

S. 612

One Hundred Fourteenth Congress of the United States of America

AT THE SECOND SESSION

*Begun and held at the City of Washington on Monday,
the fourth day of January, two thousand and sixteen*

An Act

To provide for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the “Water Infrastructure Improvements for the Nation Act” or the “WIIN Act”.

(b) TABLE OF CONTENTS.—

Sec. 1. Short title; table of contents.

TITLE I—WATER RESOURCES DEVELOPMENT

Sec. 1001. Short title.

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Subtitle A—General Provisions

Sec. 1101. Youth service and conservation corps organizations.

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Sec. 1128. Multistate activities.

Sec. 1129. Planning assistance to States.

Sec. 1130. Regional participation assurance for levee safety activities.

Sec. 1131. Participation of non-Federal interests.

Sec. 1132. Post-authorization change reports.

Sec. 1133. Maintenance dredging data.

Sec. 1134. Electronic submission and tracking of permit applications.

- (iv) any regulations implementing the Acts described in this section;
- (B) affects the ability of the United States to raise defenses based on 43 U.S.C. 666(a); and
- (C) affects any rights, claims, or defenses the United States may have with respect to the use of water on Federal lands in the Settlement Area that are not trust lands or Allotments.

Subtitle G—Blackfeet Water Rights Settlement

SEC. 3701. SHORT TITLE.

This subtitle may be cited as the “Blackfeet Water Rights Settlement Act”.

SEC. 3702. PURPOSES.

The purposes of this subtitle are—

- (1) to achieve a fair, equitable, and final settlement of claims to water rights in the State of Montana for—
 - (A) the Blackfeet Tribe of the Blackfeet Indian Reservation; and
 - (B) the United States, for the benefit of the Tribe and allottees;
- (2) to authorize, ratify, and confirm the water rights compact entered into by the Tribe and the State, to the extent that the Compact is consistent with this subtitle;
- (3) to authorize and direct the Secretary of the Interior—
 - (A) to execute the Compact; and
 - (B) to take any other action necessary to carry out the Compact in accordance with this subtitle; and
- (4) to authorize funds necessary for the implementation of the Compact and this subtitle.

SEC. 3703. DEFINITIONS.

In this subtitle:

- (1) ALLOTTEE.—The term “allottee” means any individual who holds a beneficial real property interest in an allotment of Indian land that is—
 - (A) located within the Reservation; and
 - (B) held in trust by the United States.
- (2) BIRCH CREEK AGREEMENT.—The term “Birch Creek Agreement” means—
 - (A) the agreement between the Tribe and the State regarding Birch Creek water use dated January 31, 2008 (as amended on February 13, 2009); and
 - (B) any amendment or exhibit (including exhibit amendments) to that agreement that is executed in accordance with this subtitle.
- (3) BLACKFEET IRRIGATION PROJECT.—The term “Blackfeet Irrigation Project” means the irrigation project authorized by the matter under the heading “Montana” of title II of the Act of March 1, 1907 (34 Stat. 1035, chapter 2285), and administered by the Bureau of Indian Affairs.
- (4) COMPACT.—The term “Compact” means—

(A) the Blackfeet-Montana water rights compact dated April 15, 2009, as contained in section 85–20–1501 of the Montana Code Annotated (2015); and

(B) any amendment or exhibit (including exhibit amendments) to the Compact that is executed to make the Compact consistent with this subtitle.

(5) ENFORCEABILITY DATE.—The term “enforceability date” means the date described in section 3720(f).

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

(7) MILK RIVER BASIN.—The term “Milk River Basin” means the North Fork, Middle Fork, South Fork, and main stem of the Milk River and tributaries, from the headwaters to the confluence with the Missouri River.

(8) MILK RIVER PROJECT.—

(A) IN GENERAL.—The term “Milk River Project” means the Bureau of Reclamation project conditionally approved by the Secretary on March 14, 1903, pursuant to the Act of June 17, 1902 (32 Stat. 388, chapter 1093), commencing at Lake Sherburne Reservoir and providing water to a point approximately 6 miles east of Nashua, Montana.

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

- (i) the St. Mary Unit;
- (ii) the Fresno Dam and Reservoir; and
- (iii) the Dodson pumping unit.

(9) MILK RIVER PROJECT WATER RIGHTS.—The term “Milk River Project water rights” means the water rights held by the Bureau of Reclamation on behalf of the Milk River Project, as finally adjudicated by the Montana Water Court.

(10) MILK RIVER WATER RIGHT.—The term “Milk River water right” means the portion of the Tribal water rights described in article III.F of the Compact and this subtitle.

(11) MISSOURI RIVER BASIN.—The term “Missouri River Basin” means the hydrologic basin of the Missouri River (including tributaries).

(12) MR&I SYSTEM.—The term “MR&I System” means the intake, treatment, pumping, storage, pipelines, appurtenant items, and any other feature of the system, as generally described in the document entitled “Blackfeet Regional Water System”, prepared by DOWL HKM, and dated June 2010, and modified by DOWL HKM, as set out in the addendum to the report dated March 2013.

(13) OM&R.—The term “OM&R” means—

(A) any recurring or ongoing activity associated with the day-to-day operation of a project;

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

(C) any activity relating to replacing a feature of a project.

(14) RESERVATION.—The term “Reservation” means the Blackfeet Indian Reservation of Montana, as—

- (A) established by the Treaty of October 17, 1855 (11 Stat. 657); and
- (B) modified by—
- (i) the Executive order of July 5, 1873 (relating to the Blackfeet Reserve);
 - (ii) the Act of April 15, 1874 (18 Stat. 28, chapter 96);
 - (iii) the Executive order of August 19, 1874 (relating to the Blackfeet Reserve);
 - (iv) the Executive order of April 13, 1875 (relating to the Blackfeet Reserve);
 - (v) the Executive order of July 13, 1880 (relating to the Blackfeet Reserve);
 - (vi) the Agreement with the Blackfeet, ratified by the Act of May 1, 1888 (25 Stat. 113, chapter 213); and
 - (vii) the Agreement with the Blackfeet, ratified by the Act of June 10, 1896 (29 Stat. 353, chapter 398).
- (15) **ST. MARY RIVER WATER RIGHT.**—The term “St. Mary River water right” means that portion of the Tribal water rights described in article III.G.1.a.i. of the Compact and this subtitle.
- (16) **ST. MARY UNIT.**—
- (A) **IN GENERAL.**—The term “St. Mary Unit” means the St. Mary Storage Unit of the Milk River Project authorized by Congress on March 25, 1905.
 - (B) **INCLUSIONS.**—The term “St. Mary Unit” includes—
 - (i) Sherburne Dam and Reservoir;
 - (ii) Swift Current Creek Dike;
 - (iii) Lower St. Mary Lake;
 - (iv) St. Mary Canal Diversion Dam; and
 - (v) St. Mary Canal and appurtenances.
- (17) **SECRETARY.**—The term “Secretary” means the Secretary of the Interior.
- (18) **STATE.**—The term “State” means the State of Montana.
- (19) **SWIFTCURRENT CREEK BANK STABILIZATION PROJECT.**—The term “Swiftcurrent Creek Bank Stabilization Project” means the project to mitigate the physical and environmental problems associated with the St. Mary Unit from Sherburne Dam to the St. Mary River, as described in the report entitled “Boulder/Swiftcurrent Creek Stabilization Project, Phase II Investigations Report”, prepared by DOWL HKM, and dated March 2012.
- (20) **TRIBAL WATER RIGHTS.**—The term “Tribal water rights” means the water rights of the Tribe described in article III of the Compact and this subtitle, including—
- (A) the Lake Elwell allocation provided to the Tribe under section 3709; and
 - (B) the instream flow water rights described in section 3719.
- (21) **TRIBE.**—The term “Tribe” means the Blackfeet Tribe of the Blackfeet Indian Reservation of Montana.

SEC. 3704. RATIFICATION OF COMPACT.

- (a) **RATIFICATION.**—

(1) IN GENERAL.—As modified by this subtitle, the Compact is authorized, ratified, and confirmed.

(2) AMENDMENTS.—Any amendment to the Compact is authorized, ratified, and confirmed, to the extent that such amendment is executed to make the Compact consistent with this subtitle.

(b) EXECUTION.—

(1) IN GENERAL.—To the extent that the Compact does not conflict with this subtitle, the Secretary shall execute the Compact, including all exhibits to, or parts of, the Compact requiring the signature of the Secretary.

