

113TH CONGRESS  
1ST SESSION

# H. R. 2508

To authorize the Pechanga Band of Luiseño Mission Indians Water Rights Settlement, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

JUNE 26, 2013

Mr. CALVERT (for himself, Mr. HUNTER, Mr. ISSA, Mr. DENHAM, Mr. LAMALFA, Mr. COOK, Mr. VALADAO, Mr. COLE, Mr. GRIJALVA, Mr. CÁRDENAS, Mr. RUIZ, Mr. KILDEE, and Ms. MCCOLLUM) introduced the following bill; which was referred to the Committee on Natural Resources

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## A BILL

To authorize the Pechanga Band of Luiseño Mission Indians Water Rights Settlement, 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.**

4 (a) SHORT TITLE.—This Act may be cited as the  
5 “Pechanga Band of Luiseño Mission Indians Water  
6 Rights Settlement Act”.

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

- Sec. 1. Short title.
- Sec. 2. Purposes.
- Sec. 3. Definitions.

- Sec. 4. Approval of the Pechanga Settlement Agreement.
- Sec. 5. Tribal Water Right.
- Sec. 6. Satisfaction of claims.
- Sec. 7. Waiver of claims.
- Sec. 8. Water facilities.
- Sec. 9. Pechanga Settlement Fund.
- Sec. 10. Miscellaneous provisions.
- Sec. 11. Authorization of appropriations.
- Sec. 12. Repeal on failure of enforceability date.
- 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 claims to water rights and certain claims for  
5 injuries to water rights in the Santa Margarita  
6 River Watershed for—

7 (A) the Band; and

8 (B) the United States, acting in its capac-  
9 ity as trustee for the Band and allottees;

10 (2) to achieve a fair, equitable, and final settle-  
11 ment of certain claims by the Band and allottees  
12 against the United States;

13 (3) to authorize, ratify, and confirm the  
14 Pechanga Settlement Agreement to be entered into  
15 by the Band, RCWD, EMWD, and the United  
16 States;

17 (4) to authorize and direct the Secretary—

18 (A) to execute the Pechanga Settlement  
19 Agreement; and

1 (B) to take any other action necessary to  
2 carry out the Pechanga Settlement Agreement  
3 in accordance with this Act; and

4 (5) to authorize the appropriation of amounts  
5 necessary for the implementation of the Pechanga  
6 Settlement Agreement and this Act.

7 **SEC. 3. DEFINITIONS.**

8 In this Act:

9 (1) **ADJUDICATION COURT.**—The term “Adju-  
10 dication Court” means the United States District  
11 Court for the Southern District of California, which  
12 exercises continuing jurisdiction over the Adjudica-  
13 tion Proceeding.

14 (2) **ADJUDICATION PROCEEDING.**—The term  
15 “Adjudication Proceeding” means litigation initiated  
16 by the United States regarding relative water rights  
17 in the Santa Margarita River Watershed in United  
18 States v. Fallbrook Public Utility District et al., Civ.  
19 No. 3:51–cv–01247 (S.D.C.A.), including any litiga-  
20 tion initiated to interpret or enforce the relative  
21 water rights in the Santa Margarita River Water-  
22 shed pursuant to the continuing jurisdiction of the  
23 Adjudication Court over the Fallbrook Decree.

24 (3) **AFY.**—The term “AFY” means acre-feet  
25 per year.

1           (4) ALLOTTEE.—The term “allottee” means a  
2 member of a federally recognized Indian tribe who  
3 holds a beneficial real property interest in an Indian  
4 allotment that is—

5                   (A) located within the Reservation; and

6                   (B) held in trust by the United States.

7           (5) BAND.—

8                   (A) IN GENERAL.—The term “Band”  
9 means the Pechanga Band of Luiseño Mission  
10 Indians, a federally recognized sovereign Indian  
11 tribe that functions as a custom and tradition  
12 Indian tribe, acting on behalf of itself and its  
13 members.

14                   (B) EXCLUSION.—The term “Band” does  
15 not include an individual member of the Band  
16 acting in the capacity of an allottee.

17           (6) CLAIMS.—The term “claims” means rights,  
18 claims, demands, actions, compensation, or causes of  
19 action, whether known or unknown, as of June 30,  
20 2009.

21           (7) EMWD.—The term “EMWD” means East-  
22 ern Municipal Water District, a municipal water dis-  
23 trict organized and existing in accordance with the  
24 Municipal Water District Law of 1911, Division 20

1 of the Water Code of the State of California, as  
2 amended.

3 (8) EMWD CONNECTION FEE.—The term  
4 “EMWD Connection Fee” has the meaning set forth  
5 in section 2.3(b) of the Extension of Service Area  
6 Agreement.

7 (9) ENFORCEABILITY DATE.—The term “en-  
8 forceability date” means the date on which the Sec-  
9 retary publishes in the Federal Register the state-  
10 ment of findings described in section 7(e).

11 (10) ESAA CAPACITY AGREEMENT.—The term  
12 “ESAA Capacity Agreement” means the “Agree-  
13 ment to Provide Capacity for Delivery of ESAA  
14 Water” among the Band, RCWD, and the United  
15 States.

16 (11) ESAA WATER.—The term “ESAA Water”  
17 means imported potable water that the Band re-  
18 ceives from EMWD and MWD pursuant to the Ex-  
19 tension of Service Area Agreement.

20 (12) EXTENSION OF SERVICE AREA AGREE-  
21 MENT.—The term “Extension of Service Area  
22 Agreement” means the “Agreement for Extension of  
23 Existing Service Area”, among the Band, EMWD,  
24 the United States, and MWD, for the provision of

1 water service by EMWD to a designated portion of  
2 the Reservation using water supplied by MWD.

3 (13) FALLBROOK DECREE.—

4 (A) IN GENERAL.—The term “Fallbrook  
5 Decree” means the “Modified Final Judgment  
6 And Decree”, entered in the Adjudication Pro-  
7 ceeding on April 6, 1966.

8 (B) INCLUSIONS.—The term “Fallbrook  
9 Decree” includes all court orders, interlocutory  
10 judgments, and decisions supplemental to the  
11 “Modified Final Judgment And Decree”, in-  
12 cluding Interlocutory Judgment No. 30, Inter-  
13 locutory Judgment No. 35, and Interlocutory  
14 Judgment No. 41.

15 (14) FUND.—The term “Fund” means the  
16 Pechanga Settlement Fund established by section 9.

17 (15) INDIAN TRIBE.—The term “Indian tribe”  
18 has the meaning given the term in section 4 of the  
19 Indian Self-Determination and Education Assistance  
20 Act (25 U.S.C. 450b).

