

Union Calendar No. 644

114TH CONGRESS
2^D SESSION

H. R. 5984

[Report No. 114–821]

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

IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 9, 2016

Mr. CALVERT (for himself and Mr. HUNTER) introduced the following bill;
which was referred to the Committee on Natural Resources

NOVEMBER 14, 2016

Additional sponsors: Mrs. TORRES and Mrs. NAPOLITANO

NOVEMBER 14, 2016

Committed to the Committee of the Whole House on the State of the Union
and ordered to be printed

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; TABLE OF CONTENTS.**

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; table of contents.
- 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. Expiration on failure of enforceability date.
- Sec. 13. Antideficiency.

9 **SEC. 2. PURPOSES.**

10 The purposes of this Act are—

11 (1) to achieve a fair, equitable, and final settle-
 12 ment of claims to water rights and certain claims for
 13 injuries to water rights in the Santa Margarita
 14 River Watershed for—

15 (A) the Band; and

16 (B) the United States, acting in its capac-
 17 ity as trustee for the Band and Allottees;

1 (2) to achieve a fair, equitable, and final settle-
2 ment of certain claims by the Band and Allottees
3 against the United States;

4 (3) to authorize, ratify, and confirm the
5 Pechanga Settlement Agreement to be entered into
6 by the Band, RCWD, and the United States;

7 (4) to authorize and direct the Secretary—

8 (A) to execute the Pechanga Settlement
9 Agreement; and

10 (B) to take any other action necessary to
11 carry out the Pechanga Settlement Agreement
12 in accordance with this Act; and

13 (5) to authorize the appropriation of amounts
14 necessary for the implementation of the Pechanga
15 Settlement Agreement and this Act.

16 **SEC. 3. DEFINITIONS.**

17 In this Act:

18 (1) **ADJUDICATION COURT.**—The term “Adju-
19 dication Court” means the United States District
20 Court for the Southern District of California, which
21 exercises continuing jurisdiction over the Adjudica-
22 tion Proceeding.

23 (2) **ADJUDICATION PROCEEDING.**—The term
24 “Adjudication Proceeding” means litigation initiated
25 by the United States regarding relative water rights

1 in the Santa Margarita River Watershed in United
2 States v. Fallbrook Public Utility District et al., Civ.
3 No. 3:51-cv-01247 (S.D.C.A.), including any litigation
4 initiated to interpret or enforce the relative
5 water rights in the Santa Margarita River Watershed
6 pursuant to the continuing jurisdiction of the
7 Adjudication Court over the Fallbrook Decree.

8 (3) ALLOTTEE.—The term “Allottee” means an
9 individual who holds a beneficial real property interest
10 in an Indian allotment that is—

11 (A) located within the Reservation; and

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

13 (4) BAND.—The term “Band” means Pechanga
14 Band of Luiseño Mission Indians, a federally recognized
15 sovereign Indian tribe that functions as a custom and
16 tradition Indian tribe, acting on behalf of
17 itself and its members, but not acting on behalf of
18 members in their capacities as Allottees.

19 (5) CLAIMS.—The term “claims” means rights,
20 claims, demands, actions, compensation, or causes of
21 action, whether known or unknown.

22 (6) EMWD.—The term “EMWD” means Eastern
23 Municipal Water District, a municipal water district
24 organized and existing in accordance with the
25 Municipal Water District Law of 1911, Division 20

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

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

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

10 (9) ESAA CAPACITY AGREEMENT.—The term
11 “ESAA Capacity Agreement” means the “ESAA
12 Capacity Agreement”, among the Band, RCWD, and
13 the United States.

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

20 (11) ESAA WATER DELIVERY AGREEMENT.—
21 The term “ESAA Water Delivery Agreement”
22 means the agreement among EMWD, RCWD, and
23 the Band, establishing the terms and conditions of
24 water service to the Band.

1 (12) EXTENSION OF SERVICE AREA AGREE-
2 MENT.—The term “Extension of Service Area
3 Agreement” means the “Extension of Service Area
4 Agreement”, among the Band, EMWD, and MWD,
5 for the provision of water service by EMWD to a
6 designated portion of the Reservation using water
7 supplied by MWD.

8 (13) FALLBROOK DECREE.—

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

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

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

22 (15) INDIAN TRIBE.—The term “Indian tribe”
23 has the meaning given the term in section 4 of the
24 Indian Self-Determination and Education Assistance
25 Act (25 U.S.C. 5304).

1 (16) INJURY TO WATER RIGHTS.—The term
2 “injury to water rights” means an interference with,
3 diminution of, or deprivation of water rights under
4 Federal or State law.

5 (17) INTERIM CAPACITY.—The term “Interim
6 Capacity” has the meaning set forth in the ESAA
7 Capacity Agreement.

8 (18) INTERIM CAPACITY NOTICE.—The term
9 “Interim Capacity Notice” has the meaning set
10 forth in the ESAA Capacity Agreement.

11 (19) INTERLOCUTORY JUDGMENT NO. 41.—The
12 term “Interlocutory Judgment No. 41” means Inter-
13 locutory Judgment No. 41 issued in the Adjudica-
14 tion Proceeding on November 8, 1962, including all
15 court orders, judgments, and decisions supplemental
16 to that interlocutory judgment.

