

Union Calendar No. 410

110TH CONGRESS
2^D SESSION

H. R. 4841

[Report No. 110-649]

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseno Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

DECEMBER 19, 2007

Mrs. BONO (for herself and Mr. LEWIS of California) introduced the following bill; which was referred to the Committee on Natural Resources

MAY 15, 2008

Additional sponsors: Mr. BACA, Mr. COLE of Oklahoma, Mr. KILDEE, and Mr. CALVERT

MAY 15, 2008

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in *italic*]

[For text of introduced bill, see copy of bill as introduced on December 19, 2007]

A BILL

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseno Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct

the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, 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 *This Act may be cited as the “Soboba Band of Luiseño*
5 *Indians Settlement Act”.*

6 **SEC. 2. FINDINGS AND PURPOSES.**

7 *(a) FINDINGS.—The Congress finds the following:*

8 *(1) The Soboba Band of Luiseño Indians is a*
9 *federally recognized Indian tribe whose Reservation of*
10 *approximately 6,000 acres, extending east and north*
11 *from the banks of the San Jacinto River in Riverside*
12 *County, California, was created by an Executive*
13 *Order dated June 19, 1883, and enlarged and modi-*
14 *fied by subsequent Executive Orders, purchases, and*
15 *an Act of Congress.*

16 *(2) The Tribe’s water rights have not been quan-*
17 *tified, and the Tribe has asserted claims for inter-*
18 *ferences with the water resources of its Reservation,*
19 *which the Tribe maintains have rendered much of the*
20 *Tribe’s Reservation useless for habitation, livestock, or*
21 *Agriculture. On April 20, 2000, the Tribe filed a law-*
22 *suit against The Metropolitan Water District of*
23 *Southern California for interference with the Tribe’s*

1 *water resources and damages to its Reservation alleg-*
2 *edly caused by Metropolitan’s construction and oper-*
3 *ation of the San Jacinto Tunnel, which is part of the*
4 *Colorado River Aqueduct. The lawsuit, styled Soboba*
5 *Band of Luiseño Indians v. Metropolitan Water Dis-*
6 *trict of Southern California, No. 00–04208 GAF*
7 *(MANx), is pending in the United States District*
8 *Court for the Central District of California.*

9 (3) *The Tribe also has made claims against*
10 *Eastern Municipal Water District and Lake Hemet*
11 *Municipal Water District, located adjacent to the Res-*
12 *ervation, seeking to secure its water rights and dam-*
13 *ages arising from alleged past interference with the*
14 *Tribe’s water resources.*

15 (4) *After negotiations, which included participa-*
16 *tion by representatives of the Tribe, the United States*
17 *on behalf of the Tribe, The Metropolitan Water Dis-*
18 *trict of Southern California, Eastern Municipal*
19 *Water District, and Lake Hemet Municipal Water*
20 *District, a Settlement Agreement has been developed*
21 *to determine the Tribe’s water rights, resolve all of its*
22 *claims for interference with the water resources of,*
23 *and damages to, its Reservation, provide for the con-*
24 *struction of water projects to facilitate the exercise of*

1 *the Tribe’s rights, and resolve the lawsuit referenced*
2 *in paragraph (2) of this section.*

3 *(5) The Settlement Agreement provides that—*

4 *(A) Eastern Municipal Water District and*
5 *Lake Hemet Municipal Water District acknowl-*
6 *edge and assure the Tribe’s prior and paramount*
7 *right, superior to all others, to pump 9,000 acre-*
8 *feet of water annually from the San Jacinto*
9 *River basin in accordance with the limitations*
10 *and other conditions set forth in the Settlement*
11 *Agreement;*

12 *(B) Eastern Municipal Water District and*
13 *The Metropolitan Water District of Southern*
14 *California will contract to supply water to East-*
15 *ern Municipal Water District and Eastern Mu-*
16 *nicipal Water District will use this water to re-*
17 *charge water supplies into the basin; and*

18 *(C) the three water districts will make sub-*
19 *stantial additional contributions to the settle-*
20 *ment, including the conveyance of certain re-*
21 *placement lands and economic development*
22 *funds to the Tribe, to carry out the Settlement*
23 *Agreement’s provisions.*

