

113TH CONGRESS  
1ST SESSION

# H. R. 3716

To ratify a water settlement agreement affecting the Pyramid Lake Paiute Tribe, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

DECEMBER 12, 2013

Mr. AMODEI introduced the following bill; which was referred to the Committee on Natural Resources

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## A BILL

To ratify a water settlement agreement affecting the Pyramid Lake Paiute Tribe, 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 “Pyramid Lake Paiute Tribe - Fish Springs Ranch Settle-  
6 ment Act”.

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

- Sec. 1. Short title; table of contents.
- Sec. 2. Definitions.
- Sec. 3. Ratification of agreement.
- Sec. 4. Waiver and releases of claims.
- Sec. 5. Satisfaction of claims.

Sec. 6. Beneficiaries to agreement.  
Sec. 7. Jurisdiction.  
Sec. 8. Environmental compliance.  
Sec. 9. Miscellaneous provisions.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) ORIGINAL AGREEMENT.—The term “Original  
4 Agreement” means the “Pyramid Lake Paiute  
5 Tribe Fish Springs Ranch Settlement Agreement”  
6 dated May 30, 2007, entered into by the Tribe and  
7 Fish Springs (including all exhibits to that agree-  
8 ment).

9 (2) AGREEMENT.—The term “Agreement”  
10 means the Pyramid Lake Paiute Tribe-Fish Springs  
11 Ranch 2013 Supplement to the 2007 Settlement  
12 Agreement dated November 20, 2013, entered into  
13 by the Tribe and Fish Springs, and all exhibits to  
14 that Agreement.

15 (3) ENVIRONMENTAL IMPACT STATEMENT.—  
16 The term “environmental impact statement” means  
17 the final environmental impact statement for the  
18 North Valleys Rights-of-Way Projects prepared by  
19 the Bureau of Land Management (70 Fed. Reg.  
20 68473).

21 (4) FINAL PAYMENT DATE.—The term “final  
22 payment date” means 30 days after the date on  
23 which the Tribe executes the waivers, as authorized

1 in section 4, on or before which Fish Springs shall  
2 pay to the Tribe the \$3,600,000 and accumulated  
3 interest pursuant to subparagraph 4.2 of the Agree-  
4 ment.

5 (5) FISH SPRINGS.—The term “Fish Springs”  
6 means the Fish Springs Ranch, LLC, a Nevada lim-  
7 ited liability company (or a successor in interest).

8 (6) FISH SPRINGS WATER RIGHTS.—The term  
9 “Fish Springs water rights” means the 14,108 acre  
10 feet of water available to Fish Springs pursuant to  
11 certificates of water rights issued to Fish Springs or  
12 its predecessors in interest by the State Engineer for  
13 the State of Nevada, copies of which are attached as  
14 Exhibit “G” to the Original Agreement.

15 (7) ADDITIONAL FISH SPRINGS WATER  
16 RIGHTS.—The term “additional Fish Springs water  
17 rights” means the rights to pump and transfer up  
18 to 5,000 acre feet per year of Fish Springs water  
19 rights in excess of 8,000 acre feet per year, up to  
20 a total of 13,000 acre feet per year, pursuant to  
21 Ruling No. 3787 signed by the State Engineer for  
22 the State of Nevada on March 1, 1991, and Supple-  
23 mental Ruling on Remand No. 3787A signed by the  
24 State Engineer for the State of Nevada on October  
25 9, 1992.

1           (8) HONEY LAKE VALLEY BASIN.—The term  
2           “Honey Lake Valley Basin” means the Honey Lake  
3           Valley Hydrographic Basin described as Nevada Hy-  
4           drographic Water Basin 97.

5           (9) PROJECT.—The term “Project” means the  
6           project for pumping within Honey Lake Valley  
7           Basin and transfer outside of the basin by Fish  
8           Springs of not more than 13,000 acre feet per year  
9           of Fish Springs water rights, including—

10           (A) not more than 8,000 acre feet as de-  
11           scribed in the environmental impact statement  
12           (but not the Intermountain Water Supply, Ltd.,  
13           Project described in the environmental impact  
14           statement) and the record of decision;

15           (B) up to the 5,000 acre feet of additional  
16           Fish Springs water rights; and

17           (C) the rights and approvals for Fish  
18           Springs to pump and transfer up to said  
19           13,000 acre feet of groundwater per year.

20           (10) RECORD OF DECISION.—The term “record  
21           of decision” means the public record of the decision  
22           of the District Manager of the United States Bureau  
23           of Land Management’s Carson City District in the  
24           State of Nevada issued on May 31, 2006, regarding  
25           the environmental impact statement and the Project.

1           (11) SECRETARY.—The term “Secretary”  
2 means the Secretary of the Interior (or a designee  
3 of the Secretary).

