

118TH CONGRESS
1ST SESSION

S. 595

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

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,*

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

4 (a) SHORT TITLE.—This Act may be cited as the
5 “Rio San José and Rio Jemez Water Settlements Act of
6 2023”.

1 (b) TABLE OF CONTENTS.—The table of contents for
 2 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.

3 **TITLE I—PUEBLOS OF ACOMA**
 4 **AND LAGUNA WATER RIGHTS**
 5 **SETTLEMENT**

6 **SEC. 101. PURPOSES.**

7 The purposes of this title are—

8 (1) to achieve a fair, equitable, and final settle-
 9 ment of all issues and controversies concerning
 10 claims to water rights in the general stream adju-

1 dication of the Rio San José Stream System cap-
 2 tioned “State of New Mexico, ex rel. State Engineer
 3 v. Kerr-McGee, et al.”, No. D-1333-CV-1983-
 4 00190 and No. D-1333-CV1983-00220 (consoli-
 5 dated), pending in the Thirteenth Judicial District
 6 Court for the State of New Mexico, for—

7 (A) the Pueblo of Acoma;

8 (B) the Pueblo of Laguna; and

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

11 (2) to authorize, ratify, and confirm the agree-
 12 ment entered into by the Pueblos, the State, and
 13 various other parties to the Agreement, to the extent
 14 that the Agreement is consistent with this title;

15 (3) to authorize and direct the Secretary—

16 (A) to execute the Agreement; and

17 (B) to take any other actions necessary to
 18 carry out the Agreement in accordance with
 19 this title; and

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

22 **SEC. 102. DEFINITIONS.**

23 In this title:

24 (1) **ACEQUIA.**—The term “Acequia” means
 25 each of the Bluewater Toltec Irrigation District, La

1 Acequia Madre del Ojo del Gallo, Moquino Water
2 Users Association II, Murray Acres Irrigation Asso-
3 ciation, San Mateo Irrigation Association, Seboyeta
4 Community Irrigation Association, Cubero Acequia
5 Association, Cebolletita Acequia Association, and
6 Community Ditch of San José de la Cienega.

7 (2) ADJUDICATION.—The term “Adjudication”
8 means the general adjudication of water rights enti-
9 tled “State of New Mexico, ex rel. State Engineer v.
10 Kerr-McGee, et al.”, No. D-1333-CV-1983-00190
11 and No. D-1333-CV1983-00220 (consolidated)
12 pending, as of the date of enactment of this Act, in
13 the Decree Court.

14 (3) AGREEMENT.—The term “Agreement”
15 means—

16 (A) the document entitled “Rio San José
17 Stream System Water Rights Local Settlement
18 Agreement Among the Pueblo of Acoma, the
19 Pueblo of Laguna, the Navajo Nation, the State
20 of New Mexico, the City of Grants, the Village
21 of Milan, the Association of Community Ditches
22 of the Rio San José and Nine Individual
23 Acequias and Community Ditches” and dated
24 May 13, 2022, and the attachments thereto;
25 and

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

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

8 (A) located within—

9 (i) the Rio Puerco Basin;

10 (ii) the Rio San José Stream System;

11 or

12 (iii) the Rio Salado Basin; and

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

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

17 (6) DECREE COURT.—The term “Decree
 18 Court” means the Thirteenth Judicial District Court
 19 of the State of New Mexico.

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

23 (8) PARTIAL FINAL JUDGMENT AND DECREE.—
 24 The term “Partial Final Judgment and Decree”
 25 means a final or interlocutory partial final judgment

1 and decree entered by the Decree Court with respect
 2 to the water rights of the Pueblos—

3 (A) that is substantially in the form de-
 4 scribed in article 14.7.2 of the Agreement, as
 5 amended to ensure consistency with this title;
 6 and

7 (B) from which no further appeal may be
 8 taken.

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

11 (A) the Pueblo of Acoma; or

12 (B) the Pueblo of Laguna.

13 (10) PUEBLO LAND.—

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

16 (i) in the Rio San José Stream Sys-
 17 tem that is held by the United States in
 18 trust for either Pueblo, or owned by either
 19 Pueblo, as of the Enforceability Date;

20 (ii) in the Rio Salado Basin that is
 21 held by the United States in trust for the
 22 Pueblo of Acoma, or owned by the Pueblo
 23 of Acoma, as of the Enforceability Date; or

24 (iii) in the Rio Puerco Basin that is
 25 held by the United States in trust for the

1 Pueblo of Laguna, or owned by the Pueblo
2 of Laguna, as of the Enforceability Date.

3 (B) INCLUSIONS.—The term “Pueblo
4 Land” includes land placed in trust with the
5 United States subsequent to the Enforceability
6 Date for either Pueblo in the Rio San José
7 Stream System, for the Pueblo of Acoma in the
8 Rio Salado Basin, or for the Pueblo of Laguna
9 in the Rio Puerco Basin.

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

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

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

16 (C) the Acomita Reservoir Works Trust
17 Fund established by that section.

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

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

22 (i) as identified in the Agreement and
23 section 104; and

24 (ii) as confirmed in the Partial Final
25 Judgment and Decree;

1 (B) the water rights of the Pueblo of
2 Acoma in the Rio Salado Basin; and

3 (C) the water rights of the Pueblo of La-
4 guna in the Rio Puerco Basin, as identified in
5 the Agreement and section 104.

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

7 (A) the Pueblo of Acoma; and

8 (B) the Pueblo of Laguna.

9 (14) RIO PUERCO BASIN.—The term “Rio
10 Puerco Basin” means the area defined by the
11 United States Geological Survey Hydrologic Unit
12 Codes (HUC) 13020204 (Rio Puerco subbasin) and
13 13020205 (Arroyo Chico subbasin), including the
14 hydrologically connected groundwater.

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

20 (16) RIO SALADO BASIN.—The term “Rio Sa-
21 lado Basin” means the area defined by the United
22 States Geological Survey Hydrologic Unit Code
23 (HUC) 13020209 (Rio Salado subbasin), including
24 the hydrologically connected groundwater.

1 (17) SECRETARY.—The term “Secretary”
2 means the Secretary of the Interior.

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

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

10 **SEC. 103. RATIFICATION OF AGREEMENT.**

11 (a) RATIFICATION.—

12 (1) IN GENERAL.—Except as modified by this
13 title and to the extent the Agreement does not con-
14 flict with this title, the Agreement is authorized,
15 ratified, and confirmed.

16 (2) AMENDMENTS.—If an amendment to the
17 Agreement or any attachment to the Agreement re-
18 quiring the signature of the Secretary is executed in
19 accordance with this title to make the Agreement
20 consistent with this title, the amendment is author-
21 ized, ratified, and confirmed.