24 *(b) PURPOSES.—The purposes of this Act are—*

1 (1) *to approve, ratify, and confirm the Settlement Agreement entered into by the Tribe and non-*
2 *Indians entities;*

3 (2) *to achieve a fair, equitable, and final settlement of all claims of the Soboba Band of Luiseño Indians, its members, and the United States on behalf of the Tribe and its members, to the water of the San Jacinto River basin;*

4 (3) *to authorize and direct the Secretary of the Interior to execute and perform all obligations of the Secretary under the Settlement Agreement; and*

5 (4) *to authorize the actions and appropriations necessary to meet obligations of the United States under the Settlement Agreement and this Act.*

6 **SEC. 3. DEFINITIONS.**

7 *In this Act:*

8 (1) *RESTORATION FUND.*—*The term “Restoration Fund” means the San Jacinto Basin Restoration Fund established by section 6.*

9 (2) *DEVELOPMENT FUND.*—*The term “Development Fund” means the Soboba Band of Luiseño Indians Water Development Fund established by section 7.*

10 (3) *RESERVATION.*—

1 (A) *IN GENERAL.*—The term “Reservation”
2 means the Soboba Indian Reservation created by
3 Executive Order dated June 19, 1883, and en-
4 larged and modified as of the date of enactment
5 of this Act by Executive Orders and an Act of
6 Congress.

7 (B) *EXCLUSIONS.*—For the purposes of this
8 Act, the term “Reservation” does not include—

9 (i) the 950 acres northwest of and con-
10 tiguous to the Reservation known as the
11 “Jones Ranch”, purchased by the Soboba
12 Tribe in fee on July 21, 2001, and placed
13 into trust on January 13, 2003;

14 (ii) the 535 acres southeast of and con-
15 tiguous to the Reservation known as the
16 “Horseshoe Grande”, purchased by the
17 Soboba Tribe in fee in seven separate trans-
18 actions in June and December 2001, De-
19 cember 2004, June 2006, and January
20 2007; and

21 (iii) the 478 acres north of and contig-
22 uous to the Reservation known as “The
23 Oaks”, purchased by the Soboba Tribe in fee
24 on April 4, 2004.

1 (4) *SECRETARY*.—*The term “Secretary” means*
2 *the Secretary of the Interior or a designee of the Sec-*
3 *retary.*

4 (5) *SETTLEMENT AGREEMENT*.—*The term “Set-*
5 *tlement Agreement” means that agreement dated June*
6 *7, 2006, as amended to be consistent with this Act, to-*
7 *gether with all exhibits thereto. The parties to the Set-*
8 *tlement Agreement are the Soboba Band of Luiseño*
9 *Indians and its members, the United States on behalf*
10 *of the Tribe and its members, The Metropolitan Water*
11 *District of Southern California, Eastern Municipal*
12 *Water District, and Lake Hemet Municipal Water*
13 *District.*

14 (6) *TRIBE, SOBOBA TRIBE, OR SOBOBA BAND OF*
15 *LUISEÑO INDIANS*.—*The terms “Tribe”, “Soboba*
16 *Tribe”, or “Soboba Band of Luiseño Indians” means*
17 *the body politic and federally recognized Indian tribe,*
18 *and its members.*

19 (7) *WATER MANAGEMENT PLAN*.—*The term*
20 *“Water Management Plan” means the plan, approved*
21 *by the Soboba Tribe and the Secretary, developed pur-*
22 *suant to section 4.8, paragraph A of the Settlement*
23 *Agreement to resolve the overdraft of the San Jacinto*
24 *basin.*

1 **SEC. 4. RATIFICATION OF SETTLEMENT AGREEMENT; AU-**
2 **THORIZATION.**

3 (a) *IN GENERAL.*—*The United States hereby approves,*
4 *ratifies, and confirms the Settlement Agreement, except to*
5 *the extent it conflicts with the provisions of this Act.*

6 (b) *AUTHORIZATION.*—*The Secretary is authorized*
7 *and directed to execute, and take such other actions as are*
8 *necessary to implement, the Settlement Agreement and any*
9 *amendments approved by the parties necessary to make the*
10 *Settlement Agreement consistent with this Act.*