4           (12) TRIBE.—The term “Tribe” means the  
5 Pyramid Lake Paiute Tribe of Indians organized  
6 under section 16 of the Act of June 18, 1934 (com-  
7 monly known as the “Indian Reorganization Act”;  
8 25 U.S.C. 476).

9           (13) TRUCKEE RIVER OPERATING AGREE-  
10 MENT.—The term “Truckee River Operating Agree-  
11 ment” means—

12                   (A) the September 6, 2008, Truckee River  
13 Operating Agreement negotiated for the pur-  
14 pose of carrying out the terms of the Truckee-  
15 Carson-Pyramid Lake Water Rights Settlement  
16 Act (Public Law 101–618); and

17                   (B) any final, signed version of the Truck-  
18 ee River Operating Agreement that becomes ef-  
19 fective under the terms of the Truckee-Carson-  
20 Pyramid Lake Water Rights Settlement Act.

21 **SEC. 3. RATIFICATION OF AGREEMENT.**

22           (a) IN GENERAL.—Except to the extent that a provi-  
23 sion of the Agreement conflicts with this Act, the Agree-  
24 ment is authorized and ratified.

1 (b) WAIVER AND RETENTION OF CLAIMS.—Notwith-  
2 standing any provision of the Agreement, any waiver or  
3 retention of a claim by the Tribe relating to the Agreement  
4 shall be carried out in accordance with section 4.

5 (c) COMPLIANCE WITH APPLICABLE LAW.—This sec-  
6 tion, the Original Agreement, and the Agreement satisfy  
7 all applicable requirements of section 2116 of the Revised  
8 Statutes (25 U.S.C. 177).

9 **SEC. 4. WAIVER AND RELEASES OF CLAIMS.**

10 (a) WAIVER AND RELEASE OF CLAIMS BY TRIBE  
11 AGAINST FISH SPRINGS.—In return for benefits to the  
12 Tribe as set forth in the Original Agreement, the Agree-  
13 ment, and this Act, the Tribe, on behalf of itself and the  
14 members of the Tribe, is authorized to execute a waiver  
15 and release against Fish Springs of the following:

16 (1) All rights under Federal, State, and other  
17 law to challenge the validity, characteristics, or exer-  
18 cise of the Project or use of Fish Springs water  
19 rights (including additional Fish Springs water  
20 rights), including the right to assert a senior priority  
21 against or to place a call for water on the Project  
22 or Fish Springs water rights (including additional  
23 Fish Springs water rights) regardless of the extent  
24 to which the Tribe has a water right or in the future  
25 establishes a water right that is senior to the Project

1 or Fish Springs water rights (including additional  
2 Fish Springs water rights).

3 (2) All claims for damages, losses, or injuries to  
4 the Tribe's water rights or claims of interference  
5 with, diversion of, or taking of the Tribe's water  
6 rights, including—

7 (A) claims for injury to lands or resources  
8 resulting from such damages, losses, injuries, or  
9 interference with, diversion of, or taking of trib-  
10 al water rights under the Agreement or Original  
11 Agreement; and

12 (B) claims relating to the quality of water  
13 underlying the Pyramid Lake Indian Reserva-  
14 tion that are related to use of Fish Springs  
15 water rights (including additional Fish Springs  
16 water rights) by the Project or the implementa-  
17 tion or operation of the Project in accordance  
18 with the Agreement or Original Agreement.

19 (3) All claims that would impair, prevent, or  
20 interfere with one or more of the following:

21 (A) Implementation of the Project pursu-  
22 ant to the terms of the Agreement or Original  
23 Agreement.

24 (B) Deliveries of water by the Project pur-  
25 suant to the terms of—

- 1 (i) the Agreement;
- 2 (ii) the Original Agreement; or
- 3 (iii) the February 28, 2006, Water  
4 Banking Trust Agreement between Washoe  
5 County and Fish Springs.

6 (C) Assignments of water rights credits  
7 pursuant to the terms of the February 28,  
8 2006, Water Banking Trust Agreement be-  
9 tween Washoe County and Fish Springs.

10 (4) All claims against Fish Springs relating in  
11 any manner to the negotiation or adoption of the  
12 Agreement or the Original Agreement.

13 (b) RESERVATION OF RIGHTS AND RETENTION OF  
14 CLAIMS BY TRIBE AGAINST FISH SPRINGS.—The Tribe,  
15 on its own behalf and on behalf of the members of the  
16 Tribe, shall retain against Fish Springs the following:

17 (1) All claims for enforcement of the Agree-  
18 ment, the Original Agreement or this Act through  
19 such remedies as are available in the U.S. District  
20 Court for the District of Nevada.