21 (16) INJURY TO WATER RIGHTS.—The term  
22 “injury to water rights” means an interference with,  
23 diminution of, or deprivation of water rights under  
24 Federal or State law.

1           (17) INTERIM CAPACITY.—The term “Interim  
2 Capacity” has the meaning set forth in section 1 of  
3 the ESAA Capacity Agreement.

4           (18) INTERIM CAPACITY NOTICE.—The term  
5 “Interim Capacity Notice” has the meaning set  
6 forth in section 4(b) of the ESAA Capacity Agree-  
7 ment.

8           (19) MWD.—The term “MWD” means the  
9 Metropolitan Water District of Southern California,  
10 a metropolitan water district organized and incor-  
11 porated under the Metropolitan Water District Act  
12 of the State of California (Stats. 1969, Chapter 209,  
13 as amended).

14           (20) MWD CONNECTION FEE.—The term  
15 “MWD Connection Fee” has the meaning set forth  
16 in section 2.3(a) of the Extension of Service Area  
17 Agreement.

18           (21) PECHANGA ESAA DELIVERY CAPACITY AC-  
19 COUNT.—The term “Pechanga ESAA Delivery Ca-  
20 pacity account” means the account established by  
21 section 9(c)(2).

22           (22) PECHANGA RECYCLED WATER INFRA-  
23 STRUCTURE ACCOUNT.—The term “Pechanga Recy-  
24 cled Water Infrastructure account” means the ac-  
25 count established by section 9(c)(1).

1 (23) PECHANGA SETTLEMENT AGREEMENT.—

2 The term “Pechanga Settlement Agreement” means  
3 the Pechanga Settlement Agreement, together with  
4 the exhibits to that agreement, entered into by the  
5 Band, the United States on behalf of the Band, its  
6 members and allottees, RCWD, and EMWD.

7 (24) PECHANGA WATER CODE.—The term  
8 “Pechanga Water Code” means a water code to be  
9 adopted by the Band in accordance with section 5(f).

10 (25) PECHANGA WATER FUND ACCOUNT.—The  
11 term “Pechanga Water Fund account” means the  
12 account established by section 9(c)(3).

13 (26) PECHANGA WATER QUALITY ACCOUNT.—  
14 The term “Pechanga Water Quality account” means  
15 the account established by section 9(c)(4).

16 (27) PERMANENT CAPACITY.—The term “Per-  
17 manent Capacity” has the meaning set forth in sec-  
18 tion 1 of the ESAA Capacity Agreement.

19 (28) PERMANENT CAPACITY NOTICE.—The  
20 term “Permanent Capacity Notice” has the meaning  
21 set forth in section 5(b) of the ESAA Capacity  
22 Agreement.

23 (29) RCWD.—

24 (A) IN GENERAL.—The term “RCWD”  
25 means the Rancho California Water District or-



1 organized pursuant to section 34000 et seq. of  
2 the California Water Code.

3 (B) INCLUSIONS.—The term “RCWD” in-  
4 cludes all real property owners for whom  
5 RCWD acts as an agent pursuant to an agency  
6 agreement.

7 (30) RECYCLED WATER INFRASTRUCTURE  
8 AGREEMENT.—The term “Recycled Water Infra-  
9 structure Agreement” means the “Agreement for  
10 Recycled Water Infrastructure” among the Band,  
11 RCWD, and the United States.

12 (31) RECYCLED WATER TRANSFER AGREE-  
13 MENT.—The term “Recycled Water Transfer Agree-  
14 ment” means the “Recycled Water Transfer Agree-  
15 ment” between the Band and RCWD.

16 (32) RESERVATION.—

17 (A) IN GENERAL.—The term “Reserva-  
18 tion” means the land depicted on the map at-  
19 tached to the Pechanga Settlement Agreement  
20 as exhibit I.

21 (B) APPLICABILITY OF TERM.—The term  
22 “Reservation” shall be used solely for the pur-  
23 poses of the Pechanga Settlement Agreement.

24 (33) SANTA MARGARITA RIVER WATERSHED.—  
25 The term “Santa Margarita River Watershed”

1 means the watershed that is the subject of the Adju-  
2 dication Proceeding and the Fallbrook Decree.

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

5 (35) STATE.—The term “State” means the  
6 State of California.

7 (36) STORAGE POND.—The term “Storage  
8 Pond” has the meaning set forth in section 1 of the  
9 Recycled Water Infrastructure Agreement.

10 (37) TRIBAL WATER RIGHT.—The term “Tribal  
11 Water Right” means the water rights ratified, con-  
12 firmed, and declared to be valid for the benefit of  
13 the Band and allottees of the Band, as set forth and  
14 described in section 5.

15 **SEC. 4. APPROVAL OF THE PECHANGA SETTLEMENT**  
16 **AGREEMENT.**

17 (a) RATIFICATION OF PECHANGA SETTLEMENT  
18 AGREEMENT.—

19 (1) IN GENERAL.—Except as modified by this  
20 Act, and to the extent that the Pechanga Settlement  
21 Agreement does not conflict with this Act, the  
22 Pechanga Settlement Agreement is authorized, rati-  
23 fied, and confirmed.

24 (2) AMENDMENTS TO COMPACT.—Any amend-  
25 ment to the Pechanga Settlement Agreement is au-

1       thorized, ratified, and confirmed, to the extent that  
2       the amendment is executed to make the Pechanga  
3       Settlement Agreement consistent with this Act.

4       (b) EXECUTION OF PECHANGA SETTLEMENT AGREE-  
5       MENT.—

6               (1) IN GENERAL.—To the extent that the  
7       Pechanga Settlement Agreement does not conflict  
8       with this Act, the Secretary is directed to and shall  
9       promptly execute—

10               (A) the Pechanga Settlement Agreement  
11               (including any exhibits to or part of the  
12               Pechanga Settlement Agreement requiring the  
13               signature of the Secretary); and

14               (B) any amendment to the Pechanga Set-  
15               tlement Agreement necessary to make the  
16               Pechanga Settlement Agreement consistent with  
17               this Act.

18               (2) MODIFICATIONS.—Nothing in this Act pre-  
19       cludes the Secretary from approving modifications to  
20       exhibits to the Pechanga Settlement Agreement not  
21       inconsistent with this Act, to the extent those modi-  
22       fications do not otherwise require congressional ap-  
23       proval pursuant to section 2116 of the Revised Stat-  
24       utes (25 U.S.C. 177) or other applicable Federal  
25       law.

1 (c) ENVIRONMENTAL COMPLIANCE.—

2 (1) IN GENERAL.—In implementing the  
3 Pechanga Settlement Agreement, the Secretary shall  
4 promptly comply with all applicable requirements  
5 of—

6 (A) the National Environmental Policy Act  
7 of 1969 (42 U.S.C. 4321 et seq.);

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

10 (C) all other applicable Federal environ-  
11 mental laws; and

12 (D) all regulations promulgated under the  
13 laws described in subparagraphs (A) through  
14 (C).

