

113TH CONGRESS  
1ST SESSION

# S. 434

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

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IN THE SENATE OF THE UNITED STATES

MARCH 4, 2013

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

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## A BILL

To authorize and implement the water rights compact among the Blackfeet Tribe of the Blackfeet Indian Reservation and the State of Montana, 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 2013”.

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 approve, 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 require the Secretary of the Interior—

13                   (A) to execute the Compact; and

14                   (B) to carry out any other activity nec-  
 15          essary to carry out the Compact in accordance  
 16          with this Act; and

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

19 **SEC. 3. DEFINITIONS.**

20          In this Act:

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

24                   (A) located within the Reservation; and

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

1           (2) AVAILABLE ST. MARY WATER.—The term  
2 “available St. Mary water” means—

3           (A) water from the St. Mary River allo-  
4 cated to the United States under the Inter-  
5 national Boundary Waters Treaty of 1909 be-  
6 tween the United States and Great Britain re-  
7 lating to boundary waters between the United  
8 States and Canada entered into force on May  
9 13, 1910 (36 Stat. 2448), minus the quantity  
10 of water required for the Milk River Project  
11 water right; and

12           (B) water that is—

13           (i) otherwise part of the Milk River  
14 Project water right; and

15           (ii) made available by the United  
16 States to the Tribe without any net reduc-  
17 tion of the legal entitlement to water of  
18 any water user under the jurisdiction of an  
19 entity that is a party to a contract for  
20 water from the Milk River Project water  
21 right, as determined—

22           (I) initially, by the Secretary;

23           and

24           (II) subsequently, by a court of  
25 competent jurisdiction.

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

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

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

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

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

22          (6) COMPACT.—The term “Compact” means—

23           (A) the Blackfeet-Montana water rights  
24 compact dated December 14, 2007, as con-

1           tained in section 85–20–1501 of the Montana  
2           Code Annotated (2011); 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           (7) ENFORCEABILITY DATE.—The term “en-  
7           forceability date” means the date described in sec-  
8           tion 19(e).

9           (8) 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          (9) MILK RIVER BASIN.—The term “Milk River  
17          basin” means the main stem of the Milk River (in-  
18          cluding tributaries), from the headwaters of that  
19          river to the confluence with the Missouri River.

20          (10) MILK RIVER PROJECT.—

21               (A) IN GENERAL.—The term “Milk River  
22          Project” means the Bureau of Reclamation  
23          project conditionally approved by the Secretary  
24          on March 14, 1903, pursuant to the Act of  
25          June 17, 1902 (32 Stat. 388, chapter 1093),

1 commencing at Lake Sherburne Reservoir and  
 2 providing water to a point approximately 6  
 3 miles east of Nashua, Montana.

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

6 (i) the St. Mary storage unit;

7 (ii) the Fresno Dam; and

8 (iii) the Dodson pumping unit.

9 (11) MILK RIVER PROJECT WATER RIGHT.—  
 10 The term “Milk River Project water right” means  
 11 the water right held by the Bureau of Reclamation  
 12 on behalf of the Milk River Project, as finally adju-  
 13 dicated by the Montana Water Court.

14 (12) MILK RIVER WATER RIGHT.—The term  
 15 “Milk River water right” means the Milk River  
 16 water right of the Tribe as established in article  
 17 III.F of the Compact.

18 (13) MISSOURI RIVER BASIN.—The term “Mis-  
 19 souri River basin” means the hydrologic basin of the  
 20 Missouri River (including tributaries).

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

23 (A) the intake, treatment, pumping, stor-  
 24 age, pipelines, appurtenant items, and real  
 25 property, as generally described in the docu-

1           ment entitled “Blackfeet Regional Water Sys-  
2           tem Report”, prepared by DOWL HKM, and  
3           dated June 2010, and updated in the memo-  
4           randum entitled “Blackfeet Regional Water  
5           System Potential Cost Modifications”, prepared  
6           by DOWL HKM, and dated November 3, 2011;  
7           and

8                   (B) the existing public water systems im-  
9           proved under subparagraph (A).

10          (15) OM&R.—The term “OM&R” means—

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

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

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

18          (16) PONDERA COUNTY CANAL AND RESERVOIR  
19          COMPANY PROJECT.—The term “Pondera County  
20          Canal and Reservoir Company Project” means the  
21          project authorized in part by section 4 of the Act of  
22          August 18, 1894 (28 Stat. 422), and lying south of  
23          Birch Creek in Montana Water Court Basin 41M.

1           (17) RESERVATION.—The term “Reservation”  
2 means the Blackfeet Indian Reservation of Montana,  
3 as in existence on the date of enactment of this Act.

4           (18) ST. MARY RIVER WATER RIGHT.—The  
5 term “St. Mary River water right” means the water  
6 right of the Tribe in the St. Mary River as estab-  
7 lished by article III.G.1.a.i. of the Compact and im-  
8 plemented in accordance with article IV.D.4 of the  
9 Compact and this Act.

10          (19) ST. MARY UNIT.—

11           (A) IN GENERAL.—The term “St. Mary  
12 Unit” means the St. Mary Storage Unit of the  
13 Milk River Project authorized by Congress on  
14 March 25, 1905.

15           (B) INCLUSIONS.—The term “St. Mary  
16 Unit” includes—

17                   (i) Sherburne Dam and Reservoir;

18                   (ii) Swift Current Creek Dike;

19                   (iii) Lower St. Mary Lake;

20                   (iv) St. Mary Canal Diversion Dam;

21                   and

22                   (v) St. Mary Canal and appur-  
23 tenances.

24          (20) SECRETARY.—The term “Secretary”  
25 means the Secretary of the Interior.

1           (21) STATE.—The term “State” means the  
2 State of Montana.

3           (22) TRIBAL WATER CODE.—The term “tribal  
4 water code” means the code adopted by the Tribe in  
5 the tribal ordinance numbered 62 (as amended in  
6 accordance with the Compact and this Act).

7           (23) TRIBAL WATER RIGHT.—The term “tribal  
8 water right” means the right of the Tribe to divert,  
9 use, or store water, as established in—

10                   (A) article III of the Compact;

11                   (B) the allocation of water to the Tribe  
12 from Lake Elwell pursuant to section 8; and

13                   (C) any allocation of water to the Tribe  
14 pursuant to this Act in fulfillment of the water  
15 rights of the Tribe.

16           (24) TRIBE.—The term “Tribe” means the  
17 Blackfoot Tribe of the Blackfoot Indian Reservation.

18 **SEC. 4. MILK RIVER WATER RIGHT.**

19           (a) RESOLUTION ALTERNATIVES.—

20                   (1) IN GENERAL.—Not later than 10 years  
21 after the enforceability date, the Tribe shall identify,  
22 and discuss with the Fort Belknap Indian Commu-  
23 nity, alternatives to resolve any conflict between the  
24 Milk River water right and the Milk River water  
25 right of the Fort Belknap Indian Community.

1           (2) ACTION BY SECRETARY.—The Secretary  
2 shall—

3           (A) facilitate discussions between the Tribe  
4 and the Fort Belknap Indian Community under  
5 paragraph (1); and

6           (B) provide technical assistance to the  
7 Tribe and the Fort Belknap Indian Community  
8 to carry out paragraph (1).

9           (3) USES BY TRIBE.—During the 10-year pe-  
10 riod described in paragraph (1), the Tribe may—

11           (A) continue the present and historical  
12 uses of water by the Tribe; and

13           (B) exercise any State water rights in the  
14 Milk River basin possessed or acquired by the  
15 Tribe.

16       (b) SECRETARIAL DETERMINATION.—If the Tribe  
17 and the Fort Belknap Indian Community are unable to  
18 reach an agreement on appropriate alternatives to resolve  
19 any conflicts during the period described in subsection  
20 (a)(1), the Secretary shall identify and implement alter-  
21 natives to resolve any conflict between the Milk River  
22 water right and the Milk River right of the Fort Belknap  
23 Indian Community, subject to the conditions that—

1           (1) the Secretary shall consult with the Tribe  
2           and the Fort Belknap Indian Community in identi-  
3           fying the alternatives; and

4           (2) the Tribe and the Fort Belknap Indian  
5           Community shall agree to the alternatives identified  
6           by the Secretary.

7 **SEC. 5. ST. MARY RIVER WATER RIGHT.**

8           (a) **IN GENERAL.**—Pursuant to article IV.D.4 of the  
9 Compact, the Secretary, acting through the Commissioner  
10 of Reclamation, shall carry out the activities authorized  
11 by this section relating to the St. Mary River water right.

12           (b) **WATER DELIVERY CONTRACT.**—

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

20           (2) **TERMS AND CONDITIONS.**—The contract  
21 under paragraph (1) shall establish the terms and  
22 conditions for the water deliveries described in para-  
23 graph (1) in accordance with the Compact and this  
24 Act.