22 (b) EXECUTION.—

23 (1) IN GENERAL.—To the extent the Agreement
24 does not conflict with this title, the Secretary shall
25 execute the Agreement, including all attachments to

1 or parts of the Agreement requiring the signature of
2 the Secretary.

3 (2) MODIFICATIONS.—Nothing in this title pro-
4 hibits the Secretary, after execution of the Agree-
5 ment, from approving any modification to the Agree-
6 ment, including an attachment to the Agreement,
7 that is consistent with this title, to the extent that
8 the modification does not otherwise require congress-
9 sional approval under section 2116 of the Revised
10 Statutes (25 U.S.C. 177) or any other applicable
11 provision of Federal law.

12 (c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

21 (C) all other applicable Federal environ-
22 mental laws and regulations.

23 (2) COMPLIANCE.—

24 (A) IN GENERAL.—In implementing the
25 Agreement and this title, the Pueblos shall pre-

1 pare any necessary environmental documents
2 consistent with—

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

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

9 (iii) all other applicable Federal envi-
10 ronmental laws and regulations.

11 (B) AUTHORIZATIONS.—The Secretary
12 shall—

13 (i) independently evaluate the docu-
14 mentation required under subparagraph
15 (A); and

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

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

23 (4) COSTS.—Any costs associated with the per-
24 formance of the compliance activities under sub-
25 section (c) shall be paid from funds deposited in the

1 Pueblo Trust Funds, subject to the condition that
2 any costs associated with the performance of Federal
3 approval or other review of such compliance work or
4 costs associated with inherently Federal functions
5 shall remain the responsibility of the Secretary.

6 **SEC. 104. PUEBLO WATER RIGHTS.**

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

11 (b) FORFEITURE AND ABANDONMENT.—

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

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

22 (c) USE.—Any use of the Pueblo Water Rights shall
23 be subject to the terms and conditions of the Agreement
24 and this title.

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

4 (e) 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 (3) ALLOTTEE WATER RIGHTS.—The Pueblos
16 shall not object in any general stream adjudication,
17 including the Adjudication, or any other appropriate
18 forum, to the quantification of reasonable domestic,
19 stock, and irrigation water uses on an Allotment,
20 and shall administer any water use in accordance
21 with applicable Federal law, including recognition
22 of—

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

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

3 (C) any Allotment water right decreed in a
4 general stream adjudication, including the Ad-
5 judication, or other appropriate forum, for an
6 Allotment.

7 (f) ADMINISTRATION.—

8 (1) NO ALIENATION.—The Pueblos shall not
9 permanently alienate any portion of the Pueblo
10 Water Rights.

11 (2) PURCHASES OR GRANTS OF LAND FROM IN-
12 DIANS.—An authorization provided by this title for
13 the allocation, distribution, leasing, or other ar-
14 rangement entered into pursuant to this title shall
15 be considered to satisfy any requirement for author-
16 ization of the action required by Federal law.

17 (3) PROHIBITION ON FORFEITURE.—The non-
18 use of all or any portion of the Pueblo Water Rights
19 by any water user shall not result in the forfeiture,
20 abandonment, relinquishment, or other loss of all or
21 any portion of the Pueblo Water Rights.

22 **SEC. 105. SETTLEMENT TRUST FUNDS.**

23 (a) ESTABLISHMENT.—The Secretary shall establish
24 2 trust funds, to be known as the “Pueblo of Acoma Set-
25 tlement Trust Fund” and the “Pueblo of Laguna Settle-

1 ment Trust Fund”, and a trust fund for the benefit of
2 both Pueblos to be known as the “Acomita Reservoir
3 Works Trust Fund”, to be managed, invested, and distrib-
4 uted by the Secretary and to remain available until ex-
5 pended, withdrawn, or reverted to the general fund of the
6 Treasury, consisting of the amounts deposited in the
7 Pueblo Trust Funds under subsection (c), together with
8 any investment earnings, including interest, earned on
9 those amounts, for the purpose of carrying out this title.

10 (b) ACCOUNTS.—

11 (1) PUEBLO OF ACOMA SETTLEMENT TRUST
12 FUND.—The Secretary shall establish in the Pueblo
13 of Acoma Settlement Trust Fund the following ac-
14 counts:

15 (A) The Water Rights Settlement Account.

16 (B) The Water Infrastructure Operations
17 and Maintenance Account.

18 (C) The Feasibility Studies Settlement Ac-
19 count.

20 (2) PUEBLO OF LAGUNA SETTLEMENT TRUST
21 FUND.—The Secretary shall establish in the Pueblo
22 of Laguna Settlement Trust Fund the following ac-
23 counts:

24 (A) The Water Rights Settlement Account.

1 (B) The Water Infrastructure Operations
2 and Maintenance Account.

3 (C) The Feasibility Studies Settlement Ac-
4 count.

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

8 (d) MANAGEMENT AND INTEREST.—

9 (1) MANAGEMENT.—On receipt and deposit of
10 funds into the Pueblo Trust Funds under subsection
11 (c), the Secretary shall manage, invest, and dis-
12 tribute all amounts in the Pueblo Trust Funds in a
13 manner that is consistent with the investment au-
14 thority of the Secretary under—

15 (A) the first section of the Act of June 24,
16 1938 (25 U.S.C. 162a);

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

20 (C) this subsection.

21 (2) INVESTMENT EARNINGS.—In addition to
22 the deposits made to each Pueblo Trust Fund under
23 subsection (c), any investment earnings, including
24 interest, earned on those amounts held in each

1 Pueblo Trust Fund are authorized to be used in ac-
2 cordance with subsections (f) and (h).

3 (e) AVAILABILITY OF AMOUNTS.—

4 (1) IN GENERAL.—Amounts appropriated to,
5 and deposited in, each Pueblo Trust Fund, including
6 any investment earnings (including interest) earned
7 on those amounts, shall be made available to the
8 Pueblo or Pueblos by the Secretary beginning on the
9 Enforceability Date, subject to the requirements of
10 this section, except for those funds to be made avail-
11 able to the Pueblos pursuant to paragraph (2).

12 (2) USE OF FUNDS.—Notwithstanding para-
13 graph (1)—

14 (A) amounts deposited in the Feasibility
15 Studies Settlement Account of each Pueblo
16 Trust Fund, including any investment earnings,
17 including interest, earned on those amounts
18 shall be available to the Pueblo on the date on
19 which the amounts are deposited for uses de-
20 scribed in subsection (h)(3), and in accordance
21 with the Agreement;

22 (B) amounts deposited in the Acomita Res-
23 ervoir Works Trust Fund, including any invest-
24 ment earnings, including interest, earned on
25 those amounts shall be available to the Pueblos

1 on the date on which the amounts are deposited
2 for uses described in subsection (h)(4), and in
3 accordance with the Agreement; and

4 (C) up to \$15,000,000 from the Water
5 Rights Settlement Account for each Pueblo
6 shall be available on the date on which the
7 amounts are deposited for installing, on Pueblo
8 Lands, groundwater wells to meet immediate
9 domestic, commercial, municipal and industrial
10 water needs, and associated environmental, cul-
11 tural, and historical compliance.