21 (2) Subject to the right of Fish Springs to  
22 carry out the Project, and subject to the waiver and  
23 release by the Tribe in subsection (a)—

24 (A) the right to assert and protect any  
25 right of the Tribe to surface or groundwater



1 and any other trust resource, including the  
2 right to assert a senior priority against or to  
3 place a call for water on any water right other  
4 than against the Project or Fish Springs water  
5 rights;

6 (B) all rights to establish, claim or acquire  
7 a water right in accordance with applicable law  
8 and to use and protect any water right acquired  
9 after the date of the enactment of this Act that  
10 is not in conflict with the Agreement, the Original  
11 Agreement or this Act; and

12 (C) all other rights, remedies, privileges,  
13 immunities, powers, and claims not specifically  
14 waived and released pursuant to this Act and  
15 the Agreement.

16 (3) The right to enforce—

17 (A) the Tribe's rights against any party to  
18 the Truckee River Operating Agreement;

19 (B) the Tribe's rights against any party to  
20 the Truckee River Water Quality Settlement  
21 Agreement; and

22 (C) whatever rights exist to seek compli-  
23 ance with any permit issued to any wastewater  
24 treatment or reclamation facility treating waste-  
25 water generated by users of Project water.

1           (4) The right to seek to have enforced the  
2           terms of any permit or right-of-way across Federal  
3           lands issued to Fish Springs for the Project and  
4           Project water.

5           (c) WAIVER AND RELEASE OF CLAIMS BY THE TRIBE  
6           AGAINST THE UNITED STATES.—In return for the bene-  
7           fits to the Tribe as set forth in the Agreement, the Origi-  
8           nal Agreement, and this Act, the Tribe, on behalf of itself  
9           and the members of the Tribe, is authorized to execute  
10          a waiver and release of all claims against the United  
11          States, including the agencies and employees of the United  
12          States, related to the Project and Fish Springs water  
13          rights (including additional Fish Springs water rights)  
14          that accrued at any time before and on the date that Fish  
15          Springs makes the payment to the Tribe as provided in  
16          Paragraph 4 of the Agreement for damages, losses or inju-  
17          ries that are related to—

18                 (1) the Project, Fish Springs water rights (in-  
19                 cluding additional Fish Springs water rights), and  
20                 the implementation, operation, or approval of the  
21                 Project, including claims related to—

22                         (A) loss of water, water rights, land, or  
23                         natural resources due to loss of water or water  
24                         rights (including damages, losses, or injuries to  
25                         hunting, fishing, and gathering rights due to

1           loss of water, water rights or subordination of  
2           water rights) resulting from the Project or Fish  
3           Springs water rights (including additional Fish  
4           Springs water rights);

5           (B) interference with, diversion, or taking  
6           of water resulting from the Project; or

7           (C) failure to protect, acquire, replace, or  
8           develop water, water rights, or water infrastruc-  
9           ture as a result of the Project or Fish Springs  
10          water rights (including additional Fish Springs  
11          water rights);

12          (2) the record of decision, the environmental  
13          impact statement, the Agreement or the Original  
14          Agreement;

15          (3) claims the United States, acting as trustee  
16          for the Tribe or otherwise, asserted, or could have  
17          asserted in any past proceeding related to the  
18          Project;

19          (4) the negotiation, execution, or adoption of  
20          the Agreement, the Original Agreement, or this Act;

21          (5) the Tribe's use and expenditure of funds  
22          paid to the Tribe under the Agreement or the Original  
23          Agreement;

24          (6) the Tribe's acquisition and use of land  
25          under the Original Agreement; and

1           (7) the extinguishment of claims, if any, and  
2           satisfaction of the obligations of the United States  
3           on behalf of the Tribe as set forth in subsection (e).

4           (d) RESERVATION OF RIGHTS AND RETENTION OF  
5 CLAIMS BY TRIBE AGAINST THE UNITED STATES.—Not-  
6 withstanding the waivers and releases authorized in this  
7 Act, the Tribe, on behalf of itself and the members of the  
8 Tribe, shall retain against the United States the following:

9           (1) All claims for enforcement of this Act  
10          through such legal and equitable remedies as are  
11          available in the U.S. District Court for the District  
12          of Nevada.

13          (2) The right to seek to have enforced the  
14          terms of any permit or right-of-way across Federal  
15          lands issued to Fish Springs for the Project and  
16          Project water.

17          (3) Subject to the right of Fish Springs to  
18          carry out the Project, all other rights, remedies,  
19          privileges, immunities, powers, and claims not spe-  
20          cifically waived and released pursuant to this Act  
21          and the Agreement.

