

117TH CONGRESS  
2D SESSION

# H. R. 8920

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

---

## IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 20, 2022

Ms. LEGER FERNANDEZ (for herself and Ms. STANSBURY) introduced the following bill; which was referred to the Committee on Natural Resources

---

## A BILL

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

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

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

4 (a) SHORT TITLE.—This Act may be cited as the  
5 “Pueblos of Acoma and Laguna Water Rights Settlement  
6 Act 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 Rights.
- Sec. 6. Settlement trust funds.
- Sec. 7. Funding.
- Sec. 8. Enforceability Date.
- Sec. 9. Waivers and releases of claims.
- Sec. 10. Claims.
- Sec. 11. Consent of United States to jurisdiction for appeals from a Pueblo Water Right permit decision.
- Sec. 12. Miscellaneous provisions.
- Sec. 13. 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 issues and controversies concerning  
 5 claims to water rights in the general stream adju-  
 6 dication of the Rio San José Stream System cap-  
 7 tioned “State of New Mexico, ex rel. State Engineer  
 8 v. Kerr-McGee, et al.”, No. D-1333-CV-1983-  
 9 00190 and No. D-1333-CV-1983-00220 (consoli-  
 10 dated), pending in the Thirteenth Judicial District  
 11 Court for the State of New Mexico, for—

12 (A) the Pueblo of Acoma;

13 (B) the Pueblo of Laguna; and

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

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

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

8 **SEC. 3. DEFINITIONS.**

9         In this Act:

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

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

1           (3) AGREEMENT.—The term “Agreement”  
2 means—

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

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

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

21           (5) ENFORCEABILITY DATE.—The term “En-  
22 forceability Date” means the date described in sec-  
23 tion 8.

24           (6) PARTIAL FINAL JUDGMENT AND DECREE.—  
25 The term “Partial Final Judgment and Decree”

1 means a final or interlocutory partial final judgment  
2 and decree entered by the Decree Court with respect  
3 to the water rights of the Pueblos—

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

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

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

12 (A) the Pueblo of Acoma; or

13 (B) the Pueblo of Laguna.

14 (8) PUEBLO LAND.—

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

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

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

1 (iii) in the Rio Puerco Basin that is  
2 held by the United States in trust for the  
3 Pueblo of Laguna, or owned by the Pueblo  
4 of Laguna, as of the Enforceability Date.

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

12 (9) PUEBLO TRUST FUND.—The term “Pueblo  
13 Trust Fund” means—

14 (A) the Pueblo of Acoma Settlement Trust  
15 Fund established by section 6(a);

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

18 (C) the Acomita Reservoir Works Trust  
19 Fund established by that section.

20 (10) PUEBLO WATER RIGHTS.—The term  
21 “Pueblo Water Rights” means—

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

24 (i) as identified in the Agreement and  
25 section 5 of this Act; and

1 (ii) as confirmed in the Partial Final  
2 Judgment and Decree;

3 (B) the water rights of the Pueblo of  
4 Acoma in the Rio Salado Basin; and

5 (C) the water rights of the Pueblo of La-  
6 guna in the Rio Puerco Basin, as identified in  
7 the Agreement and section 5 of this Act.

8 (11) PUEBLOS.—The term “Pueblos” means—

9 (A) the Pueblo of Acoma; and

10 (B) the Pueblo of Laguna.

11 (12) RIO PUERCO BASIN.—The term “Rio  
12 Puerco Basin” means the area defined by the  
13 United States Geological Survey Hydrologic Unit  
14 Codes (HUC) 13020204 (Rio Puerco subbasin) and  
15 13020205 (Arroyo Chico subbasin), including the  
16 hydrologically connected groundwater.

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

22 (14) RIO SALADO BASIN.—The term “Rio Sa-  
23 lado Basin” means the area defined by the United  
24 States Geological Survey Hydrologic Unit Code

1 (HUC) 13020209 (Rio Salado subbasin), including  
2 the hydrologically connected groundwater.

3 (15) SECRETARY.—The term “Secretary”  
4 means the Secretary of the Interior.

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

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

12 **SEC. 4. RATIFICATION OF AGREEMENT.**

13 (a) RATIFICATION.—

14 (1) IN GENERAL.—Except as modified by this  
15 Act and to the extent the Agreement does not con-  
16 flict with this Act, the Agreement is authorized, rati-  
17 fied, and confirmed.