15 (2) EXECUTION OF THE PECHANGA SETTLE-  
16 MENT AGREEMENT.—

17 (A) IN GENERAL.—Execution of the  
18 Pechanga Settlement Agreement by the Sec-  
19 retary under this section shall not constitute a  
20 major Federal action under the National Envi-  
21 ronmental Policy Act of 1969 (42 U.S.C. 4321  
22 et seq.).

23 (B) COMPLIANCE.—The Secretary is di-  
24 rected to carry out all Federal compliance nec-

1           essary to implement the Pechanga Settlement  
2           Agreement.

3           (3) LEAD AGENCY.—The Bureau of Reclama-  
4           tion shall be designated as the lead agency with re-  
5           spect to environmental compliance.

6 **SEC. 5. TRIBAL WATER RIGHT.**

7           (a) INTENT OF CONGRESS.—It is the intent of Con-  
8           gress to provide to each allottee benefits that are equal  
9           to or exceed the benefits allottees possess as of the date  
10          of enactment of this Act, taking into consideration—

11           (1) the potential risks, cost, and time delay as-  
12          sociated with litigation that would be resolved by the  
13          Pechanga Settlement Agreement and this Act;

14           (2) the availability of funding under this Act;

15           (3) the availability of water from the Tribal  
16          Water Right and other water sources as set forth in  
17          the Pechanga Settlement Agreement; and

18           (4) the applicability of section 7 of the Act of  
19          February 8, 1887 (25 U.S.C. 381), and this Act to  
20          protect the interests of allottees.

21          (b) CONFIRMATION OF TRIBAL WATER RIGHT.—

22           (1) IN GENERAL.—The Tribal Water Right is  
23          ratified, confirmed, and declared to be valid.

24           (2) CHARACTERISTICS OF TRIBAL WATER  
25          RIGHT.—

1 (A) IN GENERAL.—The Tribal Water  
2 Right shall be equal to 4,994 AFY of water  
3 that is subject to the jurisdiction of the Adju-  
4 dication Court.

5 (B) PRIORITY DATES.—The priority date  
6 for—

7 (i) 3,019 AFY of the Tribal Water  
8 Right shall be June 27, 1882;

9 (ii) 182 AFY of the Tribal Water  
10 Right shall be August 29, 1893;

11 (iii) 729 AFY of the Tribal Water  
12 Right shall be January 9, 1907;

13 (iv) 563 AFY of the Tribal Water  
14 Right shall be March 11, 1907; and

15 (v) 501 AFY of the Tribal Water  
16 Right shall be May 25, 1931.

17 (3) USE.—Subject to the terms of the  
18 Pechanga Settlement Agreement, this Act, the  
19 Fallbrook Decree, and applicable Federal law, the  
20 Band may use the Tribal Water Right for any pur-  
21 pose on or off the Reservation.

22 (c) HOLDING IN TRUST.—The Tribal Water Right—  
23 (1) shall be held in trust by the United States  
24 on behalf of the Band and the allottees in accord-  
25 ance with this section; and

1           (2) shall not be subject to forfeiture or aban-  
2           donment.

3           (d) ALLOTTEES.—

4           (1) APPLICABILITY OF ACT OF FEBRUARY 8,  
5           1887.—The provisions of section 7 of the Act of Feb-  
6           ruary 8, 1887 (25 U.S.C. 381), relating to the use  
7           of water for irrigation purposes shall apply to the  
8           Tribal Water Right.

9           (2) ENTITLEMENT TO WATER.—Any entitle-  
10          ment to water of an allottee with allotted land lo-  
11          cated within the exterior boundaries of the Reserva-  
12          tion under Federal law shall be satisfied from the  
13          Tribal Water Right.

14          (3) ALLOCATIONS.—Allotted land of an allottee  
15          that is located within the exterior boundaries of the  
16          Reservation shall be entitled to a just and equitable  
17          allocation of water for irrigation purposes from the  
18          water resources described in the Pechanga Settle-  
19          ment Agreement.

20          (4) EXHAUSTION OF REMEDIES.—Before as-  
21          serting any claim against the United States under  
22          section 7 of the Act of February 8, 1887 (25 U.S.C.  
23          381), or any other applicable law, an allottee shall  
24          exhaust remedies available under the Pechanga  
25          Water Code or other applicable tribal law.

1           (5) CLAIMS.—Following exhaustion of remedies  
2           available under the Pechanga Water Code or other  
3           applicable tribal law, an allottee may seek relief  
4           under section 7 of the Act of February 8, 1887 (25  
5           U.S.C. 381), or other applicable law.

6           (6) AUTHORITY.—The Secretary shall have the  
7           authority to protect the rights of allottees as speci-  
8           fied in this section.

9           (e) AUTHORITY OF BAND.—

10           (1) IN GENERAL.—Except as provided in para-  
11           graph (2), the Band shall have authority to use, al-  
12           locate, distribute, and lease the Tribal Water Right  
13           in accordance with—

14                   (A) the Pechanga Settlement Agreement;

15                   and

16                   (B) applicable Federal law.

17           (2) LEASES BY ALLOTTEES.—An allottee may  
18           lease any interest in land held by the allottee, to-  
19           gether with any water right determined to be appur-  
20           tenant to that interest in land.

21           (f) PECHANGA WATER CODE.—

22           (1) IN GENERAL.—Not later than 18 months  
23           after the enforceability date, the Band shall enact a  
24           Pechanga Water Code, that provides for—



1 (A) the management, regulation, and gov-  
2 ernance of all uses of the Tribal Water Right  
3 in accordance with the Pechanga Settlement  
4 Agreement; and

5 (B) establishment by the Band of condi-  
6 tions, permit requirements, and other limita-  
7 tions relating to the storage, recovery, and use  
8 of the Tribal Water Right in accordance with  
9 the Pechanga Settlement Agreement.