22          (e) EXTINGUISHMENT OF WAIVED AND RELEASED  
23 CLAIMS.—Upon execution of the waiver and releases by  
24 the Tribe pursuant to subsections (a) and (c) and upon  
25 final payment by Fish Springs pursuant to the terms of

1 the Agreement, the United States acting on behalf of the  
2 Tribe shall have no right or obligation to bring or assert  
3 any claims waived and released by the Tribe as set forth  
4 in subsection (a). Upon the effective date of the waivers  
5 and releases of claims authorized, the waived and released  
6 claims as set forth in subsection (a) are extinguished.

7 (f) NO UNITED STATES LIABILITY FOR WAIVED  
8 CLAIMS.—The United States shall bear no liability for  
9 claims waived and released by the Tribe pursuant to this  
10 Act.

11 (g) UNITED STATES RESERVATION OF RIGHTS.—  
12 Nothing in this Act shall affect any rights, remedies, privi-  
13 leges, immunities, or powers of the United States, includ-  
14 ing the right to enforce the terms of the right-of-way  
15 across Federal lands for the Project granted by the Sec-  
16 retary to Fish Springs pursuant to the Federal Lands Pol-  
17 icy and Management Act of 1976 (43 U.S.C. 1701 et  
18 seq.), with the exception that the United States may not  
19 assert any claim on the Tribe’s behalf that is extinguished  
20 pursuant to subsection (e).

21 (h) EFFECTIVE DATE OF WAIVERS AND RELEASES  
22 OF CLAIMS.—The waivers and releases authorized under  
23 subsections (a) and (c) shall take effect on the day Fish  
24 Springs makes the payment to the Tribe as provided in  
25 subparagraph 4.2 of the Agreement.

1 **SEC. 5. SATISFACTION OF CLAIMS.**

2 (a) IN GENERAL.—The benefits provided to the Tribe  
3 under the Agreement, the Original Agreement, and this  
4 Act shall be considered to be full satisfaction of all claims  
5 of the Tribe waived and released pursuant to section 4  
6 and pursuant to the Original Agreement and any claims  
7 the United States might make on behalf of the Tribe that  
8 are extinguished pursuant to section 4.

9 (b) EFFECT OF FAILURE TO EXECUTE WAIVERS  
10 AND RELEASES.—If the Tribe fails to execute the waivers  
11 and releases as authorized by this Act within 60 days after  
12 the date of the enactment of this Act, this Act and the  
13 Agreement shall be null and void.

14 **SEC. 6. BENEFICIARIES TO AGREEMENT.**

15 (a) REQUIREMENT.—The beneficiaries to the Agree-  
16 ment shall be limited to—

17 (1) the parties to the Agreement;

18 (2) any municipal water purveyor that provides  
19 Project water for wholesale or retail water service to  
20 the area serviced by the Project;

21 (3) any water purveyor that obtains the right to  
22 use Project water for purposes other than serving  
23 retail or wholesale customers; and

24 (4) any assignee of Water Rights Credits for  
25 Project water pursuant to the terms of the February

1 28, 2006, Water Banking Trust Agreement between  
2 Washoe County and Fish Springs.

3 (b) PROHIBITION.—Except as provided in subsection  
4 (a), nothing in the Agreement or this Act provides to any  
5 individual or entity third-party beneficiary status relating  
6 to the Agreement.

7 **SEC. 7. JURISDICTION.**

8 Jurisdiction over any civil action relating to the en-  
9 forcement of the Agreement, the Original Agreement, or  
10 this Act shall be vested in the United States District Court  
11 for the District of Nevada.

12 **SEC. 8. ENVIRONMENTAL COMPLIANCE.**

13 Nothing in this Act precludes the United States or  
14 the Tribe, when delegated regulatory authority, from en-  
15 forcing Federal environmental laws, including—

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

20 (2) the Safe Drinking Water Act (42 U.S.C.  
21 300f et seq.);

22 (3) the Federal Water Pollution Control Act  
23 (33 U.S.C. 1251 et seq.);

24 (4) the Solid Waste Disposal Act (42 U.S.C.  
25 6901 et seq.); and

1           (5) any regulation implementing one or more of  
2           the Acts listed in paragraphs (1) through (4).

3 **SEC. 9. MISCELLANEOUS PROVISIONS.**

4           (a) NO ESTABLISHMENT OF STANDARD.—Nothing in  
5 this Act establishes a standard for the quantification of  
6 a Federal reserved water right or any other claim of an  
7 Indian tribe other than the Tribe in any other judicial or  
8 administrative proceeding.

9           (b) OTHER CLAIMS.—Nothing in the Agreement, the  
10 Original Agreement, or this Act quantifies or otherwise  
11 adversely affects any water right, claim, or entitlement to  
12 water, or any other right of any Indian tribe, band, or  
13 community other than the Tribe.

○