17 (20) MWD.—The term “MWD” means the
18 Metropolitan Water District of Southern California,
19 a metropolitan water district organized and incor-
20 porated under the Metropolitan Water District Act
21 of the State of California (Stats. 1969, Chapter 209,
22 as amended).

23 (21) MWD CONNECTION FEE.—The term
24 “MWD Connection Fee” has the meaning set forth
25 in the Extension of Service Area Agreement.

1 (22) PECHANGA ESAA DELIVERY CAPACITY AC-
 2 COUNT.—The term “Pechanga ESAA Delivery Ca-
 3 pacity account” means the account established by
 4 section 9(c)(2).

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

9 (24) PECHANGA SETTLEMENT AGREEMENT.—
 10 The term “Pechanga Settlement Agreement” means
 11 the Pechanga Settlement Agreement, dated April 8,
 12 2016, together with the exhibits to that agreement,
 13 entered into by the Band, the United States on be-
 14 half of the Band, its members and Allottees, MWD,
 15 EMWD, and RCWD, including—

16 (A) the Extension of Service Area Agree-
 17 ment;

18 (B) the ESAA Capacity Agreement; and

19 (C) the ESAA Water Delivery Agreement.

20 (25) PECHANGA WATER CODE.—The term
 21 “Pechanga Water Code” means a water code to be
 22 adopted by the Band in accordance with section 5(f).

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

1 (27) PECHANGA WATER QUALITY ACCOUNT.—
 2 The term “Pechanga Water Quality account” means
 3 the account established by section 9(c)(4).

4 (28) PERMANENT CAPACITY.—The term “Per-
 5 manent Capacity” has the meaning set forth in the
 6 ESAA Capacity Agreement.

7 (29) PERMANENT CAPACITY NOTICE.—The
 8 term “Permanent Capacity Notice” has the meaning
 9 set forth in the ESAA Capacity Agreement.

10 (30) RCWD.—

11 (A) IN GENERAL.—The term “RCWD”
 12 means the Rancho California Water District or-
 13 ganized pursuant to section 34000 et seq. of
 14 the California Water Code.

15 (B) INCLUSIONS.—The term “RCWD” in-
 16 cludes all real property owners for whom
 17 RCWD acts as an agent pursuant to an agency
 18 agreement.

19 (31) RECYCLED WATER INFRASTRUCTURE
 20 AGREEMENT.—The term “Recycled Water Infra-
 21 structure Agreement” means the “Recycled Water
 22 Infrastructure Agreement” among the Band,
 23 RCWD, and the United States.

24 (32) RECYCLED WATER TRANSFER AGREE-
 25 MENT.—The term “Recycled Water Transfer Agree-

1 ment” means the “Recycled Water Transfer Agree-
2 ment” between the Band and RCWD.

3 (33) RESERVATION.—

4 (A) IN GENERAL.—The term “Reserva-
5 tion” means the land depicted on the map at-
6 tached to the Pechanga Settlement Agreement
7 as Exhibit I.

8 (B) APPLICABILITY OF TERM.—The term
9 “Reservation” shall be used solely for the pur-
10 poses of the Pechanga Settlement Agreement,
11 this Act, and any judgment or decree issued by
12 the Adjudication Court approving the Pechanga
13 Settlement Agreement.

14 (34) SANTA MARGARITA RIVER WATERSHED.—

15 The term “Santa Margarita River Watershed”
16 means the watershed that is the subject of the Adju-
17 dication Proceeding and the Fallbrook Decree.

18 (35) SECRETARY.—The term “Secretary”
19 means the Secretary of the Interior.

20 (36) STATE.—The term “State” means the
21 State of California.

22 (37) STORAGE POND.—The term “Storage
23 Pond” has the meaning set forth in the Recycled
24 Water Infrastructure Agreement.

1 (38) TRIBAL WATER RIGHT.—The term “Tribal
2 Water Right” means the water rights ratified, con-
3 firmed, and declared to be valid for the benefit of
4 the Band and Allottees, as set forth and described
5 in section 5.

6 **SEC. 4. APPROVAL OF THE PECHANGA SETTLEMENT**
7 **AGREEMENT.**

8 (a) RATIFICATION OF PECHANGA SETTLEMENT
9 AGREEMENT.—

10 (1) IN GENERAL.—Except as modified by this
11 Act, and to the extent that the Pechanga Settlement
12 Agreement does not conflict with this Act, the
13 Pechanga Settlement Agreement is authorized, rati-
14 fied, and confirmed.

15 (2) AMENDMENTS.—Any amendment to the
16 Pechanga Settlement Agreement is authorized, rati-
17 fied, and confirmed, to the extent that the amend-
18 ment is executed to make the Pechanga Settlement
19 Agreement consistent with this Act.

20 (b) EXECUTION OF PECHANGA SETTLEMENT AGREE-
21 MENT.—

22 (1) IN GENERAL.—To the extent that the
23 Pechanga Settlement Agreement does not conflict
24 with this Act, the Secretary is directed to and
25 promptly shall execute—

1 (A) the Pechanga Settlement Agreement
2 (including any exhibit to the Pechanga Settle-
3 ment Agreement requiring the signature of the
4 Secretary); and

5 (B) any amendment to the Pechanga Set-
6 tlement Agreement necessary to make the
7 Pechanga Settlement Agreement consistent with
8 this Act.