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

4                   (A) the contract shall be without limit as  
5           to term;

6                   (B) the Tribe, and not the United States,  
7           shall collect, and shall be entitled to, all consid-  
8           eration due to the Tribe under any lease, con-  
9           tract, or agreement entered into by the Tribe  
10          pursuant to subsection (e);

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

13                   (i) any funds received by the Tribe as  
14           consideration under any lease, contract, or  
15           agreement entered into by the Tribe pursu-  
16           ant to subsection (e); or

17                   (ii) the expenditure of such funds;

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

1 (E) the Tribe shall not be required to pay  
2 operation, maintenance, or replacement costs  
3 for the water delivered under this section;

4 (F) deliveries of water under this section  
5 shall be made at such times at which, and to  
6 such places to which, the Bureau of Reclama-  
7 tion can deliver water without additional cost to  
8 the Bureau; and

9 (G)(i) the 5,000 acre-feet per year of water  
10 delivered under this section shall not be subject  
11 to shortage sharing or reduction; and

12 (ii) notwithstanding article IV.D.4 of the  
13 Compact, any reduction in the Milk River  
14 Project water supply caused by the delivery of  
15 water under this section shall not constitute in-  
16 jury to Milk River Project water users.

17 (c) ADDITIONAL WATER.—

18 (1) IN GENERAL.—If the Secretary determines  
19 that there is available St. Mary water, the Secretary  
20 shall enter into a contract with the Tribe for the de-  
21 livery of the available St. Mary water subject to the  
22 requirements described in subsection (b)(3) and this  
23 subsection.

24 (2) REHABILITATION.—Additional water made  
25 available through any rehabilitation of the St. Mary

1 Unit shall be considered to be available St. Mary  
2 water for purposes of this Act and the Compact.

3 (3) ENLARGEMENT.—Additional water made  
4 available through any enlargement of the St. Mary  
5 Canal—

6 (A) shall not be considered to be a part of  
7 the Milk River Project water right; and

8 (B) shall be made available to the Tribe as  
9 part of the St. Mary River water right.

10 (d) TRUST FUND PAYMENTS.—In consideration for  
11 the deferral of the delivery of the quantity in excess of  
12 the 5,000 acre-feet per year of water specified in sub-  
13 section (b)(1), the United States shall pay to the Tribe  
14 \$27,800,000, which shall be invested and managed in ac-  
15 cordance with section 17(d).

16 (e) SUBCONTRACTS.—

17 (1) IN GENERAL.—The Tribe may enter into  
18 any subcontract for the delivery of water under this  
19 section to a third party, in accordance with section  
20 16.

21 (2) COMPLIANCE WITH OTHER LAW.—A sub-  
22 contract described in paragraph (1) shall comply  
23 with the Compact, this Act, and any other applicable  
24 law.

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

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

8           (a) MILK RIVER PROJECT PURPOSES.—

9           (1) IN GENERAL.—Subject to paragraphs (2)  
10          and (3), the purposes of the Milk River Project shall  
11          include—

12                   (A) irrigation;

13                   (B) flood control;

14                   (C) the protection of fish and wildlife;

15                   (D) recreation;

16                   (E) the provision of municipal, rural, and  
17          industrial water supply; and

18                   (F) hydroelectric power generation.

19          (2) LIMITATION.—

20           (A) IN GENERAL.—Except as provided in  
21          subparagraph (B), the Secretary shall not in-  
22          crease any water use by the Milk River Project  
23          as a result of the purposes described in para-  
24          graph (1) beyond the quantity of water use au-  
25          thorized by valid contracts in effect on the date

1 of enactment of this Act, until the St. Mary  
2 River water right is fulfilled.

3 (B) EXCEPTION.—Subparagraph (A) shall  
4 not apply to any contract entered into by the  
5 Secretary and the Tribe under subsection (b) or  
6 (c) of section 5.

7 (3) BENEFICIAL USE BY TRIBE.—In addition to  
8 the purposes described in paragraph (1), use of Milk  
9 River Project facilities to transport water for the  
10 Tribe pursuant to subsections (b), (c), and (e) of  
11 section 5, together with any use by the Tribe of such  
12 water in accordance with the tribal water code—

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

15 (B) shall not change the priority date of  
16 any tribal water right.

17 (b) ST. MARY RIVER FEASIBILITY STUDY.—

18 (1) IN GENERAL.—Subject to paragraph (2),  
19 the Secretary, acting through the Commissioner of  
20 Reclamation, in cooperation with the Tribe and the  
21 State, shall conduct a study—

22 (A) to evaluate the feasibility of alter-  
23 natives for the rehabilitation of the St. Mary  
24 Unit;

1 (B) to identify alternatives to provide addi-  
2 tional St. Mary River water and Milk River  
3 water to the Tribe;

4 (C) to evaluate the feasibility of the devel-  
5 opment of increased storage in Fresno Res-  
6 ervoir;

7 (D) to establish a cost allocation based on  
8 the purposes described in this section; and

9 (E) to develop a plan for the management  
10 and development of water supplies in the St.  
11 Mary River basin and the Milk River basin.

12 (2) CONSULTATION.—Before conducting the  
13 study under this subsection, and regularly during  
14 the course of the study, the Secretary shall consult  
15 with the Tribe, the State, and the Milk River Project  
16 users concerning the identification of alternatives to  
17 make additional water available to the Tribe in ful-  
18 fillment of the St. Mary River water right and the  
19 Milk River water right for delivery through the St.  
20 Mary Unit or from direct flow.

21 (3) SUBMISSION TO CONGRESS.—Not later than  
22 3 years after the date on which funds are made  
23 available to carry out this Act, the Secretary shall  
24 submit to the Committee on Energy and Natural  
25 Resources of the Senate and the Committee on Nat-

1        ural Resources of the House of Representatives a re-  
2        port describing the results of the study under this  
3        subsection.

4            (4) COSTS NONREIMBURSABLE.—The cost of  
5        the study under this subsection shall not be—

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

7            (B) reimbursable in accordance with the  
8        Federal reclamation laws.

9        (c) CONSULTATION WITH TRIBE.—Not later than 1  
10       year after the date of enactment of this Act, and not less  
11       frequently than annually thereafter, the Commissioner of  
12       Reclamation shall consult with the Tribe regarding the  
13       management of the St. Mary Unit by the Bureau of Rec-  
14       lamation.

15       (d) SWIFT CURRENT CREEK BANK STABILIZA-  
16       TION.—

17            (1) IN GENERAL.—As soon as practicable after  
18       the date of enactment of this Act, but not later than  
19       5 years after the enforceability date, the Secretary,  
20       acting through the Commissioner of Reclamation,  
21       shall carry out appropriate activities to implement  
22       the Swift Current Creek Bank stabilization project.

23            (2) SCOPE.—The scope of the activities con-  
24       ducted under this subsection shall be as generally  
25       described in the document entitled “Boulder/

1 Swiftcurrent Creek Stabilization Project, Phase II  
2 Investigations Report”, prepared by DOWL HKM,  
3 and dated January 2012 (as updated or amended by  
4 the phase III report).

5 (e) MILK RIVER PROJECT RIGHTS-OF-WAY AND  
6 EASEMENTS.—As soon as practicable after the date of en-  
7 actment of this Act, but not later than the enforceability  
8 date, the Secretary shall offer to enter into an agreement  
9 with the Tribe to establish a process to resolve any issues  
10 associated with the location and extent of the Federal  
11 rights-of-way, easements, and other property interests in  
12 and to the Milk River Project that are located on land  
13 of the Tribe.

14 (f) FUNDING.—The total amount of obligations in-  
15 curred by the Secretary in carrying out this section shall  
16 not exceed \$25,200,000, including—

17 (1) \$1,700,000 for a right-of-way survey;

18 (2) \$3,800,000 for the St. Mary River feasi-  
19 bility study under subsection (b); and

20 (3) \$19,700,000 for the Swift Current Creek  
21 Bank stabilization project under subsection (d).

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

3 (a) IN GENERAL.—The Tribe shall have the exclusive  
4 right to develop and market hydroelectric power from St.  
5 Mary Unit facilities.

6 (b) BUREAU OF RECLAMATION COOPERATION.—The  
7 Commissioner of Reclamation shall cooperate with the  
8 Tribe in the development of any hydroelectric power gen-  
9 eration project under this section.