(2) MODIFICATIONS.—Nothing in this subtitle precludes the Secretary from approving any modification to an appendix or exhibit to the Compact that is consistent with this subtitle, to the extent that the modification does not otherwise require congressional approval under section 2116 of the Revised Statutes (25 U.S.C. 177) or any other applicable provision of Federal law.

(c) ENVIRONMENTAL COMPLIANCE.—

(1) IN GENERAL.—In implementing the Compact and this subtitle, the Secretary shall comply with all applicable provisions of—

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

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

(C) all other applicable environmental laws and regulations.

(2) EFFECT OF EXECUTION.—

(A) IN GENERAL.—The execution of the Compact by the Secretary under this section shall not constitute a major Federal action for purposes of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(B) COMPLIANCE.—The Secretary shall carry out all Federal compliance activities necessary to implement the Compact and this subtitle.

SEC. 3705. MILK RIVER WATER RIGHT.

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

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

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

(A) the Tribe has entered into the agreement described in subsection (c); or

(B) the Secretary has established the terms and conditions described in subsection (e).

(b) WATER RIGHTS ARISING UNDER STATE LAW.—With respect to any water rights arising under State law in the Milk River Basin owned or acquired by the Tribe, the Tribe—

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

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

(A) the Tribe has entered into the agreement described in subsection (c); or

(B) the Secretary has established the terms and conditions described in subsection (e).

(c) TRIBAL AGREEMENT.—

(1) IN GENERAL.—In consultation with the Commissioner of Reclamation and the Director of the Bureau of Indian Affairs, the Tribe and the Fort Belknap Indian Community shall enter into an agreement to provide for the exercise of their respective water rights on the respective reservations of the Tribe and the Fort Belknap Indian Community in the Milk River.

(2) CONSIDERATIONS.—The agreement entered into under paragraph (1) shall take into consideration—

- (A) the equal priority dates of the 2 Indian tribes;
- (B) the water supplies of the Milk River; and
- (C) historical, current, and future uses identified by each Indian tribe.

(d) SECRETARIAL DETERMINATION.—

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

(2) APPROVAL.—The Secretary shall approve the agreement if the Secretary finds that the agreement—

- (A) equitably accommodates the interests of each Indian tribe in the Milk River;
- (B) adequately considers the factors described in subsection (c)(2); and
- (C) is otherwise in accordance with applicable law.

(3) DEADLINE EXTENSION.—The deadline to review the agreement described in paragraph (1) may be extended by the Secretary after consultation with the Tribe and the Fort Belknap Indian Community.

(e) SECRETARIAL DECISION.—

(1) IN GENERAL.—If the Tribe and the Fort Belknap Indian Community do not, by 3 years after the Secretary certifies under section 3720(f)(5) that the Tribal membership has approved the Compact and this subtitle, enter into an agreement approved under subsection d(2), the Secretary, in the Secretary's sole discretion, shall establish, after consultation with the Tribe and the Fort Belknap Indian Community, terms and conditions that reflect the considerations described in subsection (c)(2) by which the respective water rights of the Tribe and the Fort Belknap Indian Community in the Milk River may be exercised.

(2) CONSIDERATION AS FINAL AGENCY ACTION.—The establishment by the Secretary of terms and conditions under paragraph (1) shall be considered to be a final agency action for purposes of review under chapter 7 of title 5, United States Code.

(3) JUDICIAL REVIEW.—An action for judicial review pursuant to this section shall be brought by not later than the date that is 1 year after the date of notification of the establishment of the terms and conditions under this subsection.

(4) INCORPORATION INTO DECREES.—The agreement under subsection (c), or the decision of the Secretary under this subsection, shall be filed with the Montana Water Court, or the district court with jurisdiction, for incorporation into the final decrees of the Tribe and the Fort Belknap Indian Community.

(5) EFFECTIVE DATE.—The agreement under subsection (c) and a decision of the Secretary under this subsection—

(A) shall be effective immediately; and

(B) may not be modified absent—

(i) the approval of the Secretary; and

(ii) the consent of the Tribe and the Fort Belknap Indian Community.

(f) USE OF FUNDS.—The Secretary shall distribute equally the funds made available under section 3718(a)(2)(C)(ii) to the Tribe and the Fort Belknap Indian Community to use to reach an agreement under this section, including for technical analyses and legal and other related efforts.

SEC. 3706. WATER DELIVERY THROUGH MILK RIVER PROJECT.

(a) IN GENERAL.—Subject to the availability of appropriations, the Secretary, acting through the Commissioner of Reclamation, shall carry out the activities authorized under this section with respect to the St. Mary River water right.

(b) TREATMENT.—Notwithstanding article IV.D.4 of the Compact, any responsibility of the United States with respect to the St. Mary River water right shall be limited to, and fulfilled pursuant to—

(1) subsection (c) of this section; and

(2) subsection (b)(3) of section 3716 and subsection (a)(1)(C) of section 3718.

(c) WATER DELIVERY CONTRACT.—

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

(2) TERMS AND CONDITIONS.—The contract under paragraph (1) shall establish the terms and conditions for the water deliveries described in paragraph (1) in accordance with the Compact and this subtitle.

(3) REQUIREMENTS.—The water delivery contract under paragraph (1) shall include provisions requiring that—

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

(B) the Tribe, and not the United States, shall collect, and shall be entitled to, all consideration due to the Tribe under any lease, contract, or agreement entered into by the Tribe pursuant to subsection (f);

(C) the United States shall have no obligation to monitor, administer, or account for—

(i) any funds received by the Tribe as consideration under any lease, contract, or agreement entered into by the Tribe pursuant to subsection (f); or

(ii) the expenditure of such funds;

(D) if water deliveries under the contract are interrupted for an extended period of time because of damage to, or a reduction in the capacity of, St. Mary Unit facilities, the rights of the Tribe shall be treated in the same manner as the rights of other contractors receiving water deliveries through the Milk River Project with respect to the water delivered under this section;

(E) deliveries of water under this section shall be—

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

(ii) consistent with operations of the Milk River Project and without additional costs to the Bureau of Reclamation, including OM&R costs; and

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

(F) the Tribe shall be required to pay OM&R for water delivered under this section.

(d) SHORTAGE SHARING OR REDUCTION.—

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

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

(e) SUBSEQUENT CONTRACTS.—

(1) IN GENERAL.—As part of the studies authorized by section 3707(c)(1), the Secretary, acting through the Commissioner of Reclamation, and in cooperation with the Tribe, shall identify alternatives to provide to the Tribe water from the St. Mary River water right in quantities greater than the 5,000 acre-feet per year of water described in subsection (c)(3)(E)(i).

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

(3) TREATMENT.—Any delivery of water under this subsection shall be subject to reduction in the same manner as for Milk River Project contract holders.

(f) SUBCONTRACTS.—

(1) IN GENERAL.—The Tribe may enter into any subcontract for the delivery of water under this section to a third party, in accordance with section 3715(e).

(2) COMPLIANCE WITH OTHER LAW.—All subcontracts described in paragraph (1) shall comply with—

- (A) this subtitle;
- (B) the Compact;
- (C) the tribal water code; and
- (D) other applicable law.

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

(g) EFFECT OF PROVISIONS.—Nothing in this section—

(1) precludes the Tribe from taking the water described in subsection (c)(3)(E)(i), or any additional water provided under subsection (e), from the direct flow of the St. Mary River; or

(2) modifies the quantity of the Tribal water rights described in article III.G.1. of the Compact.

(h) OTHER RIGHTS.—Notwithstanding the requirements of article III.G.1.d of the Compact, after satisfaction of all water rights under State law for use of St. Mary River water, including the Milk River Project water rights, the Tribe shall have the right to the remaining portion of the share of the United States in the St. Mary River under the International Boundary Waters Treaty of 1909 (36 Stat. 2448) for any tribally authorized use or need consistent with this subtitle.

SEC. 3707. BUREAU OF RECLAMATION ACTIVITIES TO IMPROVE WATER MANAGEMENT.

(a) MILK RIVER PROJECT PURPOSES.—The purposes of the Milk River Project shall include—

- (1) irrigation;
- (2) flood control;
- (3) the protection of fish and wildlife;
- (4) recreation;
- (5) the provision of municipal, rural, and industrial water supply; and
- (6) hydroelectric power generation.

(b) USE OF MILK RIVER PROJECT FACILITIES FOR THE BENEFIT OF TRIBE.—The use of Milk River Project facilities to transport water for the Tribe pursuant to subsections (c) and (e) of section 3706, together with any use by the Tribe of that water in accordance with this subtitle—

- (1) shall be considered to be an authorized purpose of the Milk River Project; and
- (2) shall not change the priority date of any Tribal water rights.