9 (2) MODIFICATIONS.—Nothing in this Act pre-
10 cludes the Secretary from approving modifications to
11 exhibits to the Pechanga Settlement Agreement not
12 inconsistent with this Act, to the extent those modi-
13 fications do not otherwise require congressional ap-
14 proval pursuant to section 2116 of the Revised Stat-
15 utes (25 U.S.C. 177) or other applicable Federal
16 law.

17 (c) ENVIRONMENTAL COMPLIANCE.—

18 (1) IN GENERAL.—In implementing the
19 Pechanga Settlement Agreement, the Secretary shall
20 promptly comply with all applicable requirements
21 of—

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

24 (B) the Endangered Species Act of 1973
25 (16 U.S.C. 1531 et seq.);

1 (C) all other applicable Federal environ-
2 mental laws; and

3 (D) all regulations promulgated under the
4 laws described in subparagraphs (A) through
5 (C).

6 (2) EXECUTION OF THE PECHANGA SETTLE-
7 MENT AGREEMENT.—

8 (A) IN GENERAL.—Execution of the
9 Pechanga Settlement Agreement by the Sec-
10 retary under this section shall not constitute a
11 major Federal action under the National Envi-
12 ronmental Policy Act of 1969 (42 U.S.C. 4321
13 et seq.).

14 (B) COMPLIANCE.—The Secretary is di-
15 rected to carry out all Federal compliance nec-
16 essary to implement the Pechanga Settlement
17 Agreement.

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

21 **SEC. 5. TRIBAL WATER RIGHT.**

22 (a) INTENT OF CONGRESS.—It is the intent of Con-
23 gress to provide to each Allottee benefits that are equal
24 to or exceed the benefits Allottees possess as of the date
25 of enactment of this Act, taking into consideration—

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

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

5 (3) the availability of water from the Tribal
6 Water Right and other water sources as set forth in
7 the Pechanga Settlement Agreement; and

8 (4) the applicability of section 7 of the Act of
9 February 8, 1887 (25 U.S.C. 381), and this Act to
10 protect the interests of Allottees.

11 (b) CONFIRMATION OF TRIBAL WATER RIGHT.—

12 (1) IN GENERAL.—A Tribal Water Right of up
13 to 4,994 acre-feet of water per year that, under nat-
14 ural conditions, is physically available on the Res-
15 ervation is confirmed in accordance with the Find-
16 ings of Fact and Conclusions of Law set forth in In-
17 terlocutory Judgment No. 41, as affirmed by the
18 Fallbrook Decree.

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

24 (c) HOLDING IN TRUST.—The Tribal Water Right,
25 as set forth in subsection (b), shall—

1 (1) be held in trust by the United States on be-
2 half of the Band and the Allottees in accordance
3 with this section;

4 (2) include the priority dates described in Inter-
5 locutory Judgment No. 41, as affirmed by the
6 Fallbrook Decree; and

7 (3) not be subject to forfeiture or abandonment.

8 (d) ALLOTTEES.—

9 (1) APPLICABILITY OF ACT OF FEBRUARY 8,
10 1887.—The provisions of section 7 of the Act of Feb-
11 ruary 8, 1887 (25 U.S.C. 381), relating to the use
12 of water for irrigation purposes shall apply to the
13 Tribal Water Right.

14 (2) ENTITLEMENT TO WATER.—Any entitle-
15 ment to water of an Allottee under Federal law shall
16 be satisfied from the Tribal Water Right.

17 (3) ALLOCATIONS.—Allotted land located within
18 the exterior boundaries of the Reservation shall be
19 entitled to a just and equitable allocation of water
20 for irrigation and domestic purposes from the Tribal
21 Water Right.

22 (4) EXHAUSTION OF REMEDIES.—Before as-
23 serting any claim against the United States under
24 section 7 of the Act of February 8, 1887 (25 U.S.C.
25 381), or any other applicable law, an Allottee shall

1 exhaust remedies available under the Pechanga
2 Water Code or other applicable tribal law.

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

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

11 (e) AUTHORITY OF BAND.—

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

16 (A) the Pechanga Settlement Agreement;
17 and

18 (B) applicable Federal law.

19 (2) LEASES BY ALLOTTEES.—

20 (A) IN GENERAL.—An Allottee may lease
21 any interest in land held by the Allottee, to-
22 gether with any water right determined to be
23 appurtenant to that interest in land.

24 (B) WATER RIGHT APPURTENANT.—Any
25 water right determined to be appurtenant to an

1 interest in land leased by an Allottee shall be
2 used on such land on the Reservation.

3 (f) PECHANGA WATER CODE.—

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

7 (A) the management, regulation, and gov-
8 ernance of all uses of the Tribal Water Right
9 in accordance with the Pechanga Settlement
10 Agreement; and

11 (B) establishment by the Band of condi-
12 tions, permit requirements, and other limita-
13 tions relating to the storage, recovery, and use
14 of the Tribal Water Right in accordance with
15 the Pechanga Settlement Agreement.

