

Calendar No. _____

114TH CONGRESS
2^D SESSION**S. 1125****[Report No. 114-_____]**

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

IN THE SENATE OF THE UNITED STATES

APRIL 28, 2015

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

_____ (legislative day, _____), _____

Reported by Mr. BARRASSO, with an amendment

[Strike out all after the enacting clause and insert the part printed in italic]

A BILL

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

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 *This Act may be cited as the “Blackfeet Water Rights*
3 *Settlement Act of 2015”.*

4 **SEC. 2. PURPOSES.**

5 *The purposes of this Act are—*

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

9 *(A) the Blackfeet Tribe of the Blackfeet In-*
10 *dian Reservation; and*

11 *(B) the United States, for the benefit of the*
12 *Tribe and allottees;*

13 *(2) to authorize, ratify, and confirm the water*
14 *rights compact entered into by the Tribe and the*
15 *State, to the extent that the Compact is consistent*
16 *with this Act;*

17 *(3) to authorize and direct the Secretary of the*
18 *Interior—*

19 *(A) to execute the Compact; and*

20 *(B) to take any other action necessary to*
21 *carry out the Compact in accordance with this*
22 *Act; and*

23 *(4) to authorize funds necessary for the imple-*
24 *mentation of the Compact and this Act.*

25 **SEC. 3. DEFINITIONS.**

26 *In this Act:*

1 (1) *ALLOTTEE*.—The term “allottee” means any
2 individual who holds a beneficial real property inter-
3 est in an allotment of Indian land that is—

4 (A) located within the Reservation; and

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

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

8 (A) the agreement between the Tribe and the
9 State regarding Birch Creek water use dated
10 January 31, 2008 (as amended on February 13,
11 2009); and

12 (B) any amendment or exhibit (including
13 exhibit amendments) to that agreement that is
14 executed in accordance with this Act.

15 (3) *BLACKFEET IRRIGATION PROJECT*.—The
16 term “Blackfeet Irrigation Project” means the irriga-
17 tion project authorized by the matter under the head-
18 ing “MONTANA” of title II of the Act of March 1, 1907
19 (34 Stat. 1035, chapter 2285), and administered by
20 the Bureau of Indian Affairs.

21 (4) *COMPACT*.—The term “Compact” means—

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

1 (B) any amendment or exhibit (including
2 exhibit amendments) to the Compact that is exe-
3 cuted in accordance with this Act.

4 (5) *ENFORCEABILITY DATE*.—The term “enforce-
5 ability date” means the date described in section
6 20(e).

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

14 (7) *MILK RIVER BASIN*.—The term “Milk River
15 Basin” means the North Fork, Middle Fork, South
16 Fork, and main stem of the Milk River and tribu-
17 taries, from the headwaters to the confluence with the
18 Missouri River.

19 (8) *MILK RIVER PROJECT*.—

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

1 *viding water to a point approximately 6 miles*
2 *east of Nashua, Montana.*

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

5 *(i) the St. Mary Unit;*

6 *(ii) the Fresno Dam and Reservoir;*

7 *and*

8 *(iii) the Dodson pumping unit.*

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

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

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

21 (12) *MR&I SYSTEM.—The term “MR&I System”*
22 *means the intake, treatment, pumping, storage, pipe-*
23 *lines, appurtenant items, and any other feature of the*
24 *system, as generally described in the document enti-*
25 *tled “Blackfeet Regional Water System”, prepared by*

1 *DOWL HKM, and dated June 2010, and modified by*
2 *DOWL HKM, as set out in the addendum to the re-*
3 *port dated March 2013.*

4 (13) *OM&R.—The term “OM&R” means—*

5 (A) *any recurring or ongoing activity asso-*
6 *ciated with the day-to-day operation of a project;*

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

9 (C) *any activity relating to replacing a fea-*
10 *ture of a project.*

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

14 (A) *established by the Treaty of October 17,*
15 *1855 (11 Stat. 657); and*

16 (B) *modified by—*

17 (i) *the Executive order of July 5, 1873*
18 *(relating to the Blackfeet Reserve);*

19 (ii) *the Act of April 15, 1874 (18 Stat.*
20 *28, chapter 96);*

21 (iii) *the Executive order of August 19,*
22 *1874 (relating to the Blackfeet Reserve);*

23 (iv) *the Executive order of April 13,*
24 *1875 (relating to the Blackfeet Reserve);*

1 (v) *the Executive order of July 13,*
2 1880 *(relating to the Blackfeet Reserve);*