(c) ST. MARY RIVER STUDIES.—

(1) IN GENERAL.—Subject to the availability of appropriations, the Secretary, in cooperation with the Tribe and the State, shall conduct—

- (A) an appraisal study—
 - (i) to develop a plan for the management and development of water supplies in the St. Mary River Basin and Milk River Basin, including the St. Mary River and Milk River water supplies for the Tribe and the Milk River water supplies for the Fort Belknap Indian Community; and
 - (ii) to identify alternatives to develop additional water of the St. Mary River for the Tribe; and

(B) a feasibility study—

- (i) using the information resulting from the appraisal study conducted under subparagraph (A) and such other information as is relevant, to evaluate the feasibility of—

(I) alternatives for the rehabilitation of the St. Mary Diversion Dam and Canal; and

(II) increased storage in Fresno Dam and Reservoir; and

(ii) to create a cost allocation study that is based on the authorized purposes described in subsections (a) and (b).

(2) COOPERATIVE AGREEMENT.—On request of the Tribe, the Secretary shall enter into a cooperative agreement with the Tribe with respect to the portion of the appraisal study described in paragraph (1)(A).

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

(A) considered to be a cost of the Milk River Project;

or

(B) reimbursable in accordance with the reclamation laws.

(d) SWIFTCURRENT CREEK BANK STABILIZATION.—

(1) IN GENERAL.—Subject to the availability of appropriations, the Secretary, acting through the Commissioner of Reclamation, shall carry out appropriate activities concerning the Swiftcurrent Creek Bank Stabilization Project, including—

(A) a review of the final project design; and

(B) value engineering analyses.

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

(A) to ensure compliance with applicable industry standards;

(B) to improve the cost-effectiveness of the Swiftcurrent Creek Bank Stabilization Project; and

(C) to ensure that the Swiftcurrent Creek Bank Stabilization Project may be constructed using only the amounts made available under section 3718.

(3) APPLICABILITY OF ISDEAA.—At the request of the Tribe, and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.), the Secretary shall enter into 1 or more agreements with the Tribe to carry out the Swiftcurrent Bank Stabilization Project.

(e) ADMINISTRATION.—The Commissioner of Reclamation and the Tribe shall negotiate the cost of any oversight activity carried out by the Bureau of Reclamation under any agreement entered into under this section, subject to the condition that the total cost for the oversight shall not exceed 4 percent of the total costs incurred under this section.

(f) MILK RIVER PROJECT RIGHTS-OF-WAY AND EASEMENTS.—

(1) IN GENERAL.—Subject to paragraphs (2) and (3), the Tribe shall grant the United States a right-of-way on Reservation land owned by the Tribe for all uses by the Milk River Project (permissive or otherwise) in existence as of December 31, 2015, including all facilities, flowage easements, and access easements necessary for the operation and maintenance of the Milk River Project.

(2) AGREEMENT REGARDING EXISTING USES.—The Tribe and the Secretary shall enter into an agreement for a process to determine the location, nature, and extent of the existing uses referenced in this subsection. The agreement shall require that—

(A) a panel of three individuals determine the location, nature, and extent of existing uses necessary for the operation and maintenance of the Milk River Project (the “Panel

Determination”), with the Tribe appointing one representative of the Tribe, the Secretary appointing one representative of the Secretary, and those two representatives jointly appointing a third individual;

(B) if the Panel Determination is unanimous, the Tribe grant a right-of-way to the United States for the existing uses identified in the Panel Determination in accordance with applicable law without additional compensation;

(C) if the Panel Determination is not unanimous—

(i) the Secretary adopt the Panel Determination with any amendments the Secretary reasonably determines necessary to correct any clear error (the “Interior Determination”), provided that if any portion of the Panel Determination is unanimous, the Secretary will not amend that portion; and

(ii) the Tribe grant a right-of-way to the United States for the existing uses identified in the Interior Determination in accordance with applicable law without additional compensation, with the agreement providing for the timing of the grant to take into consideration the possibility of review under paragraph (5).

(3) EFFECT.—Determinations made under this subsection—

(A) do not address title as between the United States and the Tribe; and

(B) do not apply to any new use of Reservation land by the United States for the Milk River Project after December 31, 2015.

(4) INTERIOR DETERMINATION AS FINAL AGENCY ACTION.—

Any determination by the Secretary under paragraph (2)(C) shall be considered to be a final agency action for purposes of review under chapter 7 of title 5, United States Code.

(5) JUDICIAL REVIEW.—An action for judicial review pursuant to this section shall be brought by not later than the date that is 1 year after the date of notification of the Interior Determination.

(g) FUNDING.—The total amount of obligations incurred by the Secretary, prior to any adjustment provided for in section 3718, shall not exceed—

- (1) \$3,800,000 to carry out subsection (c);
- (2) \$20,700,000 to carry out subsection (d); and
- (3) \$3,100,000 to carry out subsection (f).

SEC. 3708. ST. MARY CANAL HYDROELECTRIC POWER GENERATION.

(a) BUREAU OF RECLAMATION JURISDICTION.—Effective beginning on the date of enactment of this Act, the Commissioner of Reclamation shall have exclusive jurisdiction to authorize the development of hydropower on the St. Mary Unit.

(b) RIGHTS OF TRIBE.—

(1) EXCLUSIVE RIGHT OF TRIBE.—Subject to paragraph (2) and notwithstanding any other provision of law, the Tribe shall have the exclusive right to develop and market hydroelectric power of the St. Mary Unit.

(2) LIMITATIONS.—The exclusive right described in paragraph (1)—

(A) shall expire on the date that is 15 years after the date of enactment of an Act appropriating funds for rehabilitation of the St. Mary Unit; but

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

(3) OM&R COSTS.—Effective beginning on the date that is 10 years after the date on which the Tribe begins marketing hydroelectric power generated from the St. Mary Unit to any third party, the Tribe shall make annual payments for OM&R costs attributable to the direct use of any facilities by the Tribe for hydroelectric power generation, in amounts determined in accordance with the guidelines and methods of the Bureau of Reclamation for assessing OM&R charges.

(c) BUREAU OF RECLAMATION COOPERATION.—The Commissioner of Reclamation shall cooperate with the Tribe in the development of any hydroelectric power generation project under this section.

(d) AGREEMENT.—Before construction of a hydroelectric power generation project under this section, the Tribe shall enter into an agreement with the Commissioner of Reclamation that includes provisions—

(1) requiring that—

(A) the design, construction, and operation of the project shall be consistent with the Bureau of Reclamation guidelines and methods for hydroelectric power development at Bureau facilities, as appropriate; and

(B) the hydroelectric power generation project will not impair the efficiencies of the Milk River Project for authorized purposes;

(2) regarding construction and operating criteria and emergency procedures; and

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

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

(f) REVENUES.—The Tribe shall collect and retain any revenues from the sale of hydroelectric power generated by a project under this section.

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

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

or

(2) the expenditure of those revenues.

(h) PREFERENCE.—During any period for which the exclusive right of the Tribe described in subsection (b)(1) is not in effect, the Tribe shall have a preference to develop hydropower on the St. Mary Unit facilities, in accordance with Bureau of Reclamation guidelines and methods for hydroelectric power development at Bureau facilities.

SEC. 3709. STORAGE ALLOCATION FROM LAKE ELWELL.

(a)(1) STORAGE ALLOCATION TO TRIBE.—The Secretary shall allocate to the Tribe 45,000 acre-feet per year of water stored in Lake Elwell for use by the Tribe for any beneficial purpose on or off the Reservation, under a water right held by the United States and managed by the Bureau of Reclamation, as measured

at the outlet works of Tiber Dam or through direct pumping from Lake Elwell.

(2) REDUCTION.—Up to 10,000 acre-feet per year of water allocated to the Tribe pursuant to paragraph (1) will be subject to an acre-foot for acre-foot reduction if depletions from the Tribal water rights above Lake Elwell exceed 88,000 acre-feet per year of water because of New Development (as defined in article II.37 of the Compact).

(b) TREATMENT.—

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

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

(3) ADMINISTRATION.—The Tribe shall administer the water allocated under subsection (a) in accordance with the Compact and this subtitle.

(c) ALLOCATION AGREEMENT.—

(1) IN GENERAL.—As a condition of receiving an allocation under this section, the Tribe shall enter into an agreement with the Secretary to establish the terms and conditions of the allocation, in accordance with the Compact and this subtitle.

