

117TH CONGRESS  
2D SESSION

**S.** \_\_\_\_\_

To approve the settlement of water rights claims of the Pueblos of Jemez and Zia in the State of New Mexico, and for other purposes.

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IN THE SENATE OF THE UNITED STATES

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Mr. HEINRICH introduced the following bill; which was read twice and referred to the Committee on \_\_\_\_\_

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**A BILL**

To approve the settlement of water rights claims of the Pueblos of Jemez and Zia 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 “Pueblos of Jemez and Zia Water Rights Settlement Act  
6 of 2022”.

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

- Sec. 1. Short title; table of contents.
- Sec. 2. Purposes.
- Sec. 3. Definitions.

- Sec. 4. Ratification of Agreement.
- Sec. 5. Pueblo Water Right.
- Sec. 6. Settlement trust funds.
- Sec. 7. Funding.
- Sec. 8. Waivers and releases of claims.
- Sec. 9. Satisfaction of claims.
- Sec. 10. Enforceability date.
- Sec. 11. Miscellaneous provisions.
- Sec. 12. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-  
4 ment of all claims to water rights in the Jemez  
5 River Stream System in the State of New Mexico  
6 for—

7 (A) the Pueblo of Jemez;

8 (B) the Pueblo of Zia; and

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

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 extent that the Agree-  
14 ment is consistent with this Act;

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 Act; and

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

1 **SEC. 3. DEFINITIONS.**

2 In this Act:

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

13 (2) **AGREEMENT.**—The term “Agreement”  
14 means—

15 (A) the document entitled “Pueblos of  
16 Jemez and Zia Water Rights Settlement Agree-  
17 ment” and dated May 11, 2022, and the appen-  
18 dices and exhibits attached thereto; and

19 (B) any amendment to the document re-  
20 ferred to in subparagraph (A) (including an  
21 amendment to an appendix or exhibit) that is  
22 executed to ensure that the Agreement is con-  
23 sistent with this Act.

24 (3) **ENFORCEABILITY DATE.**—The term “En-  
25 forceability Date” means the date described in sec-  
26 tion 10.

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

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

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

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

16          (6) PUEBLO.—The term “Pueblo” means either  
17          of—

18                   (A) the Pueblo of Jemez; or

19                   (B) the Pueblo of Zia.

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

22                   (A) held by the United States in trust for  
23                   a Pueblo within the Jemez River Stream Sys-  
24                   tem;

1 (B) owned by a Pueblo within the Jemez  
2 River Stream System before the date on which  
3 a court approves the Agreement; or

4 (C) acquired by a Pueblo on or after the  
5 date on which a court approves the Agreement  
6 if the real property—

7 (i) is located within the exterior  
8 boundaries of the Pueblo, as recognized  
9 and confirmed by a patent issued under  
10 the Act of December 22, 1858 (11 Stat.  
11 374, chapter V);

12 (ii) is located within the exterior  
13 boundaries of any territory set aside for a  
14 Pueblo by law, executive order, or court  
15 decree;

16 (iii) is owned by a Pueblo or held by  
17 the United States in trust for the benefit  
18 of a Pueblo outside the Jemez River  
19 Stream System that is located within the  
20 exterior boundaries of the Pueblo, as rec-  
21 ognized and confirmed by a patent issued  
22 under the Act of December 22, 1858 (11  
23 Stat. 374, chapter V); or

24 (iv) is located within the exterior  
25 boundaries of any real property located

1 outside the Jemez River Stream System  
2 set aside for a Pueblo by law, executive  
3 order, or court decree if the land is within  
4 or contiguous to land held by the United  
5 States in trust for the Pueblo as of June  
6 1, 2022.

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

9 (A) the Pueblo of Jemez Settlement Trust  
10 Fund established under section 6(a); and

11 (B) the Pueblo of Zia Settlement Trust  
12 Fund established under that section.

13 (9) PUEBLO WATER RIGHT.—The term “Pueblo  
14 Water Right” means the water right of a Pueblo—

15 (A) as identified in the Agreement and sec-  
16 tion 5 of this Act; and

17 (B) as confirmed in the Partial Final  
18 Judgment and Decree.