3 (vi) *the Agreement with the Blackfeet,*
4 *ratified by the Act of May 1, 1888 (25 Stat.*
5 *113, chapter 213); and*

6 (vii) *the Agreement with the Blackfeet,*
7 *ratified by the Act of June 10, 1896 (29*
8 *Stat. 353, chapter 398).*

9 (15) *ST. MARY RIVER WATER RIGHT.—The term*
10 *“St. Mary River water right” means that portion of*
11 *the Tribal water rights described in article III.G.1.a.i.*
12 *of the Compact and this Act.*

13 (16) *ST. MARY UNIT.—*

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

18 (B) *INCLUSIONS.—The term “St. Mary*
19 *Unit” includes—*

20 (i) *Sherburne Dam and Reservoir;*

21 (ii) *Swift Current Creek Dike;*

22 (iii) *Lower St. Mary Lake;*

23 (iv) *St. Mary Canal Diversion Dam;*

24 *and*

1 (v) *St. Mary Canal and appur-*
2 *tenances.*

3 (17) *SECRETARY.*—*The term “Secretary” means*
4 *the Secretary of the Interior.*

5 (18) *STATE.*—*The term “State” means the State*
6 *of Montana.*

7 (19) *SWIFTCURRENT CREEK BANK STABILIZA-*
8 *TION PROJECT.*—*The term “Swiftcurrent Creek Bank*
9 *Stabilization Project” means the project to mitigate*
10 *the physical and environmental problems associated*
11 *with the St. Mary Unit from Sherburne Dam to the*
12 *St. Mary River, as described in the report entitled*
13 *“Boulder/Swiftcurrent Creek Stabilization Project,*
14 *Phase II Investigations Report”, prepared by DOWL*
15 *HKM, and dated March 2012.*

16 (20) *TRIBAL WATER RIGHTS.*—*The term “Tribal*
17 *water rights” means the water rights of the Tribe de-*
18 *scribed in article III of the Compact and this Act, in-*
19 *cluding—*

20 (A) *the Lake Elwell allocation provided to*
21 *the Tribe under section 9; and*

22 (B) *the instream flow water rights described*
23 *in section 19.*

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

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

5 (a) *RATIFICATION.*—

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

10 (2) *AMENDMENTS.*—*If an amendment to the*
11 *Compact is executed in accordance with this Act to*
12 *make the Compact consistent with this Act, the*
13 *amendment is authorized, ratified, and confirmed, to*
14 *the extent consistent with this Act.*

15 (b) *EXECUTION.*—

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

21 (2) *MODIFICATIONS.*—*Nothing in this Act pre-*
22 *cludes the Secretary from approving any modification*
23 *to an appendix or exhibit to the Compact that is con-*
24 *sistent with this Act, to the extent that the modifica-*
25 *tion does not otherwise require congressional approval*

1 *under section 2116 of the Revised Statutes (25 U.S.C.*
2 *177) or any other applicable provision of Federal law.*

3 *(c) ENVIRONMENTAL COMPLIANCE.—*

4 *(1) IN GENERAL.—In implementing the Compact*
5 *and this Act, the Secretary shall comply with all ap-*
6 *plicable provisions of—*

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

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

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

13 *(2) EFFECT OF EXECUTION.—*

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

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

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

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

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

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

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

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

10 (b) *WATER RIGHTS ARISING UNDER STATE LAW.—*

11 *With respect to any water rights arising under State law*
12 *in the Milk River Basin owned or acquired by the Tribe,*
13 *the Tribe—*

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

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

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

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

22 (c) *TRIBAL AGREEMENT.—*

23 (1) *IN GENERAL.—In consultation with the Com-*
24 *missioner of Reclamation and the Director of the Bu-*
25 *reau of Indian Affairs, the Tribe and the Fort*

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

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

9 (A) *the equal priority dates of the 2 Indian*
10 *tribes;*

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

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

15 (d) *SECRETARIAL DETERMINATION.—*

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

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

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

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

3 (C) is otherwise in accordance with applica-
4 ble law.

