

(b) Purpose

The purpose of this subchapter is to facilitate and implement the settlement agreement negotiated and executed by the parties to the U.S. Suit and Indian Suit for the purpose of resolving their conflicting claims to their mutual satisfaction and in the public interest.

(Pub. L. 106-568, title VI, §602, Dec. 27, 2000, 114 Stat. 2906.)

REFERENCES IN TEXT

The Mission Indian Relief Act of 1891 and the Mission Indian Relief Act, referred to in subsec. (a)(1) and (3), means act Jan. 12, 1891, ch. 65, 26 Stat. 712, as amended, which is not classified to the Code.

EFFECTIVE DATE

Pub. L. 106-568, title VI, §611, Dec. 27, 2000, 114 Stat. 2912, provided that:

“(a) IN GENERAL.—Except as provided by subsection (b), this title [see Short Title note below] shall take effect on the date of the enactment of this Act [Dec. 27, 2000].

“(b) EXCEPTION.—Sections 4, 5, 6, 7, and 8 [probably means sections 604 to 608 of title VI of Pub. L. 106-568, which are classified to sections 1778b to 1778f of this title] shall take effect on the date on which the Secretary determines the following conditions have been met:

“(1) The Tribe agrees to the Settlement Agreement and the provisions of this title and executes the releases and waivers required by the Settlement Agreement and this title.

“(2) The Coachella Valley Water District agrees to the Settlement Agreement and to the provisions of this title.

“(3) The Imperial Irrigation District agrees to the Settlement Agreement and to the provisions of this title.”

SHORT TITLE

Pub. L. 106-568, title VI, §601, Dec. 27, 2000, 114 Stat. 2906, provided that: “This title [enacting this subchapter and provisions set out as a note above] may be cited as the ‘Torres-Martinez Desert Cahuilla Indians Claims Settlement Act.’”

§ 1778a. Definitions

For the purposes of this subchapter:

(1) Tribe

The term “Tribe” means the Torres-Martinez Desert Cahuilla Indians, a federally recognized Indian tribe with a reservation located in Riverside and Imperial Counties, California.

(2) Allottees

The term “allottees” means those individual Tribe members, their successors, heirs, and assigns, who have individual ownership of allotted Indian trust lands within the Torres-Martinez Indian Reservation.

(3) Salton Sea

The term “Salton Sea” means the inland body of water located in Riverside and Imperial Counties which serves as a drainage reservoir for water from precipitation, natural runoff, irrigation return flows, wastewater, floods, and other inflow from within its watershed area.

(4) Settlement agreement

The term “Settlement Agreement” means the Agreement of Compromise and Settlement

Concerning Claims to the Lands of the United States Within and on the Perimeter of the Salton Sea Drainage Reservoir Held in Trust for the Torres-Martinez Indians executed on June 18, 1996, as modified by the first, second, third, and fourth modifications thereto.

(5) Secretary

The term “Secretary” means the Secretary of the Interior.

(6) Permanent flowage easement

The term “permanent flowage easement” means the perpetual right by the water districts to use the described lands in the Salton Sink within and below the minus 220-foot contour as a drainage reservoir to receive and store water from their respective water and drainage systems, including flood water, return flows from irrigation, tail water, leach water, operational spills, and any other water which overflows and floods such lands, originating from lands within such water districts.

(Pub. L. 106-568, title VI, §603, Dec. 27, 2000, 114 Stat. 2908.)

§ 1778b. Ratification of Settlement Agreement

The United States hereby approves, ratifies, and confirms the Settlement Agreement.

(Pub. L. 106-568, title VI, §604, Dec. 27, 2000, 114 Stat. 2908.)

EFFECTIVE DATE

Section effective on date on which the Secretary determines that certain conditions with respect to the Settlement Agreement and provisions of title VI of Pub. L. 106-568 have been met, see section 611(b) of Pub. L. 106-568, set out as a note under section 1778 of this title.

§ 1778c. Settlement funds**(a) Establishment of tribal and allottees settlement trust funds accounts****(1) In general**

There are established in the Treasury of the United States three settlement trust fund accounts to be known as the “Torres-Martinez Settlement Trust Funds Account”, the “Torres-Martinez Allottees Settlement Account I”, and the “Torres-Martinez Allottees Settlement Account II”, respectively.

(2) Availability

Amounts held in the Torres-Martinez Settlement Trust Funds Account, the Torres-Martinez Allottees Settlement Account I, and the Torres-Martinez Allottees Settlement Account II shall be available to the Secretary for distribution to the Tribe and affected allottees in accordance with subsection (c) of this section.

(b) Contributions to the settlement trust funds**(1) In general**

Amounts paid to the Secretary for deposit into the trust fund accounts established by subsection (a) of this section shall be allocated among and deposited in the trust accounts in the amounts determined by the tribal-allottee allocation provisions of the Settlement Agreement.

(2) Cash payments by Coachella Valley Water District

Within the time, in the manner, and upon the conditions specified in the Settlement Agreement, the Coachella Valley Water District shall pay the sum of \$337,908.41 to the United States for the benefit of the Tribe and any affected allottees.

(3) Cash payments by Imperial Irrigation District

Within the time, in the manner, and upon the conditions specified in the Settlement Agreement, the Imperial Irrigation District shall pay the sum of \$3,670,694.33 to the United States for the benefit of the Tribe and any affected allottees.

(4) Cash payments by the United States

Within the time and upon the conditions specified in the Settlement Agreement, the United States shall pay into the three separate tribal and allottee trust fund accounts the total sum of \$10,200,000, of which sum—

(A) \$4,200,000 shall be provided from moneys appropriated by Congress under section 1304 of title 31, the conditions of which are deemed to have been met, including those of section 2414 of title 28; and

(B) \$6,000,000 shall be provided from moneys appropriated by Congress for this specific purpose to the Secretary.

(5) Additional payments

In the event that any of the sums described in paragraph (2) or (3) are not timely paid by the Coachella Valley Water District or the Imperial Irrigation District, as the case may be, the delinquent payor shall pay an additional sum equal to 10 percent interest annually on the amount outstanding daily, compounded yearly on December 31 of each respective year, until all outstanding amounts due have been paid in full.

(6) Severally liable for payments

The Coachella Valley Water District, the Imperial Irrigation District, and the United States shall each be severally liable, but not jointly liable, for its respective obligation to make the payments specified by this subsection.

(c) Administration of settlement trust funds

The Secretary shall administer and distribute funds held in the Torres-Martinez Settlement Trust Funds Account, the Torres-Martinez Allottees Settlement Account I, and the Torres-Martinez Allottees Settlement Account II in accordance with the terms and conditions of the Settlement Agreement.

(Pub. L. 106-568, title VI, § 605, Dec. 27, 2000, 114 Stat. 2908.)

EFFECTIVE DATE

Section effective on date on which the Secretary determines that certain conditions with respect to the Settlement Agreement and provisions of title VI of Pub. L. 106-568 have been met, see section 611(b) of Pub. L. 106-568, set out as a note under section 1778 of this title.

§ 1778d. Trust land acquisition and status**(a) Acquisition and placement of lands into trust****(1) In general**

The Secretary shall convey into trust status lands purchased or otherwise acquired by the Tribe within the areas described in paragraphs (2) and (3) in an amount not to exceed 11,800 acres in accordance with the terms, conditions, criteria, and procedures set forth in the Settlement Agreement and this subchapter. Subject to such terms, conditions, criteria, and procedures, all lands purchased or otherwise acquired by the Tribe and conveyed into trust status for the benefit of the Tribe pursuant to the Settlement Agreement and this subchapter shall be considered as if such lands were so acquired in trust status in 1909 except as: (i) to water rights as provided in subsection (c) of this section; and (ii) to valid rights existing at the time of acquisition pursuant to this subchapter.

(2) Primary Acquisition Area**(A) In general**

The primary area within which lands may be acquired pursuant to paragraph (1) consists of the lands located in the Primary Acquisition Area, as defined in the Settlement Agreement. The amount of acreage that may be acquired from such area is 11,800 acres less the number of acres acquired and conveyed into trust under paragraph (3).

(B) Effect of objection

Lands referred to in subparagraph (A) may not be acquired pursuant to paragraph (1) if by majority vote the governing body of the city within whose incorporated boundaries (as such boundaries exist on the date of the Settlement Agreement) the subject lands are situated within formally objects to the Tribe's request to convey the subject lands into trust and notifies the Secretary of such objection in writing within 60 days of receiving a copy of the Tribe's request in accordance with the Settlement Agreement. Upon receipt of such a notification, the Secretary shall deny the acquisition request.

(3) Secondary Acquisition Area**(A) In general**

Not more than 640 acres of land may be acquired pursuant to paragraph (1) from those certain lands located in the Secondary Acquisition Area, as defined in the Settlement Agreement.

(B) Effect of objection

Lands referred to in subparagraph (A) may not be acquired pursuant to paragraph (1) if by majority vote—

(i) the governing body of the city within whose incorporated boundaries (as such boundaries exist on the date of the Settlement Agreement) the subject lands are situated within; or

(ii) the governing body of Riverside County, California, in the event that such lands are located within an unincorporated area,