execution, or adoption of
2 the Agreement (including exhibits or appendices)
3 and this title.

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

7 (d) RESERVATION OF RIGHTS AND RETENTION OF
8 CLAIMS.—Notwithstanding the waivers and releases under
9 subsection (a) and (b), the Pueblos and the United
10 States, acting as trustee for the Pueblos, shall retain all
11 claims relating to—

12 (1) the enforcement of, or claims accruing after
13 the Enforceability Date relating to, water rights rec-
14 ognized under the Agreement, this title, or the Par-
15 tial Final Judgment and Decree entered into in the
16 Adjudication;

17 (2) activities affecting the quality of water, in-
18 cluding claims under—

19 (A) the Comprehensive Environmental Re-
20 sponse, Compensation, and Liability Act of
21 1980 (42 U.S.C. 9601 et seq.), including claims
22 for damages to natural resources;

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

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

4 (D) any regulations implementing the Acts
5 described in subparagraphs (A) through (C);

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

8 (4) damage, loss, or injury to land or natural
9 resources that is not due to loss of water or water
10 rights, including hunting, fishing, gathering, or cul-
11 tural rights;

12 (5) all rights, remedies, privileges, immunities,
13 and powers not specifically waived and released pur-
14 suant to this title or the Agreement; and

15 (6) loss of water or water rights in locations
16 outside of the Jemez River Stream System.

17 (e) EFFECT OF AGREEMENT AND TITLE.—Nothing
18 in the Agreement or this title—

19 (1) reduces or extends the sovereignty (includ-
20 ing civil and criminal jurisdiction) of any govern-
21 ment entity;

22 (2) affects the ability of the United States, as
23 sovereign, to carry out any activity authorized by
24 law, including—

1 (A) the Comprehensive Environmental Re-
2 sponse, Compensation, and Liability Act of
3 1980 (42 U.S.C. 9601 et seq.);

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

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

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

11 (E) any regulations implementing the Acts
12 described in subparagraphs (A) through (D);

13 (3) affects the ability of the United States to
14 act as trustee for the Pueblos (consistent with this
15 title), any other pueblo or Indian Tribe, or an allot-
16 tee of any Indian Tribe;

17 (4) confers jurisdiction on any State court—

18 (A) to interpret Federal law relating to
19 health, safety, or the environment;

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

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

25 (D) to interpret Pueblo or Tribal law; or

1 (5) waives any claim of a member of a Pueblo
2 in an individual capacity that does not derive from
3 a right of the Pueblos.

4 (f) 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 (g) EXPIRATION.—

19 (1) IN GENERAL.—This title shall expire in any
20 case in which the Secretary fails to publish a state-
21 ment of findings under section 207 by not later
22 than—

23 (A) July 1, 2030; or

1 (B) such alternative later date as is agreed
2 to by the Pueblos and the Secretary, after pro-
3 viding reasonable notice to the State.

4 (2) CONSEQUENCES.—If this title expires under
5 paragraph (1)—

6 (A) the waivers and releases under sub-
7 sections (a) and (b) shall—

8 (i) expire; and

9 (ii) have no further force or effect;

10 (B) the authorization, ratification, con-
11 firmation, and execution of the Agreement
12 under section 203 shall no longer be effective;

13 (C) any action carried out by the Sec-
14 retary, and any contract or agreement entered
15 into, pursuant to this title shall be void;

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

1 and the United States and approved by Con-
2 gress; and

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

13 (i) relating to—

14 (I) water rights in the State as-
15 serted by—

16 (aa) the Pueblos; or

17 (bb) any user of the Pueblo
18 Water Rights; or

19 (II) any other matter covered by
20 subsection (b); or

21 (ii) in any future settlement of water
22 rights of the Pueblos.

23 **SEC. 209. SATISFACTION OF CLAIMS.**

24 The benefits provided under this title shall be in com-
25 plete replacement of, complete substitution for, and full

1 satisfaction of any claim of the Pueblos against the United
2 States that are waived and released by the Pueblos pursu-
3 ant to section 208(b).

4 **SEC. 210. MISCELLANEOUS PROVISIONS.**

5 (a) NO WAIVER OF SOVEREIGN IMMUNITY BY THE
6 UNITED STATES.—Nothing in this title waives the sov-
7 ereign immunity of the United States.

8 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
9 Nothing in this title quantifies or diminishes any land or
10 water right, or any claim or entitlement to land or water,
11 of an Indian Tribe, band, or community other than the
12 Pueblos.

13 (c) EFFECT ON CURRENT LAW.—Nothing in this
14 title affects any provision of law (including regulations)
15 in effect on the day before the date of enactment of this
16 Act with respect to pre-enforcement review of any Federal
17 environmental enforcement action.

18 (d) CONFLICT.—In the event of a conflict between
19 the Agreement and this title, this title shall control.

20 **SEC. 211. ANTIDEFICIENCY.**

21 The United States shall not be liable for any failure
22 to carry out any obligation or activity authorized by this
23 title, including any obligation or activity under the Agree-
24 ment, if adequate appropriations are not provided ex-
25 pressly by Congress to carry out the purposes of this title.

Calendar No. 274

118TH CONGRESS
1ST Session
S. 595

[Report No. 118-131]

A BILL

To approve the settlement of water rights claims of the Pueblos of Acoma and Laguna in the Rio San José Stream System and the Pueblos of Jemez and Zia in the Rio Jemez Stream System in the State of New Mexico, and for other purposes.

DECEMBER 12, 2023

Reported without amendment