11 **SEC. 5. AUTHORIZATION OF APPROPRIATIONS.**

12 (a) *RESTORATION FUND.*—*There is authorized to be*
13 *appropriated to the San Jacinto Basin Restoration Fund*
14 *established in section 6 of this Act the amount of \$5,000,000*
15 *for each of fiscal years 2010 and 2011 to pay or reimburse*
16 *the costs associated with constructing, operating, and main-*
17 *taining the portion of the basin recharge project that the*
18 *United States is responsible for under the Settlement Agree-*
19 *ment. These costs are described in section 4.5 of the Settle-*
20 *ment Agreement and are necessary to accommodate deliv-*
21 *eries of the supplemental imported water under section 4.4*
22 *of the Settlement Agreement.*

23 (b) *DEVELOPMENT FUND.*—*There is authorized to be*
24 *appropriated to the Soboba Band of Luiseño Indians Water*
25 *Development Fund established in section 7 of this Act the*
26 *amount of \$5,500,000 for each of fiscal years 2010 and 2011*

1 *to pay or reimburse costs associated with constructing, op-*
2 *erating, and maintaining water and sewage infrastructure,*
3 *and other water-related development projects.*

4 *(c) LIMITATION.—No funding of any construction, op-*
5 *eration, maintenance, or replacement other than those funds*
6 *authorized under subsections (a) and (b) shall be the respon-*
7 *sibility of the Federal Government under the Settlement*
8 *Agreement or this Act.*

9 **SEC. 6. RESTORATION FUND.**

10 *(a) ESTABLISHMENT.—There shall be established with-*
11 *in the Treasury of the United States a non-interest bearing*
12 *account to be known as the “San Jacinto Basin Restoration*
13 *Fund”, consisting of the amounts authorized to be appro-*
14 *priated in section 5(a) of this Act.*

15 *(b) ADMINISTRATION.—The Restoration Fund shall be*
16 *administered by the Secretary for the purposes set forth in*
17 *subsection (d) of this section.*

18 *(c) AVAILABILITY.—The funds authorized to be appro-*
19 *priated pursuant to section 5(a) of this Act shall be avail-*
20 *able for expenditure or withdrawal only after the effective*
21 *date set forth in section 10(a).*

22 *(d) EXPENDITURES AND WITHDRAWALS.—*

23 *(1) EXPENDITURE PLAN.—*

24 *(A) IN GENERAL.—Eastern Municipal*
25 *Water District, on behalf of the Water Manage-*

1 *ment Plan, shall submit to the Secretary for ap-*
2 *proval an expenditure plan for use of the Res-*
3 *toration Fund.*

4 *(B) REQUIREMENTS.—The expenditure plan*
5 *shall require that any funds be expended or re-*
6 *imbursed in accordance with the purposes de-*
7 *scribed in section 5(a) of this Act.*

8 *(2) WITHDRAWALS.—On approval by the Sec-*
9 *retary of the expenditure plan described in this sec-*
10 *tion, Eastern Municipal Water District, on behalf of*
11 *the Water Management Plan, may expend or be reim-*
12 *bursed monies from the Restoration Fund as provided*
13 *in the plan.*

14 *(3) ENFORCEMENT.—The Secretary may take ju-*
15 *dicial or administrative action to enforce the provi-*
16 *sions of any expenditure plan to ensure that monies*
17 *expended or reimbursed from the Restoration Fund*
18 *under the plan are used in accordance with this Act.*

19 *(4) LIABILITY.—If Eastern Municipal Water*
20 *District, on behalf of the Water Management Plan, ex-*
21 *ercises the right to expend or be reimbursed monies*
22 *from the Restoration Fund, neither the Secretary nor*
23 *the Secretary of the Treasury shall have any liability*
24 *for the expenditure or reimbursement.*

1 (5) *ANNUAL REPORT.*—*Eastern Municipal Water*
2 *District shall submit to the Tribe and the Secretary*
3 *an annual report that describes all expenditures or*
4 *reimbursements from the Restoration Fund during the*
5 *year covered by the report.*

6 **SEC. 7. DEVELOPMENT FUND.**

7 (a) *ESTABLISHMENT.*—*There shall be established with-*
8 *in the Treasury of the United States a fund to be known*
9 *as the “Soboba Band of Luiseño Indians Water Develop-*
10 *ment Fund”, to be managed and invested by the Secretary*
11 *consisting of the amounts authorized to be appropriated in*
12 *section 5(b).*