(2) INCLUSIONS.—The agreement under paragraph (1) shall include provisions establishing that—

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

(B) the Tribe, and not the United States, shall be entitled to all consideration due to the Tribe under any lease, contract, or agreement entered into by the Tribe pursuant to subsection (d);

(C) the United States shall have no obligation to monitor, administer, or account for—

(i) any funds received by the Tribe as consideration under any lease, contract, or agreement entered into by the Tribe pursuant to subsection (d); or

(ii) the expenditure of those funds;

(D) if the capacity or function of Lake Elwell facilities are significantly reduced, or are anticipated to be significantly reduced, for an extended period of time, the Tribe shall have the same rights as other storage contractors with respect to the allocation under this section;

(E) the costs associated with the construction of the storage facilities at Tiber Dam allocable to the Tribe shall be nonreimbursable;

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

(G) the Tribe shall not be required to make payments to the United States for any water allocated to the Tribe under this subtitle or the allocation agreement, except for each acre-foot of stored water leased or transferred for industrial purposes as described in subparagraph (H);

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

(i) the Tribe shall pay annually to the United States an amount necessary to cover the proportional share of the annual OM&R costs allocable to the quantity of water leased or transferred by the Tribe for industrial purposes; and

(ii) the annual payments of the Tribe shall be reviewed and adjusted, as appropriate, to reflect the actual OM&R costs for Tiber Dam; and

(I) the adjustment process identified in subsection (a)(2) will be based on specific enumerated provisions.

(d) AGREEMENTS BY TRIBE.—The Tribe may use, lease, contract, exchange, or enter into other agreements for use of the water allocated to the Tribe under subsection (a), if—

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

(2) the agreement does not permanently alienate any portion of the water allocated to the Tribe under subsection (a).

(e) EFFECTIVE DATE.—The allocation under subsection (a) takes effect on the enforceability date.

(f) NO CARRYOVER STORAGE.—The allocation under subsection (a) shall not be increased by any year-to-year carryover storage.

(g) DEVELOPMENT AND DELIVERY COSTS.—The United States shall not be required to pay the cost of developing or delivering any water allocated under this section.

SEC. 3710. IRRIGATION ACTIVITIES.

(a) IN GENERAL.—Subject to the availability of appropriations, the Secretary, acting through the Commissioner of Reclamation and in accordance with subsection (c), shall carry out the following actions relating to the Blackfeet Irrigation Project:

(1) Deferred maintenance.

(2) Dam safety improvements for Four Horns Dam.

(3) Rehabilitation and enhancement of the Four Horns Feeder Canal, Dam, and Reservoir.

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

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

(1) IN GENERAL.—Subject to the conditions described in paragraph (2), the scope of the deferred maintenance activities and Four Horns Dam safety improvements shall be as generally described in—

(A) the document entitled “Engineering Evaluation and Condition Assessment, Blackfeet Irrigation Project”, prepared by DOWL HKM, and dated August 2007; and

(B) the provisions relating to Four Horns Rehabilitated Dam of the document entitled “Four Horns Dam Enlarged Appraisal Evaluation Design Report”, prepared by DOWL HKM, and dated April 2007.

(2) CONDITIONS.—The conditions referred to in paragraph (1) are that, before commencing construction activities, the Secretary shall—

(A) review the design of the proposed rehabilitation or improvement;

(B) perform value engineering analyses;

(C) perform appropriate Federal environmental compliance activities; and

(D) ensure that the deferred maintenance activities and dam safety improvements may be constructed using only the amounts made available under section 3718.

(d) SCOPE OF REHABILITATION AND ENHANCEMENT OF FOUR HORNS FEEDER CANAL, DAM, AND RESERVOIR.—

(1) IN GENERAL.—The scope of the rehabilitation and improvements shall be as generally described in the document entitled “Four Horns Feeder Canal Rehabilitation with Export”, prepared by DOWL HKM, and dated April 2013, subject to the condition that, before commencing construction activities, the Secretary shall—

(A) review the design of the proposed rehabilitation or improvement;

(B) perform value engineering analyses;

(C) perform appropriate Federal environmental compliance activities; and

(D) ensure that the rehabilitation and improvements may be constructed using only the amounts made available under section 3718.

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

(A) the rehabilitation or improvement of the Four Horns feeder canal system to a capacity of not fewer than 360 cubic feet per second;

(B) the rehabilitation or improvement of the outlet works of Four Horns Dam and Reservoir to deliver not less than 15,000 acre-feet of water per year, in accordance with subparagraph (C); and

(C) construction of facilities to deliver not less than 15,000 acre-feet of water per year from Four Horns Dam and Reservoir, to a point on or near Birch Creek to be designated by the Tribe and the State for delivery of water to the water delivery system of the Pondera County Canal and Reservoir Company on Birch Creek, in accordance with the Birch Creek Agreement.

(3) NEGOTIATION WITH TRIBE.—On the basis of the review described in paragraph (1)(A), the Secretary shall negotiate with the Tribe appropriate changes to the final design of any activity under this subsection to ensure that the final design meets applicable industry standards.

(e) FUNDING.—The total amount of obligations incurred by the Secretary in carrying out this section, prior to any adjustment provided for in section 3718, shall not exceed \$54,900,000, of which—

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

(2) \$14,000,000 shall be allocated to carry out the activities described in subsection (d)(2).

(f) NONREIMBURSABILITY OF COSTS.—All costs incurred by the Secretary in carrying out this section shall be nonreimbursable.

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

(h) **ADMINISTRATION.**—The Commissioner of Reclamation and the Tribe shall negotiate the cost of any oversight activity carried out by the Bureau of Reclamation under any agreement entered into under subsection (m), subject to the condition that the total cost for the oversight shall not exceed 4 percent of the total project costs for each project.

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

(1) use those cost savings to carry out a project described in section 3707(d), 3711, 3712, or 3713; or

(2) deposit those cost savings to the Blackfeet OM&R Trust Account.

(j) **OWNERSHIP BY TRIBE OF BIRCH CREEK DELIVERY FACILITIES.**—Notwithstanding any other provision of law, the Secretary shall transfer to the Tribe, at no cost, title in and to the facilities constructed under subsection (d)(2)(C).

(k) **OWNERSHIP, OPERATION, AND MAINTENANCE.**—On transfer to the Tribe of title under subsection (j), the Tribe shall—

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

(2) enter into an agreement with the Bureau of Indian Affairs regarding the operation of the facilities described in that subsection.

(l) **LIABILITY OF UNITED STATES.**—The United States shall have no obligation or responsibility with respect the facilities described in subsection (d)(2)(C).

(m) **APPLICABILITY OF ISDEAA.**—At the request of the Tribe, and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.), the Secretary shall enter into 1 or more agreements with the Tribe to carry out this section.

(n) **EFFECT.**—Nothing in this section—

(1) alters any applicable law (including regulations) under which the Bureau of Indian Affairs collects assessments or carries out Blackfeet Irrigation Project OM&R; or

(2) impacts the availability of amounts made available under subsection (a)(1)(B) of section 3718.

SEC. 3711. DESIGN AND CONSTRUCTION OF MR&I SYSTEM.

(a) **IN GENERAL.**—Subject to the availability of appropriations, the Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct the water diversion and delivery features of the MR&I System in accordance with 1 or more agreements between the Secretary and the Tribe.

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

(c) **SCOPE.**—

(1) **IN GENERAL.**—The scope of the design and construction under this section shall be as generally described in the document entitled “Blackfeet Regional Water System”, prepared by DOWL HKM, dated June 2010, and modified by DOWL HKM in the addendum to the report dated March 2013, subject

to the condition that, before commencing final design and construction activities, the Secretary shall—

(A) review the design of the proposed rehabilitation and construction;

(B) perform value engineering analyses; and

(C) perform appropriate Federal compliance activities.

(2) NEGOTIATION WITH TRIBE.—On the basis of the review described in paragraph (1)(A), the Secretary shall negotiate with the Tribe appropriate changes, if any, to the final design—

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

(B) to improve the cost-effectiveness of the delivery of MR&I System water; and

(C) to ensure that the MR&I System may be constructed using only the amounts made available under section 3718.

(d) NONREIMBURSABILITY OF COSTS.—All costs incurred by the Secretary in carrying out this section shall be nonreimbursable.

(e) FUNDING.—The total amount of obligations incurred by the Secretary in carrying out this section, prior to any adjustment provided for in section 3718, shall not exceed \$76,200,000.

(f) NON-FEDERAL CONTRIBUTION.—

(1) CONSULTATION.—Before completion of the final design of the MR&I System required by subsection (c), the Secretary shall consult with the Tribe, the State, and other affected non-Federal parties to discuss the possibility of receiving non-Federal contributions for the cost of the MR&I System.