10 (2) INCLUSIONS.—The Pechanga Water Code  
11 shall provide—

12 (A) that allocations of water to allottees  
13 shall be satisfied with water from the Tribal  
14 Water Right;

15 (B) that charges for delivery of water for  
16 irrigation purposes for allottees shall be as-  
17 sessed in accordance with section 7 of the Act  
18 of February 8, 1887 (25 U.S.C. 381);

19 (C) a process by which an allottee or water  
20 user on allotted land may request that the  
21 Band provide water for irrigation use in accord-  
22 ance with this Act;

23 (D) a due process system for the consider-  
24 ation and determination by the Band of any re-  
25 quest by an allottee, water user on allotted

1 land, or any successor in interest to an allottee,  
2 for an allocation of such water for irrigation  
3 purposes on allotted land, including a process  
4 for—

5 (i) appeal and adjudication of any de-  
6 nied or disputed distribution of water; and

7 (ii) resolution of any contested admin-  
8 istrative decision; and

9 (E) a requirement that any allottee or  
10 water user on allotted land with a claim relat-  
11 ing to the enforcement of rights of the allottee  
12 or water user under the Pechanga Water Code  
13 or relating to the amount of water allocated to  
14 land of the allottee shall first exhaust remedies  
15 available to the allottee under tribal law and the  
16 Pechanga Water Code before initiating an ac-  
17 tion against the United States or petitioning  
18 the Secretary pursuant to subsection (d)(4).

19 (3) ACTION BY SECRETARY.—

20 (A) IN GENERAL.—The Secretary shall ad-  
21 minister the Tribal Water Right until the  
22 Pechanga Water Code is enacted and approved  
23 in accordance with this section.

24 (B) APPROVAL.—Any provision of the  
25 Pechanga Water Code and any amendment to

1 the Pechanga Water Code that affects the  
2 rights of allottees shall—

3 (i) be subject to the approval of the  
4 Secretary; and

5 (ii) not be valid until the date on  
6 which the amendment is approved by the  
7 Secretary.

8 (C) APPROVAL PERIOD.—The Secretary  
9 shall approve or disapprove the Pechanga  
10 Water Code within a reasonable period of time  
11 after the date on which the Band submits the  
12 Pechanga Water Code to the Secretary for ap-  
13 proval.

14 (g) EFFECT.—Except as otherwise specifically pro-  
15 vided in this section, nothing in this Act—

16 (1) authorizes any action by an allottee or  
17 water user on allotted land against any individual or  
18 entity, or against the Band, under Federal, State,  
19 tribal, or local law; or

20 (2) alters or affects the status of any action  
21 pursuant to section 1491(a) of title 28, United  
22 States Code.

23 **SEC. 6. SATISFACTION OF CLAIMS.**

24 (a) IN GENERAL.—The benefits provided to the Band  
25 and the allottees under the Pechanga Settlement Agree-

1 ment and this Act shall satisfy all claims of the Band and  
2 the allottees waived pursuant to section 7.

3 (b) NO RECOGNITION OF WATER RIGHTS.—Except  
4 as provided in section 5(d), nothing in this Act recognizes  
5 or establishes any right of a member of the Band or an  
6 allottee to water within the Reservation.

7 (c) CLAIMS RELATING TO DEVELOPMENT OF WATER  
8 FOR RESERVATION.—

9 (1) IN GENERAL.—The amounts authorized to  
10 be appropriated under section 11 shall be used to  
11 satisfy any claim of the allottees against the United  
12 States with respect to the development or protection  
13 of water resources for the Reservation.

14 (2) SATISFACTION OF CLAIMS.—On the com-  
15 plete appropriation of amounts authorized to be ap-  
16 propriated under section 11, any claim of the  
17 allottees against the United States with respect to  
18 the development or protection of water resources for  
19 the Reservation shall be deemed to have been satis-  
20 fied.

21 **SEC. 7. WAIVER OF CLAIMS.**

22 (a) IN GENERAL.—

23 (1) WAIVER OF CLAIMS BY THE BAND AND THE  
24 UNITED STATES.—

1 (A) IN GENERAL.—Subject to the retention  
2 of rights set forth in subsection (c), notwith-  
3 standing any provisions to the contrary in the  
4 Pechanga Settlement Agreement, the Band, and  
5 the United States on behalf of the Band and  
6 allottees, are authorized to execute waivers for  
7 any and all claims for water rights in the Santa  
8 Margarita River Watershed—

9 (i) for land located within the Res-  
10 ervation overlying the Santa Margarita  
11 River Watershed arising from time imme-  
12 morial and, thereafter, forever; and

13 (ii) that are based on aboriginal occu-  
14 pancy for land overlying the Santa Mar-  
15 garita River Watershed arising from time  
16 immemorial and, thereafter, forever.

17 (B) CLAIMS AGAINST RCWD AND EMWD.—  
18 Subject to the retention of rights set forth in  
19 subsection (c), notwithstanding any provisions  
20 to the contrary in the Pechanga Settlement  
21 Agreement, the Band and the United States on  
22 behalf of the Band and allottees fully release,  
23 acquit, and discharge RCWD and EMWD  
24 from—

1 (i) claims for injuries to water rights  
2 in the Santa Margarita River Watershed  
3 for land located within the Reservation  
4 overlying the Santa Margarita River Wa-  
5 tershed arising or occurring at any time up  
6 to and including June 30, 2009;

7 (ii) claims for injuries to water rights  
8 in the Santa Margarita River Watershed  
9 for land located within the Reservation  
10 overlying the Santa Margarita River Wa-  
11 tershed arising or occurring at any time  
12 after June 30, 2009, resulting from the di-  
13 version or use of water in a manner not in  
14 violation of the Pechanga Settlement  
15 Agreement or this Act;

16 (iii) claims for subsidence damage to  
17 land located within the Reservation arising  
18 or occurring at any time up to and includ-  
19 ing June 30, 2009;

20 (iv) claims for subsidence damage  
21 arising or occurring after June 30, 2009,  
22 to land located within the Reservation re-  
23 sulting from the diversion of underground  
24 water in a manner consistent with the

1 Pechanga Settlement Agreement or this  
2 Act; and

3 (v) claims arising out of, or relating in  
4 any manner to, the negotiation or execu-  
5 tion of the Pechanga Settlement Agree-  
6 ment or the negotiation or execution of  
7 this Act.

8 (2) CLAIMS BY THE UNITED STATES AGAINST  
9 THE BAND.—Subject to the retention of rights set  
10 forth in subsection (c), to the extent consistent with  
11 this Act, the United States, in all its capacities (ex-  
12 cept as trustee for an Indian tribe other than the  
13 Band), as part of the performance of obligations  
14 under the Pechanga Settlement Agreement, is au-  
15 thorized to execute a waiver and release of any and  
16 all claims against the Band, including any agency,  
17 official, or employee of the Band, under Federal,  
18 State, or any other law for—

19 (A) claims for injuries to water rights in  
20 the Santa Margarita River Watershed for land  
21 located within the Reservation overlying the  
22 Santa Margarita River Watershed arising or oc-  
23 ccurring at any time up to and including June  
24 30, 2009;

1 (B) claims for injuries to water rights in  
2 the Santa Margarita River Watershed for land  
3 located within the Reservation overlying the  
4 Santa Margarita River Watershed arising or oc-  
5 ccurring at any time after June 30, 2009, result-  
6 ing from the diversion or use of water in a  
7 manner not in violation the Pechanga Settle-  
8 ment Agreement or this Act;

9 (C) claims for subsidence damage to land  
10 located within the Reservation arising or occur-  
11 ring at any time up to and including June 30,  
12 2009;

13 (D) claims for subsidence damage arising  
14 or occurring after June 30, 2009, to land lo-  
15 cated within the Reservation resulting from the  
16 diversion of underground water in a manner not  
17 in violation of the Pechanga Settlement Agree-  
18 ment or this Act; and

19 (E) claims arising out of, or relating in  
20 any manner to, the negotiation or execution of  
21 the Pechanga Settlement Agreement or the ne-  
22 gotiation or execution of this Act.