10 (c) AGREEMENT.—Before construction of a hydro-  
11 electric power generation project under this section, the  
12 Tribe shall enter into an agreement with the Commis-  
13 sioner of Reclamation that includes provisions requiring  
14 that—

15 (1) the design, construction, and operation of  
16 the project shall be consistent with the Bureau of  
17 Reclamation guidelines and methods for hydro-  
18 electric power development at Bureau facilities, as  
19 appropriate;

20 (2) the hydroelectric power generation project  
21 shall be compatible with the operations of the Milk  
22 River Project, including agreements—

23 (A) regarding operating criteria and emer-  
24 gency procedures; and

25 (B) under which any modification proposed  
26 by the Tribe to a facility owned by the Bureau

1 of Reclamation shall be subject to review and  
2 approval by the Secretary, acting through the  
3 Commissioner of Reclamation;

4 (3) the Tribe shall receive credit for any cost  
5 savings resulting from an activity for rehabilitation  
6 of the St. Mary Canal if the Tribe constructs a hy-  
7 droelectric facility in conjunction with the rehabilita-  
8 tion activity; and

9 (4) beginning on the date that is 10 years after  
10 the date on which the Tribe begins marketing hydro-  
11 electric power generated from the St. Mary Unit, the  
12 Tribe shall make annual payments for operation,  
13 maintenance, and replacement costs attributable to  
14 the direct use of any facilities by the Tribe for hy-  
15 droelectric power generation in amounts determined  
16 in accordance with the guidelines and methods of the  
17 Bureau of Reclamation for assessing operation,  
18 maintenance, and replacement charges.

19 (d) USE OF HYDROELECTRIC POWER BY TRIBE.—  
20 Any hydroelectric power generated in accordance with this  
21 section shall be used or marketed by the Tribe.

22 (e) REVENUES.—The Tribe shall collect and retain  
23 any revenues from the sale of hydroelectric power gen-  
24 erated by a project under this section.

1 (f) LIABILITY OF UNITED STATES.—The United  
2 States shall have no obligation to monitor, administer, or  
3 account for—

4 (1) any revenues received by the Tribe under  
5 this section; or

6 (2) the expenditure of such revenues.

7 **SEC. 8. STORAGE ALLOCATION FROM LAKE ELWELL.**

8 (a) STORAGE ALLOCATION TO TRIBE.—The Sec-  
9 retary shall allocate to the Tribe 56,000 acre-feet per year  
10 of water stored in Lake Elwell for use by the Tribe for  
11 any beneficial purpose on or off the Reservation, under  
12 a water right held by the United States and managed by  
13 the Bureau of Reclamation, as measured at the outlet  
14 works of Tiber Dam or through direct pumping from Lake  
15 Elwell.

16 (b) TREATMENT.—

17 (1) IN GENERAL.—The allocation to the Tribe  
18 under subsection (a) shall be considered to be part  
19 of the tribal water right.

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

24 (3) ADMINISTRATION.—

1 (A) IN GENERAL.—The Tribe shall admin-  
2 ister the water allocated under subsection (a) in  
3 accordance with the Compact and this Act.

4 (B) TEMPORARY TRANSFER.—In accord-  
5 ance with subsection (d), the Tribe may tempo-  
6 rarily transfer by service contract, lease, ex-  
7 change, or other agreement the water allocated  
8 under subsection (a) off the Reservation, sub-  
9 ject to the approval of the Secretary and the re-  
10 quirements of the Compact.

11 (c) ALLOCATION AGREEMENT.—

12 (1) IN GENERAL.—As a condition of receiving  
13 an allocation under this section, the Tribe shall  
14 enter into an agreement with the Secretary to estab-  
15 lish the terms and conditions of the allocation, in ac-  
16 cordance with the Compact and this Act.

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

19 (A) the agreement shall be without limit as  
20 to term;

21 (B) the Tribe, and not the United States,  
22 shall be entitled to all consideration due to the  
23 Tribe under any lease, contract, or agreement  
24 entered into by the Tribe pursuant to sub-  
25 section (d);

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

3 (i) any funds received by the Tribe as  
4 consideration under any lease, contract, or  
5 agreement entered into by the Tribe pursu-  
6 ant to subsection (d); or

7 (ii) the expenditure of such funds;

8 (D) if the capacity or function of Lake  
9 Elwell facilities are significantly reduced, or are  
10 anticipated to be significantly reduced, for an  
11 extended period of time, the Tribe shall have  
12 the same storage rights as other storage con-  
13 tractors with respect to the allocation under  
14 this section;

15 (E) the costs associated with the construc-  
16 tion of the storage facilities at Tiber Dam allo-  
17 cable to the Tribe shall be—

18 (i) nonreimbursable; and

19 (ii) excluded from any repayment obli-  
20 gation of the Tribe;

21 (F) no water service capital charge shall be  
22 due or payable for any water allocated to the  
23 Tribe pursuant to this section or the allocation  
24 agreement, regardless of whether that water is  
25 delivered for use by the Tribe or under a lease,

1 contract, or by agreement entered into by the  
2 Tribe pursuant to subsection (b)(3)(B);

3 (G) the Tribe shall not be required to  
4 make payments to the United States for any  
5 water allocated to the Tribe under this Act or  
6 the allocation agreement, except for each acre-  
7 foot of stored water leased or sold for industrial  
8 purposes as described in subparagraph (H); and

9 (H) for each acre-foot of stored water  
10 leased or sold by the Tribe for industrial pur-  
11 poses—

12 (i) the Tribe shall pay annually to the  
13 United States an amount necessary to  
14 cover the proportional share of the annual  
15 operation, maintenance, and replacement  
16 costs allocable to the quantity of water  
17 leased or sold by the Tribe for industrial  
18 purposes; and

19 (ii) the annual payments of the Tribe  
20 shall be reviewed and adjusted, as appro-  
21 priate, to reflect the actual operation,  
22 maintenance, and replacement costs for  
23 Tiber Dam.

24 (d) AGREEMENTS BY TRIBE.—The Tribe may use,  
25 lease, contract, exchange, or enter into other agreements

1 for use of the water allocated to the Tribe under sub-  
2 section (a) if—

3           (1) the use of water that is the subject of such  
4           an agreement occurs within the Missouri River  
5           basin; and

6           (2) the agreement does not permanently alien-  
7           ate any portion of the water allocated to the Tribe  
8           under subsection (a).

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

11          (f) PROHIBITION ON INCREASE.—The allocation  
12          under subsection (a) shall not be increased by any year-  
13          to-year carryover storage.

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

18 **SEC. 9. BLACKFEET IRRIGATION PROJECT.**

19          (a) IN GENERAL.—Notwithstanding any other provi-  
20          sion of law, and without altering applicable law (including  
21          regulations) under which the Bureau of Indian Affairs col-  
22          lects assessments and carries out Blackfeet Irrigation  
23          Project OM&R (other than the maintenance and improve-  
24          ments carried out under this section), the Secretary, act-  
25          ing through the Commissioner of Reclamation, shall carry

1 out the following responsibilities of the United States re-  
2 lating to the Blackfeet Irrigation Project:

3 (1) Deferred maintenance.

4 (2) Dam safety improvements for Four Horns  
5 Dam.

6 (b) LEAD AGENCY.—The Bureau of Reclamation  
7 shall serve as the lead agency with respect to any activities  
8 under this section.

9 (c) SCOPE.—The scope of the deferred maintenance  
10 activities and Four Horns Dam safety improvements shall  
11 be as generally described in the document entitled “Engi-  
12 neering Evaluation and Condition Assessment, Blackfeet  
13 Irrigation Project”, prepared by DOWL HKM, and dated  
14 August 2007, subject to the condition that, before com-  
15 mencing construction activities, the Secretary shall—

16 (1) review the design of the proposed rehabilita-  
17 tion or improvement; and

18 (2) perform value engineering analyses.

19 (d) FUNDING.—The total amount of obligations in-  
20 curred by the Secretary in carrying out this section shall  
21 not exceed \$37,900,000.

22 **SEC. 10. BIRCH CREEK MITIGATION PROJECT.**

23 (a) IN GENERAL.—The Secretary, acting through the  
24 Commissioner of Reclamation, shall carry out activities to  
25 provide mitigation water for Birch Creek water users from

1 Four Horns Reservoir, in accordance with the Birch Creek  
2 Agreement.

3 (b) LEAD AGENCY.—The Bureau of Reclamation  
4 shall serve as the lead agency with respect to any activities  
5 under this section.

6 (c) SCOPE.—

7 (1) IN GENERAL.—The scope of the rehabilita-  
8 tion and improvements shall be as generally de-  
9 scribed in the document entitled “Four Horns Feed-  
10 er Canal Rehabilitation with Export”, prepared by  
11 DOWL HKM, and dated May 31, 2012, subject to  
12 the condition that, before commencing construction  
13 activities, the Secretary shall—

14 (A) review the design of the proposed reha-  
15 bilitation or improvement; and

16 (B) perform value engineering analyses.