13 (b) *MANAGEMENT.*—*The Secretary shall manage the*
14 *Development Fund, make investments, and make monies*
15 *available for distribution consistent with the American In-*
16 *dian Trust Fund Management Reform Act of 1994 (25*
17 *U.S.C. 4001 et seq.) (referred to in this section as the “Trust*
18 *Fund Reform Act”), this Act, and the Settlement Agree-*
19 *ment.*

20 (c) *INVESTMENT.*—*The Secretary shall invest amounts*
21 *in the Development Fund in accordance with—*

22 (1) *the Act of April 1, 1880 (21 Stat. 70, ch. 41,*
23 *25 U.S.C. 161);*

24 (2) *the first section of the Act of June 24, 1938*
25 *(52 Stat. 1037, ch. 648, 25 U.S.C. 162a); and*

1 (3) *subsection (b) of this section.*

2 (d) *AVAILABILITY.—The funds authorized to be appro-*
3 *priated pursuant to section 5(b) of this Act shall be avail-*
4 *able for expenditure or withdrawal only after the effective*
5 *date set forth in section 10(a).*

6 (e) *EXPENDITURES AND WITHDRAWALS.—*

7 (1) *TRIBAL MANAGEMENT PLAN.—*

8 (A) *IN GENERAL.—The Tribe may with-*
9 *draw all or part of the Development Fund on*
10 *approval by the Secretary of a tribal manage-*
11 *ment plan as described in the Trust Fund Re-*
12 *form Act.*

13 (B) *REQUIREMENTS.—In addition to the*
14 *requirements under the Trust Fund Reform Act,*
15 *the tribal management plan shall require that*
16 *any funds be expended or reimbursed in accord-*
17 *ance with the purposes described in section 5(b)*
18 *of this Act.*

19 (C) *ENFORCEMENT.—The Secretary may*
20 *take judicial or administrative action to enforce*
21 *the provisions of any tribal management plan to*
22 *ensure that monies withdrawn from the Develop-*
23 *ment Fund under the plan are used in accord-*
24 *ance with this Act.*

1 (D) *LIABILITY.*—*If the Tribe exercises the*
2 *right to withdraw monies from the Development*
3 *Fund, neither the Secretary nor the Secretary of*
4 *the Treasury shall retain any liability for the ex-*
5 *penditure or investment.*

6 (2) *EXPENDITURE PLAN.*—

7 (A) *IN GENERAL.*—*The Tribe shall submit*
8 *to the Secretary for approval an expenditure*
9 *plan for any portion of the amounts made avail-*
10 *able under section 5(b) that the Tribe does not*
11 *withdraw under this subsection.*

12 (B) *DESCRIPTION.*—*The expenditure plan*
13 *shall describe the manner in which, and the pur-*
14 *poses for which, amounts of the Tribe remaining*
15 *in the Funds will be used.*

16 (C) *APPROVAL.*—*On receipt of an expendi-*
17 *ture plan under subparagraph (A), the Secretary*
18 *shall approve the plan if the Secretary deter-*
19 *mines that the plan is reasonable and consistent*
20 *with this Act and the Agreement.*

21 (3) *ANNUAL REPORT.*—*The Tribe shall submit to*
22 *the Secretary an annual report that describes all ex-*
23 *penditures from the Development Fund during the*
24 *year covered by the report.*

1 (4) *NO PER CAPITA DISTRIBUTIONS.*—No part of
2 the *Development Fund* shall be distributed on a per
3 *capita* basis to members of the *Tribe*.

4 **SEC. 8. WAIVERS AND RELEASES.**

5 (a) *TRIBE AND UNITED STATES AUTHORIZATION.*—
6 The *Tribe*, on behalf of itself and its members, and the *Sec-*
7 *retary*, on behalf of the *United States* in its capacity as
8 *trustee* for the *Tribe* and its members, are authorized, as
9 part of the performance of their obligations under the *Settle-*
10 *ment Agreement*, to execute a waiver and release for claims
11 under *Federal, State, or other law* against *The Metropolitan*
12 *Water District of Southern California, Eastern Municipal*
13 *Water District, and Lake Hemet Municipal Water District,*
14 for any and all—