(2) NEGOTIATIONS.—If, based on the extent to which non-Federal parties are expected to use the MR&I System, a non-Federal contribution to the MR&I System is determined by the parties described in paragraph (1) to be appropriate, the Secretary shall initiate negotiations for an agreement regarding the means by which the contributions shall be provided.

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

(h) ADMINISTRATION.—The Commissioner of Reclamation and the Tribe shall negotiate the cost of any oversight activity carried out by the Bureau of Reclamation under any agreement entered into under this section, subject to the condition that the total cost for the oversight shall not exceed 4 percent of the total costs incurred under this section.

(i) OM&R COSTS.—The Federal Government shall have no obligation to pay for the OM&R costs for any facility rehabilitated or constructed under this section.

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

(1) use those cost savings to carry out a project described in section 3707(d), 3710, 3712, or 3713; or

(2) deposit those cost savings to the Blackfeet OM&R Trust Account.

(k) APPLICABILITY OF ISDEAA.—At the request of the Tribe, and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.), the Secretary shall

enter into 1 or more agreements with the Tribe to carry out this section.

SEC. 3712. DESIGN AND CONSTRUCTION OF WATER STORAGE AND IRRIGATION FACILITIES.

(a) **IN GENERAL.**—Subject to the availability of appropriations, the Secretary, acting through the Commissioner of Reclamation, shall plan, design, and construct 1 or more facilities to store water and support irrigation on the Reservation in accordance with 1 or more agreements between the Secretary and the Tribe.

(b) **LEAD AGENCY.**—The Bureau of Reclamation shall serve as the lead agency with respect to any activity to design and construct the irrigation development and water storage facilities described in subsection (c).

(c) **SCOPE.**—

(1) **IN GENERAL.**—The scope of the design and construction under this section shall be as generally described in the document entitled “Blackfeet Water Storage, Development, and Project Report”, prepared by DOWL HKM, and dated March 13, 2013, as modified and agreed to by the Secretary and the Tribe, subject to the condition that, before commencing final design and construction activities, the Secretary shall—

- (A) review the design of the proposed construction;
- (B) perform value engineering analyses; and
- (C) perform appropriate Federal compliance activities.

(2) **MODIFICATION.**—The Secretary may modify the scope of construction for the projects described in the document referred to in paragraph (1), if—

- (A) the modified project is—
 - (i) similar in purpose to the proposed projects; and
 - (ii) consistent with the purposes of this subtitle; and
- (B) the Secretary has consulted with the Tribe regarding any modification.

(3) **NEGOTIATION WITH TRIBE.**—On the basis of the review described in paragraph (1)(A), the Secretary shall negotiate with the Tribe appropriate changes, if any, to the final design—

- (A) to ensure that the final design meets applicable industry standards;
- (B) to improve the cost-effectiveness of any construction; and
- (C) to ensure that the projects may be constructed using only the amounts made available under section 3718.

(d) **NONREIMBURSABILITY OF COSTS.**—All costs incurred by the Secretary in carrying out this section shall be nonreimbursable.

(e) **FUNDING.**—The total amount of obligations incurred by the Secretary in carrying out this section, prior to any adjustment provided for in section 3718, shall not exceed \$87,300,000.

(f) **OWNERSHIP BY TRIBE.**—Title to all facilities rehabilitated or constructed under this section shall be held by the Tribe, except that title to the Birch Creek Unit of the Blackfeet Indian Irrigation Project shall remain with the Bureau of Indian Affairs.

(g) **ADMINISTRATION.**—The Commissioner of Reclamation and the Tribe shall negotiate the cost of any oversight activity carried out by the Bureau of Reclamation under any agreement entered into under this section, subject to the condition that the total

cost for the oversight shall not exceed 4 percent of the total costs incurred under this section.

(h) **OM&R COSTS.**—The Federal Government shall have no obligation to pay for the OM&R costs for the facilities rehabilitated or constructed under this section.

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

(1) use those cost savings to carry out a project described in section 3707(d), 3710, 3711, or 3713; or

(2) deposit those cost savings to the Blackfeet OM&R Trust Account.

(j) **APPLICABILITY OF ISDEAA.**—At the request of the Tribe, and in accordance with the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5301 et seq.), the Secretary shall enter into 1 or more agreements with the Tribe to carry out this section.

SEC. 3713. BLACKFEET WATER, STORAGE, AND DEVELOPMENT PROJECTS.

(a) **IN GENERAL.**—

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

(2) **MODIFICATION.**—The Tribe may modify the scope of the projects described in the document referred to in paragraph (1) if—

(A) the modified project is—

(i) similar to the proposed project; and

(ii) consistent with the purposes of this subtitle;

and

(B) the modification is approved by the Secretary.

(b) **NONREIMBURSABILITY OF COSTS.**—All costs incurred by the Secretary in carrying out this section shall be nonreimbursable.

(c) **FUNDING.**—The total amount of obligations incurred by the Secretary in carrying out this section, prior to any adjustment provided for in section 3718, shall not exceed \$91,000,000.

(d) **OM&R COSTS.**—The Federal Government shall have no obligation to pay for the OM&R costs for the facilities rehabilitated or constructed under this section.

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

SEC. 3714. EASEMENTS AND RIGHTS-OF-WAY.

(a) **TRIBAL EASEMENTS AND RIGHTS-OF-WAY.**—

(1) **IN GENERAL.**—On request of the Secretary, the Tribe shall grant, at no cost to the United States, such easements and rights-of-way over tribal land as are necessary for the construction of the projects authorized by sections 3710 and 3711.

(2) **JURISDICTION.**—An easement or right-of-way granted by the Tribe pursuant to paragraph (1) shall not affect in any respect the civil or criminal jurisdiction of the Tribe over the easement or right-of-way.

(b) **LANDOWNER EASEMENTS AND RIGHTS-OF-WAY.**—In partial consideration for the construction activities authorized by section 3711, and as a condition of receiving service from the MR&I System, a landowner shall grant, at no cost to the United States or the Tribe, such easements and rights-of-way over the land of the landowner as may be necessary for the construction of the MR&I System.

(c) **LAND ACQUIRED BY UNITED STATES OR TRIBE.**—Any land acquired within the boundaries of the Reservation by the United States on behalf of the Tribe, or by the Tribe on behalf of the Tribe, in connection with achieving the purposes of this subtitle shall be held in trust by the United States for the benefit of the Tribe.

SEC. 3715. TRIBAL WATER RIGHTS.

(a) **CONFIRMATION OF TRIBAL WATER RIGHTS.**—

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

(2) **USE.**—Any use of the Tribal water rights shall be subject to the terms and conditions of the Compact and this subtitle.

(3) **CONFLICT.**—In the event of a conflict between the Compact and this subtitle, the provisions of this subtitle shall control.

(b) **INTENT OF CONGRESS.**—It is the intent of Congress to provide to each allottee benefits that are equivalent to, or exceed, the benefits the allottees possess on the day before the date of enactment of this Act, taking into consideration—

(1) the potential risks, cost, and time delay associated with litigation that would be resolved by the Compact and this subtitle;

(2) the availability of funding under this subtitle and from other sources;

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

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

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

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

(2) shall not be subject to forfeiture or abandonment.

(d) **ALLOTTEES.**—

(1) **APPLICABILITY OF ACT OF FEBRUARY 8, 1887.**—The provisions of section 7 of the Act of February 8, 1887 (25 U.S.C. 381), relating to the use of water for irrigation purposes, shall apply to the Tribal water rights.

(2) **ENTITLEMENT TO WATER.**—Any entitlement to water of an allottee under Federal law shall be satisfied from the Tribal water rights.

(3) **ALLOCATIONS.**—An allottee shall be entitled to a just and equitable allocation of water for irrigation purposes.

(4) **CLAIMS.**—

(A) **EXHAUSTION OF REMEDIES.**—Before asserting any claim against the United States under section 7 of the Act of February 8, 1887 (25 U.S.C. 381), or any other

applicable law, an allottee shall exhaust remedies available under the tribal water code or other applicable tribal law.

(B) ACTION FOR RELIEF.—After the exhaustion of all remedies available under the tribal water code or other applicable tribal law, an allottee may seek relief under section 7 of the Act of February 8, 1887 (25 U.S.C. 381), or other applicable law.

(5) AUTHORITY OF SECRETARY.—The Secretary shall have the authority to protect the rights of allottees in accordance with this section.

(e) AUTHORITY OF TRIBE.—

(1) IN GENERAL.—The Tribe shall have the authority to allocate, distribute, and lease the Tribal water rights for any use on the Reservation in accordance with the Compact, this subtitle, and applicable Federal law.