12 (f) WITHDRAWALS.—

13 (1) WITHDRAWALS UNDER THE AMERICAN IN-
14 DIAN TRUST FUND MANAGEMENT REFORM ACT OF
15 1994.—

16 (A) IN GENERAL.—Each Pueblo may with-
17 draw any portion of the amounts in its respec-
18 tive Settlement Trust Fund on approval by the
19 Secretary of a Tribal management plan sub-
20 mitted by each Pueblo in accordance with the
21 American Indian Trust Fund Management Re-
22 form Act of 1994 (25 U.S.C. 4001 et seq.).

23 (B) REQUIREMENTS.—In addition to the
24 requirements under the American Indian Trust
25 Fund Management Reform Act of 1994 (25

1 U.S.C. 4001 et seq.), the Tribal management
2 plan under this paragraph shall require that the
3 appropriate Pueblo shall spend all amounts
4 withdrawn from each Pueblo Trust Fund, and
5 any investment earnings (including interest)
6 earned on those amounts through the invest-
7 ments under the Tribal management plan, in
8 accordance with this title.

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

17 (2) WITHDRAWALS UNDER EXPENDITURE
18 PLAN.—

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

23 (B) REQUIREMENTS.—To be eligible to
24 withdraw amounts under an expenditure plan
25 under subparagraph (A), the appropriate Pueb-

1 lo shall submit to the Secretary an expenditure
2 plan for any portion of the Pueblo Trust Fund
3 that the Pueblo elects to withdraw pursuant to
4 that subparagraph, subject to the condition that
5 the amounts shall be used for the purposes de-
6 scribed in this title.

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

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

18 (i) is reasonable; and

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

21 (E) ENFORCEMENT.—The Secretary may
22 carry out such judicial and administrative ac-
23 tions as the Secretary determines to be nec-
24 essary to enforce an expenditure plan to ensure

1 that amounts disbursed under this paragraph
2 are used in accordance with this title.

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

5 (A) IN GENERAL.—A Pueblo may submit
6 to the Secretary a request to withdraw funds
7 from the Acomita Reservoir Works Trust Fund
8 pursuant to an approved joint expenditure plan.

9 (B) REQUIREMENTS.—

10 (i) IN GENERAL.—To be eligible to
11 withdraw amounts under a joint expendi-
12 ture plan under subparagraph (A), the
13 Pueblos shall submit to the Secretary a
14 joint expenditure plan for any portion of
15 the Acomita Reservoir Works Trust Fund
16 that the Pueblos elect to withdraw pursu-
17 ant to this subparagraph, subject to the
18 condition that the amounts shall be used
19 for the purposes described in subsection
20 (h)(4).

21 (ii) WRITTEN RESOLUTION.—Each re-
22 quest to withdraw amounts under a joint
23 expenditure plan submitted under clause
24 (i) shall be accompanied by a written reso-
25 lution from the Tribal councils of both

1 Pueblos approving the requested use and
2 disbursement of funds.

3 (C) INCLUSIONS.—A joint expenditure
4 plan under this paragraph shall include a de-
5 scription of the manner and purpose for which
6 the amounts proposed to be withdrawn from the
7 Acomita Reservoir Works Trust Fund will be
8 used by the Pueblo or Pueblos to whom the
9 funds will be disbursed, in accordance with sub-
10 section (h)(4).

11 (D) APPROVAL.—The Secretary shall ap-
12 prove a joint expenditure plan submitted under
13 subparagraph (A) if the Secretary determines
14 that the plan—

15 (i) is reasonable; and

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

18 (E) ENFORCEMENT.—The Secretary may
19 carry out such judicial and administrative ac-
20 tions as the Secretary determines to be nec-
21 essary to enforce a joint expenditure plan to en-
22 sure that amounts disbursed under this para-
23 graph are used in accordance with this title.

24 (g) EFFECT OF SECTION.—Nothing in this section
25 gives the Pueblos the right to judicial review of a deter-

1 mination of the Secretary relating to whether to approve
2 a Tribal management plan under paragraph (1) of sub-
3 section (f) or an expenditure plan under paragraph (2)
4 or (3) of that subsection, except under subchapter II of
5 chapter 5, of title 5, United States Code, and chapter 7
6 of title 5, United States Code (commonly known as the
7 “Administrative Procedure Act”).

8 (h) USES.—

9 (1) WATER RIGHTS SETTLEMENT ACCOUNT.—

10 The Water Rights Settlement Account for each
11 Pueblo may only be used for the following purposes:

12 (A) Acquiring water rights or water sup-
13 ply.

14 (B) Planning, permitting, designing, engi-
15 neering, constructing, reconstructing, replacing,
16 rehabilitating, operating, or repairing water
17 production, treatment, or delivery infrastruc-
18 ture, including for domestic and municipal use,
19 on-farm improvements, or wastewater infra-
20 structure.

21 (C) Pueblo Water Rights management and
22 administration.

23 (D) Watershed protection and enhance-
24 ment, support of agriculture, water-related
25 Pueblo community welfare and economic devel-

1 opment, and costs relating to implementation of
2 the Agreement.

3 (E) Environmental compliance in the de-
4 velopment and construction of infrastructure
5 under this title.

6 (2) WATER INFRASTRUCTURE OPERATIONS AND
7 MAINTENANCE TRUST ACCOUNT.—The Water Infra-
8 structure Operations and Maintenance Account for
9 each Pueblo may only be used to pay costs for oper-
10 ation and maintenance of water infrastructure to
11 serve Pueblo domestic, commercial, municipal, and
12 industrial water uses from any water source.

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

19 (4) ACOMITA RESERVOIR WORKS TRUST
20 FUND.—The Acomita Reservoir Works Trust Fund
21 may only be used for planning, permitting, design-
22 ing, engineering, constructing, reconstructing, re-
23 placing, rehabilitating, maintaining, or repairing
24 Acomita reservoir, its dam, inlet works, outlet works,
25 and the North Acomita Ditch from the Acomita Res-

1 ervoir outlet on the Pueblo of Acoma through its ter-
2 minus on the Pueblo of Laguna.