23 (3) CLAIMS BY THE BAND AGAINST THE  
24 UNITED STATES.—Subject to the retention of rights  
25 set forth in subsection (c), the Band, on behalf of



1       itself and its members, is authorized to execute a  
2       waiver and release of—

3               (A) all claims against the United States,  
4               including the agencies and employees of the  
5               United States, relating to claims for water  
6               rights in, or water of, the Santa Margarita  
7               River Watershed that the United States, acting  
8               in its capacity as trustee for the Band, as-  
9               serted, or could have asserted, in any pro-  
10              ceeding, including the Adjudication Proceeding;

11             (B) all claims against the United States,  
12             including the agencies and employees of the  
13             United States, relating to damages, losses, or  
14             injuries to water, water rights, land, or natural  
15             resources due to loss of water or water rights  
16             (including damages, losses or injuries to hunt-  
17             ing, fishing, gathering, or cultural rights due to  
18             loss of water or water rights, claims relating to  
19             interference with, diversion, or taking of water  
20             or water rights, or claims relating to failure to  
21             protect, acquire, replace, or develop water,  
22             water rights, or water infrastructure) in the  
23             Santa Margarita River Watershed that first ac-  
24             crued at any time up to and including June 30,  
25             2009;

1 (C) all claims against the United States,  
2 including the agencies and employees of the  
3 United States, relating to the pending litigation  
4 of claims relating to the water rights of the  
5 Band in the Adjudication Proceeding; and

6 (D) all claims against the United States,  
7 including the agencies and employees of the  
8 United States, relating to the negotiation or  
9 execution of the Pechanga Settlement Agree-  
10 ment or the negotiation or execution of this  
11 Act.

12 (b) EFFECTIVENESS OF WAIVERS AND RELEASES.—  
13 The waivers under subsection (a) shall take effect on the  
14 enforceability date.

15 (c) RESERVATION OF RIGHTS AND RETENTION OF  
16 CLAIMS.—Notwithstanding the waivers and releases au-  
17 thorized in this Act, the Band and the United States, act-  
18 ing in its capacity as trustee for the Band and allottees,  
19 retain—

20 (1) claims for enforcement of the Pechanga Set-  
21 tlement Agreement and this Act;

22 (2) claims against persons other than RCWD  
23 and EMWD;

24 (3) claims for water rights that are outside the  
25 jurisdiction of the Adjudication Court;

1           (4) claims for water rights for land within the  
2           Santa Margarita River Watershed that is outside the  
3           Reservation, subject to the condition that such  
4           claims are for water rights consistent with the water  
5           rights recognized for such land in the Fallbrook De-  
6           cree;

7           (5) rights to use and protect water rights ac-  
8           quired on or after the enforceability date; and

9           (6) remedies, privileges, immunities, powers and  
10          claims, including claims for water rights, not specifi-  
11          cally waived and released pursuant to this Act and  
12          the Pechanga Settlement Agreement.

13          (d) EFFECT OF PECHANGA SETTLEMENT AGREE-  
14          MENT AND ACT.—Nothing in the Pechanga Settlement  
15          Agreement or this Act—

16                (1) affects the ability of the United States or  
17                the Band, acting as sovereign, to take actions au-  
18                thorized by law, including any laws relating to  
19                health, safety, or the environment, including—

20                    (A) the Comprehensive Environmental Re-  
21                    sponse, Compensation, and Liability Act of  
22                    1980 (42 U.S.C. 9601 et seq.);

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

1 (C) the Federal Water Pollution Control  
2 Act (33 U.S.C. 1251 et seq.); and

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

5 (2) affects the ability of the United States to  
6 take actions acting as trustee for any other Indian  
7 tribe or an allottee of any other Indian tribe;

8 (3) confers jurisdiction on any State court—

9 (A) to interpret Federal law regarding  
10 health, safety, or the environment;

11 (B) to determine the duties of the United  
12 States or other parties pursuant to Federal law  
13 regarding health, safety, or the environment; or

14 (C) to conduct judicial review of Federal  
15 agency action; or

16 (4) waives any claim of a member of the Band  
17 in an individual capacity that does not derive from  
18 a right of the Band.

19 (e) ENFORCEABILITY DATE.—The enforceability date  
20 shall be the date on which the Secretary publishes in the  
21 Federal Register a statement of findings that—

22 (1) the Pechanga Settlement Agreement has  
23 been approved by the Adjudication Court;

24 (2) all amounts authorized by this Act have  
25 been deposited in the Fund;

1           (3) the waivers and releases authorized in sub-  
2           section (a) have been executed by the Band and the  
3           Secretary; and

4           (4) the Extension of Service Area Agreement—

5                 (A) has been approved and executed by all  
6           the parties to the Extension of Service Area  
7           Agreement; and

8                 (B) is effective and enforceable in accord-  
9           ance with the terms of that Agreement.

10          (f) TOLLING OF CLAIMS.—

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

16                         (A) April 30, 2030;

17                         (B) such alternate date as is agreed to by  
18           the Band and the Secretary; and

19                         (C) the enforceability date.

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

24                 (3) LIMITATION.—Nothing in this section pre-  
25           cludes the tolling of any period of limitations or any

1 time-based equitable defense under any other appli-  
2 cable law.

3 (g) RESTRICTION.—If the full amount of appropria-  
4 tions authorized by this Act has not been made available  
5 to the Secretary by April 30, 2030—

6 (1) the waivers authorized by this section shall  
7 expire and no longer have any force or effect; and

8 (2) the statute of limitations for a claim waived  
9 under this section shall be tolled until April 30,  
10 2030.