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

9 (e) *SECRETARIAL DECISION.*—

10 (1) *IN GENERAL.*—*If the Tribe and the Fort*
11 *Belknap Indian Community do not enter into an*
12 *agreement under subsection (c) by the date that is 3*
13 *years after the date of certification under section*
14 *20(e)(5) that the Secretary (at the sole discretion of*
15 *the Secretary) determines meets the considerations de-*
16 *scribed in subsection (d)(2), the Secretary shall estab-*
17 *lish, after consultation with the Tribe and the Fort*
18 *Belknap Indian Community, terms and conditions*
19 *that reflect the considerations described in subsection*
20 *(c)(2) by which the respective water rights of the*
21 *Tribe and the Fort Belknap Indian Community in*
22 *the Milk River may be exercised.*

23 (2) *CONSIDERATION AS FINAL AGENCY ACTION.*—
24 *The establishment by the Secretary of terms and con-*
25 *ditions under paragraph (1) shall be considered to be*

1 *a final agency action for purposes of review under*
2 *chapter 7 of title 5, United States Code.*

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

8 (4) *INCORPORATION INTO DECREES.*—*The agree-*
9 *ment under subsection (c), or the decision of the Sec-*
10 *retary under this subsection, shall be filed with the*
11 *Montana Water Court, or the district court with ju-*
12 *risdiction, for incorporation into the final decrees of*
13 *the Tribe and the Fort Belknap Indian Community.*

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

17 (A) *shall be effective immediately; and*

18 (B) *may not be modified absent—*

19 (i) *the approval of the Secretary; and*

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

22 (f) *USE OF FUNDS.*—*The Secretary shall distribute*
23 *equally the funds made available under section*
24 *18(a)(2)(C)(ii) to the Tribe and the Fort Belknap Indian*
25 *Community to use to reach an agreement under this section,*

1 *including for technical analyses and legal and other related*
2 *efforts.*

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

4 (a) *IN GENERAL.*—*Subject to the availability of appro-*
5 *priations, the Secretary, acting through the Commissioner*
6 *of Reclamation, shall carry out the activities authorized*
7 *under this section with respect to the St. Mary River water*
8 *right.*

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

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

14 (2) *subsections (a) and (b)(3) of section 17.*

15 (c) *WATER DELIVERY CONTRACT.*—

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

23 (2) *TERMS AND CONDITIONS.*—*The contract*
24 *under paragraph (1) shall establish the terms and*
25 *conditions for the water deliveries described in para-*

1 *graph (1) in accordance with the Compact and this*
2 *Act.*

3 (3) *REQUIREMENTS.—The water delivery con-*
4 *tract under paragraph (1) shall include provisions re-*
5 *quiring that—*

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

8 (B) *the Tribe, and not the United States,*
9 *shall collect, and shall be entitled to, all consider-*
10 *ation due to the Tribe under any lease, contract,*
11 *or agreement entered into by the Tribe pursuant*
12 *to subsection (f);*

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

15 (i) *any funds received by the Tribe as*
16 *consideration under any lease, contract, or*
17 *agreement entered into by the Tribe pursu-*
18 *ant to subsection (f); or*

19 (ii) *the expenditure of such funds;*

20 (D) *if water deliveries under the contract*
21 *are interrupted for an extended period of time*
22 *because of damage to, or a reduction in the ca-*
23 *capacity of, St. Mary Unit facilities, the rights of*
24 *the Tribe shall be treated in the same manner as*
25 *the rights of other contractors receiving water de-*

1 *liveries through the Milk River Project with re-*
2 *spect to the water delivered under this section;*

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

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

7 *(ii) consistent with operations of the*
8 *Milk River Project and without additional*
9 *costs to the Bureau of Reclamation, includ-*
10 *ing operation, maintenance, and replace-*
11 *ment costs; and*

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

14 *(F) the Tribe shall be required to pay*
15 *OM&R for water delivered under subparagraph*
16 *(E)(i).*

17 *(d) SHORTAGE SHARING OR REDUCTION.—*

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

23 *(2) NO INJURY TO MILK RIVER PROJECT WATER*
24 *USERS.—Notwithstanding article IV.D.4 of the Com-*
25 *pact, any reduction in the Milk River Project water*

1 *supply caused by the delivery of water under sub-*
2 *section (c) shall not constitute injury to Milk River*
3 *Project water users.*

4 *(e) SUBSEQUENT CONTRACTS.—*

5 *(1) IN GENERAL.—As part of the studies author-*
6 *ized by section 7(c)(1), the Secretary, acting through*
7 *the Commissioner of Reclamation, and in cooperation*
8 *with the Tribe, shall identify alternatives to provide*
9 *to the Tribe water from the St. Mary River water*
10 *right in quantities greater than the 5,000 acre-feet per*
11 *year of water described in subsection (c)(3)(E)(i).*