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

8 (j) EXPENDITURE REPORTS.—Each Pueblo shall an-
9 nually submit to the Secretary an expenditure report de-
10 scribing accomplishments and amounts spent from use of
11 withdrawals under a Tribal management plan or an ex-
12 penditure plan under paragraph (1), (2), or (3) of sub-
13 section (f), as applicable.

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

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

21 (m) OPERATION, MAINTENANCE, AND REPLACE-
22 MENT.—All operation, maintenance, and replacement
23 costs of any project constructed using funds from the
24 Pueblo Trust Funds shall be the responsibility of the ap-
25 propriate Pueblo or Pueblos.

1 **SEC. 106. FUNDING.**

2 (a) MANDATORY APPROPRIATIONS.—Out of any
3 money in the Treasury not otherwise appropriated, the
4 Secretary of the Treasury shall transfer to the Secretary
5 the following amounts for the following accounts:

6 (1) PUEBLO OF ACOMA SETTLEMENT TRUST
7 FUND.—

8 (A) THE WATER RIGHTS SETTLEMENT AC-
9 COUNT.—\$296,000,000, to remain available
10 until expended, withdrawn, or reverted to the
11 general fund of the Treasury.

12 (B) THE WATER INFRASTRUCTURE OPER-
13 ATIONS AND MAINTENANCE ACCOUNT.—
14 \$14,000,000, to remain available until ex-
15 pended, withdrawn, or reverted to the general
16 fund of the Treasury.

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

21 (2) PUEBLO OF LAGUNA SETTLEMENT TRUST
22 FUND.—

23 (A) THE WATER RIGHTS SETTLEMENT AC-
24 COUNT.—\$464,000,000, to remain available
25 until expended, withdrawn, or reverted to the
26 general fund of the Treasury.

1 (B) THE WATER INFRASTRUCTURE OPER-
2 ATIONS AND MAINTENANCE ACCOUNT.—
3 \$26,000,000, to remain available until ex-
4 pended, withdrawn, or reverted to the general
5 fund of the Treasury.

6 (C) THE FEASIBILITY STUDIES SETTLE-
7 MENT ACCOUNT.—\$3,250,000, to remain avail-
8 able until expended, withdrawn, or reverted to
9 the general fund of the Treasury.

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

14 (b) FLUCTUATIONS IN COSTS.—

15 (1) IN GENERAL.—The amounts appropriated
16 under subsection (a) shall be increased or decreased,
17 as appropriate, by such amounts as may be justified
18 by reason of ordinary fluctuations in costs, as indi-
19 cated by the Bureau of Reclamation Construction
20 Cost Index–Composite Trend.

21 (2) CONSTRUCTION COSTS ADJUSTMENT.—The
22 amounts appropriated under subsection (a) shall be
23 adjusted to address construction cost changes nec-
24 essary to account for unforeseen market volatility
25 that may not otherwise be captured by engineering

1 cost indices, as determined by the Secretary, includ-
2 ing repricing applicable to the types of construction
3 and current industry standards involved.

4 (3) REPETITION.—The adjustment process
5 under this subsection shall be repeated for each sub-
6 sequent amount appropriated until the applicable
7 amount, as adjusted, has been appropriated.

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

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

15 (1) \$23,500,000, as adjusted for inflation pur-
16 suant to the Agreement, for the Joint Grants-Milan
17 Project for Water Re-Use, Water Conservation and
18 Augmentation of the Rio San José, the Village of
19 Milan Projects Fund, and the City of Grants
20 Projects Fund;

21 (2) \$12,000,000, as adjusted for the inflation
22 pursuant to the Agreement, for Signatory Acequias
23 Projects and Offset Projects Fund for the Associa-
24 tion of Community Ditches of the Rio San José; and

1 (3) \$500,000, as adjusted for inflation pursu-
2 ant to the Agreement, to mitigate impairment to
3 non-Pueblo domestic and livestock groundwater
4 rights as a result of new Pueblo water use.

5 **SEC. 107. ENFORCEABILITY DATE.**

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

9 (1) to the extent that the Agreement conflicts
10 with this title, the Agreement has been amended to
11 conform with this title;

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

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

18 (4) the State has—

19 (A) provided the funding under section
20 106(c)(3) into appropriate funding accounts;

21 (B) provided the funding under paragraphs
22 (1) and (2) of section 106(c) into appropriate
23 funding accounts or entered into funding agree-
24 ments with the intended beneficiaries for fund-
25 ing under those paragraphs of that section; and

1 (C) enacted legislation to amend State law
2 to provide that a Pueblo Water Right may be
3 leased for a term not to exceed 99 years, in-
4 cluding renewals;

5 (5) the Decree Court has approved the Agree-
6 ment and has entered a Partial Final Judgment and
7 Decree; and

8 (6) the waivers and releases under section 108
9 have been executed by the Pueblos and the Sec-
10 retary.

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

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

20 (1) water rights within the Rio San José
21 Stream System that the Pueblos, or the United
22 States acting as trustee for the Pueblos, asserted or
23 could have asserted in any proceeding, including the
24 Adjudication, on or before the Enforceability Date,

1 except to the extent that such rights are recognized
2 in the Agreement and this title; and

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

13 (b) WAIVERS AND RELEASES OF CLAIMS BY PUEB-
14 LOS AGAINST UNITED STATES.—Subject to the reserva-
15 tion of rights and retention of claims under subsection (d),
16 the Pueblos shall execute a waiver and release of all claims
17 against the United States (including any agency or em-
18 ployee of the United States) first arising before the En-
19 forceability Date relating to—

20 (1) water rights within the Rio San José
21 Stream System that the United States, acting as
22 trustee for the Pueblos, asserted or could have as-
23 serted in any proceeding, including the Adjudication,
24 except to the extent that such rights are recognized
25 as part of the Pueblo Water Rights under this title;

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

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

15 (4) a failure to provide operation, maintenance,
16 or deferred maintenance for any irrigation system or
17 irrigation project within the Rio San José Stream
18 System;

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

22 (6) damage, loss, or injury to water, water
23 rights, land, or natural resources due to construc-
24 tion, operation, and management of irrigation
25 projects on Pueblo Land (including damages, losses,

1 or injuries to fish habitat, wildlife, and wildlife habi-
2 tat) within the Rio San José Stream System;

3 (7) a failure to provide a dam safety improve-
4 ment to a dam on Pueblo Land within the Rio San
5 José Stream System;

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

9 (9) the negotiation, execution, or adoption of
10 the Agreement (including attachments) and this
11 title.