11 (h) VOIDING OF WAIVERS.—If the waivers authorized  
12 by this section are void under subsection (g)—

13 (1) the approval of the United States of the  
14 Pechanga Settlement Agreement under section 4  
15 shall no longer be effective;

16 (2) any unexpended Federal funds appropriated  
17 or made available to carry out the activities author-  
18 ized by this Act, together with any interest earned  
19 on those funds, and any water right or contract to  
20 use water and title to other property acquired or  
21 constructed with Federal funds appropriated or  
22 made available to carry out the activities authorized  
23 in this Act shall be returned to the Federal Govern-  
24 ment, unless otherwise agreed to by the Band and  
25 the United States and approved by Congress; and

1           (3) except for Federal funds used to acquire or  
2       develop property that is returned to the Federal  
3       Government under paragraph (2), the United States  
4       shall be entitled to set off any Federal funds appro-  
5       priated or made available to carry out the activities  
6       authorized by this Act that were expended or with-  
7       drawn, together with any interest accrued, against  
8       any claims against the United States relating to  
9       water rights asserted by the Band or in any future  
10      settlement of the water rights of the Band.

11 **SEC. 8. WATER FACILITIES.**

12       (a) IN GENERAL.—The Secretary shall, subject to the  
13      availability of appropriations, using amounts from the des-  
14      ignated accounts of the Fund, provide the amounts nec-  
15      essary to fulfill the obligations of the Band under the Re-  
16      cycled Water Infrastructure Agreement and the ESAA Ca-  
17      pacity Agreement, in an amount not to exceed the  
18      amounts deposited in the designated accounts for those  
19      purposes, in accordance with this Act and the terms and  
20      conditions of those agreements.

21       (b) NONREIMBURSABILITY OF COSTS.—All costs in-  
22      curred by the Secretary in carrying out this section shall  
23      be nonreimbursable.

24       (c) RECYCLED WATER INFRASTRUCTURE.—

1           (1) IN GENERAL.—The Secretary shall, using  
2 amounts from the Pechanga Recycled Water Infra-  
3 structure account, provide amounts for the Storage  
4 Pond in accordance with this section.

5           (2) STORAGE POND.—

6           (A) IN GENERAL.—The Secretary shall,  
7 subject to the availability of appropriations,  
8 provide the amounts necessary to fulfill the ob-  
9 ligations of the Band under the Recycled Water  
10 Infrastructure Agreement for the design and  
11 construction of the Storage Pond, in an amount  
12 not to exceed \$2,500,000, adjusted for changes  
13 since June 30, 2009, in construction costs as  
14 indicated by engineering cost indices applicable  
15 to types of construction required to design and  
16 construct the Storage Pond.

17           (B) PROCEDURE.—The procedure for the  
18 Secretary to provide amounts pursuant to this  
19 section shall be as set forth in the Recycled  
20 Water Infrastructure Agreement.

21           (C) LEAD AGENCY.—The Bureau of Rec-  
22 lamation shall be the lead agency for purposes  
23 of the implementation of this section.

24           (D) LIABILITY.—The United States shall  
25 have no responsibility or liability for the Stor-



1           age Pond to be designed and constructed by  
2           RCWD.

3           (E) REVERSION.—If RCWD does not sub-  
4           mit the Storage Pond notice to the Band by the  
5           date that is 3 years after the enforceability  
6           date, the amounts remaining in the Pechanga  
7           Recycled Water Infrastructure account for pur-  
8           poses of the design and construction of the  
9           Storage Pond, including any interest that has  
10          accrued on those amounts, shall revert to the  
11          general fund of the Treasury.

12          (d) ESAA DELIVERY CAPACITY.—

13           (1) IN GENERAL.—The Secretary shall, using  
14           amounts from the Pechanga ESAA Delivery Capac-  
15           ity account, provide amounts for Interim Capacity  
16           and Permanent Capacity in accordance with this  
17           section.

18           (2) INTERIM CAPACITY.—

19           (A) IN GENERAL.—The Secretary shall,  
20           subject to the availability of appropriations,  
21           using amounts from the ESAA Delivery Capac-  
22           ity account, provide amounts necessary to fulfill  
23           the obligations of the Band under the ESAA  
24           Capacity Agreement for the provision by

1 RCWD of Interim Capacity to the Band in an  
2 amount not to exceed \$1,000,000.

3 (B) PROCEDURE.—The procedure for the  
4 Secretary to provide amounts pursuant to this  
5 section shall be as set forth in the ESAA Ca-  
6 pacity Agreement.

7 (C) LEAD AGENCY.—The Bureau of Rec-  
8 lamation shall be the lead agency for purposes  
9 of the implementation of this section.

10 (D) LIABILITY.—The United States shall  
11 have no responsibility or liability for the In-  
12 terim Capacity to be provided by RCWD.

13 (E) TRANSFER TO BAND.—If RCWD does  
14 not provide the Interim Capacity Notice re-  
15 quired pursuant to the ESAA Capacity Agree-  
16 ment by the date that is 60 days after the date  
17 required under the ESAA Capacity Agreement,  
18 the amounts in the Pechanga ESAA Delivery  
19 Capacity account for purposes of the provision  
20 of Interim Capacity and Permanent Capacity,  
21 including any interest that has accrued on those  
22 amounts, shall be available for use by the Band  
23 to provide alternative interim capacity in a  
24 manner that is similar to the Interim Capacity  
25 and Permanent Capacity that the Band would

1 have received had RCWD provided such Interim  
2 Capacity and Permanent Capacity.

3 (3) PERMANENT CAPACITY.—

4 (A) IN GENERAL.—On receipt of the Per-  
5 manent Capacity Notice pursuant to section  
6 5(b) of the ESAA Capacity Agreement, the Sec-  
7 retary, acting through the Bureau of Reclama-  
8 tion, shall enter into negotiations with RCWD  
9 and the Band to establish an agreement that  
10 will allow for the disbursement of amounts from  
11 the Pechanga ESAA Delivery Capacity account  
12 in accordance with subparagraph (B).

13 (B) SCHEDULE OF DISBURSEMENT.—

14 (i) IN GENERAL.—Subject to clause  
15 (ii), on execution of the ESAA Capacity  
16 Agreement, the Secretary shall, subject to  
17 the availability of appropriations and using  
18 amounts from the ESAA Delivery Capacity  
19 account, provide amounts necessary to ful-  
20 fill the obligations of the Band under the  
21 ESAA Capacity Agreement for the provi-  
22 sion by RCWD of Permanent Capacity to  
23 the Band in an amount not to exceed  
24 \$22,000,000.

1                   (ii) ADJUSTMENT.—The amount  
2                   under clause (i) shall be adjusted for  
3                   changes in construction costs since June  
4                   30, 2009, as indicated by engineering cost  
5                   indices applicable to types of construction  
6                   required to design and construct the Per-  
7                   manent Capacity.

8                   (C) PROCEDURE.—The procedure for the  
9                   Secretary to provide funds pursuant to this sec-  
10                  tion shall be as set forth in the ESAA Capacity  
11                  Agreement.