17 (2) INCLUSIONS.—The activities carried out by  
18 the Secretary under this section shall include—

19 (A) the rehabilitation or improvement of  
20 the Four Horns feeder canal system to a capac-  
21 ity of not less than 360 cubic feet per second;

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

1 (C) construction of facilities to deliver  
 2 15,000 acre-feet of water per year from Four  
 3 Horns Dam and Reservoir to a point on Birch  
 4 Creek to be designated by the Tribe and the  
 5 State for delivery of water to the water delivery  
 6 system of the Pondera County Canal and Res-  
 7 ervoir Company Project on Birch Creek, in ac-  
 8 cordance with the Birch Creek Agreement.

9 (3) COSTS.—The costs to construct facilities  
 10 under this subsection—

11 (A) shall not be paid by the United States;  
 12 and

13 (B) shall be nonreimbursable.

14 (4) NEGOTIATION WITH TRIBE.—On the basis  
 15 of the review described in paragraph (1)(A), the Sec-  
 16 retary shall negotiate with the Tribe appropriate  
 17 changes to the final design of any activity under this  
 18 subsection to ensure that the final design meets ap-  
 19 plicable industry standards.

20 (d) FUNDING.—No part of the project under this sec-  
 21 tion shall be commenced until the State has appropriated  
 22 and made available \$34,000,000 to carry out this section.

23 **SEC. 11. BIRCH CREEK MITIGATION FUND.**

24 (a) ESTABLISHMENT.—There is established in the  
 25 Treasury of the United States a fund, to be known as the

1 “Birch Creek Mitigation Fund” (referred to in this section  
2 as the “Fund”), to be used to mitigate the impacts of de-  
3 velopment of the tribal water right described in article  
4 III.C.1. of the Compact on the Birch Creek water supplies  
5 of the Pondera County Canal and Reservoir Company  
6 Project.

7 (b) MANAGEMENT.—The Secretary, acting through  
8 the Commissioner of Reclamation, shall manage the Fund  
9 in accordance with this section.

10 (c) DISBURSEMENT OF FUND.—Amounts from the  
11 Fund may not be disbursed until the expiration of the  
12 Birch Creek Agreement.

13 (d) AUTHORIZATION OF APPROPRIATIONS.—There  
14 are authorized to be appropriated such sums as are nec-  
15 essary to carry out this section.

16 **SEC. 12. DESIGN AND CONSTRUCTION OF MR&I SYSTEM.**

17 (a) IN GENERAL.—The Secretary, acting through the  
18 Commissioner of Reclamation, shall plan, design, and con-  
19 struct the MR&I System in accordance with 1 or more  
20 agreements between the Secretary and the Tribe.

21 (b) LEAD AGENCY.—The Bureau of Reclamation  
22 shall serve as the lead agency with respect to any activity  
23 to design and construct the MR&I System.

24 (c) SCOPE.—

1           (1) IN GENERAL.—The scope of the design and  
2 construction under this section shall be as generally  
3 described in the document entitled “Blackfeet Re-  
4 gional Water System Report”, prepared by DOWL  
5 HKM, and dated June 2010, and updated in a  
6 memorandum entitled “Blackfeet Regional Water  
7 System Potential Cost Modifications”, prepared by  
8 DOWL HKM, and dated November 3, 2011, subject  
9 to the condition that, before commencing final de-  
10 sign and construction activities, the Secretary  
11 shall—

12                   (A) review the design of the proposed  
13 MR&I System; and

14                   (B) perform value engineering analyses  
15 and appropriate Federal compliance activities.

16           (2) NEGOTIATION WITH TRIBE.—On the basis  
17 of the review described in paragraph (1)(A), the Sec-  
18 retary shall negotiate with the Tribe appropriate  
19 changes to the final design—

20                   (A) to ensure that the final design meets  
21 applicable industry standards; and

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

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

4 (e) FUNDING.—The total amount of funding to carry  
5 out this section shall not exceed \$76,200,000.

6 (f) NON-FEDERAL CONTRIBUTION.—

7 (1) IN GENERAL.—Prior to completion of the  
8 final design of the MR&I System required by sub-  
9 section (c), the Secretary shall consult with the  
10 Tribe, the State, and other affected non-Federal  
11 parties to discuss the practicability of receiving non-  
12 Federal contributions for the cost of the MR&I Sys-  
13 tem.

14 (2) NEGOTIATIONS.—If, based on the extent to  
15 which non-Federal parties are expected to use the  
16 MR&I System, a non-Federal contribution to the  
17 MR&I System is determined to be appropriate under  
18 paragraph (1), the Secretary shall initiate negotia-  
19 tions for an agreement regarding the means by  
20 which such contributions shall be provided.

21 **SEC. 13. BLACKFEET WATER, STORAGE, AND DEVELOP-**  
22 **MENT PROJECTS.**

23 (a) IN GENERAL.—The Secretary, acting through the  
24 Commissioner of Reclamation, shall carry out such activi-  
25 ties as are necessary to construct the Blackfeet water,

1 storage, and development projects, in accordance with an  
2 agreement to be negotiated between the Secretary and the  
3 Tribe.

4 (b) LEAD AGENCY.—The Bureau of Reclamation  
5 shall serve as the lead agency with respect to any activity  
6 to rehabilitate or improve the water diversion or delivery  
7 features of the Blackfoot water, storage, and development  
8 projects.

9 (c) SCOPE.—

10 (1) IN GENERAL.—The scope of the construc-  
11 tion under this section shall be as generally de-  
12 scribed in the document entitled “Blackfoot Water  
13 Storage, Development, and Projects Report”, pre-  
14 pared by DOWL HKM, and dated July 16, 2012,  
15 and any modifications or revisions to the report,  
16 subject to the condition that, before commencing  
17 construction activities, the Secretary shall—

18 (A) review the design of the proposed reha-  
19 bilitation or improvement; and

20 (B) perform value engineering analyses.

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 to the projects, including final design—

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

3 (B) to improve the use, management, and  
4 administration of tribal water for irrigation and  
5 other purposes; and

6 (C) to take into consideration the equitable  
7 distribution of water to allottees.

8 (d) NONREIMBURSABILITY OF COSTS.—All costs in-  
9 curred by the Secretary in carrying out this section shall  
10 be nonreimbursable.

11 (e) FUNDING.—The total amount of obligations in-  
12 curred by the Secretary in carrying out this section shall  
13 not exceed \$178,300,000.

14 **SEC. 14. TRIBAL IMPLEMENTATION AGREEMENTS. —**

15 (a) APPLICABILITY OF ISDEAA.—At the request of  
16 the Tribe and in accordance with the Indian Self-Deter-  
17 mination and Education Assistance Act (25 U.S.C. 450  
18 et seq.), the Secretary shall enter into 1 or more agree-  
19 ments with the Tribe to carry out sections 9, 10, 12, and  
20 13.

21 (b) ADMINISTRATION.—The Commissioner of Rec-  
22 lamation and the Tribe shall negotiate the cost of any  
23 oversight activity carried out by the Bureau of Reclama-  
24 tion under any agreement entered into under subsection  
25 (a), subject to the condition that the total cost for the

1 oversight shall not exceed 4 percent of the total project  
2 costs for each project.

3 (c) ACQUISITION OF LAND.—

4 (1) TRIBAL EASEMENTS AND RIGHTS-OF-  
5 WAY.—On request of the Secretary, and in partial  
6 consideration for the funding provided under section  
7 17(k), the Tribe shall consent to the grant of such  
8 easements and rights-of-way over tribal land as are  
9 necessary for the construction of the projects au-  
10 thorized by sections 9, 10, 12, and 13, at no cost  
11 to the United States.

12 (2) LAND ACQUIRED BY UNITED STATES.—  
13 Land acquired by the United States or the Tribe in  
14 connection with the construction of the projects au-  
15 thorized by sections 9, 10, 12, and 13 shall be held  
16 in trust by the United States on behalf of the Tribe  
17 as part of the Reservation.

18 (d) TRANSFER OF TITLE.—

19 (1) IN GENERAL.—Notwithstanding any other  
20 provision of law, the Secretary may transfer to the  
21 Tribe, at no cost, any title held by the United States  
22 in and to each facility, asset, or other property of  
23 each of the projects authorized under sections 9, 10,  
24 12, and 13 in accordance with paragraph (2).

1           (2) CONVEYANCE TO TRIBE.—The Secretary  
2 shall convey to the Tribe title in and to the projects  
3 authorized by sections 9, 10, 12, and 13 not later  
4 than 30 days after the date on which the Secretary  
5 publishes in the Federal Register a statement of  
6 findings that—

7           (A) the Tribe has passed a resolution re-  
8 questing that the Secretary transfer to the  
9 Tribe any title held by the United States in and  
10 to the property or facilities of the projects  
11 under section 9, 10, 11, or 12; and

12           (B) the Secretary has provided to the  
13 Tribe—

14           (i) a report regarding the condition of  
15 the project; and

16           (ii) technical assistance regarding the  
17 operation and maintenance of the projects,  
18 including operation and maintenance train-  
19 ing.