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

20 *(3) TREATMENT.—Any delivery of water under*
21 *this subsection shall be—*

22 *(A) in accordance with article IV.D.4 of the*
23 *Compact; and*

24 *(B) subject to reduction in the same manner*
25 *as for Milk River Project contract holders.*

1 (f) *SUBCONTRACTS.*—

2 (1) *IN GENERAL.*—*The Tribe may enter into any*
3 *subcontract for the delivery of water under this sec-*
4 *tion to a third party, in accordance with section*
5 *15(e).*

6 (2) *COMPLIANCE WITH OTHER LAW.*—*All sub-*
7 *contracts described in paragraph (1) shall comply*
8 *with—*

9 (A) *this Act;*

10 (B) *the Compact;*

11 (C) *the tribal water code; and*

12 (D) *other applicable law.*

13 (3) *NO LIABILITY.*—*The Secretary shall not be*
14 *liable to any party, including the Tribe, for any term*
15 *of, or any loss or other detriment resulting from, a*
16 *lease, contract, or other agreement entered into pursu-*
17 *ant to this subsection.*

18 (g) *EFFECT OF PROVISIONS.*—*Nothing in this sec-*
19 *tion—*

20 (1) *precludes the Tribe from taking the water de-*
21 *scribed in subsection (c)(3)(E)(i), or any additional*
22 *water provided under subsection (e), from the direct*
23 *flow of the St. Mary River; or*

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

1 (h) *OTHER RIGHTS.*—Notwithstanding the require-
2 ments of article III.G.1.d of the Compact, after satisfaction
3 of all water rights under State law for use of St. Mary
4 River water, including the Milk River Project water rights,
5 the Tribe shall have the right to the remaining portion of
6 the share of the United States in the St. Mary River under
7 the International Boundary Waters Treaty of 1909 (36
8 Stat. 2448) for any tribally authorized use or need con-
9 sistent with this Act.

10 **SEC. 7. BUREAU OF RECLAMATION ACTIVITIES TO IMPROVE**
11 **WATER MANAGEMENT.**

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

14 (1) *irrigation;*

15 (2) *flood control;*

16 (3) *the protection of fish and wildlife;*

17 (4) *recreation;*

18 (5) *the provision of municipal, rural, and indus-*
19 *trial water supply; and*

20 (6) *hydroelectric power generation.*

21 (b) *USE OF MILK RIVER PROJECT FACILITIES FOR*
22 *THE BENEFIT OF TRIBE.*—The use of Milk River Project
23 facilities to transport water for the Tribe pursuant to sub-
24 sections (c) and (e) of section 6, together with any use by
25 the Tribe of that water in accordance with this Act—

1 (1) *shall be considered to be an authorized pur-*
2 *pose of the Milk River Project; and*

3 (2) *shall not change the priority date of any*
4 *Tribal water rights.*

5 (c) *ST. MARY RIVER STUDIES.—*

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

9 (A) *an appraisal study—*

10 (i) *to develop a plan for the manage-*
11 *ment and development of water supplies in*
12 *the St. Mary River Basin and Milk River*
13 *Basin, including the St. Mary River and*
14 *Milk River water supplies for the Tribe and*
15 *the Milk River water supplies for the Fort*
16 *Belknap Indian Community; and*

17 (ii) *to identify alternatives to develop*
18 *additional water of the St. Mary River for*
19 *the Tribe; and*

20 (B) *a feasibility study—*

21 (i) *using the information resulting*
22 *from the appraisal study conducted under*
23 *paragraph (1) and such other information*
24 *as is relevant, to evaluate the feasibility*
25 *of—*

1 (I) alternatives for the rehabilita-
2 tion of the St. Mary Diversion Dam
3 and Canal; and

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

6 (ii) to create a cost allocation study
7 that is based on the authorized purposes de-
8 scribed in subsections (a) and (b).

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

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

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

17 (B) reimbursable in accordance with the
18 reclamation laws.

19 (d) SWIFTCURRENT CREEK BANK STABILIZATION.—

20 (1) IN GENERAL.—Subject to the availability of
21 appropriations, the Secretary, acting through the
22 Commissioner of Reclamation, shall carry out appro-
23 priate activities concerning the Swiftcurrent Creek
24 Bank Stabilization Project, including—

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

1 (B) value engineering analyses.

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

8 (A) to ensure compliance with applicable
9 industry standards;

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

13 (C) to ensure that the Swiftcurrent Creek
14 Bank Stabilization Project may be constructed
15 using only the amounts made available under
16 section 18.