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

15 (d) RESERVATION OF RIGHTS AND RETENTION OF
16 CLAIMS.—Notwithstanding the waivers and releases under
17 subsections (a) and (b), the Pueblos and the United
18 States, acting as trustee for the Pueblos, shall retain all
19 claims relating to—

20 (1) the enforcement of, or claims accruing after
21 the Enforceability Date relating to, water rights rec-
22 ognized under the Agreement, this title, or the Par-
23 tial Final Judgment and Decree entered in the Ad-
24 judication;

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

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

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

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

12 (D) any regulations implementing the Acts
13 described in subparagraphs (A) through (C);

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

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

20 (5) all claims for water rights, and claims for
21 injury to water rights, in basins other than the Rio
22 San José Stream System, subject to article 8.5 of
23 the Agreement with respect to the claims of the
24 Pueblo of Laguna for water rights in the Rio Puerco

1 Basin and the claims of the Pueblo of Acoma for
2 water rights in the Rio Salado Basin;

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

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

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

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

14 (2) affects the ability of the United States, as
15 a sovereign, to carry out any activity authorized by
16 law, including—

17 (A) the Comprehensive Environmental Re-
18 sponse, Compensation, and Liability Act of
19 1980 (42 U.S.C. 9601 et seq.);

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

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

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

3 (E) any regulations implementing the Acts
4 described in subparagraphs (A) through (D);

5 (3) affects the ability of the United States to
6 act as trustee for the Pueblos (consistent with this
7 title), any other pueblo or Indian Tribe, or an Allot-
8 tee of any Indian Tribe;

9 (4) confers jurisdiction on any State court—

10 (A) to interpret Federal law relating to
11 health, safety, or the environment;

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

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

17 (5) waives any claim of a member of a Pueblo
18 in an individual capacity that does not derive from
19 a right of the Pueblos.

20 (f) TOLLING OF CLAIMS.—

21 (1) IN GENERAL.—Each applicable period of
22 limitation and time-based equitable defense relating
23 to a claim described in this section shall be tolled for
24 the period beginning on the date of enactment of
25 this Act and ending on the Enforceability Date.

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

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

9 (g) EXPIRATION.—

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

14 (A) July 1, 2030; or

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

18 (2) CONSEQUENCES.—If this title expires under
19 paragraph (1)—

20 (A) the waivers and releases under sub-
21 sections (a) and (b) shall—

22 (i) expire; and

23 (ii) have no further force or effect;

1 (B) the authorization, ratification, con-
2 firmation, and execution of the Agreement
3 under section 103 shall no longer be effective;

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

7 (D) any unexpended Federal funds appro-
8 priated or made available to carry out the ac-
9 tivities authorized by this title, together with
10 any interest earned on those funds, and any
11 water rights or contracts to use water and title
12 to other property acquired or constructed with
13 Federal funds appropriated or made available
14 to carry out the activities authorized by this
15 title, shall be returned to the Federal Govern-
16 ment, unless otherwise agreed to by the Pueblos
17 and the United States and approved by Con-
18 gress; and

19 (E) except for Federal funds used to ac-
20 quire or construct property that is returned to
21 the Federal Government under subparagraph
22 (D), the United States shall be entitled to offset
23 any Federal funds made available to carry out
24 this title that were expended or withdrawn, or
25 any funds made available to carry out this title

1 from other Federal authorized sources, together
 2 with any interest accrued on those funds,
 3 against any claims against the United States—

4 (i) relating to—

5 (I) water rights in the State as-
 6 serted by—

7 (aa) the Pueblos; or

8 (bb) any user of the Pueblo
 9 Water Rights; or

10 (II) any other matter covered by
 11 subsection (b); or

12 (ii) in any future settlement of water
 13 rights of the Pueblos.

14 **SEC. 109. SATISFACTION OF CLAIMS.**

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

20 **SEC. 110. CONSENT OF UNITED STATES TO JURISDICTION**
 21 **FOR JUDICIAL REVIEW OF A PUEBLO WATER**
 22 **RIGHT PERMIT DECISION.**

23 (a) CONSENT.—On the Enforceability Date, the con-
 24 sent of the United States is hereby given, with the consent
 25 of each Pueblo under article 11.5 of the Agreement, to

1 jurisdiction in the District Court for the Thirteenth Judi-
2 cial District of the State of New Mexico, and in the New
3 Mexico Court of Appeals and the New Mexico Supreme
4 Court on appeal therefrom in the same manner as pro-
5 vided under New Mexico law, over an action filed in such
6 District Court by any party to a Pueblo Water Rights Per-
7 mit administrative proceeding under article 11.4 of the
8 Agreement for the limited and sole purpose of judicial re-
9 view of a Pueblo Water Right Permit decision under arti-
10 cle 11.5 of the Agreement.

11 (b) LIMITATION.—The consent of the United States
12 under this title is limited to judicial review, based on the
13 record developed through the administrative process of the
14 Pueblo, under a standard of judicial review limited to de-
15 termining whether the Pueblo decision on the application
16 for Pueblo Water Right Permit—

17 (1) is supported by substantial evidence;

18 (2) is not arbitrary, capricious, or contrary to
19 law;

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

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

24 (c) PUEBLO WATER CODE AND INTERPRETATION.—

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

6 (2) PROVISIONS OF THE PUEBLO WATER
7 CODE.—To the extent that a State court conducting
8 judicial review under this section must interpret pro-
9 visions of Pueblo law that are not express provisions
10 of the Pueblo Water Code, the State court shall cer-
11 tify the question of interpretation to the Pueblo
12 court.

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

16 (4) LIMITATION.—Nothing in this section limits
17 the jurisdiction of the Decree Court to interpret and
18 enforce the Agreement.

19 **SEC. 111. MISCELLANEOUS PROVISIONS.**

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

23 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
24 Nothing in this title quantifies or diminishes any land or
25 water right, or any claim or entitlement to land or water,

1 of an Indian Tribe, band, or community other than the
2 Pueblos.

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

6 (d) EFFECT ON CURRENT LAW.—Nothing in this
7 title affects any provision of law (including regulations)
8 in effect on the day before the date of enactment of this
9 Act with respect to pre-enforcement review of any Federal
10 environmental enforcement action.

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

13 **SEC. 112. ANTIDEFICIENCY.**

14 The United States shall not be liable for any failure
15 to carry out any obligation or activity authorized by this
16 title, including any obligation or activity under the Agree-
17 ment, if adequate appropriations are not provided ex-
18 pressly by Congress to carry out the purposes of this title.