20           (3) OWNERSHIP.—On transfer of title under  
21 paragraph (1), the projects or any portion of the  
22 projects transferred under paragraph (2) shall be  
23 considered to be owned, operated, and managed by  
24 the Tribe.

1 (e) AUTHORITY OF TRIBE.—On transfer of title to  
2 the project or any portion of a project or facility to the  
3 Tribe in accordance with subsection (d), or on assumption  
4 of the operation of the project by the Tribe, the Tribe may  
5 collect—

6 (1) OM&R costs; and

7 (2) any other costs relating to the operation of  
8 the project, as appropriate.

9 (f) OPERATION AND MAINTENANCE OF BLACKFEET  
10 IRRIGATION PROJECT.—On transfer of title to the Black-  
11 feet Irrigation Project pursuant to subsection (d), the  
12 Tribe shall promulgate criteria and procedures, subject to  
13 the approval of the Secretary, under which the Tribe shall  
14 operate and maintain the Blackfeet Irrigation Project, in-  
15 cluding—

16 (1) a due process system for the consideration  
17 and determination of any request by a water user  
18 for an allocation of water that provides protection  
19 not less stringent than the protection available under  
20 Federal law, including a process for—

21 (A) appeal and adjudication of denied or  
22 disputed distributions of water; and

23 (B) resolution of contested administrative  
24 decisions; and

1           (2) a system for establishing operation and  
2 maintenance assessment rates, including a process  
3 for—

4                   (A) appeal and adjudication of operation  
5 and maintenance assessment rates; and

6                   (B) resolution of contested administrative  
7 decisions.

8 (g) LIABILITY.—

9           (1) IN GENERAL.—Effective on the date of the  
10 transfer authorized by subsection (d), the United  
11 States shall not be liable for damages of any kind  
12 arising out of any act, omission, or occurrence relat-  
13 ing to the land, buildings, or facilities transferred  
14 under this subsection, other than damages caused by  
15 acts of negligence committed by the United States  
16 (or an employee or agent of the United States) be-  
17 fore the date of transfer.

18           (2) TORT CLAIMS.—Nothing in this section in-  
19 creases the liability of the United States beyond the  
20 liability provided in chapter 171 of title 28, United  
21 States Code (commonly known as the “Federal Tort  
22 Claims Act”).

23           (3) OM&R OBLIGATION OF FEDERAL GOVERN-  
24 MENT AFTER TRANSFER.—The Federal Government  
25 shall have no obligation to pay for the operation,

1 maintenance, or replacement costs of the projects  
2 authorized by sections 9, 10, 12, and 13 beginning  
3 on the later of—

4 (A) the date on which title to any project  
5 authorized by sections 9, 10, 12, and 13 is  
6 transferred to the Tribe; and

7 (B) the date on which the amounts re-  
8 quired to be deposited in the OM&R Account  
9 pursuant to section 17(k)(2) have been depos-  
10 ited in that account.

11 (h) ALIENATION AND TAXATION.—Transfer of title  
12 to the Tribe pursuant to subsection (d) does not waive  
13 or alter any applicable Federal law prohibiting alienation  
14 or taxation of—

15 (1) the project; or

16 (2) the underlying Reservation land.

17 **SEC. 15. RATIFICATION OF COMPACT.**

18 (a) RATIFICATION.—

19 (1) IN GENERAL.—Except as modified by this  
20 Act, and to the extent that the Compact does not  
21 conflict with this Act, the Compact is authorized,  
22 ratified, and confirmed.

23 (2) AMENDMENTS.—If an amendment is exe-  
24 cuted in accordance with this Act to make the Com-

1 pact consistent with this Act, the amendment is au-  
2 thorized, ratified, and confirmed.

3 (b) EXECUTION.—

4 (1) IN GENERAL.—To the extent that the Com-  
5 pact does not conflict with this Act, the Secretary  
6 shall execute the Compact, including all exhibits to,  
7 or parts of, the Compact requiring the signature of  
8 the Secretary.

9 (2) MODIFICATIONS.—Nothing in this Act pre-  
10 cludes the Secretary from approving any modifica-  
11 tion to an appendix or exhibit to the Compact that  
12 is consistent with this Act, to the extent that the  
13 modification does not otherwise require congress-  
14 sional approval under section 2116 of the Revised  
15 Statutes (25 U.S.C. 177) or any other applicable  
16 provision of Federal law.

17 (c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

1 (C) all other applicable environmental law  
2 and regulations.

3 (2) EFFECT OF EXECUTION.—

4 (A) IN GENERAL.—An activity carried out  
5 by the Secretary to execute the Compact pursu-  
6 ant to this section shall not constitute a major  
7 Federal action for purposes of the National En-  
8 vironmental Policy Act of 1969 (42 U.S.C.  
9 4321 et seq.).

10 (B) COMPLIANCE.—The Secretary shall  
11 carry out all Federal compliance activities nec-  
12 essary to implement the Compact.

13 **SEC. 16. TRIBAL WATER RIGHTS.**

14 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

15 (1) IN GENERAL.—The tribal water rights are  
16 ratified, confirmed, and declared to be valid.

17 (2) USE.—Use of the tribal water rights shall  
18 be subject to the terms and conditions established by  
19 the Compact and this Act.

20 (b) HOLDING IN TRUST.—The tribal water rights—

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

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

1           (c) INTENT OF CONGRESS.—It is the intent of Con-  
2 gress to provide to each allottee benefits that are equiva-  
3 lent to, or exceed, the benefits possessed by allottees on  
4 the day before the date of enactment of this Act, taking  
5 into consideration—

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

9           (2) the availability of funding under this Act  
10 and from other sources;

11           (3) the availability of water from the tribal  
12 water rights; and

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

16           (d) ALLOTTEES.—

17           (1) APPLICABILITY OF ACT OF FEBRUARY 8,  
18 1887.—The provisions of section 7 of the Act of Feb-  
19 ruary 8, 1887 (25 U.S.C. 381), relating to the use  
20 of water for irrigation purposes shall apply to the  
21 tribal water rights.

22           (2) ENTITLEMENT TO WATER.—Any entitle-  
23 ment to water of an allottee under Federal law shall  
24 be satisfied from the tribal water rights.

1           (3) ALLOCATIONS.—Pursuant to the Act of  
2           February 8, 1887 (24 Stat. 390, chapter 119),  
3           allottees shall be entitled to a just and equitable al-  
4           location of water for irrigation purposes.

5           (4) CLAIMS.—

6           (A) EXHAUSTION OF REMEDIES.—Before  
7           asserting any claim against the United States  
8           under section 7 of the Act of February 8, 1887  
9           (25 U.S.C. 381), or any other applicable law,  
10          an allottee shall exhaust remedies available  
11          under the tribal water code or other applicable  
12          tribal law.

13          (B) ACTION FOR RELIEF.—After the ex-  
14          haustion of all remedies available under the  
15          tribal water code or other applicable tribal law,  
16          an allottee may assert a claim against the  
17          United States under section 7 of the Act of  
18          February 8, 1887 (25 U.S.C. 381), or other ap-  
19          plicable law.

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

23          (e) AUTHORITY OF TRIBE.—

1           (1) IN GENERAL.—The Tribe shall have the au-  
2           thority to allocate, distribute, and transfer the tribal  
3           water right in accordance with—

4                   (A) the Compact; and

5                   (B) the tribal water code.

6           (2) LAND LEASES BY ALLOTTEES.—An allottee  
7           may lease any interest in land held by the allottee,  
8           together with any allocation of water under sub-  
9           section (d)(3), subject to the condition that nothing  
10          in this section affects the authority of the Tribe to  
11          require a water permit or to otherwise manage use  
12          of the water under the tribal water code.

13          (f) TRIBAL WATER CODE.—

14           (1) IN GENERAL.—In accordance with article  
15          IV.C.1. of the Compact, the Tribe shall—

16                   (A) amend the tribal water code in accord-  
17                   ance with the Compact and this Act; and

18                   (B) ensure that the amendments provide  
19                   for—

20                           (i) the management, regulation, and  
21                           governance of all uses of the tribal water  
22                           rights in accordance with the Compact and  
23                           this Act, including all uses by allottees (or  
24                           any successor in interest to an allottee);  
25                           and

1                   (ii) establishment by the Tribe of con-  
2                   ditions, permit requirements, and other  
3                   limitations relating to the storage, recov-  
4                   ery, and use of the tribal water rights in  
5                   accordance with the Compact and this Act.