17 (3) *APPLICABILITY OF ISDEAA.*—At the request of
18 the Tribe, and in accordance with the Indian Self-De-
19 termination and Education Assistance Act (25 U.S.C.
20 450 et seq.), the Secretary shall enter into 1 or more
21 agreements with the Tribe to carry out the
22 Swiftcurrent Bank Stabilization Project.

23 (e) *ADMINISTRATION.*—The Commissioner of Reclama-
24 tion and the Tribe shall negotiate the cost of any oversight
25 activity carried out by the Bureau of Reclamation under

1 *any agreement entered into under this section, subject to*
2 *the condition that the total cost for the oversight shall not*
3 *exceed 4 percent of the total costs incurred under this sec-*
4 *tion.*

5 *(f) MILK RIVER PROJECT RIGHTS-OF-WAY AND EASE-*
6 *MENTS.—*

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

15 *(2) AGREEMENT REGARDING EXISTING USES.—*
16 *The Tribe and the Secretary shall enter into an agree-*
17 *ment for a process to determine the location, nature*
18 *and extent of the existing uses referenced in this sub-*
19 *section. The agreement shall require that—*

20 *(A) a panel of three individuals conclusively*
21 *determine the location, nature, and extent of ex-*
22 *isting uses necessary for the operation and main-*
23 *tenance of the Milk River Project, with the Tribe*
24 *appointing one individual, the Secretary ap-*

1 *pointing one individual, and those two individ-*
2 *uals jointly appointing a third individual;*

3 *(B) the determination of an existing use*
4 *under this subsection by the panel be binding*
5 *and non-appealable by either party; and*

6 *(C) the Tribe grant a right-of-way to the*
7 *United States for the existing uses as determined*
8 *by the panel in accordance with applicable law*
9 *without additional compensation.*

10 (3) *EFFECT.—Determinations made under this*
11 *subsection—*

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

14 *(B) do not apply to any new use of Res-*
15 *ervation land by the United States for the Milk*
16 *River Project after December 31, 2015.*

17 (g) *FUNDING.—The total amount of obligations in-*
18 *curred by the Secretary shall not exceed—*

19 (1) *\$3,800,000 to carry out subsection (c);*

20 (2) *\$20,700,000 to carry out subsection (d); and*

21 (3) *\$3,100,000 to carry out subsection (f).*

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

24 (a) *BUREAU OF RECLAMATION JURISDICTION.—Effec-*
25 *tive beginning on the date of enactment of this Act, the*

1 *Commissioner of Reclamation shall have exclusive jurisdic-*
2 *tion to authorize the development of hydropower on the St.*
3 *Mary Unit.*

4 *(b) RIGHTS OF TRIBE.—*

5 *(1) EXCLUSIVE RIGHT OF TRIBE.—Subject to*
6 *paragraph (2) and notwithstanding any other provi-*
7 *sion of law, the Tribe shall have the exclusive right*
8 *to develop and market hydroelectric power of the St.*
9 *Mary Unit.*

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

12 *(A) shall expire on the date that is 15 years*
13 *after the date of enactment of an Act appro-*
14 *priating funds for rehabilitation of the St. Mary*
15 *Unit; but*

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

18 *(3) OM&R COSTS.—Effective beginning on the*
19 *date that is 10 years after the date on which the Tribe*
20 *begins marketing hydroelectric power generated from*
21 *the St. Mary Unit to any third party, the Tribe shall*
22 *make annual payments for operation, maintenance,*
23 *and replacement costs attributable to the direct use of*
24 *any facilities by the Tribe for hydroelectric power*
25 *generation, in amounts determined in accordance*

1 *with the guidelines and methods of the Bureau of Rec-*
2 *lamation for assessing operation, maintenance, and*
3 *replacement charges.*

4 *(c) BUREAU OF RECLAMATION COOPERATION.—The*
5 *Commissioner of Reclamation shall cooperate with the*
6 *Tribe in the development of any hydroelectric power genera-*
7 *tion project under this section.*

8 *(d) AGREEMENT.—Before construction of a hydro-*
9 *electric power generation project under this section, the*
10 *Tribe shall enter into an agreement with the Commissioner*
11 *of Reclamation that includes provisions—*

12 *(1) requiring that—*

13 *(A) the design, construction, and operation*
14 *of the project shall be consistent with the Bureau*
15 *of Reclamation guidelines and methods for hy-*
16 *droelectric power development at Bureau facili-*
17 *ties, as appropriate; and*