19 **TITLE II—PUEBLOS OF JEMEZ**
20 **AND ZIA WATER RIGHTS SET-**
21 **TLEMENT**

22 **SEC. 201. PURPOSES.**

23 The purposes of this title are—

24 (1) to achieve a fair, equitable, and final settle-
25 ment of all claims to water rights in the Jemez

1 River Stream System in the State of New Mexico
2 for—

3 (A) the Pueblo of Jemez;

4 (B) the Pueblo of Zia; and

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

7 (2) to authorize, ratify, and confirm the Agree-
8 ment entered into by the Pueblos, the State, and
9 various other parties to the extent that the Agree-
10 ment is consistent with this title;

11 (3) to authorize and direct the Secretary—

12 (A) to execute the Agreement; and

13 (B) to take any other actions necessary to
14 carry out the Agreement in accordance with
15 this title; and

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

18 **SEC. 202. DEFINITIONS.**

19 In this title:

20 (1) ADJUDICATION.—The term “Adjudication”
21 means the adjudication of water rights pending be-
22 fore the United States District Court for the Dis-
23 trict of New Mexico: United States of America, on
24 its own behalf, and on behalf of the Pueblos of
25 Jemez, Santa Ana, and Zia, State of New Mexico,

1 ex rel. State Engineer, Plaintiffs, and Pueblos of
2 Jemez, Santa Ana, and Zia, Plaintiffs-in-Interven-
3 tion v. Tom Abousleman, et al., Defendants, Civil
4 No. 83-cv-01041 (KR).

5 (2) AGREEMENT.—The term “Agreement”
6 means—

7 (A) the document entitled “Pueblos of
8 Jemez and Zia Water Rights Settlement Agree-
9 ment” and dated May 11, 2022, and the appen-
10 dices and exhibits attached thereto; and

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

16 (3) ENFORCEABILITY DATE.—The term “En-
17 forceability Date” means the date described in sec-
18 tion 207.

19 (4) JEMEZ RIVER STREAM SYSTEM.—The term
20 “Jemez River Stream System” means the geo-
21 graphic extent of the area involved in the Adjudica-
22 tion.

23 (5) PARTIAL FINAL JUDGMENT AND DECREE.—
24 The term “Partial Final Judgment and Decree”
25 means a final or interlocutory partial final judgment

1 and decree entered by the United States District
2 Court for the District of New Mexico with respect
3 to the water rights of the Pueblos—

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

7 (B) from which no further appeal may be
8 taken.

9 (6) PUEBLO.—The term “Pueblo” means either
10 of—

11 (A) the Pueblo of Jemez; or

12 (B) the Pueblo of Zia.

13 (7) PUEBLO LAND.—The term “Pueblo Land”
14 means any real property that is—

15 (A) held by the United States in trust for
16 a Pueblo within the Jemez River Stream Sys-
17 tem;

18 (B) owned by a Pueblo within the Jemez
19 River Stream System before the date on which
20 a court approves the Agreement; or

21 (C) acquired by a Pueblo on or after the
22 date on which a court approves the Agreement
23 if the real property—

24 (i) is located within the exterior
25 boundaries of the Pueblo, as recognized

1 and confirmed by a patent issued under
2 the Act of December 22, 1858 (11 Stat.
3 374, chapter V);

4 (ii) is located within the exterior
5 boundaries of any territory set aside for a
6 Pueblo by law, executive order, or court
7 decree;

8 (iii) is owned by a Pueblo or held by
9 the United States in trust for the benefit
10 of a Pueblo outside the Jemez River
11 Stream System that is located within the
12 exterior boundaries of the Pueblo, as rec-
13 ognized and confirmed by a patent issued
14 under the Act of December 22, 1858 (11
15 Stat. 374, chapter V); or

16 (iv) is located within the exterior
17 boundaries of any real property located
18 outside the Jemez River Stream System
19 set aside for a Pueblo by law, executive
20 order, or court decree if the land is within
21 or contiguous to land held by the United
22 States in trust for the Pueblo as of June
23 1, 2022.

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

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

3 (B) the Pueblo of Zia Settlement Trust
 4 Fund established under that section.

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

8 (A) as identified in the Agreement and sec-
 9 tion 204; and

10 (B) as confirmed in the Partial Final
 11 Judgment and Decree.

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

13 (A) the Pueblo of Jemez; and

14 (B) the Pueblo of Zia.

15 (11) SECRETARY.—The term “Secretary”
 16 means the Secretary of the Interior.

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

21 **SEC. 203. RATIFICATION OF AGREEMENT.**

22 (a) RATIFICATION.—

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

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

3 (2) AMENDMENTS.—If an amendment to the
4 Agreement, or to any appendix or exhibit attached
5 to the Agreement requiring the signature of the Sec-
6 retary, is executed in accordance with this title to
7 make the Agreement consistent with this title, the
8 amendment is authorized, 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 appendices or
13 exhibits to, or parts of, the Agreement requiring the
14 signature of 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 appendix or exhibit to the Agree-
19 ment, that is consistent with this title, to the extent
20 that the modification does not otherwise require con-
21 gressional approval under section 2116 of the Re-
22 vised Statutes (25 U.S.C. 177) or any other applica-
23 ble 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 this sub-
13 section 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. 204. 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.—State-
5 law based water rights acquired by a Pueblo, or by
6 the United States on behalf of a Pueblo, after the
7 date for inclusion in the Partial Final Judgment and
8 Decree, shall not be subject to forfeiture, abandon-
9 ment, or permanent alienation from the time they
10 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) AUTHORITY OF THE PUEBLOS.—

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

20 (2) USE OFF PUEBLO LAND.—The Pueblos may
21 allocate, distribute, and lease the Pueblo Water
22 Rights for use off Pueblo Land in accordance with
23 the Agreement, this title, and applicable Federal
24 law, subject to the approval of the Secretary.

25 (e) ADMINISTRATION.—

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

4 (2) PURCHASES OR GRANTS OF LAND FROM IN-
5 DIANS.—An authorization provided by this title for
6 the allocation, distribution, leasing, or other ar-
7 rangement entered into pursuant to this title shall
8 be considered to satisfy any requirement for author-
9 ization of the action required by Federal law.

10 (3) PROHIBITION ON FORFEITURE.—The non-
11 use of all or any portion of the Pueblo Water Rights
12 by any water user shall not result in the forfeiture,
13 abandonment, relinquishment, or other loss of all or
14 any portion of the Pueblo Water Rights.

15 **SEC. 205. SETTLEMENT TRUST FUNDS.**

16 (a) ESTABLISHMENT.—The Secretary shall establish
17 2 trust funds, to be known as the “Pueblo of Jemez Settle-
18 ment Trust Fund” and the “Pueblo of Zia Settlement
19 Trust Fund”, to be managed, invested, and distributed by
20 the Secretary and to remain available until expended,
21 withdrawn, or reverted to the general fund of the Treas-
22 ury, consisting of the amounts deposited in the Pueblo
23 Trust Funds under subsection (b), together with any in-
24 vestment earnings, including interest, earned on those
25 amounts for the purpose of carrying out this title.