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

9                   (A) tribal allocations of water to allottees  
10                  shall be satisfied with water from the tribal  
11                  water rights;

12                  (B) charges for delivery of water for irriga-  
13                  tion purposes for allottees shall be assessed on  
14                  a just and equitable basis;

15                  (C) there is a process by which an allottee  
16                  may request that the Tribe provide water for ir-  
17                  rigation use in accordance with this Act, includ-  
18                  ing the provision of water under any allottee  
19                  lease;

20                  (D) there is a due process system for the  
21                  consideration and determination by the Tribe of  
22                  any request by an allottee (or a successor in in-  
23                  terest to an allottee) for an allocation of water  
24                  for irrigation purposes on allotted land, includ-  
25                  ing a process for—

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

3 (ii) resolution of any contested admin-  
4 istrative decision; and

5 (E) any allottee with a claim relating to  
6 the enforcement of rights of the allottee under  
7 the tribal water code, or to the quantity of  
8 water allocated to land of the allottee, shall ex-  
9 haust all remedies available to the allottee  
10 under tribal law and the tribal water code be-  
11 fore initiating an action against the United  
12 States or petitioning the Secretary pursuant to  
13 subsection (d)(4)(B).

14 (3) INTERIM PROVISIONS.—

15 (A) IN GENERAL.—Subject to the require-  
16 ments of section 4 and until the date on which  
17 the amendments to the tribal water code are  
18 approved by the Secretary, the tribal water  
19 rights shall be administered by the Tribe pursu-  
20 ant to ordinance numbered 62 of the tribal  
21 water code, to the extent that the ordinance is  
22 not inconsistent and does not conflict with the  
23 Compact or this Act.

24 (B) CONFLICTS.—In the event of an incon-  
25 sistency or conflict described in subparagraph

1 (A), the provisions of the Compact and this Act  
2 shall control.

3 (4) APPROVAL BY SECRETARY.—

4 (A) IN GENERAL.—The tribal water code,  
5 and any amendment to the tribal water code,  
6 shall not be valid unless the tribal water code  
7 or amendment is approved by the Secretary.

8 (B) APPROVAL PERIOD.—The Secretary  
9 shall approve or disapprove the tribal water  
10 code or an amendment to the tribal water code  
11 by not later than 180 days after the date on  
12 which the tribal water code or amendment is  
13 submitted to the Secretary.

14 (g) EFFECT.—Except as otherwise expressly provided  
15 in this section, nothing in this Act—

16 (1) authorizes any action by an allottee against  
17 any individual or entity, or against the Tribe, under  
18 Federal, State, tribal, or local law; or

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

22 **SEC. 17. BLACKFEET SETTLEMENT TRUST FUND.**

23 (a) ESTABLISHMENT.—There is established in the  
24 Treasury of the United States a trust fund, to be known  
25 as the “Blackfeet Settlement Trust Fund” (referred to in

1 this section as the “Trust Fund”), consisting of the  
2 amounts deposited in the Fund under subsection (c), to-  
3 gether with any interest earned on those amounts, to be  
4 managed, invested, and distributed by the Secretary for  
5 the benefit of the Tribe, to remain available until ex-  
6 pended.

7 (b) ACCOUNTS.—The Secretary shall establish in the  
8 Trust Fund the following accounts:

9 (1) The Administration and Energy Account.

10 (2) The OM&R Account.

11 (3) The Water Deferral Account.

12 (4) The MR&I System Account.

13 (5) The Blackfeet Water, Storage, and Develop-  
14 ment Projects Account.

15 (6) The Blackfeet Irrigation Project Deferred  
16 Maintenance and Four Horns Dam Safety Improve-  
17 ments Account.

18 (7) The St. Mary/Milk Water Management and  
19 Activities Account.

20 (c) TRANSFERS.—The Secretary shall transfer to the  
21 Trust Fund—

22 (1) to the Administration and Energy Account,  
23 the amount made available pursuant to subsection  
24 (k)(1);

1           (2) to the OM&R Account, the amount made  
2 available pursuant to subsection (k)(2);

3           (3) to the Water Deferral Account, the amount  
4 made available pursuant to subsection (k)(3);

5           (4) to the MR&I System Account, the amount  
6 made available pursuant to subsection (k)(4);

7           (5) to the Blackfeet Water, Storage, and Devel-  
8 opment Projects Account, the amount made avail-  
9 able pursuant to subsection (k)(5);

10          (6) to the Blackfeet Irrigation Project Deferred  
11 Maintenance and Four Horns Dam Safety Improve-  
12 ments Account, the amount made available pursuant  
13 to subsection (k)(6); and

14          (7) to the St. Mary/Milk Water Management  
15 and Activities Account, the amount made available  
16 pursuant to subsection (k)(7).

17       (d) MANAGEMENT.—The Secretary shall manage, in-  
18 vest, and distribute all amounts in the Trust Fund in a  
19 manner that is consistent with the investment authority  
20 of the Secretary under—

21           (1) the first section of the Act of June 24,  
22 1938 (25 U.S.C. 162a);

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

1           (3) this section.

2           (e) AVAILABILITY OF AMOUNTS.—Amounts appro-  
3 priated to, and deposited in, the Trust Fund, including  
4 any investment earnings, shall be made available to the  
5 Tribe beginning on the enforceability date.

6           (f) WITHDRAWALS BY TRIBE.—

7           (1) IN GENERAL.—The Tribe may withdraw  
8 any portion of the funds in the accounts established  
9 under subsection (b) on approval by the Secretary of  
10 a tribal management plan submitted by the Tribe in  
11 accordance with the American Indian Trust Fund  
12 Management Reform Act of 1994 (25 U.S.C. 4001  
13 et seq.).

14           (2) REQUIREMENTS.—

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

22           (B) ENFORCEMENT.—The Secretary may  
23 carry out such judicial or administrative actions  
24 as the Secretary determines to be necessary to  
25 enforce the tribal management plan to ensure

1           that amounts withdrawn by the Tribe from the  
2           Trust Fund are used in accordance with this  
3           Act.

4           (g) EXPENDITURE PLAN.—

5           (1) IN GENERAL.—The Tribe shall submit to  
6           the Secretary for approval an expenditure plan for  
7           any portion of the Trust Fund that the Tribe elects  
8           to withdraw under this subsection.

9           (2) INCLUSIONS.—An expenditure plan under  
10          paragraph (1)—

11           (A) shall include a description of the man-  
12          ner and purpose for which the amounts pro-  
13          posed to be withdrawn from the Trust Fund  
14          will be used by the Tribe, in accordance with  
15          subsection (h); and

16           (B) may include a description of how any  
17          remaining amounts may be used.

18          (3) APPROVAL.—On receipt of an expenditure  
19          plan under paragraph (1), the Secretary shall ap-  
20          prove the plan, if the Secretary determines that the  
21          plan is consistent with this Act.

22          (h) USES.—Amounts from the Trust Fund shall be  
23          used by the Tribe for the following purposes:

24           (1) The Administration and Energy Account  
25          shall be used for administration of the tribal water

1 right and energy development projects under the  
2 Compact.

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

5 (3) The Water Deferral Account shall be dis-  
6 tributed pursuant to an approved expenditure plan  
7 as follows:

8 (A) The first \$1,000,000 deposited in the  
9 account shall be distributed to the Tribe annu-  
10 ally as compensation for the deferral of the St.  
11 Mary water right.

12 (B) Any additional amounts deposited in  
13 the account may be used by the Tribe to pay  
14 OM&R costs or such other costs as are author-  
15 ized by the Secretary.

16 (4) The MR&I System Account shall be used to  
17 carry out section 12.

18 (5) The Blackfeet Water, Storage, and Develop-  
19 ment Projects Account shall be used to carry out  
20 section 13.

21 (6) The Blackfeet Irrigation Project Deferred  
22 Maintenance and Four Horns Dam Safety Improve-  
23 ments Account shall be used to carry out section 9.

1           (7) The St. Mary/Milk Water Management and  
2           Activities Account shall be used to carry out section  
3           6.

4           (i) LIABILITY.—The Secretary and the Secretary of  
5           the Treasury shall not be liable for the expenditure or in-  
6           vestment of any amounts withdrawn from the Trust Fund  
7           by the Tribe under subsection (f).

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

11          (k) AUTHORIZATION OF APPROPRIATIONS.—Subject  
12          to subsection (l), there is authorized to be appropriated  
13          to the Secretary—

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

16               (2) for deposit in the OM&R Account,  
17               \$25,500,000;

18               (3) for deposit in the Water Deferral Account,  
19               \$27,800,000;

20               (4) for deposit in the MR&I System Account,  
21               \$76,200,000;

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

1           (6) for deposit in the Blackfeet Irrigation  
2           Project Deferred Maintenance and Four Horns Dam  
3           Safety Improvements Account, \$37,900,000; and

4           (7) for deposit in the St. Mary/Milk Water  
5           Management and Activities Account, \$25,200,000.