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

21 *(2) regarding construction and operating criteria*
22 *and emergency procedures; and*

23 *(3) under which any modification proposed by*
24 *the Tribe to a facility owned by the Bureau of Rec-*
25 *lamation shall be subject to review and approval by*

1 *the Secretary, acting through the Commissioner of*
2 *Reclamation.*

3 *(e) USE OF HYDROELECTRIC POWER BY TRIBE.—Any*
4 *hydroelectric power generated in accordance with this sec-*
5 *tion shall be used or marketed by the Tribe.*

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

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

12 *(1) any revenues received by the Tribe under this*
13 *section; or*

14 *(2) the expenditure of those revenues.*

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

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

22 *(a) STORAGE ALLOCATION TO TRIBE.—The Secretary*
23 *shall allocate to the Tribe 45,000 acre-feet per year of water*
24 *stored in Lake Elwell for use by the Tribe for any beneficial*
25 *purpose on or off the Reservation, under a water right held*

1 *by the United States and managed by the Bureau of Rec-*
2 *lamation, as measured at the outlet works of Tiber Dam*
3 *or through direct pumping from Lake Elwell.*

4 *(b) TREATMENT.—*

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

8 *(2) PRIORITY DATE.—The priority date of the al-*
9 *location to the Tribe under subsection (a) shall be the*
10 *priority date of the Lake Elwell water right held by*
11 *the Bureau of Reclamation.*

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

15 *(c) ALLOCATION AGREEMENT.—*

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

21 *(2) INCLUSIONS.—The agreement under para-*
22 *graph (1) shall include provisions establishing that—*

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

1 (B) *the Tribe, and not the United States,*
2 *shall be entitled to all consideration due to the*
3 *Tribe under any lease, contract, or agreement en-*
4 *tered into by the Tribe pursuant to subsection*
5 *(d);*

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

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

12 (ii) *the expenditure of those funds;*

13 (D) *if the capacity or function of Lake*
14 *Elwell facilities are significantly reduced, or are*
15 *anticipated to be significantly reduced, for an*
16 *extended period of time, the Tribe shall have the*
17 *same rights as other storage contractors with re-*
18 *spect to the allocation under this section;*

19 (E) *the costs associated with the construc-*
20 *tion of the storage facilities at Tiber Dam allo-*
21 *cable to the Tribe shall be nonreimbursable;*

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

1 *delivered for use by the Tribe or under a lease,*
2 *contract, or by agreement entered into by the*
3 *Tribe pursuant to subsection (d);*

4 *(G) the Tribe shall not be required to make*
5 *payments to the United States for any water al-*
6 *located to the Tribe under this Act or the alloca-*
7 *tion agreement, except for each acre-foot of stored*
8 *water leased or transferred for industrial pur-*
9 *poses as described in subparagraph (H); and*

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

13 *(i) the Tribe shall pay annually to the*
14 *United States an amount necessary to cover*
15 *the proportional share of the annual oper-*
16 *ation, maintenance, and replacement costs*
17 *allocable to the quantity of water leased or*
18 *transferred by the Tribe for industrial pur-*
19 *poses; and*

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

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

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

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

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

13 (f) *NO CARRY-OVER STORAGE.*—*The allocation under*
14 *subsection (a) shall not be increased by any year-to-year*
15 *carryover storage.*

16 (g) *DEVELOPMENT AND DELIVERY COSTS.*—*The*
17 *United States shall not be required to pay the cost of devel-*
18 *oping or delivering any water allocated under this section.*

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

20 (a) *IN GENERAL.*—*Subject to the availability of appro-*
21 *priations, the Secretary, acting through the Commissioner*
22 *of Reclamation and in accordance with subsection (c), shall*
23 *carry out the following actions relating to the Blackfeet Ir-*
24 *rigation Project:*

25 (1) *Deferred maintenance.*

1 (2) *Dam safety improvements for Four Horns*
2 *Dam.*

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

5 (b) *LEAD AGENCY.—The Bureau of Reclamation shall*
6 *serve as the lead agency with respect to any activities car-*
7 *ried out under this section.*

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

10 (1) *IN GENERAL.—Subject to the conditions de-*
11 *scribed in paragraph (2), the scope of the deferred*
12 *maintenance activities and Four Horns Dam safety*
13 *improvements shall be as generally described in—*

14 (A) *the document entitled “Engineering*
15 *Evaluation and Condition Assessment, Blackfoot*
16 *Irrigation Project”, prepared by DOWL HKM,*
17 *and dated August 2007; and*