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

4 (c) MANAGEMENT AND INTEREST.—

5 (1) MANAGEMENT.—On receipt and deposit of
6 funds into the Pueblo Trust Funds under subsection
7 (b), the Secretary shall manage, invest, and dis-
8 tribute all amounts in the Pueblo Trust Funds in a
9 manner that is consistent with the investment au-
10 thority of the Secretary under—

11 (A) the first section of the Act of June 24,
12 1938 (25 U.S.C. 162a);

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

16 (C) this subsection.

17 (2) INVESTMENT EARNINGS.—In addition to
18 the deposits made to each Pueblo Trust Fund under
19 subsection (b), any investment earnings, including
20 interest, earned on those amounts held in each
21 Pueblo Trust Fund are authorized to be used in ac-
22 cordance with subsections (e) and (g).

23 (d) AVAILABILITY OF AMOUNTS.—

24 (1) IN GENERAL.—Amounts appropriated to,
25 and deposited in, each Pueblo Trust Fund, including

1 any investment earnings (including interest) earned
2 on those amounts, shall be made available to each
3 Pueblo by the Secretary beginning on the Enforce-
4 ability Date, subject to the requirements of this sec-
5 tion, except for funds to be made available to the
6 Pueblos pursuant to paragraph (2).

7 (2) USE OF FUNDS.—Notwithstanding para-
8 graph (1), \$25,000,000 of the amounts deposited in
9 each Pueblo Trust Fund shall be available to the ap-
10 propriate Pueblo for—

11 (A) developing economic water develop-
12 ment plans;

13 (B) preparing environmental compliance
14 documents;

15 (C) preparing water project engineering
16 designs;

17 (D) establishing and operating a water re-
18 source department;

19 (E) installing supplemental irrigation
20 groundwater wells; and

21 (F) developing water measurement and re-
22 porting water use plans.

23 (e) 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 the Pueblo
6 Trust Fund on approval by the Secretary of a
7 Tribal management plan submitted by the
8 Pueblo in accordance with the American Indian
9 Trust Fund Management Reform Act of 1994
10 (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 Fund of the Pueblo under subparagraph
4 (A) are used 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), each Pueblo shall sub-
14 mit to the Secretary an expenditure plan for
15 any portion of the Pueblo Trust Fund that the
16 Pueblo elects to withdraw pursuant to that sub-
17 paragraph, subject to the condition that the
18 amounts shall be used for the purposes de-
19 scribed in this 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 (g).

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

1 (g) USES.—Amounts from a Pueblo Trust Fund may
2 only be used by the appropriate Pueblo for the following
3 purposes:

4 (1) Planning, permitting, designing, engineer-
5 ing, constructing, reconstructing, replacing, rehabili-
6 tating, operating, or repairing water production,
7 treatment, or delivery infrastructure, including for
8 domestic and municipal use, on-farm improvements,
9 or wastewater infrastructure.

10 (2) Watershed protection and enhancement,
11 support of agriculture, water-related Pueblo commu-
12 nity welfare and economic development, and costs
13 related to implementation of the Agreement.

14 (3) Planning, permitting, designing, engineer-
15 ing, construction, reconstructing, replacing, rehabili-
16 tating, operating, or repairing water production of
17 delivery infrastructure of the Augmentation Project,
18 as set forth in the Agreement.

19 (4) Ensuring environmental compliance in the
20 development and construction of projects under this
21 title.

22 (5) The management and administration of the
23 Pueblo Water Rights.

24 (h) LIABILITY.—The Secretary and the Secretary of
25 the Treasury shall not be liable for the expenditure or in-

1 vestment of any amounts withdrawn from a Pueblo Trust
2 Fund by a Pueblo under paragraph (1) or (2) of sub-
3 section (e).

4 (i) EXPENDITURE REPORTS.—Each Pueblo shall an-
5 nually submit to the Secretary an expenditure report de-
6 scribing accomplishments and amounts spent from use of
7 withdrawals under a Tribal management plan or an ex-
8 penditure plan under paragraph (1) or (2) of subsection
9 (e), as applicable.

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

13 (k) TITLE TO INFRASTRUCTURE.—Title to, control
14 over, and operation of any project constructed using funds
15 from a Pueblo Trust Fund shall remain in the appropriate
16 Pueblo.

17 (l) OPERATION, MAINTENANCE, AND REPLACE-
18 MENT.—All operation, maintenance, and replacement
19 costs of any project constructed using funds from a Pueblo
20 Trust Fund shall be the responsibility of the appropriate
21 Pueblo.

22 **SEC. 206. FUNDING.**

23 (a) MANDATORY APPROPRIATION.—Out of any
24 money in the Treasury not otherwise appropriated, the

1 Secretary of the Treasury shall transfer to the Sec-
2 retary—

3 (1) for deposit in the Pueblo of Jemez Settle-
4 ment Trust Fund established under section 205(a)
5 \$290,000,000, to remain available until expended,
6 withdrawn, or reverted to the general fund of the
7 Treasury; and

8 (2) for deposit in the Pueblo of Zia Settlement
9 Trust Fund established under that section
10 \$200,000,000, to remain available until expended,
11 withdrawn, or reverted to the general fund of the
12 Treasury.

13 (b) FLUCTUATION IN COSTS.—

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

20 (2) CONSTRUCTION COSTS ADJUSTMENT.—The
21 amount appropriated under subsection (a) shall be
22 adjusted to address construction cost changes nec-
23 essary to account for unforeseen market volatility
24 that may not otherwise be captured by engineering
25 cost indices, as determined by the Secretary, includ-

1 ing repricing applicable to the types of construction
2 and current industry standards involved.

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

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

12 (c) STATE COST SHARE.—The State shall con-
13 tribute—

14 (1) \$3,400,000, as adjusted for inflation pursu-
15 ant to the Agreement, to the San Ysidro Community
16 Ditch Association for capital and operating expenses
17 of the mutual benefit Augmentation Project;

18 (2) \$16,159,000, as adjusted for inflation pur-
19 suant to the Agreement, for Jemez River Basin
20 Water Users Coalition acequia ditch improvements;
21 and

22 (3) \$500,000, as adjusted for inflation, to miti-
23 gate impairment to non-Pueblo domestic and live-
24 stock groundwater rights as a result of new Pueblo
25 water use.