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

20 (A) the Pueblo of Jemez; and

21 (B) the Pueblo of Zia.

22 (11) SECRETARY.—The term “Secretary”  
23 means the Secretary of the Interior.

24 (12) STATE.—The term “State” means the  
25 State of New Mexico and all officers, agents, depart-

1       ments, and political subdivisions of the State of New  
2       Mexico.

3       **SEC. 4. RATIFICATION OF AGREEMENT.**

4       (a) RATIFICATION.—

5           (1) IN GENERAL.—Except as modified by this  
6       Act and to the extent that the Agreement does not  
7       conflict with this Act, the Agreement is authorized,  
8       ratified, and confirmed.

9           (2) AMENDMENTS.—If an amendment to the  
10      Agreement, or to any appendix or exhibit attached  
11      to the Agreement requiring the signature of the Sec-  
12      retary, is executed in accordance with this Act to  
13      make the Agreement consistent with this Act, the  
14      amendment is authorized, ratified, and confirmed.

15      (b) EXECUTION.—

16           (1) IN GENERAL.—To the extent the Agreement  
17      does not conflict with this Act, the Secretary shall  
18      execute the Agreement, including all appendices or  
19      exhibits to, or parts of, the Agreement requiring the  
20      signature of the Secretary.

21           (2) MODIFICATIONS.—Nothing in this Act pro-  
22      hibits the Secretary, after execution of the Agree-  
23      ment, from approving any modification to the Agree-  
24      ment, including an appendix or exhibit to the Agree-  
25      ment, that is consistent with this Act, to the extent

1 that the modification does not otherwise require con-  
2 gressional approval under section 2116 of the Re-  
3 vised Statutes (25 U.S.C. 177) or any other applica-  
4 ble provision of Federal law.

5 (c) ENVIRONMENTAL COMPLIANCE.—

6 (1) IN GENERAL.—In implementing the Agree-  
7 ment and this Act, the Secretary shall comply  
8 with—

9 (A) the Endangered Species Act of 1973  
10 (16 U.S.C. 1531 et seq.);

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

14 (C) all other applicable Federal environ-  
15 mental laws and regulations.

16 (2) COMPLIANCE.—

17 (A) IN GENERAL.—In implementing the  
18 Agreement and this Act, the Pueblos shall pre-  
19 pare any necessary environmental documents,  
20 consistent with—

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

23 (ii) the National Environmental Policy  
24 Act of 1969 (42 U.S.C. 4321 et seq.), in-



1 cluding the implementing regulations of  
2 that Act; and

3 (iii) all other applicable Federal envi-  
4 ronmental laws and regulations.

5 (B) AUTHORIZATIONS.—The Secretary  
6 shall—

7 (i) independently evaluate the docu-  
8 mentation required under subparagraph  
9 (A); and

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

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

17 (4) COSTS.—Any costs associated with the per-  
18 formance of the compliance activities under this sub-  
19 section shall be paid from funds deposited in the  
20 Pueblo Trust Funds, subject to the condition that  
21 any costs associated with the performance of Federal  
22 approval or other review of such compliance work or  
23 costs associated with inherently Federal functions  
24 shall remain the responsibility of the Secretary.

1 **SEC. 5. PUEBLO WATER RIGHT.**

2 (a) TRUST STATUS OF THE PUEBLO WATER  
3 RIGHT.—The Pueblo Water Right shall be held in trust  
4 by the United States on behalf of the Pueblos in accord-  
5 ance with the Agreement and this Act.

6 (b) FORFEITURE AND ABANDONMENT.—The Pueblo  
7 Water Right shall not be subject to loss through non-use,  
8 forfeiture, abandonment, or other operation of law.

9 (c) USE.—Any use of the Pueblo Water Right shall  
10 be subject to the terms and conditions of the Agreement  
11 and this Act.

12 (d) AUTHORITY OF THE PUEBLOS.—

13 (1) IN GENERAL.—The Pueblos shall have the  
14 authority to allocate, distribute, and lease the Pueblo  
15 Water Right for use on Pueblo Land in accordance  
16 with the Agreement, this Act, and applicable Federal  
17 law.