18 (B) *the provisions relating to Four Horns*
19 *Rehabilitated Dam of the document entitled*
20 *“Four Horns Dam Enlarged Appraisal Evalua-*
21 *tion Design Report”, prepared by DOWL HKM,*
22 *and dated April 2007.*

23 (2) *CONDITIONS.—The conditions referred to in*
24 *paragraph (1) are that, before commencing construc-*
25 *tion activities, the Secretary shall—*

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

3 (B) perform value engineering analyses;

4 (C) perform appropriate Federal environ-
5 mental compliance activities; and

6 (D) ensure that the deferred maintenance
7 activities and dam safety improvements may be
8 constructed using only the amounts made avail-
9 able under section 18.

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

12 (1) *IN GENERAL.—The scope of the rehabilitation*
13 *and improvements shall be as generally described in*
14 *the document entitled “Four Horns Feeder Canal Re-*
15 *habilitation with Export”, prepared by DOWL HKM,*
16 *and dated April 2013, subject to the condition that,*
17 *before commencing construction activities, the Sec-*
18 *retary shall—*

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

21 (B) perform value engineering analyses;

22 (C) perform appropriate Federal environ-
23 mental compliance activities; and

1 (D) ensure that the rehabilitation and im-
2 provements may be constructed using only the
3 amounts made available under section 18.

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

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

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

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

22 (3) *NEGOTIATION WITH TRIBE.*—On the basis of
23 the review described in paragraph (1)(A), the Sec-
24 retary shall negotiate with the Tribe appropriate
25 changes to the final design of any activity under this

1 *subsection to ensure that the final design meets appli-*
2 *cable industry standards.*

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

6 *(1) \$40,900,000 shall be allocated to carry out*
7 *the activities described in subsection (c); and*

8 *(2) \$14,000,000 shall be allocated to carry out*
9 *the activities described in subsection (d)(2).*

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

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

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

24 *(i) PROJECT EFFICIENCIES.—If the total cost of plan-*
25 *ning, design, and construction activities relating to the*

1 *projects described in this section results in cost savings and*
2 *is less than the amounts authorized to be obligated, the Sec-*
3 *retary, at the request of the Tribe, may—*

4 (1) *use those cost savings to carry out a project*
5 *described in section 7(d), 11, 12, or 13; or*

6 (2) *deposit those cost savings to the Blackfoot*
7 *OM&R Trust Account.*

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

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

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

18 (2) *enter into an agreement with the Bureau of*
19 *Indian Affairs regarding the operation of the facili-*
20 *ties described in that subsection.*

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

24 (m) *APPLICABILITY OF ISDEAA.—At the request of*
25 *the Tribe, and in accordance with the Indian Self-Deter-*

1 *mination and Education Assistance Act (25 U.S.C. 450 et*
2 *seq.), the Secretary shall enter into 1 or more agreements*
3 *with the Tribe to carry out this section.*

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

5 *(1) alters any applicable law (including regula-*
6 *tions) under which the Bureau of Indian Affairs col-*
7 *lects assessments or carries out Blackfeet Irrigation*
8 *Project OM&R; or*

9 *(2) impacts the availability of amounts made*
10 *available under subsections (a) and (b)(2) of section*
11 *18.*

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

13 *(a) IN GENERAL.—Subject to the availability of appro-*
14 *priations, the Secretary, acting through the Commissioner*
15 *of Reclamation, shall plan, design, and construct the water*
16 *diversion and delivery features of the MR&I System in ac-*
17 *cordance with 1 or more agreements between the Secretary*
18 *and the Tribe.*

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

23 *(c) SCOPE.—*

24 *(1) IN GENERAL.—The scope of the design and*
25 *construction under this section shall be as generally*

1 *described in the document entitled “Blackfeet Re-*
2 *gional Water System”, prepared by DOWL HKM,*
3 *dated June 2010, and modified by DOWL HKM in*
4 *the addendum to the report dated March 2013, subject*
5 *to the condition that, before commencing final design*
6 *and construction activities, the Secretary shall—*

7 *(A) review the design of the proposed reha-*
8 *ilitation and construction;*

9 *(B) perform value engineering analyses;*
10 *and*

11 *(C) perform appropriate Federal compli-*
12 *ance activities.*

13 *(2) NEGOTIATION WITH TRIBE.—On the basis of*
14 *the review described in paragraph (1)(A), the Sec-*
15 *retary shall negotiate with the Tribe appropriate*
16 *changes, if any, to the final design—*

17 *(A) to ensure that the final design meets ap-*
18 *plicable industry standards;*

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

21 *(C) to ensure that the MR&I System may*
22 *be constructed using only the amounts made*
23 *available under section 18.*

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 obligations in-
5 curred by the Secretary in carrying out this section shall
6 not exceed \$76,200,000.