15 (1) *past, present, and future claims to surface*
16 *water and groundwater rights for the Reservation*
17 *arising from time immemorial through the effective*
18 *date described in section 10 of this Act and anytime*
19 *thereafter, except claims to enforce the Settlement*
20 *Agreement or claims based on water rights acquired*
21 *after the effective date described in section 10 of this*
22 *Act;*

23 (2) *past, present, and future claims for injury of*
24 *any kind arising from interference with surface water*
25 *and groundwater resources and water rights of the*

1 *Reservation, including, but not limited to, all claims*
2 *for injury to the Tribe's use and enjoyment of the*
3 *Reservation, economic development, religion, lan-*
4 *guage, social structure and culture, and injury to the*
5 *natural resources of the Reservation, from time imme-*
6 *memorial through the effective date described in section*
7 *10 of this Act;*

8 *(3) past, present, and future claims for injury of*
9 *any kind arising from, or in any way related to, con-*
10 *tinuing interference with surface water and ground-*
11 *water resources and water rights of the Reservation,*
12 *including the full scope of claims defined in section*
13 *5.1, paragraph A(2) of the Settlement Agreement, to*
14 *the extent that such continuing interference began*
15 *prior to the effective date described in section 10 of*
16 *this Act, from time immemorial through the effective*
17 *date described in section 10 of this Act and anytime*
18 *thereafter;*

19 *(4) past, present, and future claims for injury of*
20 *any kind arising from, or in any way related to,*
21 *seepage of water into the San Jacinto Tunnel, includ-*
22 *ing the full scope of claims defined in section 5.1,*
23 *paragraph A(2) of the Settlement Agreement, from*
24 *time immemorial through the effective date described*
25 *in section 10 of this Act and anytime thereafter; and*

1 (5) *past, present, and future claims for injury of*
2 *any kind arising from, or in any way related to, the*
3 *Water Management Plan as approved in accordance*
4 *with the Settlement Agreement, from time immemo-*
5 *rial through the effective date described in section 10*
6 *of this Act and anytime thereafter.*

7 (b) *TRIBAL WAIVERS AGAINST THE UNITED*
8 *STATES.—*

9 (1) *IN GENERAL.—The Tribe is authorized, as*
10 *part of the performance of its obligations under the*
11 *Settlement Agreement, to execute a waiver and release*
12 *for claims against the United States (acting in its ca-*
13 *pacitv as trustee for the Tribe or its members, or oth-*
14 *erwise acting on behalf of the Tribe or its members),*
15 *including any agencies, officials, or employees thereof,*
16 *for any and all—*

17 (A) *claims described in subsection (a) of*
18 *this section;*

19 (B) *past, present, and future claims for fail-*
20 *ure to acquire or develop water rights and water*
21 *resources of the Reservation arising from time*
22 *immemorial through the effective date described*
23 *in section 10 of this Act and anytime thereafter;*

24 (C) *past, present, and future claims for fail-*
25 *ure to protect water rights and water resources*

1 *of the Reservation arising from time immemorial*
2 *through the effective date described in section 10*
3 *of this Act, and any past, present, and future*
4 *claims for any continuing failure to protect*
5 *water rights and water resources of the Reserva-*
6 *tion, arising from time immemorial through the*
7 *effective date described in section 10 of this Act*
8 *and, to the extent that such continuing failure to*
9 *protect began before the effective date described*
10 *in section 10 of this Act, anytime thereafter;*

11 *(D) past, present, and future claims arising*
12 *from the failure of any non-Federal Party to ful-*
13 *fill the terms of the Settlement Agreement at*
14 *anytime; and*

15 *(E) past, present, and future claims arising*
16 *out of the negotiation of the Settlement Agree-*
17 *ment or the negotiation and enactment of this*
18 *Act, or any specific terms of provisions thereof,*
19 *including, but not limited to, the Tribe's consent*
20 *to limit the number of participant parties to the*
21 *Settlement Agreement.*

22 (2) *EFFECTIVENESS OF WAIVERS AGAINST THE*
23 *UNITED STATES.—*

24 (A) *IN GENERAL.—The waiver and release*
25 *contained in this subsection shall take effect on*

1 *the date on which all of the amounts authorized*
2 *under sections 5(a) and 5(b) are appropriated.*