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

23 (e) ADMINISTRATION.—

24 (1) NO ALIENATION.—The Pueblos shall not  
25 permanently alienate any portion of the Pueblo  
26 Water Right.

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

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

12 **SEC. 6. SETTLEMENT TRUST FUNDS.**

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

23          (b) DEPOSITS.—The Secretary shall deposit in each  
24          Pueblo Trust Fund the amounts made available pursuant  
25          to section 7(a).

1 (c) MANAGEMENT AND INTEREST.—

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

8 (A) the first section of the Act of June 24,  
9 1938 (25 U.S.C. 162a);

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

13 (C) this subsection.

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

20 (d) AVAILABILITY OF AMOUNTS.—

21 (1) IN GENERAL.—Amounts appropriated to,  
22 and deposited in, each Pueblo Trust Fund, including  
23 any investment earnings (including interest) earned  
24 on those amounts, shall be made available to each  
25 Pueblo by the Secretary beginning on the Enforce-

1 ability Date, subject to the requirements of this sec-  
2 tion, except for funds to be made available to the  
3 Pueblos pursuant to paragraph (2).

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

8 (A) developing economic water develop-  
9 ment plans;

10 (B) preparing environmental compliance  
11 documents;

12 (C) preparing water project engineering  
13 designs;

14 (D) establishing and operating a water re-  
15 source department;

16 (E) installing supplemental irrigation  
17 groundwater wells; and

18 (F) developing water measurement and re-  
19 porting water use plans.

20 (e) WITHDRAWALS.—

21 (1) WITHDRAWALS UNDER THE AMERICAN IN-  
22 DIAN TRUST FUND MANAGEMENT REFORM ACT OF  
23 1994.—

24 (A) IN GENERAL.—Each Pueblo may with-  
25 draw any portion of the amounts in the Pueblo

1 Trust Fund on approval by the Secretary of a  
2 Tribal management plan submitted by the  
3 Pueblo in accordance with the American Indian  
4 Trust Fund Management Reform Act of 1994  
5 (25 U.S.C. 4001 et seq.).

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

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

1           (2) WITHDRAWALS UNDER EXPENDITURE  
2 PLAN.—

3           (A) IN GENERAL.—Each Pueblo may sub-  
4 mit to the Secretary a request to withdraw  
5 funds from the Pueblo Trust Fund of the Pueb-  
6 lo pursuant to an approved expenditure plan.

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

16           (C) INCLUSIONS.—An expenditure plan  
17 under this paragraph shall include a description  
18 of the manner and purpose for which the  
19 amounts proposed to be withdrawn from the  
20 Pueblo Trust Fund will be used by the Pueblo,  
21 in accordance with this subsection and sub-  
22 section (g).

23           (D) APPROVAL.—The Secretary shall ap-  
24 prove an expenditure plan submitted under sub-

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

3 (i) is reasonable; and

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

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 an expenditure plan to ensure  
10 that amounts disbursed under this paragraph  
11 are used in accordance with this Act.

12 (f) 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 (e) or an expenditure plan under paragraph (2)  
17 of that subsection except under subchapter II of chapter  
18 5, and chapter 7, of title 5, United States Code (commonly  
19 known as the “Administrative Procedure Act”).

20 (g) USES.—Amounts from a Pueblo Trust Fund may  
21 only be used by the appropriate Pueblo for the following  
22 purposes:

23 (1) Planning, permitting, designing, engineer-  
24 ing, constructing, reconstructing, replacing, rehabili-  
25 tating, operating, or repairing water production,



1 treatment, or delivery infrastructure, including for  
2 domestic and municipal use, on-farm improvements,  
3 or wastewater infrastructure.

4 (2) Watershed protection and enhancement,  
5 support of agriculture, water-related Pueblo commu-  
6 nity welfare and economic development, and costs  
7 related to implementation of the Agreement.

8 (3) Planning, permitting, designing, engineer-  
9 ing, construction, reconstructing, replacing, rehabili-  
10 tating, operating, or repairing water production of  
11 delivery infrastructure of the Augmentation Project,  
12 as set forth in the Agreement.