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

24 (b) EXECUTION.—



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

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

15          (c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

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

1 (2) COMPLIANCE.—

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

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

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

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

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

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

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

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

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

9   **SEC. 5. PUEBLO WATER RIGHTS.**

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

14          (b) FORFEITURE AND ABANDONMENT.—

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

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

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

4       (d) AUTHORITY OF THE PUEBLOS.—

5           (1) IN GENERAL.—The Pueblos shall have the  
6 authority to allocate, distribute, and lease the Pueblo  
7 Water Rights for use on Pueblo Land in accordance  
8 with the Agreement, this Act, and applicable Federal  
9 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 Act, and applicable Federal law,  
14 subject to the approval of the Secretary.

15       (e) ADMINISTRATION.—

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

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

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

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

7           (a) ESTABLISHMENT.—The Secretary shall establish  
 8           2 trust funds, to be known as the “Pueblo of Acoma Set-  
 9           tlement Trust Fund” and the “Pueblo of Laguna Settle-  
 10          ment Trust Fund”, and a trust fund for the benefit of  
 11          both Pueblos to be known as the “Acomita Reservoir  
 12          Works Trust Fund”, to be managed, invested, and distrib-  
 13          uted by the Secretary and to remain available until ex-  
 14          pended, withdrawn, or reverted to the general fund of the  
 15          Treasury, consisting of the amounts deposited in the  
 16          Pueblo Trust Funds under subsection (c), together with  
 17          any investment earnings, including interest, earned on  
 18          those amounts, for the purpose of carrying out this Act.

19          (b) ACCOUNTS.—

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

9 (A) The Water Rights Settlement Account.

10 (B) The Water Infrastructure Operations  
11 and Maintenance Account.

12 (C) The Feasibility Studies Settlement Ac-  
13 count.

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

17 (d) MANAGEMENT AND INTEREST.—

18 (1) MANAGEMENT.—On receipt and deposit of  
19 funds into the Pueblo Trust Funds under subsection  
20 (c), the Secretary shall manage, invest, and dis-  
21 tribute all amounts in the Pueblo Trust Funds in a  
22 manner that is consistent with the investment au-  
23 thority of the Secretary under—

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

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

4 (C) this subsection.

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

11 (e) AVAILABILITY OF AMOUNTS.—

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

20 (2) USE OF FUNDS.—Notwithstanding para-  
21 graph (1)—

22 (A) amounts deposited in the Feasibility  
23 Studies Settlement Account of each Pueblo  
24 Trust Fund, including any investment earnings,  
25 including interest, earned on those amounts

1 shall be available to the Pueblo on the date on  
2 which the amounts are deposited for uses de-  
3 scribed in subsection (h)(3), and in accordance  
4 with the Agreement;

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

12 (C) up to \$15,000,000 from the Water  
13 Rights Settlement Account for each Pueblo  
14 shall be available for installing, on Pueblo  
15 Lands, groundwater wells to meet immediate  
16 domestic, commercial, municipal and industrial  
17 water needs, and associated environmental, cul-  
18 tural, and historical compliance.

19 (f) WITHDRAWALS.—

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

23 (A) IN GENERAL.—Each Pueblo may with-  
24 draw any portion of the amounts in its respec-  
25 tive Settlement Trust Fund on approval by the



1 Secretary of a Tribal management plan sub-  
2 mitted by each Pueblo in accordance with the  
3 American Indian Trust Fund Management Re-  
4 form Act of 1994 (25 U.S.C. 4001 et seq.).

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

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

24 (2) WITHDRAWALS UNDER EXPENDITURE  
25 PLAN.—

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

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

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

21          (D) APPROVAL.—The Secretary shall ap-  
22          prove an expenditure plan submitted under sub-  
23          paragraph (A) if the Secretary determines that  
24          the plan—

25                   (i) is reasonable; and

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

3 (E) ENFORCEMENT.—The Secretary may  
4 carry out such judicial and administrative ac-  
5 tions as the Secretary determines to be nec-  
6 essary to enforce an expenditure plan to ensure  
7 that amounts disbursed under this paragraph  
8 are used in accordance with this Act.

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

11 (A) IN GENERAL.—A Pueblo may submit  
12 to the Secretary a request to withdraw funds  
13 from the Acomita Reservoir Works Trust Fund  
14 pursuant to an approved joint expenditure plan.

15 (B) REQUIREMENTS.—

16 (i) IN GENERAL.—To be eligible to  
17 withdraw amounts under a joint expendi-  
18 ture plan under subparagraph (A), the  
19 Pueblos shall submit to the Secretary a  
20 joint expenditure plan for any portion of  
21 the Acomita Reservoir Works Trust Fund  
22 that the Pueblos elect to withdraw pursu-  
23 ant to this subparagraph, subject to the  
24 condition that the amounts shall be used

1 for the purposes described in subsection  
2 (h)(4).