(2) OFF-RESERVATION USE.—The Tribe may allocate, distribute, and lease the Tribal water rights for off-Reservation use in accordance with the Compact, subject to the approval of the Secretary.

(3) LAND LEASES BY ALLOTTEES.—Notwithstanding paragraph (1), an allottee may lease any interest in land held by the allottee, together with any water right determined to be appurtenant to the interest in land, in accordance with the tribal water code.

(f) TRIBAL WATER CODE.—

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

(A) the management, regulation, and governance of all uses of the Tribal water rights in accordance with the Compact and this subtitle; and

(B) establishment by the Tribe of conditions, permit requirements, and other requirements for the allocation, distribution, or use of the Tribal water rights in accordance with the Compact and this subtitle.

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

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

(B) a process by which an allottee may request that the Tribe provide water for irrigation use in accordance with this subtitle, including the provision of water under any allottee lease under section 4 of the Act of June 25, 1910 (25 U.S.C. 403);

(C) a due process system for the consideration and determination by the Tribe of any request by an allottee (or a successor in interest to an allottee) for an allocation of water for irrigation purposes on allotted land, including a process for—

(i) appeal and adjudication of any denied or disputed distribution of water; and

(ii) resolution of any contested administrative decision; and

(D) a requirement that any allottee asserting a claim relating to the enforcement of rights of the allottee under the tribal water code, or to the quantity of water allocated

to land of the allottee, shall exhaust all remedies available to the allottee under tribal law before initiating an action against the United States or petitioning the Secretary pursuant to subsection (d)(4)(B).

(3) ACTION BY SECRETARY.—

(A) IN GENERAL.—During the period beginning on the date of enactment of this Act and ending on the date on which a tribal water code described in paragraphs (1) and (2) is enacted, the Secretary shall administer, with respect to the rights of allottees, the Tribal water rights in accordance with this subtitle.

(B) APPROVAL.—The tribal water code described in paragraphs (1) and (2) shall not be valid unless—

(i) the provisions of the tribal water code required by paragraph (2) are approved by the Secretary; and

(ii) each amendment to the tribal water code that affects a right of an allottee is approved by the Secretary.

(C) APPROVAL PERIOD.—

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

(ii) EXTENSION.—The deadline described in clause (i) may be extended by the Secretary after consultation with the Tribe.

(g) ADMINISTRATION.—

(1) NO ALIENATION.—The Tribe shall not permanently alienate any portion of the Tribal water rights.

(2) PURCHASES OR GRANTS OF LAND FROM INDIANS.—An authorization provided by this subtitle for the allocation, distribution, leasing, or other arrangement entered into pursuant to this subtitle shall be considered to satisfy any requirement for authorization of the action by treaty or convention imposed by section 2116 of the Revised Statutes (25 U.S.C. 177).

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

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

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

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

SEC. 3716. BLACKFEET SETTLEMENT TRUST FUND.

(a) ESTABLISHMENT.—There is established in the Treasury of the United States a trust fund, to be known as the “Blackfeet Settlement Trust Fund” (referred to in this section as the “Trust Fund”), to be managed, invested, and distributed by the Secretary and to remain available until expended, consisting of the amounts deposited in the Trust Fund under subsection (c), together with any interest earned on those amounts, for the purpose of carrying out this subtitle.

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

- (1) The Administration and Energy Account.
- (2) The OM&R Account.
- (3) The St. Mary Account.
- (4) The Blackfeet Water, Storage, and Development Projects Account.

(c) DEPOSITS.—The Secretary shall deposit in the Trust Fund—

- (1) in the Administration and Energy Account, the amount made available pursuant to section 3718(a)(1)(A);
- (2) in the OM&R Account, the amount made available pursuant to section 3718(a)(1)(B);
- (3) in the St. Mary Account, the amount made available pursuant to section 3718(a)(1)(C); and
- (4) in the Blackfeet Water, Storage, and Development Projects Account, the amount made available pursuant to section 3718(a)(1)(D).

(d) MANAGEMENT AND INTEREST.—

(1) MANAGEMENT.—The Secretary shall manage, invest, and distribute all amounts in the Trust Fund in a manner that is consistent with the investment authority of the Secretary under—

- (A) the first section of the Act of June 24, 1938 (25 U.S.C. 162a);
- (B) the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.); and
- (C) this section.

(2) INTEREST.—In addition to the deposits under subsection (c), any interest credited to amounts unexpended in the Trust Fund are authorized to be appropriated to be used in accordance with the uses described in subsection (h).

(e) AVAILABILITY OF AMOUNTS.—

(1) IN GENERAL.—Amounts appropriated to, and deposited in, the Trust Fund, including any investment earnings, shall be made available to the Tribe by the Secretary beginning on the enforceability date.

(2) FUNDING FOR TRIBAL IMPLEMENTATION ACTIVITIES.—Notwithstanding paragraph (1), on approval pursuant to this subtitle and the Compact by a referendum vote of a majority of votes cast by members of the Tribe on the day of the vote, as certified by the Secretary and the Tribe and subject to the availability of appropriations, of the amounts in the Administration and Energy Account, \$4,800,000 shall be made available to the Tribe for the implementation of this subtitle.

(f) WITHDRAWALS UNDER AIFRMRA.—

(1) IN GENERAL.—The Tribe may withdraw any portion of the funds in the Trust Fund on approval by the Secretary of a tribal management plan submitted by the Tribe in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

(2) REQUIREMENTS.—

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

(B) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary to enforce the tribal management plan to ensure that amounts withdrawn by the Tribe from the Trust Fund under this subsection are used in accordance with this subtitle.

(g) WITHDRAWALS UNDER EXPENDITURE PLAN.—

(1) IN GENERAL.—The Tribe may submit to the Secretary a request to withdraw funds from the Trust Fund pursuant to an approved expenditure plan.

(2) REQUIREMENTS.—To be eligible to withdraw funds under an expenditure plan under paragraph (1), the Tribe shall submit to the Secretary for approval an expenditure plan for any portion of the Trust Fund that the Tribe elects to withdraw pursuant to this subsection, subject to the condition that the funds shall be used for the purposes described in this subtitle.

(3) INCLUSIONS.—An expenditure plan under this subsection shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Trust Fund will be used by the Tribe, in accordance with subsection (h).

(4) APPROVAL.—On receipt of an expenditure plan under this subsection, the Secretary shall approve the plan, if the Secretary determines that the plan—

(A) is reasonable; and

(B) is consistent with, and will be used for, the purposes of this subtitle.

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

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

(1) The Administration and Energy Account shall be used for administration of the Tribal water rights and energy development projects under this subtitle and the Compact.

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

(3) The St. Mary Account shall be distributed pursuant to an expenditure plan approved under subsection (g), subject to the conditions that—

(A) during the period for which the amount is available and held by the Secretary, \$500,000 shall be distributed to the Tribe annually as compensation for the deferral of the St. Mary water right; and

(B) any additional amounts deposited in the account may be withdrawn and used by the Tribe to pay OM&R costs or other expenses for 1 or more projects to benefit the Tribe, as approved by the Secretary, subject to the requirement that the Secretary shall not approve an expenditure plan under this paragraph unless the Tribe provides a resolution of the tribal council—

(i) approving the withdrawal of the funds from the account; and

(ii) acknowledging that the Secretary will not be able to distribute funds under subparagraph (A) indefinitely if the principal funds in the account are reduced.

(4) The Blackfeet Water, Storage, and Development Projects Account shall be used to carry out section 3713.

(i) LIABILITY.—The Secretary and the Secretary of the Treasury shall not be liable for the expenditure or investment of any amounts withdrawn from the Trust Fund by the Tribe under subsection (f) or (g).

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

(k) DEPOSIT OF FUNDS.—On request by the Tribe, the Secretary may deposit amounts from an account described in paragraph (1), (2), or (4) of subsection (b) to any other account the Secretary determines to be appropriate.

SEC. 3717. BLACKFEET WATER SETTLEMENT IMPLEMENTATION FUND.

(a) ESTABLISHMENT.—There is established in the Treasury of the United States a nontrust, interest-bearing account, to be known as the “Blackfeet Water Settlement Implementation Fund” (referred to in this section as the “Implementation Fund”), to be managed and distributed by the Secretary, for use by the Secretary for carrying out this subtitle.

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

(1) The MR&I System, Irrigation, and Water Storage Account.

(2) The Blackfeet Irrigation Project Deferred Maintenance and Four Horns Dam Safety Improvements Account.