12                  (D) LEAD AGENCY.—The Bureau of Rec-  
13                  lamation shall be the lead agency for purposes  
14                  of the implementation of this section.

15                  (E) LIABILITY.—The United States shall  
16                  have no responsibility or liability for the Perma-  
17                  nent Capacity to be provided by RCWD.

18                  (F) TRANSFER TO BAND.—If RCWD does  
19                  not provide the Permanent Capacity Notice re-  
20                  quired pursuant to the ESAA Capacity Agree-  
21                  ment by the date that is 5 years after the en-  
22                  forceability date, the amounts in the Pechanga  
23                  ESAA Delivery Capacity account for purposes  
24                  of the provision of Permanent Capacity, includ-  
25                  ing any interest that has accrued on those

1 amounts, shall be available for use by the Band  
2 to provide alternative permanent capacity in a  
3 manner that is similar to the Permanent Ca-  
4 pacity that the Band would have received had  
5 RCWD provided such Permanent Capacity.

6 **SEC. 9. PECHANGA SETTLEMENT FUND.**

7 (a) ESTABLISHMENT.—There is established in the  
8 Treasury of the United States a fund to be known as the  
9 “Pechanga Settlement Fund”, to be administered by the  
10 Secretary for the purpose of carrying out this Act.

11 (b) TRANSFERS TO FUND.—The Fund shall consist  
12 of such amounts as are deposited in the Fund under sec-  
13 tion 11(a).

14 (c) ACCOUNTS OF PECHANGA SETTLEMENT FUND.—  
15 The Secretary shall establish in the Fund the following  
16 accounts:

17 (1) Pechanga Recycled Water Infrastructure ac-  
18 count, consisting of amounts authorized to be appro-  
19 priated under section 11(a)(1).

20 (2) Pechanga ESAA Delivery Capacity account,  
21 consisting of amounts authorized to be appropriated  
22 under section 11(a)(2).

23 (3) Pechanga Water Fund account, consisting  
24 of amounts authorized to be appropriated under sec-  
25 tion 11(a)(3).

1           (4) Pechanga Water Quality account, consisting  
2 of amounts authorized to be appropriated under sec-  
3 tion 11(a)(4).

4 (d) DEPOSITS TO FUND.—

5           (1) IN GENERAL.—The Secretary of the Treas-  
6 ury shall promptly deposit in the Fund any amounts  
7 appropriated to the Fund.

8           (2) DEPOSITS TO ACCOUNTS.—The Secretary of  
9 the Treasury shall deposit amounts in the accounts  
10 of the Fund established under subsection (c).

11 (e) MANAGEMENT.—

12           (1) IN GENERAL.—The Secretary shall manage  
13 the Fund, make investments from the Fund, and  
14 make amounts available from the Fund for distribu-  
15 tion to the Band consistent with the American In-  
16 dian Trust Fund Management Reform Act of 1994  
17 (25 U.S.C. 4001 et seq.).

18           (2) INVESTMENT OF PECHANGA SETTLEMENT  
19 FUND.—Beginning on the date of enactment of this  
20 Act, the Secretary shall invest amounts in the Fund  
21 in accordance with—

22                   (A) the Act of April 1, 1880 (25 U.S.C.  
23                   161);

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

1 (C) the obligations of Federal corporations  
2 and Federal Government-sponsored entities, the  
3 charter documents of which provide that the ob-  
4 ligations of the entities are lawful investments  
5 for federally managed funds, including—

6 (i) the obligations of the United  
7 States Postal Service described in section  
8 2005 of title 39, United States Code;

9 (ii) bonds and other obligations of the  
10 Tennessee Valley Authority described in  
11 section 15d of the Tennessee Valley Au-  
12 thority Act of 1933 (16 U.S.C. 831n-4);

13 (iii) mortgages, obligations, and other  
14 securities of the Federal Home Loan Mort-  
15 gage Corporation described in section 303  
16 of the Federal Home Loan Mortgage Cor-  
17 poration Act (12 U.S.C. 1452); and

18 (iv) bonds, notes, and debentures of  
19 the Commodity Credit Corporation de-  
20 scribed in section 4 of the Act of March 8,  
21 1938 (15 U.S.C. 713a-4).

22 (3) DISTRIBUTIONS FROM PECHANGA SETTLE-  
23 MENT FUND.—

1 (A) IN GENERAL.—Amounts from the  
2 Fund shall be used in accordance with subpara-  
3 graphs (B) through (E).

4 (B) PECHANGA RECYCLED WATER INFRA-  
5 STRUCTURE ACCOUNT.—The Pechanga Recy-  
6 cled Water Infrastructure account shall be used  
7 for expenditures by the Band in accordance  
8 with section 8(c).

9 (C) PECHANGA ESAA DELIVERY CAPACITY  
10 ACCOUNT.—The Pechanga ESAA Delivery Ca-  
11 pacity account shall be used for expenditures by  
12 the Band in accordance with section 8(d).

13 (D) PECHANGA WATER FUND ACCOUNT.—  
14 The Pechanga Water Fund account shall be  
15 used for—

16 (i) payment of the EMWD Connection  
17 Fee;

18 (ii) payment of the MWD Connection  
19 Fee; and

20 (iii) any expenses, charges, or fees in-  
21 curred by the Band in connection with the  
22 delivery or use of water pursuant to the  
23 Pechanga Settlement Agreement.

24 (E) PECHANGA WATER QUALITY AC-  
25 COUNT.—The Pechanga Water Quality account



1 shall be used by the Band to fund groundwater  
2 desalination activities within the Wolf Valley  
3 Basin.

4 (4) WITHDRAWALS BY BAND.—

5 (A) IN GENERAL.—The Band may with-  
6 draw any portion of amounts in the Fund on  
7 approval by the Secretary of a tribal manage-  
8 ment plan in accordance with the American In-  
9 dian Trust Fund Management Reform Act of  
10 1994 (25 U.S.C. 4001 et seq.).

11 (B) REQUIREMENTS.—

12 (i) IN GENERAL.—In addition to the  
13 requirements under the American Indian  
14 Trust Fund Management Reform Act of  
15 1994 (25 U.S.C. 4001 et seq.), the tribal  
16 management plan of the Band under sub-  
17 paragraph (A) shall require that the Band  
18 spend any amounts withdrawn from the  
19 Fund in accordance with this Act.

20 (ii) ENFORCEMENT.—The Secretary  
21 may carry out such judicial or administra-  
22 tive actions as the Secretary determines to  
23 be necessary to enforce a tribal manage-  
24 ment plan to ensure that amounts with-  
25 drawn by the Band from the Fund under

1           this paragraph are used in accordance with  
2           this Act.