16 (2) INCLUSIONS.—Subject to the approval of
17 the Secretary, the Pechanga Water Code shall pro-
18 vide—

19 (A) that allocations of water to Allottees
20 shall be satisfied with water from the Tribal
21 Water Right;

22 (B) that charges for delivery of water for
23 irrigation purposes for Allottees shall be as-
24 sessed on a just and equitable basis;

1 (C) a process by which an Allottee may re-
2 quest that the Band provide water for irrigation
3 or domestic purposes in accordance with this
4 Act;

5 (D) a due process system for the consider-
6 ation and determination by the Band of any re-
7 quest by an Allottee (or any successor in inter-
8 est to an Allottee) for an allocation of such
9 water for irrigation or domestic purposes on al-
10 lotted land, including a process for—

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

13 (ii) resolution of any contested admin-
14 istrative decision; and

15 (E) a requirement that any Allottee with a
16 claim relating to the enforcement of rights of
17 the Allottee under the Pechanga Water Code or
18 relating to the amount of water allocated to
19 land of the Allottee must first exhaust remedies
20 available to the Allottee under tribal law and
21 the Pechanga Water Code before initiating an
22 action against the United States or petitioning
23 the Secretary pursuant to subsection (d)(4).

24 (3) ACTION BY SECRETARY.—

1 (A) IN GENERAL.—The Secretary shall ad-
2 minister the Tribal Water Right until the
3 Pechanga Water Code is enacted and approved
4 under this section.

5 (B) APPROVAL.—Any provision of the
6 Pechanga Water Code and any amendment to
7 the Pechanga Water Code that affects the
8 rights of Allottees—

9 (i) shall be subject to the approval of
10 the Secretary; and

11 (ii) shall not be valid until approved
12 by the Secretary.

13 (C) APPROVAL PERIOD.—The Secretary
14 shall approve or disapprove the Pechanga
15 Water Code within a reasonable period of time
16 after the date on which the Band submits the
17 Pechanga Water Code to the Secretary for ap-
18 proval.

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

21 (1) authorizes any action by an Allottee against
22 any individual or entity, or against the Band, under
23 Federal, State, tribal, or local law; or

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

4 **SEC. 6. SATISFACTION OF CLAIMS.**

5 (a) IN GENERAL.—The benefits provided to the Band
6 under the Pechanga Settlement Agreement and this Act
7 shall be in complete replacement of, complete substitution
8 for, and full satisfaction of all claims of the Band against
9 the United States that are waived and released pursuant
10 to section 7.

11 (b) ALLOTTEE CLAIMS.—The benefits realized by the
12 Allottees under this Act shall be in complete replacement
13 of, complete substitution for, and full satisfaction of—

14 (1) all claims that are waived and released pur-
15 suant to section 7; and

16 (2) any claims of the Allottees against the
17 United States that the Allottees have or could have
18 asserted that are similar in nature to any claim de-
19 scribed in section 7.

20 (c) NO RECOGNITION OF WATER RIGHTS.—Except
21 as provided in section 5(d), nothing in this Act recognizes
22 or establishes any right of a member of the Band or an
23 Allottee to water within the Reservation.

24 (d) CLAIMS RELATING TO DEVELOPMENT OF WATER
25 FOR RESERVATION.—

1 (1) IN GENERAL.—The amounts authorized to
2 be appropriated pursuant to section 11 shall be used
3 to satisfy any claim of the Allottees against the
4 United States with respect to the development or
5 protection of water resources for the Reservation.

6 (2) SATISFACTION OF CLAIMS.—Upon the com-
7 plete appropriation of amounts authorized pursuant
8 to section 11, any claim of the Allottees against the
9 United States with respect to the development or
10 protection of water resources for the Reservation
11 shall be deemed to have been satisfied.

12 **SEC. 7. WAIVER OF CLAIMS.**

13 (a) IN GENERAL.—

14 (1) WAIVER OF CLAIMS BY THE BAND AND THE
15 UNITED STATES ACTING IN ITS CAPACITY AS TRUST-
16 EE FOR THE BAND.—

17 (A) IN GENERAL.—Subject to the retention
18 of rights set forth in subsection (c), in return
19 for recognition of the Tribal Water Right and
20 other benefits as set forth in the Pechanga Set-
21 tlement Agreement and this Act, the Band, and
22 the United States, acting as trustee for the
23 Band, are authorized and directed to execute a
24 waiver and release of all claims for water rights
25 within the Santa Margarita River Watershed

1 that the Band, or the United States acting as
2 trustee for the Band, asserted or could have as-
3 serted in any proceeding, including the Adju-
4 dication Proceeding, except to the extent that
5 such rights are recognized in the Pechanga Set-
6 tlement Agreement and this Act.

7 (B) CLAIMS AGAINST RCWD.—Subject to
8 the retention of rights set forth in subsection
9 (c) and notwithstanding any provisions to the
10 contrary in the Pechanga Settlement Agree-
11 ment, the Band and the United States, on be-
12 half of the Band and Allottees, fully release, ac-
13 quit, and discharge RCWD from—

14 (i) claims for injuries to water rights
15 in the Santa Margarita River Watershed
16 for land located within the Reservation
17 arising or occurring at any time up to and
18 including June 30, 2009;

19 (ii) claims for injuries to water rights
20 in the Santa Margarita River Watershed
21 for land located within the Reservation
22 arising or occurring at any time after June
23 30, 2009, resulting from the diversion or
24 use of water in a manner not in violation

1 of the Pechanga Settlement Agreement or
2 this Act;

3 (iii) claims for subsidence damage to
4 land located within the Reservation arising
5 or occurring at any time up to and includ-
6 ing June 30, 2009;

7 (iv) claims for subsidence damage
8 arising or occurring after June 30, 2009,
9 to land located within the Reservation re-
10 sulting from the diversion of underground
11 water in a manner consistent with the
12 Pechanga Settlement Agreement or this
13 Act; and

14 (v) claims arising out of, or relating in
15 any manner to, the negotiation or execu-
16 tion of the Pechanga Settlement Agree-
17 ment or the negotiation or execution of
18 this Act.