6           (l) COST INDEXING.—All amounts made available  
7           pursuant to subsection (k) shall be adjusted as necessary  
8           to reflect the changes since April, 2010, in the construc-  
9           tion costs indices applicable to the construction, mainte-  
10          nance, rehabilitation, or improvement of the projects and  
11          activities described in this Act.

12   **SEC. 18. WATER RIGHTS IN LEWIS AND CLARK NATIONAL**  
13                           **FOREST.**

14          As part of the tribal water right, the Tribe shall hold  
15          the rights to water in the Lewis and Clark National For-  
16          est, as described in the document entitled “More Definite  
17          Statement of Claims”, dated November 14, 1997, filed by  
18          the United States on behalf of the Tribe, in the Montana  
19          Water Court in the case styled Matter of the Adjudication  
20          of the Existing and Reserved Rights to the Use of Water,  
21          Both Surface and Underground, of the Blackfeet Tribe  
22          of the Blackfeet Reservation Within the State of Montana,  
23          Civil No. WC91–1.

24   **SEC. 19. WAIVERS AND RELEASES OF CLAIMS.**

25          (a) WAIVERS AND RELEASES.—

1           (1) CLAIMS BY TRIBE AND UNITED STATES AS  
2 TRUSTEE FOR TRIBE.—Subject to the retention of  
3 rights described in subsection (c), in consideration  
4 for recognition of the tribal water rights and other  
5 benefits under the Compact and this Act, the Tribe,  
6 on behalf of itself and the members of the Tribe  
7 (but not tribal members in their capacities as  
8 allottees), and the United States, acting as trustee  
9 for the Tribe and the members of the Tribe (but not  
10 tribal members in their capacities as allottees), shall  
11 execute a waiver and release of all claims for water  
12 rights within the State that the Tribe, or the United  
13 States acting as trustee for the Tribe, asserted or  
14 could have asserted in any proceeding, including a  
15 State stream adjudication, on or before the enforce-  
16 ability date, except to the extent that such rights are  
17 recognized by this Act.

18           (2) CLAIMS BY UNITED STATES AS TRUSTEE  
19 FOR ALLOTTEES.—Subject to the retention of claims  
20 described in subsection (c), in consideration for rec-  
21 ognition of the tribal water rights and other benefits  
22 under the Compact and this Act, the United States,  
23 acting as trustee for the allottees, shall execute a  
24 waiver and release of all claims for water rights  
25 within the Reservation that the United States, act-

1 ing as trustee for the allottees, asserted or could  
2 have asserted in any proceeding, including a State  
3 stream adjudication, on or before the enforceability  
4 date, except to the extent that such rights are recog-  
5 nized by the Compact or this Act.

6 (3) CLAIMS BY TRIBE AGAINST UNITED  
7 STATES.—Subject to the retention of rights de-  
8 scribed in subsection (c), in consideration for rec-  
9 ognition of the tribal water rights and other benefits  
10 under the Compact and this Act, the Tribe, on be-  
11 half of itself and the members of the Tribe (but not  
12 tribal members in their capacities as allottees), shall  
13 execute a waiver and release of—

14 (A) all claims against the United States  
15 (including the agencies and employees of the  
16 United States) relating to claims for water  
17 rights within the State that the United States,  
18 acting as trustee for the Tribe, asserted or  
19 could have asserted in any proceeding, including  
20 a State stream adjudication, except to the ex-  
21 tent that such rights are recognized as a tribal  
22 water right;

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

1 (i) damages, losses, or injuries to  
2 water, water rights, land, or natural re-  
3 sources due to loss of water or water rights  
4 (including damages, losses, or injuries to  
5 hunting, fishing, gathering, or cultural  
6 rights due to loss of water or water rights,  
7 claims relating to interference with, diver-  
8 sion of, or taking of water, and claims re-  
9 lating to failure to protect, acquire, re-  
10 place, or develop water, water rights, or  
11 water infrastructure) within the State that  
12 first accrued at any time on or before the  
13 enforceability date; or

14 (ii) the failure to establish or provide  
15 a municipal rural or industrial water deliv-  
16 ery system on the Reservation;

17 (C) all claims against the United States  
18 (including the agencies and employees of the  
19 United States) relating to the pending litigation  
20 of claims relating to the water rights of the  
21 Tribe in the State;

22 (D) all claims against the United States  
23 (including the agencies and employees of the  
24 United States) relating to the negotiation, exe-

1           cution, or the adoption of the Compact (includ-  
2           ing exhibits) and this Act;

3           (E) 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 arising from  
7           the taking or acquisition of the land of the  
8           Tribe or resources for the construction of the  
9           features of the St. Mary Unit;

10          (F) all claims against the United States  
11          (including the agencies and employees of the  
12          United States) that first accrued at any time on  
13          or before the enforceability date relating to—

14               (i) the construction, operation, or  
15               maintenance of the St. Mary Unit; or

16               (ii) on completion of the Swift Cur-  
17               rent Creek Bank stabilization project, the  
18               management of flows in Swift Current  
19               Creek, including the diversion of Swift  
20               Current Creek into Lower St. Mary's  
21               Lake;

22          (G) all claims against the United States  
23          (including the agencies and employees of the  
24          United States) that first accrued at any time on  
25          or before the enforceability date relating to the

1 construction, operation, or management of  
2 Lower Two Medicine Dam and Reservoir and  
3 Four Horns Dam and Reservoir; and

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

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

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

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

23 (2) all rights to use and protect water rights ac-  
24 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 of the Tribe  
3 under—

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

12          (D) any regulations promulgated pursuant  
13 to an Act described in subparagraph (A), (B),  
14 or (C);

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

19          (5) all rights, remedies, privileges, immunities,  
20 and powers not specifically waived and released pur-  
21 suant to this Act or the Compact;

22          (6) all claims for rights retained under the  
23 agreement dated September 19, 1895, and ratified  
24 on June 10, 1896 (29 Stat. 321, chapter 398), filed  
25 by the United States on behalf of the Tribe in—

1 (A) Glacier National Park, as described in  
2 the document entitled “More Definite State-  
3 ment of Claims”, dated November 14, 1997; or

4 (B) the case styled Matter of the Adjudica-  
5 tion of the Existing and Reserved Rights to the  
6 Use of Water, Both Surface and Underground,  
7 of the Blackfeet Tribe of the Blackfeet Reserva-  
8 tion Within the State of Montana, Civil No.  
9 WC91–1;

10 (7) the water rights of the Tribe, whether adju-  
11 dicated or unadjudicated;

12 (8) the authority of the Tribe to use and pro-  
13 tect such water rights; and

14 (9) any claim for damages for loss of water re-  
15 sources allegedly caused by a failure to establish, ac-  
16 quire, enforce, or protect such water rights.

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

19 (1) affects the ability of the United States to  
20 take actions authorized by law, including any laws  
21 relating to health, safety, or the environment, includ-  
22 ing—

23 (A) the Comprehensive Environmental Re-  
24 sponse, Compensation, and Liability Act of  
25 1980 (42 U.S.C. 9601 et seq.);

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

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

5 (D) any regulations promulgated pursuant  
6 to an Act described in subparagraph (A), (B),  
7 or (C);

8 (2) affects the ability of the United States to  
9 act as trustee for any other Indian tribe or allottee  
10 of any other Indian tribe;

11 (3) confers jurisdiction on any State court—

12 (A) to interpret Federal law relating to  
13 health, safety, or the environment;

14 (B) to determine the duties of the United  
15 States or other parties pursuant to such a Fed-  
16 eral law; or

17 (C) to conduct judicial review of any Fed-  
18 eral agency action;

19 (4) waives any claim of a member of the Tribe  
20 in an individual capacity that does not derive from  
21 a right of the Tribe;

22 (5) revives any claim waived by the Tribe in the  
23 case styled Blackfeet Tribe v. United States, No.  
24 02–127L (Fed. Cl. 2012); or

1           (6) revives any claim released by an allottee or  
2           a member of the Tribe in the settlement for the case  
3           styled *Cobell v. Salazar*, No. 1:96CV01285–JR  
4           (D.D.C. 2012).