3           (C) LIABILITY.—The Secretary and the  
4           Secretary of the Treasury shall not be liable for  
5           the expenditure or investment of amounts with-  
6           drawn from the Fund by the Band under this  
7           paragraph.

8           (D) EXPENDITURE PLAN.—

9           (i) IN GENERAL.—For each fiscal  
10          year, the Band shall submit to the Sec-  
11          retary for approval an expenditure plan for  
12          any portion of the amounts described in  
13          subparagraph (A) that the Band elects not  
14          to withdraw under this paragraph during  
15          the fiscal year.

16          (ii) INCLUSION.—An expenditure plan  
17          under clause (i) shall include a description  
18          of the manner in which, and the purposes  
19          for which, funds of the Band remaining in  
20          the Fund will be used during subsequent  
21          fiscal years.

22          (iii) APPROVAL.—On receipt of an ex-  
23          penditure plan under clause (i), the Sec-  
24          retary shall approve the plan if the Sec-  
25          retary determines that the plan is—

1 (I) reasonable; and

2 (II) consistent with this Act.

3 (5) ANNUAL REPORTS.—The Band shall submit  
4 to the Secretary annual reports describing each ex-  
5 penditure by the Band of amounts in the Fund dur-  
6 ing the preceding calendar year.

7 (6) CERTAIN PER CAPITA DISTRIBUTIONS PRO-  
8 HIBITED.—No amounts in the Fund shall be distrib-  
9 uted to any member of the Band on a per capita  
10 basis.

11 (f) AVAILABILITY.—Amounts in the Fund shall be  
12 available for use by the Secretary and withdrawal by the  
13 Band beginning on the enforceability date.

14 **SEC. 10. MISCELLANEOUS PROVISIONS.**

15 (a) WAIVER OF SOVEREIGN IMMUNITY BY THE  
16 UNITED STATES.—Except as provided in subsections (a)  
17 through (e) of section 208 of the Department of Justice  
18 Appropriation Act, 1953 (43 U.S.C. 666), nothing in this  
19 Act waives the sovereign immunity of the United States.

20 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—  
21 Nothing in this Act quantifies or diminishes any land or  
22 water right, or any claim or entitlement to land or water,  
23 of an Indian tribe, band, or community other than the  
24 Band.

1 (c) LIMITATION ON CLAIMS FOR REIMBURSEMENT.—

2 With respect to Indian land within the Reservation—

3 (1) the United States shall not submit against  
4 any Indian-owned land located within the Reserva-  
5 tion any claim for reimbursement of the cost to the  
6 United States of carrying out this Act and the  
7 Pechanga Settlement Agreement; and

8 (2) no assessment of any Indian-owned land lo-  
9 cated within the Reservation shall be made regard-  
10 ing that cost.

11 (d) EFFECT ON CURRENT LAW.—Nothing in this  
12 section affects any provision of law (including regulations)  
13 in effect on the day before the date of enactment of this  
14 Act with respect to preenforcement review of any Federal  
15 environmental enforcement action.

16 **SEC. 11. AUTHORIZATION OF APPROPRIATIONS.**

17 (a) AUTHORIZATION OF APPROPRIATIONS.—

18 (1) PECHANGA RECYCLED WATER INFRASTRUC-  
19 TURE ACCOUNT.—There is authorized to be appro-  
20 priated \$2,500,000, for deposit in the Pechanga Re-  
21 cycled Water Infrastructure account, adjusted for  
22 changes in construction costs since June 30, 2009,  
23 in engineering cost indices applicable to types of  
24 construction required to design and construct the

1 Storage Pond, to carry out the activities described in  
2 section 8(c).

3 (2) PECHANGA ESAA DELIVERY CAPACITY AC-  
4 COUNT.—There is authorized to be appropriated  
5 \$23,000,000, for deposit in the Pechanga ESAA De-  
6 livery Capacity account, adjusted for changes in con-  
7 struction costs since June 30, 2009, in engineering  
8 cost indices applicable to types of construction re-  
9 quired to provide the Interim Capacity and the Per-  
10 manent Capacity, to carry out the activities de-  
11 scribed in paragraphs (2) and (3) of section 8(d).

12 (3) PECHANGA WATER FUND ACCOUNT.—There  
13 is authorized to be appropriated \$12,232,000 for de-  
14 posit in the Pechanga Water Fund account, adjusted  
15 to reflect changes in appropriate cost indices during  
16 the period beginning on the date of enactment and  
17 ending on the date of appropriation, for the pur-  
18 poses set forth in section 9(e)(3)(D).

19 (4) PECHANGA WATER QUALITY ACCOUNT.—  
20 There is authorized to be appropriated \$2,460,000  
21 for deposit in the Pechanga Water Quality account,  
22 adjusted to reflect changes in appropriate cost indi-  
23 ces during the period beginning on the date of enact-  
24 ment and ending on the date of appropriation, for  
25 the purposes set forth in section 9(e)(3)(E).

1 **SEC. 12. REPEAL ON FAILURE OF ENFORCEABILITY DATE.**

2 If the Secretary does not publish a statement of find-  
3 ings under section 7(e) by April 30, 2030, or such alter-  
4 native later date as is agreed to by the Band and the Sec-  
5 retary, as applicable—

6 (1) this Act is repealed effective on the later of  
7 May 1, 2030, or the day after the alternative date  
8 agreed to by the Band and the Secretary;

9 (2) any action taken by the Secretary and any  
10 contract or agreement pursuant to the authority pro-  
11 vided under any provision of this Act shall be void;

12 (3) any amounts appropriated under section 11,  
13 together with any interest on those amounts, shall  
14 immediately revert to the general fund of the Treas-  
15 ury; and

16 (4) any amounts made available under section  
17 11 that remain unexpended shall immediately revert  
18 to the general fund of the Treasury.

19 **SEC. 13. ANTIDEFICIENCY.**

20 The United States shall not be liable for any failure  
21 to carry out any obligation or activity authorized to be  
22 carried out by this Act (including any obligation or activity  
23 under the Pechanga Settlement Agreement) if adequate  
24 appropriations are not provided expressly by Congress to  
25 carry out the purposes of this Act or there are not enough  
26 monies available to carry out the purposes of this Act in—

1           (1) the Reclamation Water Settlements Fund  
2           established under section 10501(a) of the Omnibus  
3           Public Land Management Act of 2009 (43 U.S.C.  
4           407(a)); or

5           (2) the Emergency Fund for Indian Safety and  
6           Health established by section 601(a) of the Tom  
7           Lantos and Henry J. Hyde United States Global  
8           Leadership Against HIV/AIDS, Tuberculosis, and  
9           Malaria Reauthorization Act of 2008 (25 U.S.C.  
10          443c(a)).

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