13 (4) Ensuring environmental compliance in the  
14 development and construction of projects under this  
15 Act.

16 (h) LIABILITY.—The Secretary and the Secretary of  
17 the Treasury shall not be liable for the expenditure or in-  
18 vestment of any amounts withdrawn from a Pueblo Trust  
19 Fund by a Pueblo under paragraph (1) or (2) of sub-  
20 section (e).

21 (i) EXPENDITURE REPORTS.—Each Pueblo shall an-  
22 nually submit to the Secretary an expenditure report de-  
23 scribing accomplishments and amounts spent from use of  
24 withdrawals under a Tribal management plan or an ex-

1 penditure plan under paragraph (1) or (2) of subsection  
2 (e), as applicable.

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

6 (k) TITLE TO INFRASTRUCTURE.—Title to, control  
7 over, and operation of any project constructed using funds  
8 from a Pueblo Trust Fund shall remain in the appropriate  
9 Pueblo.

10 (l) OPERATION, MAINTENANCE, AND REPLACE-  
11 MENT.—All operation, maintenance, and replacement  
12 costs of any project constructed using funds from a Pueblo  
13 Trust Fund shall be the responsibility of the appropriate  
14 Pueblo.

15 **SEC. 7. FUNDING.**

16 (a) MANDATORY APPROPRIATION.—Out of any  
17 money in the Treasury not otherwise appropriated, the  
18 Secretary of the Treasury shall transfer to the Sec-  
19 retary—

20 (1) for deposit in the Pueblo of Jemez Settle-  
21 ment Trust Fund established under section 6(a)  
22 \$290,000,000, to remain available until expended,  
23 withdrawn, or reverted to the general fund of the  
24 Treasury; and

1           (2) for deposit in the Pueblo of Zia Settlement  
2           Trust Fund established under that section  
3           \$200,000,000, to remain available until expended,  
4           withdrawn, or reverted to the general fund of the  
5           Treasury.

6           (b) FLUCTUATION IN COSTS.—

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

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

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

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

6           (c) STATE COST SHARE.—The State shall con-  
7           tribute—

8           (1) \$3,400,000, as adjusted for inflation pursu-  
9           ant to the Agreement, to the San Ysidro Community  
10          Ditch Association for capital and operating expenses  
11          of the mutual benefit Augmentation Project;

12          (2) \$16,159,000, as adjusted for inflation pur-  
13          suant to the Agreement, for Jemez River Basin  
14          Water Users Coalition acequia ditch improvements;  
15          and

16          (3) \$500,000, as adjusted for inflation, to miti-  
17          gate impairment to non-Pueblo domestic and live-  
18          stock groundwater rights as a result of new Pueblo  
19          water use.

20   **SEC. 8. WAIVERS AND RELEASES OF CLAIMS.**

21          (a) IN GENERAL.—

22          (1) WAIVERS AND RELEASES OF CLAIMS BY  
23          PUEBLOS AND UNITED STATES AS TRUSTEE FOR  
24          PUEBLOS.—Subject to the reservation of rights and  
25          retention of claims under subsection (c), as consider-

1        ation for recognition of the Pueblo Water Right and  
2        other benefits described in the Agreement and this  
3        Act, the Pueblos and the United States, acting as  
4        trustee for the Pueblos, shall execute a waiver and  
5        release of all claims for—

6                (A) water rights within the Jemez River  
7        Stream System that the Pueblos, or the United  
8        States acting as trustee for the Pueblos, as-  
9        serted or could have asserted in any proceeding,  
10       including the Adjudication, on or before the En-  
11       forceability Date, except to the extent that such  
12       a right is recognized in the Agreement and this  
13       Act; and

14               (B) damages, losses, or injuries to water  
15       rights or claims of interference with, diversion  
16       of, or taking of water (including claims for in-  
17       jury to land resulting from such damages,  
18       losses, injuries, interference, diversion, or tak-  
19       ing) in the Jemez River Stream System against  
20       any party to a settlement, including the mem-  
21       bers and parcientes of signatory acequias, that  
22       accrued at any time up to and including the  
23       Enforceability Date.