19 (2) CLAIMS BY THE UNITED STATES ACTING IN
20 ITS CAPACITY AS TRUSTEE FOR ALLOTTEES.—Sub-
21 ject to the retention of claims set forth in subsection
22 (c), in return for recognition of the Tribal Water
23 Right and other benefits as set forth in the
24 Pechanga Settlement Agreement and this Act, the
25 United States, acting as trustee for Allottees, is au-

1 thorized and directed to execute a waiver and release
2 of all claims for water rights within the Santa Mar-
3 garita River Watershed that the United States, act-
4 ing as trustee for the Allottees, asserted or could
5 have asserted in any proceeding, including the Adju-
6 dication Proceeding, except to the extent such rights
7 are recognized in the Pechanga Settlement Agree-
8 ment and this Act.

9 (3) CLAIMS BY THE BAND AGAINST THE
10 UNITED STATES.—Subject to the retention of rights
11 set forth in subsection (c), the Band, is authorized
12 to execute a waiver and release of—

13 (A) all claims against the United States
14 (including the agencies and employees of the
15 United States) relating to claims for water
16 rights in, or water of, the Santa Margarita
17 River Watershed that the United States, acting
18 in its capacity as trustee for the Band, as-
19 serted, or could have asserted, in any pro-
20 ceeding, including the Adjudication Proceeding,
21 except to the extent that those rights are recog-
22 nized in the Pechanga Settlement Agreement
23 and this Act;

24 (B) all claims against the United States
25 (including the agencies and employees of the

1 United States) relating to damages, losses, or
2 injuries to water, water rights, land, or natural
3 resources due to loss of water or water rights
4 (including damages, losses or injuries to hunt-
5 ing, fishing, gathering, or cultural rights due to
6 loss of water or water rights, claims relating to
7 interference with, diversion, or taking of water
8 or water rights, or claims relating to failure to
9 protect, acquire, replace, or develop water,
10 water rights, or water infrastructure) in the
11 Santa Margarita River Watershed that first ac-
12 crued at any time up to and including the en-
13 forceability date;

14 (C) all claims against the United States
15 (including the agencies and employees of the
16 United States) relating to the pending litigation
17 of claims relating to the water rights of the
18 Band in the Adjudication Proceeding; and

19 (D) all claims against the United States
20 (including the agencies and employees of the
21 United States) relating to the negotiation or
22 execution of the Pechanga Settlement Agree-
23 ment or the negotiation or execution of this
24 Act.

1 (b) EFFECTIVENESS OF WAIVERS AND RELEASES.—

2 The waivers under subsection (a) shall take effect on the
3 enforceability date.

4 (c) RESERVATION OF RIGHTS AND RETENTION OF

5 CLAIMS.—Notwithstanding the waivers and releases au-
6 thorized in this Act, the Band, on behalf of itself and the
7 members of the Band, and the United States, acting in
8 its capacity as trustee for the Band and Allottees, retain—

9 (1) all claims for enforcement of the Pechanga
10 Settlement Agreement and this Act;

11 (2) all claims against any person or entity other
12 than the United States and RCWD, including claims
13 for monetary damages;

14 (3) all claims for water rights that are outside
15 the jurisdiction of the Adjudication Court;

16 (4) all rights to use and protect water rights ac-
17 quired on or after the enforceability date; and

18 (5) all remedies, privileges, immunities, powers,
19 and claims, including claims for water rights, not
20 specifically waived and released pursuant to this Act
21 and the Pechanga Settlement Agreement.

22 (d) EFFECT OF PECHANGA SETTLEMENT AGREE-
23 MENT AND ACT.—Nothing in the Pechanga Settlement
24 Agreement or this Act—

1 (1) affects the ability of the United States, act-
2 ing as a sovereign, to take actions authorized by law,
3 including any laws relating to health, safety, or the
4 environment, including—

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

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

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

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

14 (2) affects the ability of the United States to
15 take actions acting as trustee for any other Indian
16 tribe or an Allottee of any other Indian tribe;

17 (3) confers jurisdiction on any State court—

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

20 (B) to determine the duties of the United
21 States or other parties pursuant to Federal law
22 regarding health, safety, or the environment; or

23 (C) to conduct judicial review of Federal
24 agency action;

1 (4) waives any claim of a member of the Band
2 in an individual capacity that does not derive from
3 a right of the Band;

4 (5) limits any funding that RCWD would other-
5 wise be authorized to receive under any Federal law,
6 including, the Reclamation Wastewater and Ground-
7 water Study and Facilities Act (43 U.S.C. 390h et
8 seq.) as that Act applies to permanent facilities for
9 water recycling, demineralization, and desalination,
10 and distribution of nonpotable water supplies in
11 Southern Riverside County, California;