(3) The St. Mary/Milk Water Management and Activities Fund.

(c) DEPOSITS.—The Secretary shall deposit in the Implementation Fund—

(1) in the MR&I System, Irrigation, and Water Storage Account, the amount made available pursuant to section 3718(a)(2)(A);

(2) in the Blackfeet Irrigation Project Deferred Maintenance and Four Horns Dam Safety Improvements Account, the amount made available pursuant to section 3718(a)(2)(B); and

(3) in the St. Mary/Milk Water Management and Activities Fund, the amount made available pursuant to section 3718(a)(2)(C).

(d) USES.—

(1) MR&I SYSTEM, IRRIGATION, AND WATER STORAGE ACCOUNT.—The MR&I System, Irrigation, and Water Storage Account shall be used to carry out sections 3711 and 3712.

(2) BLACKFEET IRRIGATION PROJECT DEFERRED MAINTENANCE AND FOUR HORNS DAM SAFETY IMPROVEMENTS ACCOUNT.—The Blackfeet Irrigation Project Deferred Maintenance and Four Horns Dam Safety Improvements Account shall be used to carry out section 3710.

(3) ST. MARY/MILK WATER MANAGEMENT AND ACTIVITIES ACCOUNT.—The St. Mary/Milk Water Management and Activities Account shall be used to carry out sections 3705 and 3707.

(e) MANAGEMENT.—Amounts in the Implementation Fund shall not be available to the Secretary for expenditure until the enforceability date.

(f) INTEREST.—In addition to the deposits under subsection (c), any interest credited to amounts unexpended in the Implementation Fund are authorized to be appropriated to be used in accordance with the uses described in subsection (d).

SEC. 3718. AUTHORIZATION OF APPROPRIATIONS.

(a) IN GENERAL.—Subject to subsection (b), there are authorized to be appropriated to the Secretary—

(1) as adjusted on appropriation to reflect changes since April 2010 in the Consumer Price Index for All Urban Consumers West Urban 50,000 to 1,500,000 index for the amount appropriated—

(A) for deposit in the Administration and Energy Account of the Blackfeet Settlement Trust Fund established under section 3716(b)(1), \$28,900,000;

(B) for deposit in the OM&R Account of the Blackfeet Settlement Trust Fund established under section 3716(b)(2), \$27,760,000;

(C) for deposit in the St. Mary Account of the Blackfeet Settlement Trust Fund established under section 3716(b)(3), \$27,800,000;

(D) for deposit in the Blackfeet Water, Storage, and Development Projects Account of the Blackfeet Settlement Trust Fund established under section 3716(b)(4), \$91,000,000; and

(E) the amount of interest credited to the unexpended amounts of the Blackfeet Settlement Trust Fund; and

(2) as adjusted annually to reflect changes since April 2010 in the Bureau of Reclamation Construction Cost Trends Index applicable to the types of construction involved—

(A) for deposit in the MR&I System, Irrigation, and Water Storage Account of the Blackfeet Water Settlement Implementation Fund established under section 3717(b)(1), \$163,500,000;

(B) for deposit in the Blackfeet Irrigation Project Deferred Maintenance, Four Horns Dam Safety, and Rehabilitation and Enhancement of the Four Horns Feeder Canal, Dam, and Reservoir Improvements Account of the Blackfeet Water Settlement Implementation Fund established under section 3717(b)(2), \$54,900,000, of which—

(i) \$40,900,000 shall be made available for activities and projects under section 3710(c); and

(ii) \$14,000,000 shall be made available for activities and projects under section 3710(d)(2);

(C) for deposit in the St. Mary/Milk Water Management and Activities Account of the Blackfeet Water Settlement Implementation Fund established under section 3717(b)(3), \$28,100,000, of which—

(i) \$27,600,000 shall be allocated in accordance with section 3707(g); and

(ii) \$500,000 shall be used to carry out section 3705; and

(D) the amount of interest credited to the unexpended amounts of the Blackfeet Water Settlement Implementation Fund.

(b) ADJUSTMENTS.—

(1) IN GENERAL.—The adjustment of the amounts authorized to be appropriated pursuant to subsection (a)(1) shall occur each time an amount is appropriated for an account and shall add to, or subtract from, as applicable, the total amount authorized.

(2) REPETITION.—The adjustment process under this subsection shall be repeated for each subsequent amount appropriated until the amount authorized, as adjusted, has been appropriated.

(3) TREATMENT.—The amount of an adjustment may be considered—

(A) to be authorized as of the date on which congressional action occurs; and

(B) in determining the amount authorized to be appropriated.

SEC. 3719. WATER RIGHTS IN LEWIS AND CLARK NATIONAL FOREST AND GLACIER NATIONAL PARK.

The instream flow water rights of the Tribe on land within the Lewis and Clark National Forest and Glacier National Park—

(1) are confirmed; and

(2) shall be as described in the document entitled “Stipulation to Address Claims by and for the Benefit of the Blackfeet Indian Tribe to Water Rights in the Lewis & Clark National Forest and Glacier National Park” and as finally decreed by the Montana Water Court, or, if the Montana Water Court is found to lack jurisdiction, by the United States district court with jurisdiction.

SEC. 3720. WAIVERS AND RELEASES OF CLAIMS.

(a) IN GENERAL.—

(1) WAIVER AND RELEASE OF CLAIMS BY TRIBE AND UNITED STATES AS TRUSTEE FOR TRIBE.—Subject to the reservation of rights and retention of claims under subsection (c), as consideration for recognition of the Tribal water rights and other benefits as described in the Compact and this subtitle, the Tribe, acting on behalf of the Tribe and members of the Tribe (but not any member of the Tribe as an allottee), and the United States, acting as trustee for the Tribe and the members of the Tribe (but not any member of the Tribe as an allottee), shall execute a waiver and release of all claims for water rights within the State that the Tribe, or the United States acting as trustee for the Tribe, asserted or could have asserted in any proceeding, including a State stream adjudication, on or before the enforceability date, except to the extent that such rights are recognized in the Compact and this subtitle.

(2) WAIVER AND RELEASE OF CLAIMS BY UNITED STATES AS TRUSTEE FOR ALLOTTEES.—Subject to the reservation of rights and the retention of claims under subsection (c), as consideration for recognition of the Tribal water rights and other benefits as described in the Compact and this subtitle, the United States, acting as trustee for allottees, shall execute a waiver and release of all claims for water rights within the Reservation that the United States, acting as trustee for

the allottees, asserted or could have asserted in any proceeding, including a State stream adjudication, on or before the enforceability date, except to the extent that such rights are recognized in the Compact and this subtitle.

(3) WAIVER AND RELEASE OF CLAIMS BY TRIBE AGAINST UNITED STATES.—Subject to the reservation of rights and retention of claims under subsection (d), the Tribe, acting on behalf of the Tribe and members of the Tribe (but not any member of the Tribe as an allottee), shall execute a waiver and release of all claims against the United States (including any agency or employee of the United States)—

(A) relating to—

(i) water rights within the State that the United States, acting as trustee for the Tribe, asserted or could have asserted in any proceeding, including a stream adjudication in the State, except to the extent that such rights are recognized as Tribal water rights under this subtitle;

(ii) damage, loss, or injury to water, water rights, land, or natural resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to failure to protect, acquire, replace, or develop water, water rights, or water infrastructure) within the State that first accrued at any time on or before the enforceability date;

(iii) a failure to establish or provide a municipal rural or industrial water delivery system on the Reservation;

(iv) a failure to provide for operation or maintenance, or deferred maintenance, for the Blackfeet Irrigation Project or any other irrigation system or irrigation project on the Reservation;

(v) the litigation of claims relating to the water rights of the Tribe in the State; and

(vi) the negotiation, execution, or adoption of the Compact (including exhibits) or this subtitle;

(B) reserved in subsections (b) through (d) of section 3706 of the settlement for the case styled Blackfeet Tribe v. United States, No. 02–127L (Fed. Cl. 2012); and

(C) that first accrued at any time on or before the enforceability date—

(i) arising from the taking or acquisition of the land of the Tribe or resources for the construction of the features of the St. Mary Unit of the Milk River Project;

(ii) relating to the construction, operation, and maintenance of the St. Mary Unit of the Milk River Project, including Sherburne Dam, St. Mary Diversion Dam, St. Mary Canal and associated infrastructure, and the management of flows in Swiftcurrent Creek, including the diversion of Swiftcurrent Creek into Lower St. Mary Lake;

(iii) relating to the construction, operation, and management of Lower Two Medicine Dam and Reservoir and Four Horns Dam and Reservoir, including any claim relating to the failure to provide dam safety improvements for Four Horns Reservoir; or

(iv) relating to the allocation of waters of the Milk River and St. Mary River (including tributaries) between the United States and Canada pursuant to the International Boundary Waters Treaty of 1909 (36 Stat. 2448).