3 (ii) WRITTEN RESOLUTION.—Each re-  
4 quest to withdraw amounts under a joint  
5 expenditure plan submitted under clause  
6 (i) shall be accompanied by a written reso-  
7 lution from the Tribal councils of both  
8 Pueblos approving the requested use and  
9 disbursement of funds.

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

18 (D) APPROVAL.—The Secretary shall ap-  
19 prove a joint expenditure plan submitted under  
20 subparagraph (A) if the Secretary determines  
21 that the plan—

22 (i) is reasonable; and

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

1                   (E) ENFORCEMENT.—The Secretary may  
2                   carry out such judicial and administrative ac-  
3                   tions as the Secretary determines to be nec-  
4                   essary to enforce a joint expenditure plan to en-  
5                   sure that amounts disbursed under this para-  
6                   graph are used in accordance with this Act.

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

16                  (h) USES.—

17                   (1) WATER RIGHTS SETTLEMENT ACCOUNT.—

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

20                   (A) Acquiring water rights or water sup-  
21                   ply.

22                   (B) Planning, permitting, designing, engi-  
23                   neering, constructing, reconstructing, replacing,  
24                   rehabilitating, operating, or repairing water  
25                   production, treatment, or delivery infrastruc-

1           ture, including for domestic and municipal use,  
2           on-farm improvements, or wastewater infra-  
3           structure.

4           (C) Pueblo Water Rights management and  
5           administration.

6           (D) Watershed protection and enhance-  
7           ment, support of agriculture, water-related  
8           Pueblo community welfare and economic devel-  
9           opment, and costs relating to implementation of  
10          the Agreement.

11          (E) Environmental compliance in the de-  
12          velopment and construction of infrastructure  
13          under this Act.

14          (2) WATER INFRASTRUCTURE OPERATIONS AND  
15          MAINTENANCE TRUST ACCOUNT.—The Water Infra-  
16          structure Operations and Maintenance Account for  
17          each Pueblo may only be used to pay costs for oper-  
18          ation and maintenance of water infrastructure to  
19          serve Pueblo domestic, commercial, municipal, and  
20          industrial water uses from any water source.

21          (3) FEASIBILITY STUDIES SETTLEMENT AC-  
22          COUNT.—The Feasibility Studies Settlement Ac-  
23          count for each Pueblo may only be used to pay costs  
24          for feasibility studies of water supply infrastructure

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

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

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

17 (j) EXPENDITURE REPORTS.—Each Pueblo shall an-  
18 nually submit to the Secretary an expenditure report de-  
19 scribing accomplishments and amounts spent from use of  
20 withdrawals under a Tribal management plan or an ex-  
21 penditure plan under paragraph (1), (2), or (3) of sub-  
22 section (f), as applicable.

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

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

5 (m) OPERATION, MAINTENANCE, AND REPLACE-  
 6 MENT.—All operation, maintenance, and replacement  
 7 costs of any project constructed using funds from the  
 8 Pueblo Trust Funds shall be the responsibility of the ap-  
 9 propriate Pueblo or Pueblos.

10 **SEC. 7. FUNDING.**

11 (a) MANDATORY APPROPRIATIONS.—Out of any  
 12 money in the Treasury not otherwise appropriated, the  
 13 Secretary of the Treasury shall transfer to the Secretary  
 14 the following amounts for the following accounts:

15 (1) PUEBLO OF ACOMA SETTLEMENT TRUST  
 16 FUND.—

17 (A) THE WATER RIGHTS SETTLEMENT AC-  
 18 COUNT.—\$296,000,000, to remain available  
 19 until expended, withdrawn, or reverted to the  
 20 general fund of the Treasury.

21 (B) THE WATER INFRASTRUCTURE OPER-  
 22 ATIONS AND MAINTENANCE ACCOUNT.—  
 23 \$14,000,000, to remain available until ex-  
 24 pended, withdrawn, or reverted to the general  
 25 fund of the Treasury.



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

5 (2) PUEBLO OF LAGUNA SETTLEMENT TRUST  
6 FUND.—

7 (A) THE WATER RIGHTS SETTLEMENT AC-  
8 COUNT.—\$464,000,000, to remain available  
9 until expended, withdrawn, or reverted to the  
10 general fund of the Treasury.

11 (B) THE WATER INFRASTRUCTURE OPER-  
12 ATIONS AND MAINTENANCE ACCOUNT.—  
13 \$26,000,000, to remain available until ex-  
14 pended, withdrawn, or reverted to the general  
15 fund of the Treasury.