12 (6) characterizes any amounts received by
13 RCWD under the Pechanga Settlement Agreement
14 or this Act as Federal for purposes of section 1649
15 of the Reclamation Wastewater and Groundwater
16 Study and Facilities Act (43 U.S.C. 390h–32); or

17 (7) affects the requirement of any party to the
18 Pechanga Settlement Agreement or any of the exhib-
19 its to the Pechanga Settlement Agreement to comply
20 with the National Environmental Policy Act of 1969
21 (42 U.S.C. 4321 et seq.) or the California Environ-
22 mental Quality Act (Cal. Pub. Res. Code 21000 et
23 seq.) prior to performing the respective obligations
24 of that party under the Pechanga Settlement Agree-

1 ment or any of the exhibits to the Pechanga Settle-
2 ment Agreement.

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

6 (1) the Adjudication Court has approved and
7 entered a judgment and decree approving the
8 Pechanga Settlement Agreement in substantially the
9 same form as Appendix 2 to the Pechanga Settle-
10 ment Agreement;

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

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

16 (4) the Extension of Service Area Agreement—

17 (A) has been approved and executed by all
18 the parties to the Extension of Service Area
19 Agreement; and

20 (B) is effective and enforceable in accord-
21 ance with the terms of the Extension of Service
22 Area Agreement; and

23 (5) the ESAA Water Delivery Agreement—

1 (A) has been approved and executed by all
2 the parties to the ESAA Water Delivery Agree-
3 ment; and

4 (B) is effective and enforceable in accord-
5 ance with the terms of the ESAA Water Deliv-
6 ery Agreement.

7 (f) TOLLING OF CLAIMS.—

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

13 (A) April 30, 2030, or such alternate date
14 after April 30, 2030, as is agreed to by the
15 Band and the Secretary; or

16 (B) the enforceability date.

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

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

25 (g) TERMINATION.—

1 (1) IN GENERAL.—If all of the amounts author-
2 ized to be appropriated to the Secretary pursuant to
3 this Act have not been made available to the Sec-
4 retary by April 30, 2030—

5 (A) the waivers authorized by this section
6 shall expire and have no force or effect; and

7 (B) all statutes of limitations applicable to
8 any claim otherwise waived under this section
9 shall be tolled until April 30, 2030.

10 (2) VOIDING OF WAIVERS.—If a waiver author-
11 ized by this section is void under paragraph (1)—

12 (A) the approval of the United States of
13 the Pechanga Settlement Agreement under sec-
14 tion 4 shall be void and have no further force
15 or effect;

16 (B) any unexpended Federal amounts ap-
17 propriated or made available to carry out this
18 Act, together with any interest earned on those
19 amounts, and any water rights or contracts to
20 use water and title to other property acquired
21 or constructed with Federal amounts appro-
22 priated or made available to carry out this Act
23 shall be returned to the Federal Government,
24 unless otherwise agreed to by the Band and the
25 United States and approved by Congress; and

1 (C) except for Federal amounts used to ac-
2 quire or develop property that is returned to the
3 Federal Government under subparagraph (B),
4 the United States shall be entitled to set off
5 any Federal amounts appropriated or made
6 available to carry out this Act that were ex-
7 pended or withdrawn, together with any interest
8 accrued, against any claims against the United
9 States relating to water rights asserted by the
10 Band or Allottees in any future settlement of
11 the water rights of the Band or Allottees.

12 **SEC. 8. WATER FACILITIES.**

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

1 (b) NONREIMBURSABILITY OF COSTS.—All costs in-
2 curred by the Secretary in carrying out this section shall
3 be nonreimbursable.

4 (c) RECYCLED WATER INFRASTRUCTURE.—

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

9 (2) STORAGE POND.—

10 (A) IN GENERAL.—The Secretary shall,
11 subject to the availability of appropriations,
12 using amounts from the Pechanga Recycled
13 Water Infrastructure account provide the
14 amounts necessary for a Storage Pond in ac-
15 cordance with the Recycled Water Infrastruc-
16 ture Agreement, in an amount not to exceed
17 \$2,656,374.

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

22 (C) LIABILITY.—The United States shall
23 have no responsibility or liability for the Stor-
24 age Pond.

25 (d) ESAA DELIVERY CAPACITY.—

1 (1) IN GENERAL.—The Secretary shall, using
2 amounts from the Pechanga ESAA Delivery Capac-
3 ity account, provide amounts for Interim Capacity
4 and Permanent Capacity in accordance with this
5 section.

6 (2) INTERIM CAPACITY.—

7 (A) IN GENERAL.—The Secretary shall,
8 subject to the availability of appropriations,
9 using amounts from the ESAA Delivery Capac-
10 ity account, provide amounts necessary for the
11 provision of Interim Capacity in accordance
12 with the ESAA Capacity Agreement in an
13 amount not to exceed \$1,000,000.

14 (B) PROCEDURE.—The procedure for the
15 Secretary to provide amounts pursuant to this
16 section shall be as set forth in the ESAA Ca-
17 pacity Agreement.

18 (C) LIABILITY.—The United States shall
19 have no responsibility or liability for the In-
20 terim Capacity to be provided by RCWD or by
21 the Band.