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

8           (1)(A) the Montana Water Court has issued a  
9           final judgment and decree approving the Compact;  
10          or

11          (B) if the Montana Water Court is found to  
12          lack jurisdiction, the United States district court of  
13          competent jurisdiction has approved the Compact as  
14          a consent decree, and the approval is final;

15          (2) all amounts authorized to be appropriated  
16          under section 17(k) have been appropriated;

17          (3) the Tribe has executed the agreements with  
18          the Secretary required by sections 5(b), 6(e), 8(e),  
19          and 14(a);

20          (4) the State has appropriated and paid into an  
21          interest-bearing escrow account any payments due  
22          as of the date of enactment of this Act to the Tribe  
23          under the Compact and this Act;

24          (5)(A) the Tribe has ratified the Compact by  
25          submitting this Act and the Compact to a vote by

1 the tribal membership for approval or disapproval;  
2 and

3 (B) the Tribal membership has voted to ap-  
4 prove this Act and the Compact by a majority of  
5 votes cast on the day of the vote, as certified by the  
6 Secretary and the Tribe;

7 (6) the Secretary has fulfilled the requirements  
8 of section 8(a);

9 (7) the Tribe has enacted a tribal water code  
10 pursuant to section 16(f);

11 (8) the waivers and releases described sub-  
12 section (a) have been executed by the Tribe and the  
13 Secretary; and

14 (9) the Secretary has fulfilled the requirements  
15 of section 15(b).

16 (f) TOLLING OF CLAIMS.—

17 (1) IN GENERAL.—Each applicable period of  
18 limitation and time-based equitable defense relating  
19 to a claim described in this section shall be tolled for  
20 the period beginning on the date of enactment of  
21 this Act and ending on the date on which the  
22 amounts made available to carry out this Act are  
23 transferred to the Secretary.

24 (2) EFFECT OF SUBSECTION.—Nothing in this  
25 subsection revives any claim or tolls any period of

1        limitation or time-based equitable defense that ex-  
2        pired before the date of enactment of this Act.

3        (g) EXPIRATION AND TOLLING.—If all appropria-  
4        tions authorized by this Act have not been made available  
5        to the Secretary by January 15, 2018—

6            (1) the waivers and releases described in this  
7        section shall expire and be of no further force or ef-  
8        fect; and

9            (2) all statutes of limitations applicable to any  
10       claim otherwise waived shall be tolled until January  
11       15, 2018.

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

14            (1) the approval of the Compact under section  
15       15 shall no longer be effective;

16            (2) any unexpended Federal funds appropriated  
17       or made available to carry out the activities author-  
18       ized by this Act, together with any interest earned  
19       on those funds, any water rights or contracts to use  
20       water, and any title in and to other property ac-  
21       quired or constructed with Federal funds appro-  
22       priated or made available to carry out the activities  
23       authorized by this Act, shall be returned to the Fed-  
24       eral Government, unless otherwise agreed to by the

1 Tribe and the United States and approved by Con-  
2 gress; and

3 (3) except for Federal funds used to acquire or  
4 develop property that is returned to the Federal  
5 Government under paragraph (2), the United States  
6 shall be entitled to offset any Federal funds appro-  
7 priated or made available to carry out the activities  
8 authorized by this Act that were expended or with-  
9 drawn, together with any interest accrued, against  
10 any claims against the United States relating to  
11 water rights in the State asserted by the Tribe or  
12 in any future settlement of the water rights of the  
13 Tribe.

14 **SEC. 20. SATISFACTION OF CLAIMS.**

15 (a) TRIBAL CLAIMS.—The benefits realized by the  
16 Tribe under this Act shall be in complete replacement of,  
17 complete substitution for, and complete satisfaction of all  
18 claims of the Tribe against the United States under para-  
19 graphs (1) and (3) of section 19(a).

20 (b) ALLOTTEE CLAIMS.—The benefits realized by the  
21 allottees under this Act shall be in complete replacement  
22 of, in complete substitution for, and in complete satisfac-  
23 tion of—

24 (1) all claims waived and released under section  
25 19; and

1           (2) any claims of the allottees against the  
2           United States that the allottees have or could have  
3           asserted that are similar in nature to any claim de-  
4           scribed in section 19.

5 **SEC. 21. MISCELLANEOUS PROVISIONS.**

6           (a) **WAIVER OF SOVEREIGN IMMUNITY.**—Except as  
7           provided in subsections (a) through (c) of section 208 of  
8           the Department of Justice Appropriation Act, 1953 (43  
9           U.S.C. 666), nothing in this Act waives the sovereign im-  
10          munity of the United States.

11          (b) **OTHER TRIBES NOT ADVERSELY AFFECTED.**—  
12          Nothing in this Act quantifies or diminishes any land or  
13          water right, or any claim or entitlement to land or water,  
14          of an Indian tribe, band, or community other than the  
15          Tribe.

16          (c) **LIMITATION ON CLAIMS FOR REIMBURSEMENT.**—  
17          With respect to Indian-owned land located within the Res-  
18          ervation—

19                 (1) the United States shall not submit against  
20                 such land any claim for reimbursement of the cost  
21                 to the United States of carrying out this Act or the  
22                 Compact; and

23                 (2) no assessment of such land shall be made  
24                 regarding that cost.

1 (d) LIMITATION ON LIABILITY OF UNITED  
2 STATES.—The United States has no obligation—

3 (1) to monitor, administer, or account for, in  
4 any manner, any funds provided to the Tribe by any  
5 party to the Compact; or

6 (2) to review or approve any expenditure of  
7 those funds.

8 (e) EFFECT ON CURRENT LAW.—Nothing in this sec-  
9 tion affects any provision of law (including regulations)  
10 in effect on the day before the date of enactment of this  
11 Act with respect to preenforcement review of any Federal  
12 environmental enforcement action.

13 (f) EFFECT ON RECLAMATION LAW.—The activities  
14 carried out by the Commissioner of Reclamation under  
15 this Act shall not establish a precedent or impact the au-  
16 thority provided under any other provision of Federal rec-  
17 lamation law, including—

18 (1) the Reclamation Rural Water Supply Act of  
19 2006 (43 U.S.C. 2401 et seq.); and

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

22 (g) IRRIGATION EFFICIENCY IN UPPER BIRCH  
23 CREEK DRAINAGE.—Any activity carried out by the Tribe  
24 in the Upper Birch Creek Drainage (as defined in article  
25 II.50 of the Compact) using funds made available to carry

1 out this Act shall achieve an irrigation efficiency of not  
 2 less than 50 percent.

3 (h) BIRCH CREEK AGREEMENT APPROVAL.—The  
 4 Birch Creek Agreement entered into between the Tribe  
 5 and the State on January 31, 2008 (including any amend-  
 6 ments executed in accordance with this Act to make the  
 7 Agreement consistent with this Act), is approved to the  
 8 extent that the Birch Creek Agreement requires approval  
 9 under section 2116 of the Revised Statutes (25 U.S.C.  
 10 177).

11 **SEC. 22. REPEAL ON FAILURE TO MEET ENFORCEABILITY**

12 **DATE.**

13 If the Secretary fails to publish a statement of find-  
 14 ings under section 19(e) by not later than January 15,  
 15 2018, or such alternative later date as is agreed to by the  
 16 Tribe and the Secretary, after reasonable notice to the  
 17 State, as applicable—

18 (1) this Act is repealed effective on the later  
 19 of—

20 (A) January 15, 2018; and

21 (B) the day after such alternative later  
 22 date as is agreed to by the Tribe and the Sec-  
 23 retary;

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

4           (3) any amounts made available under section  
5 17(k), together with any interest on those amounts,  
6 shall immediately revert to the general fund of the  
7 Treasury;

8           (4) any amounts made available under section  
9 17(k) that remain unexpended shall immediately re-  
10 vert to the general fund of the Treasury; and

11           (5) the United States shall be entitled to offset  
12 against any claims asserted by the Tribe against the  
13 United States relating to water rights—

14           (A) any funds expended or withdrawn from  
15 the amounts made available pursuant to this  
16 Act; and

17           (B) any funds made available to carry out  
18 the activities authorized by this Act from other  
19 authorized sources.

20 **SEC. 23. ANTIDEFICIENCY.**

21           The United States shall not be liable for any failure  
22 to carry out any obligation or activity authorized by this  
23 Act (including any obligation or activity under the Com-  
24 pact) if adequate appropriations are not provided ex-

1 pressly by Congress to carry out the purposes of this Act  
2 in—

3           (1) the Reclamation Water Settlements Fund  
4           established under section 10501(a) of the Omnibus  
5           Public Land Management Act of 2009 (43 U.S.C.  
6           407(a)); or

7           (2) the Emergency Fund for Indian Safety and  
8           Health established by section 601(a) of the Tom  
9           Lantos and Henry J. Hyde United States Global  
10          Leadership Against HIV/AIDS, Tuberculosis, and  
11          Malaria Reauthorization Act of 2008 (25 U.S.C.  
12          443c(a)).

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