(b) EFFECTIVENESS.—The waivers and releases under subsection (a) shall take effect on the enforceability date.

(c) WITHDRAWAL OF OBJECTIONS.—The Tribe shall withdraw all objections to the water rights claims filed by the United States for the benefit of the Milk River Project, except objections to those claims consolidated for adjudication within Basin 40J, within 14 days of the certification under subsection (f)(5) that the Tribal membership has approved the Compact and this subtitle.

(1) Prior to withdrawal of the objections, the Tribe may seek leave of the Montana Water Court for a right to reinstate the objections in the event the conditions of enforceability in subsection (f)(1) through (8) are not satisfied by the date of expiration described in section 3723 of this subtitle.

(2) If the conditions of enforceability in subsection (f)(1) through (8) are satisfied, and any authority the Montana Water Court may have granted the Tribe to reinstate objections described in this section has not yet expired, the Tribe shall notify the Montana Water Court and the United States in writing that it will not exercise any such authority.

(d) RESERVATION OF RIGHTS AND RETENTION OF CLAIMS.—Notwithstanding the waivers and releases under subsection (a), the Tribe, acting on behalf of the Tribe and members of the Tribe, and the United States, acting as trustee for the Tribe and allottees, shall retain—

(1) all claims relating to—

(A) enforcement of, or claims accruing after the enforceability date relating to water rights recognized under, the Compact, any final decree, or this subtitle;

(B) activities affecting the quality of water, including any claim under—

(i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), including damages to natural resources;

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

(iii) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) (commonly referred to as the “Clean Water Act”); and

(iv) any regulations implementing the Acts described in clauses (i) through (iii); or

(C) damage, loss, or injury to land or natural resources that are not due to loss of water or water rights (including hunting, fishing, gathering, or cultural rights);

(2) all rights to use and protect water rights acquired after the date of enactment of this Act; and

(3) all rights, remedies, privileges, immunities, and powers not specifically waived and released pursuant to this subtitle or the Compact.

(e) EFFECT OF COMPACT AND SUBTITLE.—Nothing in the Compact or this subtitle—

(1) affects the ability of the United States, acting as a sovereign, to take any action authorized by law (including any law relating to health, safety, or the environment), including—

(A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.);

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

(C) the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) (commonly referred to as the “Clean Water Act”); and

(D) any regulations implementing the Acts described in subparagraphs (A) through (C);

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

(3) confers jurisdiction on any State court—

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

(B) to determine the duties of the United States or any other party pursuant to a Federal law regarding health, safety, or the environment; or

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

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

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

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

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

(1)(A) the Montana Water Court has approved the Compact, and that decision has become final and nonappealable; or

(B) if the Montana Water Court is found to lack jurisdiction, the appropriate United States district court has approved the Compact, and that decision has become final and nonappealable;

(2) all amounts authorized under section 3718(a) have been appropriated;

(3) the agreements required by sections 3706(c), 3707(f), and 3709(c) have been executed;

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

(5) the members of the Tribe have voted to approve this subtitle and the Compact by a majority of votes cast on the day of the vote, as certified by the Secretary and the Tribe;

(6) the Secretary has fulfilled the requirements of section 3709(a);

(7) the agreement or terms and conditions referred to in section 3705 are executed and final; and

(8) the waivers and releases described in subsection (a) have been executed by the Tribe and the Secretary.

(g) TOLLING OF CLAIMS.—

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

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

(h) EXPIRATION.—If all appropriations authorized by this subtitle have not been made available to the Secretary by January 21, 2026, or such alternative later date as is agreed to by the Tribe and the Secretary, the waivers and releases described in this section shall—

(1) expire; and

(2) have no further force or effect.

(i) VOIDING OF WAIVERS.—If the waivers and releases described in this section are void under subsection (h)—

(1) the approval of the United States of the Compact under section 3704 shall no longer be effective;

(2) any unexpended Federal funds appropriated or made available to carry out the activities authorized by this subtitle, together with any interest earned on those funds, and any water rights or contracts to use water and title to other property acquired or constructed with Federal funds appropriated or made available to carry out the activities authorized under this subtitle shall be returned to the Federal Government, unless otherwise agreed to by the Tribe and the United States and approved by Congress; and

(3) except for Federal funds used to acquire or develop property that is returned to the Federal Government under paragraph (2), the United States shall be entitled to offset any Federal funds appropriated or made available to carry out the activities authorized under this subtitle that were expended or withdrawn, together with any interest accrued, against any claims against the United States relating to water rights in the State asserted by the Tribe or any user of the Tribal water rights or in any future settlement of the water rights of the Tribe or an allottee.

SEC. 3721. SATISFACTION OF CLAIMS.

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

(1) claims of the Tribe against the United States waived and released pursuant to section 3720(a); and

(2) objections withdrawn pursuant to section 3720(c).

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

(1) all claims waived and released pursuant to section 3720(a)(2); and

(2) any claim of an allottee against the United States similar in nature to a claim described in section 3720(a)(2) that the allottee asserted or could have asserted.

SEC. 3722. MISCELLANEOUS PROVISIONS.

(a) WAIVER OF SOVEREIGN IMMUNITY.—Except as provided in subsections (a) through (c) of section 208 of the Department of Justice Appropriation Act, 1953 (43 U.S.C. 666), nothing in this subtitle waives the sovereign immunity of the United States.

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

(c) LIMITATION ON CLAIMS FOR REIMBURSEMENT.—With respect to any Indian-owned land located within the Reservation—

(1) the United States shall not submit against that land any claim for reimbursement of the cost to the United States of carrying out this subtitle or the Compact; and

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

(d) LIMITATION ON LIABILITY OF UNITED STATES.—

(1) IN GENERAL.—The United States has no obligation—

(A) to monitor, administer, or account for, in any manner, any funds provided to the Tribe by the State; or

(B) to review or approve any expenditure of those funds.

(2) INDEMNITY.—The Tribe shall indemnify the United States, and hold the United States harmless, with respect to all claims (including claims for takings or breach of trust) arising from the receipt or expenditure of amounts described in this subsection.

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

(f) EFFECT ON RECLAMATION LAWS.—The activities carried out by the Commissioner of Reclamation under this subtitle shall not establish a precedent or impact the authority provided under any other provision of the reclamation laws, including—

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

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

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

(h) **BIRCH CREEK AGREEMENT APPROVAL.**—The Birch Creek Agreement is approved to the extent that the Birch Creek Agreement requires approval under section 2116 of the Revised Statutes (25 U.S.C. 177).

(i) **LIMITATION ON EFFECT.**—Nothing in this subtitle or the Compact—

(1) makes an allocation or apportionment of water between or among States; or

(2) addresses or implies whether, how, or to what extent the Tribal water rights, or any portion of the Tribal water rights, should be accounted for as part of, or otherwise charged against, an allocation or apportionment of water made to a State in an interstate allocation or apportionment.

SEC. 3723. EXPIRATION ON FAILURE TO MEET ENFORCEABILITY DATE.

If the Secretary fails to publish a statement of findings under section 3720(f) by not later than January 21, 2025, or such alternative later date as is agreed to by the Tribe and the Secretary, after reasonable notice to the State, as applicable—

(1) this subtitle expires effective on the later of—

(A) January 22, 2025; and

(B) the day after such alternative later date as is agreed to by the Tribe and the Secretary;

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

(3) any amounts made available under section 3718, together with any interest on those amounts, that remain unexpended shall immediately revert to the general fund of the Treasury, except for any funds made available under section 3716(e)(2) if the Montana Water Court denies the Tribe's request to reinstate the objections in section 3720(c); and

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

(A) any funds expended or withdrawn from the amounts made available pursuant to this subtitle; and

(B) any funds made available to carry out the activities authorized by this subtitle from other authorized sources, except for any funds provided under section 3716(e)(2) if the Montana Water court denies the Tribe's request to reinstate the objections in section 3720(c).

SEC. 3724. ANTIDEFICIENCY.

The United States shall not be liable for any failure to carry out any obligation or activity authorized by this subtitle (including any obligation or activity under the Compact) if—

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

(2) there are not enough monies available to carry out the purposes of this subtitle in the Reclamation Water Settlements Fund established under section 10501(a) of the Omnibus Public Land Management Act of 2009 (43 U.S.C. 407(a)).