22 (D) TRANSFER TO BAND.—If RCWD does
23 not provide the Interim Capacity Notice re-
24 quired pursuant to the ESAA Capacity Agree-
25 ment by the date that is 60 days after the date

1 required under the ESAA Capacity Agreement,
2 the amounts in the Pechanga ESAA Delivery
3 Capacity account for purposes of the provision
4 of Interim Capacity and Permanent Capacity,
5 including any interest that has accrued on those
6 amounts, shall be available for use by the Band
7 to provide alternative interim capacity in a
8 manner that is similar to the Interim Capacity
9 and Permanent Capacity that the Band would
10 have received had RCWD provided such Interim
11 Capacity and Permanent Capacity.

12 (3) PERMANENT CAPACITY.—

13 (A) IN GENERAL.—The Secretary shall,
14 subject to the availability of appropriations,
15 using amounts from the ESAA Delivery Capac-
16 ity account, provide amounts necessary for the
17 provision of Permanent Capacity in accordance
18 with the ESAA Capacity Agreement.

19 (B) PROCEDURE.—The procedure for the
20 Secretary to provide funds pursuant to this sec-
21 tion shall be as set forth in the ESAA Capacity
22 Agreement.

23 (C) LIABILITY.—The United States shall
24 have no responsibility or liability for the Perma-

1 nent Capacity to be provided by RCWD or by
2 the Band.

3 (D) TRANSFER TO BAND.—If RCWD does
4 not provide the Permanent Capacity Notice re-
5 quired pursuant to the ESAA Capacity Agree-
6 ment by the date that is 5 years after the en-
7 forceability date, the amounts in the Pechanga
8 ESAA Delivery Capacity account for purposes
9 of the provision of Permanent Capacity, includ-
10 ing any interest that has accrued on those
11 amounts, shall be available for use by the Band
12 to provide alternative Permanent Capacity in a
13 manner that is similar to the Permanent Ca-
14 pacity that the Band would have received had
15 RCWD provided such Permanent Capacity.

16 **SEC. 9. PECHANGA SETTLEMENT FUND.**

17 (a) ESTABLISHMENT.—There is established in the
18 Treasury of the United States a fund to be known as the
19 “Pechanga Settlement Fund”, to be managed, invested,
20 and distributed by the Secretary and to be available until
21 expended, and, together with any interest earned on those
22 amounts, to be used solely for the purpose of carrying out
23 this Act.

24 (b) TRANSFERS TO FUND.—The Fund shall consist
25 of such amounts as are deposited in the Fund under sec-

tion 11(a) of this Act, together with any interest earned on those amounts, which shall be available in accordance with subsection (e).

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

(1) Pechanga Recycled Water Infrastructure account, consisting of amounts authorized pursuant to section 11(a)(1).

(2) Pechanga ESAA Delivery Capacity account, consisting of amounts authorized pursuant to section 11(a)(2).

(3) Pechanga Water Fund account, consisting of amounts authorized pursuant to section 11(a)(3).

(4) Pechanga Water Quality account, consisting of amounts authorized pursuant to section 11(a)(4).

(d) MANAGEMENT OF FUND.—The Secretary shall manage, invest, and distribute all amounts in the Fund in a manner that is consistent with the investment authority of the Secretary under—

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

(2) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.); and

1 (3) this section.

2 (e) AVAILABILITY OF AMOUNTS.—Amounts appro-
3 priated to, and deposited in, the Fund, including any in-
4 vestment earnings accrued from the date of deposit in the
5 Fund through the date of disbursement from the Fund,
6 shall be made available to the Band by the Secretary be-
7 ginning on the enforceability date.

8 (f) WITHDRAWALS BY BAND PURSUANT TO THE
9 AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM
10 ACT.—

11 (1) IN GENERAL.—The Band may withdraw all
12 or part of the amounts in the Fund on approval by
13 the Secretary of a tribal management plan sub-
14 mitted by the Band in accordance with the American
15 Indian Trust Fund Management Reform Act of
16 1994 (25 U.S.C. 4001 et seq.).

17 (2) REQUIREMENTS.—

18 (A) IN GENERAL.—In addition to the re-
19 quirements under the American Indian Trust
20 Fund Management Reform Act of 1994 (25
21 U.S.C. 4001 et seq.), the tribal management
22 plan under paragraph (1) shall require that the
23 Band shall spend all amounts withdrawn from
24 the Fund in accordance with this Act.

1 (B) ENFORCEMENT.—The Secretary may
2 carry out such judicial or administrative actions
3 as the Secretary determines to be necessary to
4 enforce the tribal management plan to ensure
5 that amounts withdrawn by the Band from the
6 Fund under this subsection are used in accord-
7 ance with this Act.

8 (g) WITHDRAWALS BY BAND PURSUANT TO AN EX-
9 PENDITURE PLAN.—

10 (1) IN GENERAL.—The Band may submit an
11 expenditure plan for approval by the Secretary re-
12 questing that all or part of the amounts in the Fund
13 be disbursed in accordance with the plan.

14 (2) REQUIREMENTS.—The expenditure plan
15 under paragraph (1) shall include a description of
16 the manner and purpose for which the amounts pro-
17 posed to be disbursed from the Fund will be used,
18 in accordance with subsection (h).

19 (3) APPROVAL.—If the Secretary determines
20 that an expenditure plan submitted under this sub-
21 section is consistent with the purposes of this Act,
22 the Secretary shall approve the plan.