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

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

24 (b) FLUCTUATIONS IN COSTS.—

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

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

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

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

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

1           (1) \$24,000,000, as adjusted for inflation pur-  
2           suant to the Agreement, for the Joint Grants-Milan  
3           Project for Water Re-Use, Water Conservation and  
4           Augmentation of the Rio San José, the Village of  
5           Milan Projects Fund, and the City of Grants  
6           Projects Fund;

7           (2) \$12,000,000, as adjusted for the inflation  
8           pursuant to the Agreement, for Signatory Acequias  
9           Projects and Offset Projects Fund for the Associa-  
10          tion of Community Ditches of the Rio San José; and

11          (3) \$500,000, as adjusted for inflation pursu-  
12          ant to the Agreement, to mitigate impairment to  
13          non-Pueblo domestic and livestock groundwater  
14          rights as a result of new Pueblo water use.

15 **SEC. 8. ENFORCEABILITY DATE.**

16          (a) IN GENERAL.—The Enforceability Date shall be  
17          the date on which the Secretary publishes in the Federal  
18          Register a statement of findings that—

19               (1) to the extent that the Agreement conflicts  
20               with this Act, the Agreement has been amended to  
21               conform with this Act;

22               (2) the Agreement, as amended, including the  
23               waivers and releases of claims set forth in section 9,  
24               has been executed by all parties to the Agreement,  
25               including the United States;

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

4           (4) the State has enacted legislation to amend  
5           State law to provide that a Pueblo Water Right may  
6           be leased for a term not to exceed 99 years, includ-  
7           ing renewals;

8           (5) the State has provided—

9                   (A) the funding under section 7(c)(3) into  
10           appropriate funding accounts; and

11                   (B) the funding under paragraphs (1) and  
12           (2) of section 7(c) into appropriate funding ac-  
13           counts or entered into funding agreements with  
14           the intended beneficiaries for funding under  
15           those paragraphs of that section; and

16           (6) the Decree Court has approved the Agree-  
17           ment and has entered a Partial Final Judgment and  
18           Decree.

19           (b) EXPIRATION.—

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

24                   (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 sections (a) and (b) of section 9 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  
24 Act, shall be returned to the Federal Govern-  
25 ment, unless otherwise agreed to by the Pueblos

and the United States and approved by Congress; and

(E) except for Federal funds used to acquire or construct property that is returned to the Federal Government under subparagraph (D), the United States shall be entitled to offset any Federal funds made available to carry out this Act that were expended or withdrawn, or any funds made available to carry out this Act from other Federal authorized sources, together with any interest accrued on those funds, against any claims against the United States—

(i) relating to—

(I) water rights in the State asserted by the Pueblos or any user of the Pueblo Water Rights; or

(II) any other matter covered by section 9(a)(2); or

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

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

(a) WAIVERS AND RELEASES OF CLAIMS BY PUEBLOS AND THE UNITED STATES AS TRUSTEE FOR PUEBLOS.—Subject to the reservation of rights and retention of claims under subsection (d), as consideration for rec-

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

5           (1) water rights within the Rio San José  
6 Stream System that the Pueblos, or the United  
7 States acting as trustee for the Pueblos, asserted or  
8 could have asserted in any proceeding, including the  
9 Adjudication, on or before the Enforceability Date,  
10 except to the extent that such rights are recognized  
11 in the Agreement and this Act; and

12           (2) damages, losses, or injuries to water rights  
13 or claims of interference with, diversion of, or taking  
14 of water rights (including claims for injury to land  
15 resulting from such damages, losses, injuries, inter-  
16 ference with, diversion, or taking of water rights) in  
17 waters in the Rio San José Stream System against  
18 any party to the Agreement, including the members  
19 and parciales of Signatory Acequias, that accrued  
20 at any time up to and including the Enforceability  
21 Date.

22           (b) WAIVERS AND RELEASES OF CLAIMS BY PUEB-  
23 LOS AGAINST UNITED STATES.—Subject to the reserva-  
24 tion of rights and retention of claims under subsection (d),  
25 the Pueblos shall execute a waiver and release of all claims

1 against the United States (including any agency or em-  
2 ployee of the United States) first arising before the En-  
3 forceability Date relating to—

4           (1) water rights within the Rio San José  
5 Stream System that the United States, acting as  
6 trustee for the Pueblos, asserted or could have as-  
7 serted in any proceeding, including the Adjudication,  
8 except to the extent that such rights are recognized  
9 as part of the Pueblo Water Rights under this Act;

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

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

24           (4) a failure to provide operation, maintenance,  
25 or deferred maintenance for any irrigation system or