3 *(B) PERIODS OF LIMITATION; EQUITABLE*
4 *CLAIMS.—*

5 *(i) IN GENERAL.—All periods of limi-*
6 *tation and time-based equitable defenses ap-*
7 *plicable to the claims set forth in paragraph*
8 *(1) are tolled for the period between the date*
9 *of enactment of this Act until the date on*
10 *which the amounts authorized under sec-*
11 *tions 5(a) and 5(b) are appropriated.*

12 *(ii) EFFECT OF SUBPARAGRAPH.—This*
13 *subparagraph neither revives any claim nor*
14 *tolls any period of limitation or time-based*
15 *equitable defense that may have expired be-*
16 *fore the date of enactment of this Act.*

17 *(C) DEFENSE.—The making of the amounts*
18 *of appropriations authorized under sections 5(a)*
19 *and 5(b) shall constitute a complete defense to*
20 *any claim which involves the claims set forth in*
21 *paragraph (b)(1) pending in any court of the*
22 *United States on the date on which the appro-*
23 *priations are made.*

24 **SEC. 9. MISCELLANEOUS PROVISIONS.**

25 *(a) JURISDICTION.—*

1 (1) *NO EFFECT ON SUBJECT MATTER JURISDIC-*
2 *TION.—Nothing in the Agreement or this Act restricts,*
3 *enlarges, or otherwise determines the subject matter*
4 *jurisdiction of any Federal, State, or Tribal court.*

5 (2) *JUDGMENT AND DECREE.—The United*
6 *States consents to jurisdiction in the United States*
7 *District Court for the Central District of California*
8 *case known as Soboba Band of Luiseño Indians v.*
9 *Metropolitan Water District of Southern California,*
10 *No. 00–04208 for the purpose of obtaining approval*
11 *for a judgment and decree substantially the same as*
12 *the judgment and decree attached to the Settlement*
13 *Agreement as exhibit H.*

14 (3) *EFFECT OF SUBSECTION.—Nothing in this*
15 *subsection confers jurisdiction on any State court*
16 *to—*

17 (A) *enforce Federal environmental laws re-*
18 *garding the duties of the United States; or*

19 (B) *conduct judicial review of Federal agen-*
20 *cy action.*

21 (b) *USE OF WATER.—*

22 (1) *TRIBAL USE.—With respect to water rights*
23 *made available under the Settlement Agreement—*

24 (A) *the Tribe may use water made available*
25 *to it under the Settlement Agreement for any use*

1 *it deems advisable on the Reservation and on*
2 *any other lands it owns or may acquire, in fee*
3 *or in trust, contiguous to the Reservation or*
4 *within the area of the groundwater basin de-*
5 *scribed in section 2.4 of the Settlement Agree-*
6 *ment;*

7 *(B) such water rights shall be held in trust*
8 *by the United States in perpetuity, and shall not*
9 *be subject to forfeiture or abandonment; and*

10 *(C) State law shall not apply to the Tribe's*
11 *use of water made available to it under the Set-*
12 *tlement Agreement.*

13 (2) *NON-TRIBAL USE.—*

14 *(A) CONTRACTS AND OPTIONS.—Subject to*
15 *the limitations in subparagraph (B), the Tribe*
16 *may enter into contracts and options to lease or*
17 *contracts and options to exchange water made*
18 *available to it under the Settlement Agreement,*
19 *or enter into contracts and options to postpone*
20 *existing water uses or postpone undertaking new*
21 *or expanded water uses.*

22 *(B) LIMITATIONS ON NON-TRIBAL USE.—*

23 *(i) CONSISTENCY WITH WATER MAN-*
24 *AGEMENT PLAN.—Any water made avail-*
25 *able under subparagraph (A) shall only be*

1 *used by participants in, or other users with-*
2 *in the area of, the Water Management Plan*
3 *described in section 2.32 of the Settlement*
4 *Agreement.*

5 (ii) *PROHIBITION ON PERMANENT*
6 *ALIENATION.—No contract under subpara-*
7 *graph (A) shall be for a term exceeding one*
8 *hundred years, nor shall any contract under*
9 *subparagraph (A) provide for permanent*
10 *alienation of any portion of the water*
11 *rights made available under the Settlement*
12 *Agreement.*

13 (C) *LIABILITY.—The Secretary shall not be*
14 *liable to any party, including the Tribe, for any*
15 *term of, or any loss or other detriment resulting*
16 *from, a lease or contract entered into pursuant*
17 *to this subparagraph.*