23 (4) ENFORCEMENT.—The Secretary may carry
24 out such judicial or administrative actions as the
25 Secretary determines necessary to enforce an ex-

1 penditure plan to ensure that amounts disbursed
2 under this subsection are used in accordance with
3 this Act.

4 (h) USES.—Amounts from the Fund shall be used by
5 the Band for the following purposes:

6 (1) PECHANGA RECYCLED WATER INFRASTRUC-
7 TURE ACCOUNT.—The Pechanga Recycled Water In-
8 frastructure account shall be used for expenditures
9 by the Band in accordance with section 8(c).

10 (2) PECHANGA ESAA DELIVERY CAPACITY AC-
11 COUNT.—The Pechanga ESAA Delivery Capacity
12 account shall be used for expenditures by the Band
13 in accordance with section 8(d).

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

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

18 (B) payment of the MWD Connection Fee;

19 and

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

24 (4) PECHANGA WATER QUALITY ACCOUNT.—
25 The Pechanga Water Quality account shall be used

1 by the Band to fund groundwater desalination ac-
2 tivities within the Wolf Valley Basin.

3 (i) LIABILITY.—The Secretary and the Secretary of
4 the Treasury shall not be liable for the expenditure of,
5 or the investment of any amounts withdrawn from, the
6 Fund by the Band under subsection (f) or (g).

7 (j) NO PER CAPITA DISTRIBUTIONS.—No portion of
8 the Fund shall be distributed on a per capita basis to any
9 member of the Band.

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

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

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

21 (c) LIMITATION ON CLAIMS FOR REIMBURSEMENT.—
22 With respect to Indian land within the Reservation—

23 (1) the United States shall not submit against
24 any Indian-owned land located within the Reserva-
25 tion any claim for reimbursement of the cost to the

1 United States of carrying out this Act and the
2 Pechanga Settlement Agreement; and

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

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

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

12 (a) AUTHORIZATION OF APPROPRIATIONS.—

13 (1) PECHANGA RECYCLED WATER INFRASTRUC-
14 TURE ACCOUNT.—There is authorized to be appro-
15 priated \$2,656,374, for deposit in the Pechanga Re-
16 cycled Water Infrastructure account, to carry out
17 the activities described in section 8(c).

18 (2) PECHANGA ESAA DELIVERY CAPACITY AC-
19 COUNT.—There is authorized to be appropriated
20 \$17,900,000, for deposit in the Pechanga ESAA De-
21 livery Capacity account, which amount shall be ad-
22 justed for changes in construction costs since June
23 30, 2009, as is indicated by ENR Construction Cost
24 Index, 20-City Average, as applicable to the types of
25 construction required for the Band to provide the in-

1 frastructure necessary for the Band to provide the
2 Interim Capacity and Permanent Capacity in the
3 event that RCWD elects not to provide the Interim
4 Capacity or Permanent Capacity as set forth in the
5 ESAA Capacity Agreement and contemplated in sec-
6 tions 8(d)(2)(D) and 8(d)(3)(E) of this Act, with
7 such adjustment ending on the date on which funds
8 authorized to be appropriated under this section
9 have been deposited in the Fund.

10 (3) PECHANGA WATER FUND ACCOUNT.—There
11 is authorized to be appropriated \$5,483,653, for de-
12 posit in the Pechanga Water Fund account, which
13 amount shall be adjusted for changes in appropriate
14 cost indices since June 30, 2009, with such adjust-
15 ment ending on the date of deposit in the Fund, for
16 the purposes set forth in section 9(h)(3).

17 (4) PECHANGA WATER QUALITY ACCOUNT.—
18 There is authorized to be appropriated \$2,460,000,
19 for deposit in the Pechanga Water Quality account,
20 which amount shall be adjusted for changes in ap-
21 propriate cost indices since June 30, 2009, with
22 such adjustment ending on the date of deposit in the
23 Fund, for the purposes set forth in section 9(h)(4).

1 **SEC. 12. EXPIRATION ON FAILURE OF ENFORCEABILITY**

2 **DATE.**

3 If the Secretary does not publish a statement of find-
4 ings under section 7(e) by April 30, 2021, or such alter-
5 native later date as is agreed to by the Band and the Sec-
6 retary, as applicable—

7 (1) this Act expires on the later of May 1,
8 2021, or the day after the alternative date agreed to
9 by the Band and the Secretary;

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

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

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

20 **SEC. 13. ANTIDEFICIENCY.**

21 (a) IN GENERAL.—Notwithstanding any authoriza-
22 tion of appropriations to carry out this Act, the expendi-
23 ture or advance of any funds, and the performance of any
24 obligation by the Department in any capacity, pursuant
25 to this Act shall be contingent on the appropriation of
26 funds for that expenditure, advance, or performance.

1 (b) LIABILITY.—The Department of the Interior
2 shall not be liable for the failure to carry out any obliga-
3 tion or activity authorized by this Act if adequate appro-
4 priations are not provided to carry out this Act.

Union Calendar No. 644

114TH CONGRESS
2^D Session

H. R. 5984

[Report No. 114-821]

A BILL

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

NOVEMBER 14, 2016

Committed to the Committee of the Whole House on the State of the Union and ordered to be printed