24               (2) WAIVERS AND RELEASES OF CLAIMS BY  
25       PUEBLOS AGAINST UNITED STATES.—Subject to the

1 reservation of rights and retention of claims under  
2 subsection (c), each Pueblo shall execute a waiver  
3 and release of all claims against the United States  
4 (including any agency or employee of the United  
5 States) for water rights within the Jemez River  
6 Stream System first arising before the Enforce-  
7 ability Date relating to—

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

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

19 (C) damage, loss, or injury to water, water  
20 rights, land, or natural resources due to loss of  
21 water or water rights (including damages,  
22 losses, or injuries to hunting, fishing, gathering,  
23 or cultural rights due to loss of water or water  
24 rights, claims relating to interference with, di-  
25 version of, or taking of water, or claims relating

1 to a failure to protect, acquire, replace, or de-  
2 velop water, water rights, or water infrastruc-  
3 ture) within the Jemez River Stream System;

4 (D) a failure to establish or provide a mu-  
5 nicipal, rural, or industrial water delivery sys-  
6 tem on Pueblo Land within the Jemez River  
7 Stream System;

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

15 (F) a failure to provide for operation,  
16 maintenance, or deferred maintenance for any  
17 irrigation system or irrigation project within the  
18 Jemez River Stream System;

19 (G) a failure to provide a dam safety im-  
20 provement to a dam on Pueblo Land within the  
21 Jemez River Stream System;

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

1 (I) the negotiation, execution, or adoption  
2 of the Agreement (including exhibits or appen-  
3 dices) and this Act.

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

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

12 (1) the enforcement of, or claims accruing after  
13 the Enforceability Date relating to water rights rec-  
14 ognized under the Agreement relating to, any final  
15 court decree or this Act;

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

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

22 (B) the Safe Drinking Water Act (42  
23 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 Act or the Agreement; and

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

17 (d) EFFECT OF AGREEMENT AND ACT.—Nothing in  
18 the Agreement or this Act—

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 Act), any other Pueblo or Indian Tribe, or an allot-  
16 tee of any other 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           (e) 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          (f) EXPIRATION.—

19          (1) IN GENERAL.—This Act shall expire in any  
20          case in which the Secretary fails to publish a state-  
21          ment of findings under section 10 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 Act expires under  
5           paragraph (1)—

6           (A) the waivers and releases under sub-  
7           section (a) 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 4 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 Act 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 Act, 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 Act  
24          shall be returned to the Federal Government,  
25          unless otherwise agreed to by the Pueblos and

1 the United States and approved by Congress;  
2 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 Act that were expended or withdrawn, or  
9 any funds made available to carry out this Act  
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 Right; or

19 (II) any other matter covered by  
20 subsection (a)(2); or

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

23 **SEC. 9. SATISFACTION OF CLAIMS.**

24 The benefits provided under this Act 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 8(a).

4 **SEC. 10. ENFORCEABILITY DATE.**

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

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

11 (2) the Agreement, as amended, includes the  
12 waivers and releases of claims set forth in section 8,  
13 and has been executed by all parties to the Agree-  
14 ment, including the United States;

15 (3) the United States District Court for the  
16 District of New Mexico has approved the Agreement  
17 and has entered a Partial Final Judgment and De-  
18 cree;

19 (4) all of the amounts appropriated under sec-  
20 tion 7 have been appropriated and deposited in the  
21 designated accounts of the applicable Pueblo Trust  
22 Fund;

23 (5) the State has—

24 (A) provided the funding under section  
25 7(e)(2) into appropriate funding accounts;

1 (B) provided the funding under section  
2 7(e)(1) or entered into a funding agreement  
3 with the intended beneficiaries for that funding;  
4 and

5 (C) enacted legislation to amend State law  
6 to provide that a Pueblo Water Right may be  
7 leased for a term of not to exceed 99 years, in-  
8 cluding renewals; and

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

12 **SEC. 11. MISCELLANEOUS PROVISIONS.**

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

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

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

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

3 **SEC. 12. ANTIDEFICIENCY.**

4           The United States shall not be liable for any failure  
5 to carry out any obligation or activity authorized by this  
6 Act, 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 Act.