1 **SEC. 207. ENFORCEABILITY DATE.**

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

5 (1) to the extent that the Agreement conflicts
6 with this title, the Agreement has been amended to
7 conform with this title;

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

11 (3) the United States District Court for the
12 District of New Mexico has approved the Agreement
13 and has entered a Partial Final Judgment and De-
14 cree;

15 (4) all of the amounts appropriated under sec-
16 tion 206 have been appropriated and deposited in
17 the designated accounts of the applicable Pueblo
18 Trust Fund;

19 (5) the State has—

20 (A) provided the funding under section
21 206(c)(2) into appropriate funding accounts;

22 (B) provided the funding under section
23 206(c)(1) or entered into a funding agreement
24 with the intended beneficiaries for that funding;
25 and

1 (C) enacted legislation to amend State law
 2 to provide that a Pueblo Water Right may be
 3 leased for a term of not to exceed 99 years, in-
 4 cluding renewals;

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

8 (7) the waivers and releases under section 208
 9 have been executed by the Pueblos and the Sec-
 10 retary.

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

12 (a) WAIVERS AND RELEASES OF CLAIMS BY PUEB-
 13 LOS AND UNITED STATES AS TRUSTEE FOR PUEBLOS.—
 14 Subject to the reservation of rights and retention of claims
 15 under subsection (d), as consideration for recognition of
 16 the Pueblo Water Rights and other benefits described in
 17 the Agreement and this title, the Pueblos and the United
 18 States, acting as trustee for the Pueblos, shall execute a
 19 waiver and release of all claims for—

20 (1) water rights within the Jemez River Stream
 21 System that the Pueblos, or the United States act-
 22 ing as trustee for the Pueblos, asserted or could
 23 have asserted in any proceeding, including the Adju-
 24 dication, on or before the Enforceability Date, ex-

1 cept to the extent that such a right is recognized in
2 the Agreement and this title; and

3 (2) damages, losses, or injuries to water rights
4 or claims of interference with, diversion of, or taking
5 of water rights (including claims for injury to land
6 resulting from such damages, losses, injuries, inter-
7 ference, diversion, or taking of water rights) in the
8 Jemez River Stream System against any party to a
9 settlement, including the members and parciantes of
10 signatory acequias, that accrued at any time up to
11 and including the Enforceability Date.

12 (b) WAIVERS AND RELEASES OF CLAIMS BY PUEB-
13 LOS AGAINST UNITED STATES.—Subject to the reserva-
14 tion of rights and retention of claims under subsection (d),
15 each Pueblo shall execute a waiver and release of all claims
16 against the United States (including any agency or em-
17 ployee of the United States) for water rights within the
18 Jemez River Stream System first arising before the En-
19 forceability Date relating to—

20 (1) water rights within the Jemez River Stream
21 System that the United States, acting as trustee for
22 the Pueblos, asserted or could have asserted in any
23 proceeding, including the Adjudication, except to the
24 extent that such rights are recognized as part of the
25 Pueblo Water Rights under this title;

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

5 (3) damage, loss, or injury to water, water
6 rights, land, or natural resources due to loss of
7 water or water rights (including damages, losses, or
8 injuries to hunting, fishing, gathering, or cultural
9 rights due to loss of water or water rights, claims
10 relating to interference with, diversion of, or taking
11 of water, or claims relating to a failure to protect,
12 acquire, replace, or develop water, water rights, or
13 water infrastructure) within the Jemez River Stream
14 System;

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

18 (5) damage, loss, or injury to water, water
19 rights, land, or natural resources due to construc-
20 tion, operation, and management of irrigation
21 projects on Pueblo Land or Federal land (including
22 damages, losses, or injuries to fish habitat, wildlife,
23 and wildlife habitat) within the Jemez River Stream
24 System;

1 (6) a failure to provide for operation, mainte-
2 nance, or deferred maintenance for any irrigation
3 system or irrigation project within the Jemez River
4 Stream System;

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

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

11 (9) the negotiation, execution, or adoption of
12 the Agreement (including exhibits or appendices)
13 and this title.

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

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

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

1 tial Final Judgment and Decree entered into in the
2 Adjudication;

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

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

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

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

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

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

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

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

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

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

5 (1) reduces or extends the sovereignty (includ-
6 ing civil and criminal jurisdiction) of any govern-
7 ment entity;

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

11 (A) the Comprehensive Environmental Re-
12 sponse, Compensation, and Liability Act of
13 1980 (42 U.S.C. 9601 et seq.);

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

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

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

21 (E) any regulations implementing the Acts
22 described in subparagraphs (A) though (D);

23 (3) affects the ability of the United States to
24 act as trustee for the Pueblos (consistent with this

1 title), any other pueblo or Indian Tribe, or an allot-
2 tee of any Indian Tribe;

3 (4) confers jurisdiction on any State court—

4 (A) to interpret Federal law relating to
5 health, safety, or the environment;

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

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

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

12 (5) waives any claim of a member of a Pueblo
13 in an individual capacity that does not derive from
14 a right of the Pueblos.

15 (f) TOLLING OF CLAIMS.—

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

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

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

5 (g) EXPIRATION.—

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

10 (A) July 1, 2030; or

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

14 (2) CONSEQUENCES.—If this title expires under
15 paragraph (1)—

16 (A) the waivers and releases under sub-
17 sections (a) and (b) shall—

18 (i) expire; and

19 (ii) have no further force or effect;

20 (B) the authorization, ratification, con-
21 firmation, and execution of the Agreement
22 under section 203 shall no longer be effective;

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

1 (D) any unexpended Federal funds appro-
2 priated or made available to carry out the ac-
3 tivities authorized by this title, together with
4 any interest earned on those funds, and any
5 water rights or contracts to use water and title
6 to other property acquired or constructed with
7 Federal funds appropriated or made available
8 to carry out the activities authorized by this
9 title shall be returned to the Federal Govern-
10 ment, unless otherwise agreed to by the Pueblos
11 and the United States and approved by Con-
12 gress; and

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

23 (i) relating to—

24 (I) water rights in the State as-
25 serted by—

- 1 (aa) the Pueblos; or
2 (bb) any user of the Pueblo
3 Water Rights; or
4 (II) any other matter covered by
5 subsection (b); or
6 (ii) in any future settlement of water
7 rights of the Pueblos.

8 **SEC. 209. SATISFACTION OF CLAIMS.**

9 The benefits provided under this title shall be in com-
10 plete replacement of, complete substitution for, and full
11 satisfaction of any claim of the Pueblos against the United
12 States that are waived and released by the Pueblos pursu-
13 ant to section 208(b).

14 **SEC. 210. MISCELLANEOUS PROVISIONS.**

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

18 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
19 Nothing in this title quantifies or diminishes any land or
20 water right, or any claim or entitlement to land or water,
21 of an Indian Tribe, band, or community other than the
22 Pueblos.

23 (c) EFFECT ON CURRENT LAW.—Nothing in this
24 title affects any provision of law (including regulations)
25 in effect on the day before the date of enactment of this

1 Act with respect to pre-enforcement review of any Federal
2 environmental enforcement action.

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

5 **SEC. 211. ANTIDEFICIENCY.**

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

○