1       irrigation project within the Rio San José Stream  
2       System;

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

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

12          (7) a failure to provide a dam safety improve-  
13      ment to a dam on Pueblo Land within the Rio San  
14      José Stream System;

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

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

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

23      (d) RESERVATION OF RIGHTS AND RETENTION OF  
24      CLAIMS.—Notwithstanding the waivers and releases under

1 subsections (a) and (b), the Pueblos and the United  
2 States, acting as trustee for the Pueblos, shall retain—

3 (1) all claims relating to—

4 (A) the enforcement of, or claims accruing  
5 after the Enforceability Date relating to water  
6 rights recognized under, the Agreement, this  
7 Act, or the Partial Final Judgment and Decree  
8 entered in the Adjudication;

9 (B) activities affecting the quality of water  
10 and the environment, including claims under—

11 (i) the Comprehensive Environmental  
12 Response, Compensation and Liability Act  
13 of 1980 (42 U.S.C. 9601 et seq.), includ-  
14 ing claims for damages to natural re-  
15 sources;

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

18 (iii) the Federal Water Pollution Con-  
19 trol Act (33 U.S.C. 1251 et seq.) (com-  
20 monly referred to as the “Clean Water  
21 Act”); and

22 (iv) any regulations implementing the  
23 Acts described in clauses (i) through (iii);

1 (C) the right to use and protect water  
2 rights acquired after the date of enactment of  
3 this Act;

4 (D) damage, loss, or injury to land or nat-  
5 ural resources that is not due to loss of water  
6 or water rights, including hunting, fishing,  
7 gathering, or cultural rights;

8 (E) all claims for water rights, and claims  
9 for injury to water rights, in basins other than  
10 the Rio San José Stream System, subject to ar-  
11 ticle 8.5 of the Agreement with respect to the  
12 claims of the Pueblo of Laguna for water rights  
13 in the Rio Puerco Basin and the claims of the  
14 Pueblo of Acoma for water rights in the Rio Sa-  
15 lado Basin;

16 (F) all claims relating to the Jackpile-  
17 Paguate Uranium Mine in the State that are  
18 not due to loss of water or water rights; and

19 (G) all rights, remedies, privileges, immu-  
20 nities, and powers and claims not specifically  
21 waived and released pursuant to this Act or the  
22 Agreement.

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

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

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

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

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

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

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

17                   (E) any regulations implementing the Acts  
18                   described in subparagraphs (A) through (D);

19           (3) affects the ability of the United States to  
20           act as trustee for any other pueblo or Indian Tribe,  
21           or an allottee of any other Indian Tribe;

22           (4) confers jurisdiction on any State court—

23                   (A) to interpret Federal law relating to  
24                   health, safety, or the environment;

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

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

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

9 (f) TOLLING OF CLAIMS.—

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

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

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

23 **SEC. 10. 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 9(b).

4 **SEC. 11. CONSENT OF UNITED STATES TO JURISDICTION**  
5 **FOR APPEALS FROM A PUEBLO WATER**  
6 **RIGHT PERMIT DECISION.**

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

20 (b) LIMITATION.—The consent of the United States  
21 under this Act is limited to judicial review, based on the  
22 record developed through the administrative process of the  
23 Pueblo, under a standard of judicial review limited to de-  
24 termining whether the Pueblo decision on the application  
25 for Pueblo Water Right Permit—

1           (1) is supported by substantial evidence;

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

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

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

8       (c) PUEBLO WATER CODE AND INTERPRETATION.—

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

14          (2) PROVISIONS OF THE PUEBLO WATER  
15 CODE.—To the extent that a State court conducting  
16 judicial review under this section must interpret pro-  
17 visions of Pueblo law that are not express provisions  
18 of the Pueblo Water Code, the State court shall cer-  
19 tify the question of interpretation to the Pueblo  
20 court.

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

1           (4) LIMITATION.—Nothing in this section limits  
2           the jurisdiction of the Decree Court to interpret and  
3           enforce the Agreement.

4   **SEC. 12. MISCELLANEOUS PROVISIONS.**

5           (a) WAIVER OF SOVEREIGN IMMUNITY BY THE  
6   UNITED STATES.—Nothing in this Act waives the sov-  
7   ereign immunity of the United States.

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

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

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

20   **SEC. 13. ANTIDEFICIENCY.**

21          The United States shall not be liable for any failure  
22   to carry out any obligation or activity authorized by this  
23   Act, including any obligation or activity under the Agree-



1 ment, if adequate appropriations are not provided ex-  
2 pressly by Congress to carry out the purposes of this Act.

○