18 (c) *RETENTION OF RIGHTS.—*

19 (1) *In the event the waivers and releases set out*
20 *in section 8 of this Act do not become effective pursu-*
21 *ant to section 10(a) of this Act, the Soboba Tribe and*
22 *the United States shall retain the right to assert all*
23 *rights and claims enumerated in section 8, and any*
24 *claims or defenses of the parties to the Settlement*
25 *Agreement shall also be retained.*

1 (2) *The parties expressly reserve all rights not*
2 *specifically granted, recognized, waived, or released by*
3 *the Settlement Agreement or this Act.*

4 (3) *Notwithstanding the waivers and releases set*
5 *forth in section 8(a), the United States retains all*
6 *claims relating to violations of the Clean Water Act,*
7 *the Safe Drinking Water Act, the Comprehensive En-*
8 *vironmental Response, Compensation, and Liability*
9 *Act, Resource Conservation and Recovery Act, and the*
10 *regulations implementing these Acts, including, but*
11 *not limited to claims related to water quality.*

12 (d) *PRECEDENT.—Nothing in this Act establishes any*
13 *standard for the quantification or litigation of Federal re-*
14 *served water rights or any other Indian water claims of*
15 *any other Indian tribes in any other judicial or adminis-*
16 *trative proceeding.*

17 (e) *OTHER INDIAN TRIBES.—Nothing in the Settle-*
18 *ment Agreement or this Act shall be construed in any way*
19 *to quantify or otherwise adversely affect the water rights,*
20 *claims, or entitlements to water of any Indian tribe, band,*
21 *or community, other than the Soboba Tribe.*

22 (f) *ENVIRONMENTAL COMPLIANCE.—*

23 (1) *Signing by the Secretary of the Settlement*
24 *Agreement does not constitute major Federal action*

1 *under the National Environmental Policy Act of 1969*
2 *(42 U.S.C. 4321 et seq.).*

3 *(2) The Secretary is directed to carry out all en-*
4 *vironmental compliance required by Federal law in*
5 *implementing the Agreement.*

6 **SEC. 10. EFFECTIVE DATE.**

7 *(a) IN GENERAL.—The waivers and releases author-*
8 *ized in subsection (a) of section 8 of this Act shall become*
9 *effective as of the date the Secretary causes to be published*
10 *in the Federal Register a statement of findings that—*

11 *(1) this Act has been enacted;*

12 *(2) to the extent that the Settlement Agreement*
13 *conflicts with this Act, the Settlement Agreement has*
14 *been revised to conform with the Act;*

15 *(3) the Settlement Agreement, revised as nec-*
16 *essary, and the waivers and releases described in arti-*
17 *cle 5 of the Settlement Agreement and section 8(a) of*
18 *this Act have been executed by the parties and the*
19 *Secretary;*

20 *(4) warranty deeds for the property to be con-*
21 *veyed to the Tribe described in section 4.6 of the Set-*
22 *tlement Agreement have been placed in escrow;*

23 *(5) the Tribe and the Secretary have approved*
24 *the Water Management Plan; and*

1 (6) *the judgment and decree attached to the Set-*
2 *tlement Agreement as exhibit H or a judgment and*
3 *decree substantially the same as exhibit H has been*
4 *approved by the United States District Court, East-*
5 *ern Division of the Central District of California, and*
6 *that judgment and decree has become final and non-*
7 *appealable.*

8 (b) *DEADLINE FOR EFFECTIVE DATE.—If the condi-*
9 *tions precedent required under subsection (a) of this section*
10 *have not been fulfilled by March 1, 2012, the Settlement*
11 *Agreement and this Act shall not thereafter be effective and*
12 *shall be null and void, and any funds and the interest ac-*
13 *rued thereon appropriated pursuant to section 5 shall re-*
14 *vert to the general fund of the United States Treasury.*

Union Calendar No. 410

110TH CONGRESS
2^D SESSION

H. R. 4841

[Report No. 110-649]

A BILL

To approve, ratify, and confirm the settlement agreement entered into to resolve claims by the Soboba Band of Luiseno Indians relating to alleged interferences with the water resources of the Tribe, to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers, and for other purposes.

MAY 15, 2008

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed