

114TH CONGRESS
1ST SESSION

S. 1125

To authorize and implement the water rights compact among the Blackfeet Tribe of the Blackfeet Indian Reservation, the State of Montana, and the United States, and for other purposes.

IN THE SENATE OF THE UNITED STATES

APRIL 28, 2015

Mr. TESTER (for himself and Mr. DAINES) introduced the following bill; which was read twice and referred to the Committee on Indian Affairs

A BILL

To authorize and implement the water rights compact among the Blackfeet Tribe of the Blackfeet Indian Reservation, the State of Montana, and the United States, 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 “Blackfeet Water
5 Rights Settlement Act of 2015”.

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

1 (1) to achieve a fair, equitable, and final settle-
2 ment of claims to water rights in the State of Mon-
3 tana for—

4 (A) the Blackfeet Tribe of the Blackfeet
5 Indian Reservation; and

6 (B) the United States, for the benefit of
7 the Tribe and allottees;

8 (2) to authorize, ratify, and confirm the water
9 rights compact entered into by the Tribe and the
10 State, to the extent that the Compact is consistent
11 with this Act;

12 (3) to authorize and direct the Secretary of the
13 Interior—

14 (A) to execute the Compact; and

15 (B) to take any other action necessary to
16 carry out the Compact in accordance with this
17 Act; and

18 (4) to authorize funds necessary for the imple-
19 mentation of the Compact and this Act.

20 **SEC. 3. DEFINITIONS.**

21 In this Act:

22 (1) ALLOTTEE.—The term “allottee” means
23 any individual who holds a beneficial real property
24 interest in an allotment of Indian land that is—

25 (A) located within the Reservation; and

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

2 (2) BIRCH CREEK AGREEMENT.—The term
3 “Birch Creek Agreement” means—

4 (A) the agreement between the Tribe and
5 the State regarding Birch Creek water use
6 dated January 31, 2008, as amended on Feb-
7 ruary 13, 2009; and

8 (B) any amendment or exhibit (including
9 exhibit amendments) to that agreement that is
10 executed in accordance with this Act.

11 (3) BIRCH CREEK MITIGATION PROJECT.—The
12 term “Birch Creek Mitigation Project” means the
13 project to provide water from Four Horns Reservoir
14 to State water users on Birch Creek in fulfillment
15 of the obligations of the Tribe under the Birch
16 Creek Agreement.

17 (4) BLACKFEET IRRIGATION PROJECT.—The
18 term “Blackfeet Irrigation Project” means the irri-
19 gation project authorized by the matter under the
20 heading “Montana” of title II of the Act of March
21 1, 1907 (34 Stat. 1035, chapter 2285) and adminis-
22 tered by the Bureau of Indian Affairs.

23 (5) COMPACT.—The term “Compact” means—

24 (A) the Blackfeet-Montana water rights
25 compact dated April 15, 2009, as contained in

1 section 85–20–1501 of the Montana Code An-
2 notated (2013); and

3 (B) any amendment or exhibit (including
4 exhibit amendments) to the Compact that is ex-
5 ecuted in accordance with this Act.

6 (6) ENFORCEABILITY DATE.—The term “en-
7 forceability date” means the date described in sec-
8 tion 18(e).

9 (7) LAKE ELWELL.—The term “Lake Elwell”
10 means the water impounded on the Marias River in
11 the State by Tiber Dam, a feature of the Lower
12 Marias Unit of the Pick-Sloan Missouri River Basin
13 Program authorized by section 9 of the Act of De-
14 cember 22, 1944 (commonly known as the “Flood
15 Control Act of 1944”) (58 Stat. 891, chapter 665).

16 (8) MILK RIVER BASIN.—The term “Milk River
17 Basin” means the North Fork, Middle Fork, South
18 Fork, and the main stem of the Milk River and trib-
19 utaries from the headwaters to the confluence with
20 the Missouri River.

21 (9) MILK RIVER PROJECT.—

22 (A) IN GENERAL.—The term “Milk River
23 Project” means the Bureau of Reclamation
24 project conditionally approved by the Secretary
25 on March 14, 1903, pursuant to the Act of

1 June 17, 1902 (32 Stat. 388, chapter 1093),
2 commencing at Lake Sherburne Reservoir and
3 providing water to a point approximately 6
4 miles east of Nashua, Montana.

5 (B) INCLUSIONS.—The term “Milk River
6 Project” includes—

7 (i) the St. Mary Unit;

8 (ii) the Fresno Dam; and

9 (iii) the Dodson pumping unit.

10 (10) MILK RIVER PROJECT WATER RIGHTS.—

11 The term “Milk River Project water rights” means
12 the water rights held by the Bureau of Reclamation
13 on behalf of the Milk River Project, as finally adju-
14 dicated by the Montana Water Court.

15 (11) MILK RIVER WATER RIGHT.—The term

16 “Milk River water right” means the portion of the
17 Tribal Water Rights described in article III.F of the
18 Compact and this Act.

19 (12) MISSOURI RIVER BASIN.—The term “Mis-

20 souri River Basin” means the hydrologic basin of
21 the Missouri River (including tributaries).

22 (13) MR&I SYSTEM.—The term “MR&I Sys-
23 tem” means—

24 (A) the intake, treatment, pumping, stor-
25 age, pipelines, appurtenant items, and any

1 other feature of the system as generally de-
 2 scribed in the document entitled “Blackfeet Re-
 3 gional Water System”, prepared by DOWL
 4 HKM, and dated June 2010, and modified by
 5 DOWL HKM, as set out in the addendum to
 6 the report dated March 2013; and

7 (B) the existing tribal water systems im-
 8 proved under subparagraph (A).

9 (14) OM&R.—The term “OM&R” means—

10 (A) any recurring or ongoing activity asso-
 11 ciated with the day-to-day operation of a
 12 project;

13 (B) any activity relating to scheduled or
 14 unscheduled maintenance of a project; and

15 (C) any activity relating to replacing a fea-
 16 ture of a project.

17 (15) RESERVATION.—The term “Reservation”
 18 means the Blackfeet Indian Reservation of Montana
 19 as—

20 (A) established by the Treaty of October
 21 17, 1855 (11 Stat. 657); and

22 (B) modified by—

23 (i) the Executive Order of July 5,
 24 1873 (relating to the Blackfeet Reserve);

1 (ii) the Act of April 15, 1874 (18
2 Stat. 28, chapter 96);

3 (iii) the Executive Order of August
4 19, 1874 (relating to the Blackfeet Re-
5 serve);

6 (iv) the Executive Order of April 13,
7 1875 (relating to the Blackfeet Reserve);

8 (v) the Executive Order of July 13,
9 1880 (relating to the Blackfeet Reserve);

10 (vi) the Agreement with the Blackfeet,
11 ratified by the Act of May 1, 1888 (25
12 Stat. 113, chapter 213); and

13 (vii) the Agreement with the Black-
14 feet, ratified by the Act of June 10, 1896
15 (29 Stat. 353, chapter 398).

16 (16) ST. MARY RIVER WATER RIGHT.—The
17 term “St. Mary River water right” means that por-
18 tion of the Tribal Water Rights described in article
19 III.G.1.a.i. of the Compact and this Act.

20 (17) ST. MARY UNIT.—

21 (A) IN GENERAL.—The term “St. Mary
22 Unit” means the St. Mary Storage Unit of the
23 Milk River Project authorized by Congress on
24 March 25, 1905.

1 (B) INCLUSIONS.—The term “St. Mary
2 Unit” includes—

- 3 (i) Sherburne Dam and Reservoir;
4 (ii) Swift Current Creek Dike;
5 (iii) Lower St. Mary Lake;
6 (iv) St. Mary Canal Diversion Dam;
7 and
8 (v) St. Mary Canal and appur-
9 tenances.

10 (18) SECRETARY.—The term “Secretary”
11 means the Secretary of the Interior.

12 (19) STATE.—The term “State” means the
13 State of Montana.

14 (20) SWIFTCURRENT CREEK BANK STABILIZA-
15 TION PROJECT.—The term “Swiftcurrent Creek
16 Bank Stabilization Project” means the project to
17 mitigate the physical and environmental problems
18 associated with the St. Mary Unit from Sherburne
19 Dam to the Swiftcurrent Creek confluence with the
20 St. Mary River.

21 (21) TRIBAL WATER RIGHTS.—The term “Trib-
22 al water rights” means the water rights of the Tribe
23 described in article III of the Compact and this Act,
24 including the Lake Elwell allocation provided to the
25 Tribe under section 9.

1 (22) **TRIBE.**—The term “Tribe” means the
2 Blackfoot Tribe of the Blackfoot Indian Reservation
3 of Montana.

4 **SEC. 4. RATIFICATION OF COMPACT.**

5 (a) **RATIFICATION.**—

6 (1) **IN GENERAL.**—Except as modified by this
7 Act, and to the extent that the Compact does not
8 conflict with this Act, the Compact is authorized,
9 ratified, and confirmed.

10 (2) **AMENDMENTS.**—If an amendment is exe-
11 cuted in accordance with this Act to make the Com-
12 pact consistent with this Act, the amendment is au-
13 thorized, ratified, and confirmed.

14 (b) **EXECUTION.**—

15 (1) **IN GENERAL.**—To the extent that the Com-
16 pact does not conflict with this Act, the Secretary
17 shall execute the Compact, including all exhibits to,
18 or parts of, the Compact requiring the signature of
19 the Secretary.

20 (2) **MODIFICATIONS.**—Nothing in this Act pre-
21 cludes the Secretary from approving any modifica-
22 tion to an appendix or exhibit to the Compact that
23 is consistent with this Act, to the extent that the
24 modification does not otherwise require congress-
25 sional approval under section 2116 of the Revised

1 Statutes (25 U.S.C. 177) or any other applicable
2 provision of Federal law.

3 (c) ENVIRONMENTAL COMPLIANCE.—

4 (1) IN GENERAL.—In implementing the Com-
5 pact and this Act, the Secretary shall comply with
6 all applicable provisions of—

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

9 (B) the National Environmental Policy Act
10 of 1969 (42 U.S.C. 4321 et seq.); and

11 (C) all other applicable environmental laws
12 and regulations.

13 (2) EFFECT OF EXECUTION.—

14 (A) IN GENERAL.—An activity carried out
15 by the Secretary to execute the Compact pursu-
16 ant to this section shall not constitute a major
17 Federal action for purposes of the National En-
18 vironmental Policy Act of 1969 (42 U.S.C.
19 4321 et seq.).

20 (B) COMPLIANCE.—The Secretary shall
21 carry out all Federal compliance activities nec-
22 essary to implement the Compact and this Act.

23 **SEC. 5. MILK RIVER WATER RIGHT.**

24 (a) IN GENERAL.—With respect to the Milk River
25 water right, the Tribe—

1 (1) may continue the historical uses and the
2 uses in existence on the date of enactment of this
3 Act; and

4 (2) except as provided in article III.F.1.d of the
5 Compact, shall not develop new uses until the date
6 on which—

7 (A) the Tribe has entered into the agree-
8 ment described in subsection (c); or

9 (B) the Secretary has established the cri-
10 teria described in subsection (e).

11 (b) STATE WATER RIGHTS.—With respect to any
12 State water right in the Milk River Basin owned or ac-
13 quired by the Tribe, the Tribe—

14 (1) may continue any use in existence on the
15 date of enactment of this Act; and

16 (2) shall not change any use until the date on
17 which—

18 (A) the Tribe has entered into the agree-
19 ment described in subsection (c); or

20 (B) the Secretary has established the cri-
21 teria described in subsection (e).

22 (c) TRIBAL AGREEMENT.—

23 (1) IN GENERAL.—In consultation with the
24 Commissioner of Reclamation and the Director of
25 the Bureau of Indian Affairs, the Tribe and the

1 Fort Belknap Indian Community shall enter into an
2 agreement to provide for the exercise of the respec-
3 tive water rights on the respective reservations of
4 the Tribe and the Fort Belknap Indian Community
5 in the Milk River.

6 (2) CONSIDERATIONS.—The agreement entered
7 into under paragraph (1) shall take into consider-
8 ation—

9 (A) the equal priority dates of the Indian
10 tribes;

11 (B) the water supplies of the Milk River;
12 and

13 (C) historical, current, and future uses
14 identified by each Indian tribe.

15 (d) SECRETARIAL DETERMINATION.—

16 (1) IN GENERAL.—Not later than 120 days
17 after the date on which the agreement described in
18 subsection (c) is submitted to the Secretary, the Sec-
19 retary shall review and approve or disapprove the
20 agreement.

21 (2) APPROVAL.—The Secretary shall approve
22 the agreement if the Secretary finds that the agree-
23 ment—

24 (A) equitably accommodates the interests
25 in the Milk River of each Indian tribe;

1 (B) adequately considers the factors de-
2 scribed in subsection (c)(2); and

3 (C) is otherwise in accordance with appli-
4 cable law.

5 (3) DEADLINE EXTENSION.—The deadline to
6 review the agreement described in paragraph (1)
7 may be extended by the Secretary after consultation
8 with the Tribe and the Fort Belknap Indian Com-
9 munity.

10 (e) SECRETARIAL CRITERIA.—

11 (1) IN GENERAL.—If the Tribe and the Fort
12 Belknap Indian Community do not enter into an
13 agreement under subsection (c) by the earlier of the
14 date that is 5 years after the date of enactment of
15 this Act and the date that is 3 years after the date
16 of enactment of a congressionally approved settle-
17 ment of the water rights claims of the Fort Belknap
18 Indian Community that the Secretary determines
19 meets the considerations set forth in subparagraphs
20 (A) through (C) of subsection (d)(2), the Secretary
21 shall—

22 (A) establish criteria that reflect the con-
23 siderations described in subparagraphs (A)
24 through (C) of subsection (c)(2); and

1 (B) after consultation with the Tribe and
2 the Fort Belknap Indian Community, provide
3 for the exercise of the respective water rights on
4 the respective reservations of the Tribe and the
5 Fort Belknap Indian Community in the Milk
6 River.

7 (2) CONSIDERATION AS FINAL AGENCY AC-
8 TION.—The establishment by the Secretary of cri-
9 teria under paragraph (1) shall be considered to be
10 a final agency action for purposes of review under
11 chapter 7 of title 5, United States Code.

12 (f) AUTHORIZATION OF APPROPRIATIONS.—

13 (1) IN GENERAL.—There is authorized to be
14 appropriated to the Secretary to carry out this sec-
15 tion \$500,000.

16 (2) USE OF FUNDS.—The Secretary shall dis-
17 tribute the funds made available under paragraph
18 (1) to the Tribe and the Fort Belknap Indian Com-
19 munity for use to reach an agreement under this
20 section, including for technical analyses and legal
21 and other related efforts.

22 **SEC. 6. WATER DELIVERY THROUGH MILK RIVER PROJECT.**

23 (a) IN GENERAL.—The Secretary, acting through the
24 Commissioner of Reclamation, shall carry out the activi-

1 ties authorized under this section with respect to the St.
2 Mary River water right.

3 (b) TREATMENT.—Notwithstanding article IV.D.4 of
4 the Compact, any responsibility of the United States with
5 respect to the St. Mary River water right shall be limited
6 to and fulfilled pursuant to subsection (c) and subsections
7 (a) and (b)(3) of section 15.

8 (c) WATER DELIVERY CONTRACT.—

9 (1) IN GENERAL.—Not later than 180 days
10 after the enforceability date, the Secretary shall
11 enter into a water delivery contract with the Tribe
12 for the delivery of 5,000 acre-feet per year of the St.
13 Mary River water right through Milk River Project
14 facilities to the Tribe or another entity specified by
15 the Tribe.

16 (2) TERMS AND CONDITIONS.—The contract
17 under paragraph (1) shall establish the terms and
18 conditions for the water deliveries described in para-
19 graph (1) in accordance with the Compact and this
20 Act.

21 (3) REQUIREMENTS.—The water delivery con-
22 tract under paragraph (1) shall include provisions
23 requiring that—

24 (A) the contract shall be without limit as
25 to term;

1 (B) the Tribe, and not the United States,
2 shall collect, and shall be entitled to, all consid-
3 eration due to the Tribe under any lease, con-
4 tract, or agreement entered into by the Tribe
5 pursuant to subsection (f);

6 (C) the United States shall have no obliga-
7 tion to monitor, administer, or account for—

8 (i) any funds received by the Tribe as
9 consideration under any lease, contract, or
10 agreement entered into by the Tribe pursu-
11 ant to subsection (f); or

12 (ii) the expenditure of such funds;

13 (D) if water deliveries under the contract
14 are interrupted for an extended period of time
15 because of damage to, or a reduction in the ca-
16 pacity of, St. Mary Unit facilities, the rights of
17 the Tribe shall be treated the same as the
18 rights of other contractors receiving water deliv-
19 eries through the Milk River Project with re-
20 spect to the water delivered under this section;

21 (E) deliveries of water under this sub-
22 section shall be—

23 (i) limited to not greater than 5,000
24 acre-feet of water in any 1 year;

1 (ii) consistent with operations of the
2 Milk River Project; and

3 (iii) without additional cost to the
4 Milk River Project water users; and

5 (F) the Tribe shall not be required to pay
6 OM&R for the 5,000 acre-feet delivered under
7 subparagraph (E)(i), except the Tribe shall pay
8 annually the proportionate share of OM&R allo-
9 cable to any quantity of water delivered to a
10 third party for industrial purposes under a sub-
11 contract entered into by the Tribe pursuant to
12 subsection (f).

13 (d) SHORTAGE SHARING OR REDUCTION.—

14 (1) IN GENERAL.—The 5,000 acre-feet per year
15 of water delivered under subsection (c)(3)(E)(i) shall
16 not be subject to shortage sharing or reduction, ex-
17 cept as provided in paragraph (3)(D) of that sub-
18 section.

19 (2) NO INJURY TO MILK RIVER PROJECT
20 WATER USERS.—Notwithstanding article IV.D.4 of
21 the Compact, any reduction in the Milk River
22 Project water supply caused by the delivery of water
23 under subsection (c) shall not constitute injury to
24 Milk River Project water users.

25 (e) SUBSEQUENT CONTRACTS.—

1 (1) IN GENERAL.—As part of the studies au-
2 thorized under section 7(b), the Secretary, acting
3 through the Commissioner of Reclamation, and in
4 cooperation with the Tribe, shall identify alternatives
5 to provide to the Tribe water from the St. Mary
6 River water right in quantities greater than the
7 5,000 acre-feet per year of water described in sub-
8 section (c)(3)(E)(i).

9 (2) CONTRACT FOR WATER DELIVERY.—If the
10 Secretary determines under paragraph (1) that
11 greater than 5,000 acre-feet per year of the St.
12 Mary River water right can be delivered to the
13 Tribe, the Secretary shall offer to enter into 1 or
14 more contracts with the Tribe for the delivery of
15 that water, subject to the requirements of subsection
16 (c)(3) and this subsection.

17 (3) TREATMENT.—Any delivery of water under
18 this subsection shall be—

19 (A) in accordance with article IV.D.4 of
20 the Compact; and

21 (B) subject to reduction in the same man-
22 ner as for Milk River Project contract holders.

23 (f) SUBCONTRACTS.—

24 (1) IN GENERAL.—The Tribe may enter into
25 any subcontract for the delivery of water under this

1 section to a third party, in accordance with section
2 14(e).

3 (2) COMPLIANCE WITH OTHER LAW.—All sub-
4 contracts described in paragraph (1) shall comply
5 with this Act, the Compact, the tribal water code,
6 and other applicable law.

7 (3) NO LIABILITY.—The Secretary shall not be
8 liable to any party, including the Tribe, for any term
9 of, or any loss or other detriment resulting from, a
10 lease, contract, or other agreement entered into pur-
11 suant to this subsection.

12 (g) EFFECT OF PROVISIONS.—Nothing in this sec-
13 tion—

14 (1) precludes the Tribe from taking the 5,000
15 acre-feet per year of water described in subsection
16 (c)(3)(E)(i), or any additional water provided under
17 subsection (e), from the direct flow of the St. Mary
18 River; or

19 (2) modifies the provisions of article III.G.1.a.ii,
20 article III.G.1.b–c, or article III.G.1.e of the Com-
21 pact.

22 (h) OTHER RIGHTS.—Notwithstanding article
23 III.G.1.d of the Compact, after satisfaction of all water
24 rights under State law, including the Milk River Project
25 water rights, the Tribe shall have the right to the remain-

1 ing portion of the share of the United States in the St.
2 Mary River under the International Boundary Waters
3 Treaty of 1909 (36 Stat. 2448) for any tribally authorized
4 use or need.

5 **SEC. 7. BUREAU OF RECLAMATION ACTIVITIES TO IM-**
6 **PROVE WATER MANAGEMENT.**

7 (a) **USE OF MILK RIVER PROJECT FACILITIES FOR**
8 **THE BENEFIT OF THE TRIBE.**—Use of Milk River Project
9 facilities to transport water for the Tribe pursuant to sub-
10 sections (c) and (e) of section 6, together with any use
11 by the Tribe of such water in accordance with the tribal
12 water code—

13 (1) shall be considered an authorized purpose of
14 the Milk River Project; and

15 (2) shall not change the priority date of any
16 Tribal water rights.

17 (b) **ST. MARY RIVER STUDIES.**—The Secretary, in
18 cooperation with the Tribe and the State, shall conduct—

19 (1) an appraisal study—

20 (A) to develop a plan for the management
21 and development of water supplies in the St.
22 Mary River Basin and Milk River Basin, includ-
23 ing the St. Mary River and Milk River water
24 supplies for the Tribe and the Milk River water

1 supplies for the Fort Belknap Indian Commu-
2 nity; and

3 (B) to identify alternatives to develop addi-
4 tional water of the St. Mary River for the
5 Tribe; and

6 (2) a feasibility study—

7 (A) using the information from the ap-
8 praisal study conducted under paragraph (1), to
9 evaluate the feasibility of—

10 (i) alternatives for the rehabilitation
11 of the St. Mary Diversion Dam and Canal;
12 and

13 (ii) increased storage in Fresno Res-
14 ervoir of the Milk River Project; and

15 (B) to create a cost allocation study that
16 is based on the authorized purposes described
17 in subsection (a).

18 (3) SUBMISSION TO CONGRESS.—Not later than
19 3 years after the date on which funds are made
20 available to carry out this Act, the Secretary shall
21 submit to the Committee on Energy and Natural
22 Resources of the Senate and the Committee on Nat-
23 ural Resources of the House of Representatives a re-
24 port describing the results of the study under this
25 subsection.

1 (4) COSTS NONREIMBURSABLE.—The cost of
2 the studies under this subsection shall not be—

3 (A) considered to be a project cost; or

4 (B) reimbursable in accordance with the
5 Federal reclamation laws.

6 (5) APPLICABILITY OF ISDEAA.—At the request
7 of the Tribe, and in accordance with the Indian Self-
8 Determination and Education Assistance Act (25
9 U.S.C. 450 et seq.), the Secretary shall enter into 1
10 or more agreements with the Tribe to carry out the
11 study described in paragraph (1).

12 (c) SWIFTCURRENT CREEK BANK STABILIZATION.—

13 (1) IN GENERAL.—The Secretary, acting
14 through the Commissioner of Reclamation, shall
15 carry out appropriate activities concerning the
16 Swiftcurrent Creek Bank Stabilization Project, in-
17 cluding review of the final design of the project and
18 value engineering analyses.

19 (2) MODIFICATION OF FINAL DESIGN.—Prior to
20 beginning construction activities for the Swiftcurrent
21 Creek Bank Stabilization Project, on the basis of the
22 review conducted under paragraph (1), the Secretary
23 shall negotiate with the Tribe appropriate changes,
24 if any, to the final design—

1 (A) to ensure compliance with applicable
2 industry standards; and

3 (B) to improve the cost-effectiveness of the
4 Swiftcurrent Creek Bank Stabilization Project.

5 (3) APPLICABILITY OF ISDEAA.—At the request
6 of the Tribe, and in accordance with the Indian Self-
7 Determination and Education Assistance Act (25
8 U.S.C. 450 et seq.), the Secretary shall enter into 1
9 or more agreements with the Tribe to carry out the
10 Swiftcurrent Bank Stabilization Project.

11 (d) ADMINISTRATION.—The Commissioner of Rec-
12 lamation and the Tribe shall negotiate the cost of any
13 oversight activity carried out by the Bureau of Reclama-
14 tion under any agreement entered into under this section,
15 subject to the condition that the total cost for the over-
16 sight shall not exceed 4 percent of the total costs incurred
17 under this section.

18 (e) MILK RIVER PROJECT RIGHTS-OF-WAY AND
19 EASEMENTS.—As soon as practicable after the date of en-
20 actment of this Act, the Secretary and the Tribe shall
21 enter into an agreement to resolve all issues associated
22 with the location and extent of the rights-of-way, ease-
23 ments, and other property interests of the United States
24 in and to the Milk River Project that are located on tribal
25 land.

1 (f) FUNDING.—The total amount of obligations in-
2 curred by the Secretary shall not exceed—

3 (1) \$3,800,000 to carry out subsection (b);

4 (2) \$20,700,000 to carry out subsection (c);

5 and

6 (3) \$1,700,000 to carry out subsection (e).

7 **SEC. 8. ST. MARY CANAL HYDROELECTRIC POWER GENERA-**
8 **TION.**

9 (a) IN GENERAL.—

10 (1) EXCLUSIVE RIGHT OF THE TRIBE.—Subject
11 to paragraph (2) and notwithstanding any other pro-
12 vision of law, if the St. Mary Unit is rehabilitated,
13 the Tribe shall have the exclusive right to develop
14 and market hydroelectric power of the St. Mary
15 Unit.

16 (2) LIMITATIONS.—The exclusive right de-
17 scribed in paragraph (1)—

18 (A) shall expire 15 years after the date of
19 enactment of an Act appropriating funds for
20 the rehabilitation described in that paragraph;
21 and

22 (B) may be extended by the Secretary at
23 the request of the Tribe.

24 (3) OM&R COSTS.—Beginning on the date that
25 is 10 years after the date on which the Tribe begins

1 marketing hydroelectric power generated from the
2 St. Mary Unit to third parties, the Tribe shall make
3 annual payments for operation, maintenance, and re-
4 placement costs attributable to the direct use of any
5 facilities by the Tribe for hydroelectric power gen-
6 eration in amounts determined in accordance with
7 the guidelines and methods of the Bureau of Rec-
8 lamation for assessing operation, maintenance, and
9 replacement charges.

10 (b) BUREAU OF RECLAMATION JURISDICTION.—The
11 Commissioner of Reclamation shall have exclusive jurisdic-
12 tion to authorize development of hydropower on the St.
13 Mary Unit.

14 (c) BUREAU OF RECLAMATION COOPERATION.—The
15 Commissioner of Reclamation shall cooperate with the
16 Tribe in the development of any hydroelectric power gen-
17 eration project under this section.

18 (d) AGREEMENT.—Before construction of a hydro-
19 electric power generation project under this section, the
20 Tribe shall enter into an agreement with the Commis-
21 sioner of Reclamation that includes provisions requiring
22 that—

23 (1) the design, construction, and operation of
24 the project shall be consistent with the Bureau of
25 Reclamation guidelines and methods for hydro-

1 electric power development at Bureau facilities, as
2 appropriate; and

3 (2) the hydroelectric power generation project
4 shall be consistent with the operations of the Milk
5 River Project, including agreements—

6 (A) regarding operating criteria and emer-
7 gency procedures; and

8 (B) under which any modification proposed
9 by the Tribe to a facility owned by the Bureau
10 of Reclamation shall be subject to review and
11 approval by the Secretary, acting through the
12 Commissioner of Reclamation.

13 (e) USE OF HYDROELECTRIC POWER BY TRIBE.—
14 Any hydroelectric power generated in accordance with this
15 section shall be used or marketed by the Tribe.

16 (f) REVENUES.—The Tribe shall collect and retain
17 any revenues from the sale of hydroelectric power gen-
18 erated by a project under this section.

19 (g) LIABILITY OF THE UNITED STATES.—The
20 United States shall have no obligation to monitor, admin-
21 ister, or account for—

22 (1) any revenues received by the Tribe under
23 this section; or

24 (2) the expenditure of such revenues.

1 (h) PREFERENCE.—For any period for which the ex-
2 clusive right of the Tribe described in subsection (a)(1)
3 is not in effect, including any period before the enforce-
4 ability date, the Tribe shall have a preference to develop
5 hydropower on the St. Mary Unit facilities in the same
6 manner as States and municipalities under section 7(a)
7 of the Federal Power Act (16 U.S.C. 800(a)) or any other
8 applicable law or regulation.

9 **SEC. 9. STORAGE ALLOCATION FROM LAKE ELWELL.**

10 (a) STORAGE ALLOCATION TO TRIBE.—The Sec-
11 retary shall allocate to the Tribe 50,000 acre-feet per year
12 of water stored in Lake Elwell for use by the Tribe for
13 any beneficial purpose on or off the Reservation, under
14 a water right held by the United States and managed by
15 the Bureau of Reclamation, as measured at the outlet
16 works of Tiber Dam or through direct pumping from Lake
17 Elwell.

18 (b) TREATMENT.—

19 (1) IN GENERAL.—The allocation to the Tribe
20 under subsection (a) shall be considered to be part
21 of the Tribal water rights.

22 (2) PRIORITY DATE.—The priority date of the
23 allocation to the Tribe under subsection (a) shall be
24 the priority date of the Lake Elwell water right held
25 by the Bureau of Reclamation.

1 (3) ADMINISTRATION.—The Tribe shall admin-
2 ister the water allocated under subsection (a) in ac-
3 cordance with the Compact and this Act.

4 (c) ALLOCATION AGREEMENT.—

5 (1) IN GENERAL.—As a condition of receiving
6 an allocation under this section, the Tribe shall
7 enter into an agreement with the Secretary to estab-
8 lish the terms and conditions of the allocation, in ac-
9 cordance with the Compact and this Act.

10 (2) INCLUSIONS.—The agreement under para-
11 graph (1) shall include provisions that—

12 (A) the agreement shall be without limit as
13 to term;

14 (B) the Tribe, and not the United States,
15 shall be entitled to all consideration due to the
16 Tribe under any lease, contract, or agreement
17 entered into by the Tribe pursuant to sub-
18 section (d);

19 (C) the United States shall have no obliga-
20 tion to monitor, administer, or account for—

21 (i) any funds received by the Tribe as
22 consideration under any lease, contract, or
23 agreement entered into by the Tribe pursu-
24 ant to subsection (d); or

25 (ii) the expenditure of such funds;

1 (D) if the capacity or function of Lake
2 Elwell facilities are significantly reduced, or are
3 anticipated to be significantly reduced, for an
4 extended period of time, the Tribe shall have
5 the same storage rights as other storage con-
6 tractors with respect to the allocation under
7 this section;

8 (E) the costs associated with the construc-
9 tion of the storage facilities at Tiber Dam allo-
10 cable to the Tribe shall be nonreimbursable;

11 (F) no water service capital charge shall be
12 due or payable for any water allocated to the
13 Tribe pursuant to this section or the allocation
14 agreement, regardless of whether that water is
15 delivered for use by the Tribe or under a lease,
16 contract, or by agreement entered into by the
17 Tribe pursuant to subsection (d);

18 (G) the Tribe shall not be required to
19 make payments to the United States for any
20 water allocated to the Tribe under this Act or
21 the allocation agreement, except for each acre-
22 foot of stored water leased or transferred for in-
23 dustrial purposes as described in subparagraph
24 (H); and

1 (H) for each acre-foot of stored water
2 leased or transferred by the Tribe for industrial
3 purposes—

4 (i) the Tribe shall pay annually to the
5 United States an amount necessary to
6 cover the proportional share of the annual
7 operation, maintenance, and replacement
8 costs allocable to the quantity of water
9 leased or transferred by the Tribe for in-
10 dustrial purposes; and

11 (ii) the annual payments of the Tribe
12 shall be reviewed and adjusted, as appro-
13 priate, to reflect the actual operation,
14 maintenance, and replacement costs for
15 Tiber Dam.

16 (d) AGREEMENTS BY TRIBE.—The Tribe may use,
17 lease, contract, exchange, or enter into other agreements
18 for use of the water allocated to the Tribe under sub-
19 section (a) if—

20 (1) the use of water that is the subject of such
21 an agreement occurs within the Missouri River
22 Basin; and

23 (2) the agreement does not permanently alien-
24 ate any portion of the water allocated to the Tribe
25 under subsection (a).

1 (e) EFFECTIVE DATE.—The allocation under sub-
2 section (a) takes effect on the enforceability date.

3 (f) NO CARRY-OVER STORAGE.—The allocation
4 under subsection (a) shall not be increased by any year-
5 to-year carryover storage.

6 (g) DEVELOPMENT AND DELIVERY COSTS.—The
7 United States shall not be required to pay the cost of de-
8 veloping or delivering to the Reservation any water allo-
9 cated under this section.

10 **SEC. 10. IRRIGATION ACTIVITIES.**

11 (a) IN GENERAL.—The Secretary, acting through the
12 Commissioner of Reclamation and consistent with sub-
13 section (c), shall carry out the following actions relating
14 to the Blackfeet Irrigation Project:

15 (1) Deferred maintenance.

16 (2) Dam safety improvements for Four Horns
17 Dam.

18 (3) Rehabilitation and enhancement of the Four
19 Horns Feeder Canal, Dam, and Reservoir in accord-
20 ance with the Birch Creek Agreement.

21 (b) LEAD AGENCY.—The Bureau of Reclamation
22 shall serve as the lead agency with respect to any activities
23 carried out under this section.

24 (c) SCOPE OF DEFERRED MAINTENANCE ACTIVITIES
25 AND FOUR HORNS DAM SAFETY IMPROVEMENTS.—The

1 scope of the deferred maintenance activities and Four
2 Horns Dam safety improvements shall be as generally de-
3 scribed in the document entitled “Engineering Evaluation
4 and Condition Assessment, Blackfeet Irrigation Project”,
5 prepared by DOWL HKM, and dated August 2007, and
6 the Four Horns Rehabilitated Dam sections of “Four
7 Horns Dam Enlarged Appraisal Evaluation Design Re-
8 port”, prepared by HKM, and dated April 2007, subject
9 to the condition that, before commencing construction ac-
10 tivities, the Secretary shall—

11 (1) review the design of the proposed rehabilita-
12 tion or improvement;

13 (2) perform value engineering analyses; and

14 (3) perform appropriate Federal environmental
15 compliance activities.

16 (d) SCOPE OF REHABILITATION AND ENHANCEMENT
17 OF FOUR HORNS FEEDER CANAL, DAM, AND RES-
18 ERVOIR.—

19 (1) IN GENERAL.—The scope of the rehabilita-
20 tion and improvements shall be as generally de-
21 scribed in the document entitled “Four Horns Feed-
22 er Canal Rehabilitation with Export”, prepared by
23 DOWL HKM, and dated April 2013, subject to the
24 condition that, before commencing construction ac-
25 tivities, the Secretary shall—

1 (A) review the design of the proposed reha-
2 bilitation or improvement;

3 (B) perform value engineering analyses;
4 and

5 (C) perform appropriate Federal environ-
6 mental compliance activities.

7 (2) INCLUSIONS.—The activities carried out by
8 the Secretary under this subsection shall include—

9 (A) the rehabilitation or improvement of
10 the Four Horns feeder canal system to a capaci-
11 ty of not fewer than 360 cubic feet per second;

12 (B) the rehabilitation or improvement of
13 the outlet works of Four Horns Dam and Res-
14 ervoir to deliver 15,000 acre-feet of water per
15 year, in accordance with subparagraph (C); and

16 (C) construction of facilities to deliver
17 15,000 acre-feet of water per year from Four
18 Horns Dam and Reservoir, to a point on or
19 near Birch Creek to be designated by the Tribe
20 and the State for delivery of water to the water
21 delivery system of the Pondera County Canal
22 and Reservoir Company on Birch Creek, in ac-
23 cordance with the Birch Creek Agreement.

24 (3) NEGOTIATION WITH TRIBE.—On the basis
25 of the review described in paragraph (1)(A), the Sec-

1 retary shall negotiate with the Tribe appropriate
2 changes to the final design of any activity under this
3 subsection to ensure that the final design meets ap-
4 plicable industry standards.

5 (e) FUNDING.—The total amount of obligations in-
6 curred by the Secretary in carrying out this section shall
7 not exceed \$54,900,000, of which—

8 (1) \$40,900,000 shall be allocated to carry out
9 the activities under subsection (c); and

10 (2) \$14,000,000 shall be allocated to carry out
11 the activities under subsection (d)(2).

12 (f) NONREIMBURSABILITY OF COSTS.—All costs in-
13 curred by the Secretary in carrying out this section shall
14 be nonreimbursable.

15 (g) NON-FEDERAL CONTRIBUTION.—No part of the
16 project under subsection (d)(2) shall be commenced until
17 the State has made available \$20,000,000 to carry out the
18 activities under that subsection.

19 (h) ADMINISTRATION.—The Commissioner of Rec-
20 lamation and the Tribe shall negotiate the cost of any
21 oversight activity carried out by the Bureau of Reclama-
22 tion under any agreement entered into under subsection
23 (m), subject to the condition that the total cost for the
24 oversight shall not exceed 4 percent of the total project
25 costs for each project.

1 (i) PROJECT EFFICIENCIES.—If the total cost of
2 planning, design, and construction activities of the
3 projects described in this section results in cost savings
4 and is less than the amounts authorized to be obligated,
5 the Secretary, at the request of the Tribe, may—

6 (1) use those cost savings to carry out the
7 projects described in sections 7(c), 11, or 12; or

8 (2) transfer those cost savings to the Blackfeet
9 OM&R Trust Account.

10 (j) OWNERSHIP BY THE TRIBE.—

11 (1) BLACKFEET IRRIGATION PROJECT.—Not-
12 withstanding any other provision of law, on receipt
13 of a request by the Tribe, the Secretary, at the dis-
14 cretion of the Secretary, may transfer to the Tribe,
15 at no cost, title in and to each facility, asset, and
16 other property of the Blackfeet Irrigation Project.

17 (2) BIRCH CREEK DELIVERY FACILITIES.—Not-
18 withstanding any other provision of law, the Sec-
19 retary shall transfer to the Tribe, at no cost, title in
20 and to the facilities constructed under subsection
21 (d)(2)(C) together with any associated personalty.

22 (k) OWNERSHIP, OPERATION, AND MAINTENANCE.—
23 On transfer of title under subsection (j)(2) to the Tribe
24 of the facilities constructed under subsection (d)(2)(C),
25 the Tribe shall—

1 (1) be responsible for OM&R in accordance with
2 the Birch Creek Agreement; and

3 (2) enter into an agreement with the Bureau of
4 Indian Affairs for the operation of the facilities de-
5 scribed in that subsection.

6 (l) LIABILITY OF UNITED STATES.—The United
7 States shall have no obligations or responsibilities with re-
8 spect the facilities described in subsection (d)(2)(C).

9 (m) APPLICABILITY OF ISDEAA.—At the request of
10 the Tribe and in accordance with the Indian Self-Deter-
11 mination and Education Assistance Act (25 U.S.C. 450
12 et seq.), the Secretary shall enter into 1 or more agree-
13 ments with the Tribe to carry out this section.

14 (n) EFFECT.—Nothing in this section alters applica-
15 ble law (including regulations) under which the Bureau
16 of Indian Affairs collects assessments and carries out
17 Blackfeet Irrigation Project OM&R, or impacts the avail-
18 ability of amounts made available under subsections (a)
19 and (b)(2) of section 15.

20 **SEC. 11. DESIGN AND CONSTRUCTION OF MR&I SYSTEM.**

21 (a) IN GENERAL.—The Secretary, acting through the
22 Commissioner of Reclamation, shall plan, design, and con-
23 struct the water diversion and delivery features of the
24 MR&I System in accordance with 1 or more agreements
25 between the Secretary and the Tribe.

1 (b) LEAD AGENCY.—The Bureau of Reclamation
2 shall serve as the lead agency with respect to any activity
3 to design and construct the water diversion and delivery
4 features of the MR&I System.

5 (c) SCOPE.—

6 (1) IN GENERAL.—The scope of the design and
7 construction under this section shall be as generally
8 described in the document entitled “Blackfeet Re-
9 gional Water System”, prepared by DOWL HKM,
10 dated June 2010, and modified by DOWL HKM in
11 the addendum to the report dated March 2013, sub-
12 ject to the condition that, before commencing final
13 design and construction activities, the Secretary
14 shall—

15 (A) review the design of the proposed reha-
16 bilitation and construction;

17 (B) perform value engineering analyses;
18 and

19 (C) perform appropriate Federal compli-
20 ance activities.

21 (2) NEGOTIATION WITH TRIBE.—On the basis
22 of the review described in paragraph (1)(A), the Sec-
23 retary shall negotiate with the Tribe appropriate
24 changes, if any, to the final design—

1 (A) to ensure that the final design meets
2 applicable industry standards; and

3 (B) to improve the cost-effectiveness of the
4 delivery of MR&I System water.

5 (d) NONREIMBURSABILITY OF COSTS.—All costs in-
6 curred by the Secretary in carrying out this section shall
7 be nonreimbursable.

8 (e) FUNDING.—The total amount of obligations in-
9 curred by the Secretary in carrying out this section shall
10 not exceed \$ 76,200,000.

11 (f) NON-FEDERAL CONTRIBUTION.—

12 (1) CONSULTATION.—Before completion of the
13 final design of the MR&I System required by sub-
14 section (c), the Secretary shall consult with the
15 Tribe, the State, and other affected non-Federal
16 parties to discuss the possibility of receiving non-
17 Federal contributions for the cost of the MR&I Sys-
18 tem.

19 (2) NEGOTIATIONS.—If, based on the extent to
20 which non-Federal parties are expected to use the
21 MR&I System, a non-Federal contribution to the
22 MR&I System is determined by the parties described
23 in paragraph (1) to be appropriate, the Secretary
24 shall initiate negotiations for an agreement regard-

1 ing the means by which such contributions shall be
2 provided.

3 (g) OWNERSHIP BY THE TRIBE.—Title to the MR&I
4 System and all facilities rehabilitated or constructed under
5 this section shall be held by the Tribe.

6 (h) ADMINISTRATION.—The Commissioner of Rec-
7 lamation and the Tribe shall negotiate the cost of any
8 oversight activity carried out by the Bureau of Reclama-
9 tion under any agreement entered into under this section,
10 subject to the condition that the total cost for the over-
11 sight shall not exceed 4 percent of the total costs incurred
12 under this section.

13 (i) OM&R COSTS.—The Federal Government shall
14 have no obligation to pay for the operation, maintenance,
15 or replacement costs for the facilities rehabilitated or con-
16 structed under this section.

17 (j) PROJECT EFFICIENCIES.—If the total cost of
18 planning, design, and construction activities of the
19 projects described in this section results in cost savings
20 and is less than the amounts authorized to be obligated,
21 the Secretary, at the request of the Tribe, may—

22 (1) use those cost savings to carry out projects
23 described in sections 7(c), 10, and 12; or

24 (2) transfer those cost savings to the Blackfeet
25 OM&R Trust Account.

1 (k) APPLICABILITY OF ISDEAA.—At the request of
2 the Tribe, and in accordance with the Indian Self-Deter-
3 mination and Education Assistance Act (25 U.S.C. 450
4 et seq.), the Secretary shall enter into 1 or more agree-
5 ments with the Tribe to carry out this section.

6 (l) EFFECT.—Nothing in this section impacts the
7 availability of the amounts made available under sub-
8 sections (a) and (b)(2) of section 15.

9 **SEC. 12. BLACKFEET WATER, STORAGE, AND DEVELOP-**
10 **MENT PROJECTS.**

11 (a) IN GENERAL.—

12 (1) SCOPE.—The scope of the construction
13 under this section shall be as generally described in
14 the document entitled “Blackfeet Water Storage,
15 Development, and Project Report”, prepared by
16 DOWL HKM, and dated March 2013.

17 (2) MODIFICATION.—The Tribe may modify the
18 scope of construction for the projects described in
19 the document referred to in paragraph (1) if—

20 (A) the modified project is similar to the
21 proposed project and consistent with the pur-
22 poses of this Act; and

23 (B) the modification is approved by the
24 Secretary.

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

4 (c) FUNDING.—The total amount of obligations in-
5 curred by the Secretary in carrying out this section shall
6 not exceed \$178,300,000.

7 (d) OM&R COSTS.—The Federal Government shall
8 have no obligation to pay for the operation, maintenance,
9 or replacement costs for the facilities rehabilitated or con-
10 structed under this section.

11 (e) OWNERSHIP BY THE TRIBE.—Title to any facility
12 constructed under this section shall be held by the Tribe.

13 (f) EFFECT.—Nothing in this section impacts the
14 availability of the amounts made available under sub-
15 sections (a) and (b)(2) of section 15.

16 **SEC. 13. EASEMENTS AND RIGHTS-OF-WAY.**

17 (a) IN GENERAL.—

18 (1) TRIBAL EASEMENTS AND RIGHTS-OF-
19 WAY.—On request of the Secretary, the Tribe shall
20 grant, at no cost to the United States, such ease-
21 ments and rights-of-way over tribal land as are nec-
22 essary for the construction of the projects authorized
23 by sections 10 and 11.

24 (2) JURISDICTION.—The Tribe shall not be di-
25 vested of criminal and civil jurisdiction over any land

1 for which an easement or right-of-way is granted
2 under this subsection.

3 (b) LANDOWNER EASEMENTS AND RIGHTS-OF-
4 WAY.—In partial consideration for the construction activi-
5 ties authorized by this section and as a condition of receiv-
6 ing service from the MR&I System, a landowner shall
7 grant, at no cost to the United States or the Tribe, such
8 easements and rights-of-way over the land of the land-
9 owner as may be necessary for the construction of the
10 MR&I System.

11 (c) LAND ACQUIRED BY THE UNITED STATES OR
12 THE TRIBE.—Land acquired within the Reservation by
13 the United States or the Tribe in connection with the con-
14 struction of the projects authorized by this Act shall be
15 held in trust by the United States for the benefit of the
16 Tribe.

17 **SEC. 14. TRIBAL WATER RIGHTS.**

18 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

19 (1) IN GENERAL.—The Tribal water rights are
20 ratified, confirmed, and declared to be valid.

21 (2) USE.—Use of the Tribal water rights shall
22 be subject to the terms and conditions of the Com-
23 pact and this Act.

1 (3) CONFLICT.—In the event of conflict be-
2 tween the Compact and this Act, the provisions of
3 this Act shall control.

4 (b) INTENT OF CONGRESS.—It is the intent of Con-
5 gress to provide to each allottee benefits that are equiva-
6 lent to, or exceed, the benefits the allottees possess on the
7 day before the date of enactment of this Act, taking into
8 consideration—

9 (1) the potential risks, cost, and time delay as-
10 sociated with litigation that would be resolved by the
11 Compact and this Act;

12 (2) the availability of funding under this Act
13 and from other sources;

14 (3) the availability of water from the Tribal
15 water rights; and

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

19 (c) TRUST STATUS OF TRIBAL WATER RIGHTS.—
20 The Tribal water rights—

21 (1) shall be held in trust by the United States
22 for the use and benefit of the Tribe and allottees in
23 accordance with this Act; and

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

1 (d) ALLOTTEES.—

2 (1) APPLICABILITY OF ACT OF FEBRUARY 8,
3 1887.—The provisions of section 7 of the Act of Feb-
4 ruary 8, 1887 (25 U.S.C. 381), relating to the use
5 of water for irrigation purposes shall apply to the
6 Tribal water rights.

7 (2) ENTITLEMENT TO WATER.—Any entitle-
8 ment to water of an allottee under Federal law shall
9 be satisfied from the Tribal water rights.

10 (3) ALLOCATIONS.—Allottees shall be entitled
11 to a just and equitable allocation of water for irriga-
12 tion purposes.

13 (4) CLAIMS.—

14 (A) EXHAUSTION OF REMEDIES.—Before
15 asserting any claim against the United States
16 under section 7 of the Act of February 8, 1887
17 (25 U.S.C. 381), or any other applicable law,
18 an allottee shall exhaust remedies available
19 under the tribal water code or other applicable
20 tribal law.

21 (B) ACTION FOR RELIEF.—After the ex-
22 haustion of all remedies available under the
23 tribal water code or other applicable tribal law,
24 an allottee may seek relief under section 7 of

1 the Act of February 8, 1887 (25 U.S.C. 381),
2 or other applicable law.

3 (5) AUTHORITY.—The Secretary shall have the
4 authority to protect the rights of allottees in accord-
5 ance with this section.

6 (e) AUTHORITY OF TRIBE.—

7 (1) IN GENERAL.—The Tribe shall have the au-
8 thority to allocate, distribute, and lease the Tribal
9 water rights for any use on the Reservation in ac-
10 cordance with the Compact, this Act, and applicable
11 Federal law.

12 (2) OFF-RESERVATION USE.—The Tribe may
13 allocate, distribute, and lease the Tribal water rights
14 for off-Reservation use in accordance with the Com-
15 pact and on the approval of the Secretary.

16 (f) TRIBAL WATER CODE.—

17 (1) IN GENERAL.—Notwithstanding article
18 IV.C.1. of the Compact, not later than 4 years after
19 the date on which the Tribe ratifies the Compact in
20 accordance with section 4, the Tribe shall enact a
21 tribal water code that provides for—

22 (A) the management, regulation, and gov-
23 ernance of all uses of the Tribal water rights in
24 accordance with the Compact and this Act; and

1 (B) establishment by the Tribe of condi-
2 tions, permit requirements, and other require-
3 ments for the allocation, distribution, or use of
4 the Tribal water rights in accordance with the
5 Compact and this Act.

6 (2) INCLUSIONS.—Subject to the approval of
7 the Secretary, the tribal water code shall provide—

8 (A) that use of water by allottees shall be
9 satisfied with water from the Tribal water
10 rights;

11 (B) a process by which an allottee may re-
12 quest that the Tribe provide water for irrigation
13 use in accordance with this Act, including the
14 provision of water under any allottee lease
15 under section 4 of the Act of June 25, 1910
16 (25 U.S.C. 403);

17 (C) a due process system for the consider-
18 ation and determination by the Tribe of any re-
19 quest by an allottee (or a successor in interest
20 to an allottee) for an allocation of water for ir-
21 rigation purposes on allotted land, including a
22 process for—

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

1 (ii) resolution of any contested admin-
2 istrative decision; and

3 (D) a requirement that any allottee assert-
4 ing a claim relating to the enforcement of rights
5 of the allottee under the tribal water code, or
6 to the quantity of water allocated to land of the
7 allottee, shall exhaust all remedies available to
8 the allottee under tribal law before initiating an
9 action against the United States or petitioning
10 the Secretary pursuant to subsection (d)(4)(B).

11 (3) ACTION BY SECRETARY.—

12 (A) IN GENERAL.—During the period be-
13 ginning on the date of enactment of this Act
14 and ending on the date on which a tribal water
15 code described in paragraphs (1) and (2) is en-
16 acted, the Secretary shall administer, with re-
17 spect to the rights of allottees, the Tribal water
18 rights in accordance with this Act.

19 (B) APPROVAL.—The tribal water code de-
20 scribed in paragraphs (1) and (2) shall not be
21 valid unless—

22 (i) the provisions of the tribal water
23 code required by paragraph (2) are ap-
24 proved by the Secretary; and

1 (ii) each amendment to the tribal
2 water code that affects a right of an allot-
3 tee is approved by the Secretary.

4 (C) APPROVAL PERIOD.—

5 (i) IN GENERAL.—The Secretary shall
6 approve or disapprove the tribal water code
7 or an amendment to the tribal water code
8 not later than 180 days after the date on
9 which the tribal water code or amendment
10 is submitted to the Secretary.

11 (ii) EXTENSION.—The deadline de-
12 scribed in clause (i) may be extended by
13 the Secretary after consultation with the
14 Tribe.

15 (g) ADMINISTRATION.—

16 (1) NO ALIENATION.—The Tribe shall not per-
17 manently alienate any portion of the Tribal water
18 rights.

19 (2) PURCHASES OR GRANTS OF LAND FROM IN-
20 DIANS.—The authorization provided by this Act for
21 the allocation, distribution, leasing, or other ar-
22 rangement entered into pursuant to this Act shall be
23 considered to satisfy any requirement for authoriza-
24 tion of the action by treaty or convention imposed by

1 section 2116 of the Revised Statutes (25 U.S.C.
2 177).

3 (3) PROHIBITION ON FORFEITURE.—The non-
4 use of all or any portion of the Tribal water rights
5 by a lessee or contractor shall not result in the for-
6 feiture, abandonment, relinquishment, or other loss
7 of all or any portion of the Tribal water rights.

8 (h) EFFECT.—Except as otherwise expressly provided
9 in this section, nothing in this Act—

10 (1) authorizes any action by an allottee against
11 any individual or entity, or against the Tribe, under
12 Federal, State, tribal, or local law; or

13 (2) alters or affects the status of any action
14 brought pursuant to section 1491(a) of title 28,
15 United States Code.

16 **SEC. 15. BLACKFEET SETTLEMENT FUND.**

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

1 (b) ACCOUNTS.—The Secretary shall establish in the
2 Fund the following accounts:

3 (1) The Administration and Energy Account.

4 (2) The OM&R Account.

5 (3) The St. Mary Account.

6 (4) The Blackfeet Water, Storage, and Develop-
7 ment Projects Account.

8 (5) The MR&I System Account.

9 (6) The Blackfeet Irrigation Project Deferred
10 Maintenance, Four Horns Dam Safety, and Reha-
11 bilitation and Enhancement of the Four Horns
12 Feeder Canal, Dam, and Reservoir Improvements
13 Account.

14 (7) The St. Mary/Milk Water Management and
15 Activities Fund.

16 (c) TRANSFERS.—The Secretary shall transfer to the
17 Fund—

18 (1) to the Administration and Energy Account,
19 the amount made available pursuant to section
20 16(a)(1);

21 (2) in the OM&R Account, the amount made
22 available pursuant to section 16(a)(2);

23 (3) in the St. Mary Account, the amount made
24 available pursuant to section 16(a)(3);

1 (4) in the Blackfeet Water, Storage, and Devel-
2 opment Projects Account, the amount made avail-
3 able pursuant to section 16(a)(5);

4 (5) for the MR&I System Account, the amount
5 made available pursuant to section 16(a)(4);

6 (6) for the Blackfeet Irrigation Project De-
7 ferred Maintenance, Four Horns Dam Safety, and
8 Rehabilitation and Enhancement of the Four Horns
9 Feeder Canal, Dam, and Reservoir Improvements
10 Account, the amount made available pursuant to
11 section 16(a)(6); and

12 (7) for the St. Mary/Milk Water Management
13 and Activities Fund, the amount made available pur-
14 suant to section 16(a)(7).

15 (d) MANAGEMENT OF SETTLEMENT FUND.—The
16 Secretary shall manage, invest, and distribute all amounts
17 in the Fund in a manner that is consistent with the invest-
18 ment authority of the Secretary under—

19 (1) the first section of the Act of June 24,
20 1938 (25 U.S.C. 162a);

21 (2) the American Indian Trust Fund Manage-
22 ment Reform Act of 1994 (25 U.S.C. 4001 et seq.);
23 and

24 (3) this section.

25 (e) AVAILABILITY OF AMOUNTS.—

1 (1) IN GENERAL.—Amounts appropriated to,
2 and deposited in, the Fund, including any invest-
3 ment earnings, shall be made available to the Tribe
4 by the Secretary beginning on the enforceability
5 date.

6 (2) FUNDING FOR TRIBAL IMPLEMENTATION
7 ACTIVITIES.—Notwithstanding paragraph (1), as
8 soon as practicable after the date on which the Tribe
9 ratifies the Compact, and subject to the availability
10 of appropriations, the Secretary shall make available
11 to the Tribe to carry out this Act \$4,800,000 from
12 the Administration and Energy Account.

13 (f) WITHDRAWALS BY TRIBE.—

14 (1) IN GENERAL.—The Tribe may withdraw all
15 or part of the funds in the Fund, not including the
16 \$3,800,000 made available for the St. Mary River
17 studies under section 7(b), on approval by the Sec-
18 retary of a tribal management plan submitted by the
19 Tribe in accordance with the American Indian Trust
20 Fund Management Reform Act of 1994 (25 U.S.C.
21 4001 et seq.).

22 (2) REQUIREMENTS.—

23 (A) IN GENERAL.—In addition to the re-
24 quirements under the American Indian Trust
25 Fund Management Reform Act of 1994 (25

1 U.S.C. 4001 et seq.), the tribal management
2 plan under paragraph (1) shall require that the
3 Tribe shall spend all amounts withdrawn from
4 the Fund in accordance with this Act.

5 (B) ENFORCEMENT.—The Secretary may
6 carry out such judicial or administrative actions
7 as the Secretary determines to be necessary to
8 enforce the tribal management plan to ensure
9 that amounts withdrawn by the Tribe from the
10 Trust Fund under this subsection are used in
11 accordance with this Act.

12 (g) WITHDRAWALS BY TRIBE PURSUANT TO EX-
13 PENDITURE PLAN.—

14 (1) IN GENERAL.—The Tribe may request that
15 all or part of the funds in the Fund be disbursed
16 from the Fund pursuant to an approved expenditure
17 plan consistent with this Act.

18 (2) REQUIREMENTS.—The expenditure plan
19 under paragraph (1) shall include a description of
20 the manner and purpose for which the amounts pro-
21 posed to be withdrawn from the Fund will be used
22 by the Tribe, in accordance with subsection (h).

23 (3) APPROVAL.—On receipt of an expenditure
24 plan under this subsection, the Secretary shall ap-
25 prove the plan if the Secretary determines that the

1 plan is reasonable and consistent with the purposes
2 of this Act.

3 (4) ENFORCEMENT.—The Secretary may carry
4 out such judicial or administrative actions as the
5 Secretary determines to be necessary to enforce an
6 expenditure plan to ensure that amounts disbursed
7 under this subsection are used in accordance with
8 this Act.

9 (h) USES.—Amounts from the Fund shall be used by
10 the Tribe for the following purposes:

11 (1) The Administration and Energy Account
12 shall be used in accordance with subsection (e)(2)
13 and for administration of the Tribal water rights
14 and energy development projects under this Act and
15 the Compact.

16 (2) The OM&R Account shall be used to assist
17 the Tribe in paying OM&R costs.

18 (3) The St. Mary Account shall be distributed
19 as follows:

20 (A) Subject to subparagraph (B), all inter-
21 est earned on the account shall be distributed
22 to the Tribe annually.

23 (B) If the Tribe withdraws all or a portion
24 of the principal under subsection (f) or (g)—

1 (i) subparagraph (A) shall not apply;

2 and

3 (ii) the Secretary shall distribute the
4 interest earned on the account for that
5 year as the Secretary determines appro-
6 priate.

7 (4) The Blackfoot Water, Storage, and Develop-
8 ment Projects Account shall be used to carry out
9 section 12.

10 (5) The MR&I System Account shall be used to
11 carry out section 11.

12 (6) The Blackfoot Irrigation Project Deferred
13 Maintenance, Four Horns Dam Safety, and Reha-
14 bilitation and Enhancement of the Four Horns
15 Feeder Canal, Dam, and Reservoir Improvements
16 Account shall be used to carry out section 10.

17 (7) The St. Mary/Milk Water Management and
18 Activities Account shall be used to carry out sections
19 5 and 7.

20 (i) NO FEDERAL LIABILITY.—The Secretary and the
21 Secretary of the Treasury shall not be liable for the ex-
22 penditure or investment of any amounts withdrawn from
23 the Fund by the Tribe under subsection (f) or (g).

1 (j) NO PER CAPITA DISTRIBUTIONS.—No portion of
2 the Fund shall be distributed on a per capita basis to any
3 member of the Tribe.

4 (k) TRANSFER OF FUNDS.—On request by the Tribe,
5 the Secretary may transfer amounts from an account de-
6 scribed in paragraph (1), (2), (4), (5), or (7) of subsection
7 (b) to any other account the Secretary determines to be
8 appropriate.

9 **SEC. 16. AUTHORIZATION OF APPROPRIATIONS.**

10 (a) AUTHORIZATION OF APPROPRIATIONS.—Subject
11 to subsection (b), there is authorized to be appropriated
12 to the Secretary—

13 (1) for deposit in the Administration and En-
14 ergy Account, \$28,900,000;

15 (2) for deposit in the OM&R Account,
16 \$27,760,000;

17 (3) for deposit in the St. Mary Account,
18 \$27,800,000;

19 (4) for deposit in the MR&I System Account,
20 \$76,200,000;

21 (5) for deposit in the Blackfeet Water, Storage,
22 and Development Projects Account, \$178,300,000;

23 (6) for deposit in the Blackfeet Irrigation
24 Project Deferred Maintenance, Four Horns Dam
25 Safety, and Rehabilitation and Enhancement of the

1 Four Horns Feeder Canal, Dam, and Reservoir Im-
2 provements Account, \$54,900,000, of which—

3 (A) \$40,900,000 shall be made available
4 for activities and projects under section 10(c);
5 and

6 (B) \$14,000,000 shall be made available
7 for activities and projects under section
8 10(d)(2); and

9 (7) for deposit in the St. Mary/Milk Water
10 Management and Activities Account, \$26,700,000,
11 of which—

12 (A) \$20,700,000 shall be allocated for the
13 Swiftcurrent Creek Bank Stabilization Project;
14 and

15 (B) \$500,000 shall be allocated to carry
16 out section 5.

17 (b) COST INDEXING.—All amounts authorized to be
18 appropriated pursuant to paragraphs (2), (4), (5), (6),
19 and (7) of subsection (a) shall be adjusted as necessary
20 to reflect the changes since April 2010, in the construction
21 costs indices applicable to the construction, maintenance,
22 rehabilitation, or improvement of the projects and activi-
23 ties described in this Act as of the date of completion of
24 the activity, construction, maintenance, rehabilitation, or
25 improvement of the relevant project or activity.

1 **SEC. 17. WATER RIGHTS IN LEWIS AND CLARK NATIONAL**
2 **FOREST AND GLACIER NATIONAL PARK.**

3 The instream flow water rights of the Tribe on land
4 within the Lewis and Clark National Forest and Glacier
5 National Park are confirmed and shall be as set forth in
6 the document entitled “Stipulation to Address Claims by
7 and for the Benefit of the Blackfeet Indian Tribe to Water
8 Rights in the Lewis & Clark National Forest and Glacier
9 National Park” and [dated _____], and as
10 finally decreed by the Montana Water Court, subject to
11 section 18(e).

12 **SEC. 18. WAIVERS AND RELEASES OF CLAIMS.**

13 (a) IN GENERAL.—

14 (1) WAIVERS AND RELEASES OF CLAIMS BY
15 TRIBE AND UNITED STATES ACTING IN ITS CAPACITY
16 AS TRUSTEE FOR TRIBE.—Subject to the retention
17 of rights set forth in subsection (c), as consideration
18 for recognition of the Tribal water rights and other
19 benefits as set forth in the Compact and this Act,
20 the Tribe, on behalf of itself and the members of the
21 Tribe (but not tribal members in their capacities as
22 allottees), and the United States, acting as trustee
23 for the Tribe and the members of the Tribe (but not
24 tribal members in their capacities as allottees), shall
25 execute a waiver and release of all claims for water
26 rights within the State that the Tribe, or the United

1 States acting as trustee for the Tribe, asserted or
2 could have asserted in any proceeding, including a
3 State stream adjudication, on or before the enforce-
4 ability date, except to the extent that such rights are
5 recognized in the Compact and this Act.

6 (2) WAIVER AND RELEASE OF CLAIMS BY THE
7 UNITED STATES ACTING IN ITS CAPACITY AS TRUST-
8 EE FOR ALLOTTEES.—Subject to the retention of
9 claims set forth in subsection (c), as consideration
10 for recognition of the Tribal water rights and other
11 benefits as set forth in the Compact and this Act,
12 the United States, acting as trustee for allottees,
13 may execute a waiver and release of all claims for
14 water rights within the Reservation that the United
15 States, acting as trustee for the allottees, asserted or
16 could have asserted in any proceeding, including a
17 State stream adjudication, prior to and including the
18 enforceability date, except to the extent that such
19 rights are recognized in the Compact and this Act.

20 (3) WAIVER AND RELEASE OF CLAIMS BY THE
21 TRIBE AGAINST UNITED STATES.—Subject to the re-
22 tention of rights set forth in subsection (c), the
23 Tribe, on behalf of itself and the members of the
24 Tribe (but not tribal members in their capacities as
25 allottees), shall execute a waiver and release of—

1 (A) all claims against the United States
2 (including the agencies and employees of the
3 United States) relating to claims for water
4 rights within the State that the United States,
5 acting as trustee for the Tribe, asserted or
6 could have asserted in any proceeding, including
7 a stream adjudication in the State, except to
8 the extent that such rights are recognized as
9 Tribal water rights under this Act;

10 (B) all claims against the United States
11 (including the agencies and employees of the
12 United States) relating to damages, losses, or
13 injuries to water, water rights, land, or natural
14 resources due to loss of water or water rights
15 (including damages, losses, or injuries to hunt-
16 ing, fishing, gathering, or cultural rights due to
17 loss of water or water rights, claims relating to
18 interference with, diversion, or taking of water,
19 or claims relating to failure to protect, acquire,
20 replace, or develop water, water rights, or water
21 infrastructure) within the State that first ac-
22 crued at any time prior to and including the en-
23 forceability date;

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

1 United States) relating to the failure to estab-
2 lish or provide a municipal rural or industrial
3 water delivery system on the Reservation;

4 (D) all claims against the United States
5 (including the agencies and employees of the
6 United States) relating to deferral of mainte-
7 nance for the Blackfeet Irrigation Project or
8 the failure to provide dam safety improvements
9 for Four Horns Reservoir;

10 (E) all claims against the United States
11 (including the agencies and employees of the
12 United States) relating to the litigation of
13 claims relating to the water rights of the Tribe
14 in the State;

15 (F) all claims against the United States
16 (including the agencies and employees of the
17 United States) relating to the negotiation, exe-
18 cution, or the adoption of the Compact (includ-
19 ing exhibits) and this Act;

20 (G) all claims against the United States
21 (including the agencies and employees of the
22 United States) reserved in subsections (b)
23 through (d) of section 6 of the settlement for
24 the case styled Blackfeet Tribe v. United
25 States, No. 02–127L (Fed. Cl. 2012);

1 (H) all claims against the United States
2 (including the agencies and employees of the
3 United States) that first accrued at any time on
4 or before the enforceability date arising from
5 the taking or acquisition of the land of the
6 Tribe or resources for the construction of the
7 features of the St. Mary Unit of the Milk River
8 Project;

9 (I) all claims against the United States
10 (including the agencies and employees of the
11 United States) that first accrued at any time on
12 or before the enforceability date relating to the
13 construction, operation, and maintenance of the
14 St. Mary Unit of the Milk River Project includ-
15 ing Sherburne Dam, St. Mary Diversion Dam,
16 St. Mary Canal and associated infrastructure
17 and the management of flows in Swiftcurrent
18 Creek, including the diversion of Swiftcurrent
19 Creek into Lower St. Mary Lake;

20 (J) all claims against the United States
21 (including the agencies and employees of the
22 United States) that first accrued at any time on
23 or before the enforceability date relating to the
24 construction, operation, and management of

1 Lower Two Medicine Dam and Reservoir and
2 Four Horns Dam and Reservoir; and

3 (K) all claims against the United States
4 (including the agencies and employees of the
5 United States) that first accrued at any time on
6 or before the enforceability date relating to the
7 allocation of waters of the Milk River and St.
8 Mary River (including tributaries) between the
9 United States and Canada pursuant to the
10 International Boundary Waters Treaty of 1909
11 (36 Stat. 2448).

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

15 (c) RESERVATION OF RIGHTS AND RETENTION OF
16 CLAIMS.—Notwithstanding the waivers and releases au-
17 thorized under this Act, the Tribe, on behalf of itself and
18 the members of the Tribe, and the United States, acting
19 as trustee for the Tribe and allottees, retain—

20 (1) all claims for enforcement of the Compact,
21 any final decree, or this Act;

22 (2) all rights to use and protect water rights ac-
23 quired after the date of enactment of this Act;

1 (3) all claims relating to activities affecting the
2 quality of water, including any claims the Tribe may
3 have under—

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

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.) (commonly re-
12 ferred to as the “Clean Water Act”); and

13 (D) any regulations implementing the Acts
14 described in subparagraphs (A), (B), and (C);

15 (4) all claims relating to damages, losses, or in-
16 juries to land or natural resources that are not due
17 to loss of water or water rights (including hunting,
18 fishing, gathering, or cultural rights);

19 (5) all claims to title to land, including title to
20 land as a result of the movement of water bodies;

21 (6) all claims relating to failure to make pro-
22 ductive use of any land created by the movement of
23 water bodies to which the Tribe has claimed title;
24 and

1 (7) all rights, remedies, privileges, immunities,
2 and powers not specifically waived and released pur-
3 suant to this Act or the Compact.

4 (d) EFFECT OF COMPACT AND ACT.—Nothing in the
5 Compact or this Act—

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

10 (A) the Comprehensive Environmental Re-
11 sponse, Compensation, and Liability Act of
12 1980 (42 U.S.C. 9601 et seq.);

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

15 (C) the Federal Water Pollution Control
16 Act (33 U.S.C. 1251 et seq.) (commonly re-
17 ferred to as the “Clean Water Act”); and

18 (D) any regulations implementing the Acts
19 described in subparagraphs (A), (B), and (C);

20 (2) affects the ability of the United States to
21 act as trustee for any other Indian tribe or allottee
22 of any other Indian tribe;

23 (3) confers jurisdiction on any State court—

24 (A) to interpret Federal law regarding
25 health, safety, or the environment;

1 (B) to determine the duties of the United
2 States or other parties pursuant to Federal law
3 regarding health, safety, or the environment; or

4 (C) to conduct judicial review of Federal
5 agency action;

6 (4) waives any claim of a member of the Tribe
7 in an individual capacity that does not derive from
8 a right of the Tribe;

9 (5) revives any claim waived by the Tribe in the
10 case styled Blackfeet Tribe v. United States, No.
11 02–127L (Fed. Cl. 2012); or

12 (6) revives any claim released by an allottee or
13 a tribal member in the settlement for the case styled
14 Cobell v. Salazar, No. 1:96CV01285–JR (D.D.C.
15 2012).

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

19 (1)(A) the Montana Water Court has issued a
20 final judgment and decree approving the Compact;
21 or

22 (B) if the Montana Water Court is found to
23 lack jurisdiction, the United States district court has
24 approved the Compact as a consent decree and the
25 approval is final;

1 (2) all amounts authorized to be appropriated
2 under section 16(a) have been appropriated;

3 (3) the State has appropriated and paid into an
4 interest-bearing escrow account any payments due
5 as of the date of enactment of this Act to the Tribe
6 under the Compact, the Birch Creek Agreement, and
7 this Act;

8 (4) the State has appropriated and deposited
9 into the Birch Creek Mitigation Fund \$14,000,000
10 to mitigate the impacts of the development of the
11 tribal water right described in article III.C.1. of the
12 Compact on the Birch Creek water supplies of the
13 Pondera County Canal and Reservoir Company;

14 (5)(A) the Tribe has ratified the Compact by
15 submitting this Act and the Compact to a vote by
16 the tribal membership for approval or disapproval;
17 and

18 (B) the Tribal membership has voted to ap-
19 prove this Act and the Compact by a majority of
20 votes cast on the day of the vote, as certified by the
21 Secretary and the Tribe;

22 (6) the Secretary has fulfilled the requirements
23 of section 9(a); and

1 (7) the waivers and releases described in sub-
2 section (a) have been executed by the Tribe and the
3 Secretary.

4 (f) TOLLING OF CLAIMS.—

5 (1) IN GENERAL.—Each applicable period of
6 limitation and time-based equitable defense relating
7 to a claim described in this section shall be tolled for
8 the period beginning on the date of enactment of
9 this Act and ending on the date on which the
10 amounts made available to carry out this Act are
11 transferred to the Secretary.

12 (2) EFFECT OF SUBSECTION.—Nothing in this
13 subsection revives any claim or tolls any period of
14 limitation or time-based equitable defense that ex-
15 pired before the date of enactment of this Act.

16 (g) EXPIRATION.—If all appropriations authorized
17 under this Act have not been made available to the Sec-
18 retary by January 21, 2020, the waivers authorized in this
19 section shall expire and be of no further force or effect.

20 (h) VOIDING OF WAIVERS.—If the waivers pursuant
21 to this section are void under subsection (g)—

22 (1) the approval of the United States of the
23 Compact under section 4 shall no longer be effective;

24 (2) any unexpended Federal funds appropriated
25 or made available to carry out the activities author-

1 ized in this Act, together with any interest earned on
2 those funds, and any water rights or contracts to
3 use water and title to other property acquired or
4 constructed with Federal funds appropriated or
5 made available to carry out the activities authorized
6 under this Act shall be returned to the Federal Gov-
7 ernment, unless otherwise agreed to by the Tribe
8 and the United States and approved by Congress;
9 and

10 (3) except for Federal funds used to acquire or
11 develop property that is returned to the Federal
12 Government under paragraph (2), the United States
13 shall be entitled to offset any Federal funds appro-
14 priated or made available to carry out the activities
15 authorized under this Act that were expended or
16 withdrawn, together with any interest accrued,
17 against any claims against the United States relat-
18 ing to water rights in the State asserted by the
19 Tribe or any users of the Tribal water rights or in
20 any future settlement of the water rights of the
21 Tribe or allottees.

22 **SEC. 19. SATISFACTION OF CLAIMS.**

23 (a) TRIBAL CLAIMS.—The benefits realized by the
24 Tribe under this Act shall be in complete replacement of,
25 complete substitution for, and full satisfaction of all claims

1 of the Tribe against the United States that are waived
2 and released pursuant to section 18(a)(1).

3 (b) ALLOTTEE CLAIMS.—The benefits realized by the
4 allottees under this Act shall be in complete replacement
5 of, in complete substitution for, and in full satisfaction
6 of—

7 (1) all claims that are waived and released pur-
8 suant to section 18(a)(2); and

9 (2) any claims of the allottees against the
10 United States that the allottees have or could have
11 asserted that are similar in nature to any claim de-
12 scribed in section 18(a)(2).

13 **SEC. 20. MISCELLANEOUS PROVISIONS.**

14 (a) WAIVER OF SOVEREIGN IMMUNITY.—Except as
15 provided in subsections (a) through (c) of section 208 of
16 the Department of Justice Appropriation Act, 1953 (43
17 U.S.C. 666), nothing in this Act waives the sovereign im-
18 munity of the United States.

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

1 (c) LIMITATION ON CLAIMS FOR REIMBURSEMENT.—
2 With respect to Indian-owned land located within the Res-
3 ervation—

4 (1) the United States shall not submit against
5 such land any claim for reimbursement of the cost
6 to the United States of carrying out this Act or the
7 Compact; and

8 (2) no assessment of such land shall be made
9 regarding that cost.

10 (d) LIMITATION ON LIABILITY OF THE UNITED
11 STATES.—The United States has no obligation—

12 (1) to monitor, administer, or account for, in
13 any manner, any funds provided to the Tribe by any
14 party to the Compact; or

15 (2) to review or approve any expenditure of
16 those funds.

17 (e) EFFECT ON CURRENT LAW.—Nothing in this sec-
18 tion affects any provision of law (including regulations)
19 in effect on the day before the date of enactment of this
20 Act with respect to pre-enforcement review of any Federal
21 environmental enforcement action.

22 (f) EFFECT ON RECLAMATION LAW.—The activities
23 carried out by the Commissioner of Reclamation under
24 this Act shall not establish a precedent or impact the au-

1 thority provided under any other provision of Federal rec-
2 lamation law, including—

3 (1) the Reclamation Rural Water Supply Act of
4 2006 (43 U.S.C. 2401 et seq.); and

5 (2) the Omnibus Public Land Management Act
6 of 2009 (Public Law 111–11; 123 Stat. 991).

7 (g) IRRIGATION EFFICIENCY IN UPPER BIRCH
8 CREEK DRAINAGE.—Any activity carried out by the Tribe
9 in the Upper Birch Creek Drainage (as defined in article
10 II.50 of the Compact) using funds made available to carry
11 out this Act shall achieve an irrigation efficiency of not
12 less than 50 percent.

13 (h) BIRCH CREEK AGREEMENT APPROVAL.—The
14 Birch Creek Agreement entered into between the Tribe
15 and the State on January 31, 2008 (as amended on Feb-
16 ruary 13, 2009) (including any amendments executed in
17 accordance with this Act to make the Agreement con-
18 sistent with this Act), is approved to the extent that the
19 Birch Creek Agreement requires approval under section
20 2116 of the Revised Statutes (25 U.S.C. 177).

21 (i) LIMITATION ON EFFECT.—Nothing in this Act or
22 the Compact establishes or alters the quantity of allocation
23 or apportionment of water between or among States.

1 **SEC. 21. REPEAL ON FAILURE TO MEET ENFORCEABILITY**

2 **DATE.**

3 If the Secretary fails to publish a statement of find-
4 ings under section 18(e) by not later than January 21,
5 2025, or such alternative later date as is agreed to by the
6 Tribe and the Secretary, after reasonable notice to the
7 State, as applicable—

8 (1) this Act is repealed effective on the later
9 of—

10 (A) January 22, 2025; and

11 (B) the day after such alternative later
12 date as is agreed to by the Tribe and the Sec-
13 retary;

14 (2) any action taken by the Secretary and any
15 contract or agreement entered into pursuant to this
16 Act shall be void;

17 (3) any amounts made available under section
18 16 that remain unexpended, shall immediately revert
19 to the general fund of the Treasury;

20 (4) any amounts made available under section
21 16, together with any interest on those amounts,
22 shall immediately revert to the general fund of the
23 Treasury; and

24 (5) the United States shall be entitled to offset
25 against any claims asserted by the Tribe against the
26 United States relating to water rights—

1 (A) any funds expended or withdrawn from
2 the amounts made available pursuant to this
3 Act; and

4 (B) any funds made available to carry out
5 the activities authorized under this Act from
6 other authorized sources.

7 **SEC. 22. ANTIDEFICIENCY.**

8 The United States shall not be liable for any failure
9 to carry out any obligation or activity authorized by this
10 Act (including any obligation or activity under the Com-
11 pact) if—

12 (1) adequate appropriations are not provided
13 expressly by Congress to carry out the purposes of
14 this Act; or

15 (2) there are not enough monies available to
16 carry out the purposes of this Act in the Reclama-
17 tion Water Settlements Fund established under sec-
18 tion 10501(a) of the Omnibus Public Land Manage-
19 ment Act of 2009 (43 U.S.C. 407(a)).

20 **SEC. 23. OFFSETS.**

21 If insufficient funds are appropriated to carry out
22 this Act for a fiscal year, the Secretary may use to carry
23 out this Act such amounts as are necessary from other

- 1 amounts available to the Secretary for that fiscal year that
- 2 are not otherwise obligated.

○