7 (f) *NON-FEDERAL CONTRIBUTION.*—

8 (1) *CONSULTATION.*—Before completion of the
9 final design of the MR&I System required by sub-
10 section (c), the Secretary shall consult with the Tribe,
11 the State, and other affected non-Federal parties to
12 discuss the possibility of receiving non-Federal con-
13 tributions for the cost of the MR&I System.

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 by the parties described
18 in paragraph (1) to be appropriate, the Secretary
19 shall initiate negotiations for an agreement regarding
20 the means by which the contributions shall be pro-
21 vided.

22 (g) *OWNERSHIP BY TRIBE.*—Title to the MR&I Sys-
23 tem and all facilities rehabilitated or constructed under this
24 section shall be held by the Tribe.

1 (h) *ADMINISTRATION.*—*The Commissioner of Reclama-*
2 *tion and the Tribe shall negotiate the cost of any oversight*
3 *activity carried out by the Bureau of Reclamation under*
4 *any agreement entered into under this section, subject to*
5 *the condition that the total cost for the oversight shall not*
6 *exceed 4 percent of the total costs incurred under this sec-*
7 *tion.*

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

12 (j) *PROJECT EFFICIENCIES.*—*If the total cost of plan-*
13 *ning, design, and construction activities relating to the*
14 *projects described in this section results in cost savings and*
15 *is less than the amounts authorized to be obligated, the Sec-*
16 *retary, at the request of the Tribe, may—*

17 (1) *use those cost savings to carry out a project*
18 *described in section 7(d), 10, 11(a), 12, or 13; or*

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

21 (k) *APPLICABILITY OF ISDEAA.*—*At the request of the*
22 *Tribe, and in accordance with the Indian Self-Determina-*
23 *tion and Education Assistance Act (25 U.S.C. 450 et seq.),*
24 *the Secretary shall enter into 1 or more agreements with*
25 *the Tribe to carry out this section.*

1 **SEC. 12. DESIGN AND CONSTRUCTION OF WATER STORAGE**
2 **AND IRRIGATION FACILITIES.**

3 (a) *IN GENERAL.*—Subject to the availability of appro-
4 priations, the Secretary, acting through the Commissioner
5 of Reclamation, shall plan, design, and construct 1 or more
6 facilities to store water and support irrigation on the Res-
7 ervation in accordance with 1 or more agreements between
8 the Secretary and the Tribe.

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

13 (c) *SCOPE.*—

14 (1) *IN GENERAL.*—The scope of the design and
15 construction under this section shall be as generally
16 described in the document entitled “Blackfeet Water
17 Storage, Development, and Project Report”, prepared
18 by DOWL HKM, and dated December March 13,
19 2013, as modified and agreed to by the Secretary and
20 the Tribe, subject to the condition that, before com-
21 mencing final design and construction activities, the
22 Secretary shall—

23 (A) review the design of the proposed con-
24 struction;

25 (B) perform value engineering analyses;
26 and

1 (C) perform appropriate Federal compli-
2 ance activities.

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

6 (A) the modified project is—

7 (i) similar in purpose to the proposed
8 projects; and

9 (ii) consistent with the purposes of this
10 Act; and

11 (B) the Secretary has consulted with the
12 Tribe regarding any modification.

13 (3) *NEGOTIATION WITH TRIBE.*—On the basis of
14 the review described in paragraph (1)(A), the Sec-
15 retary shall negotiate with the Tribe appropriate
16 changes, if any, to the final design—

17 (A) to ensure that the final design meets ap-
18 plicable industry standards;

19 (B) to improve the cost-effectiveness of any
20 construction; and

21 (C) to ensure that the projects may be con-
22 structed using only the amounts made available
23 under section 18.

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 obligations in-
5 curred by the Secretary in carrying out this section shall
6 not exceed \$87,300,000.

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

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

19 (h) *OM&R COSTS.*—The Federal Government shall
20 have no obligation to pay for the operation, maintenance,
21 or replacement costs for the facilities rehabilitated or con-
22 structed under this section.

23 (i) *PROJECT EFFICIENCIES.*—If the total cost of plan-
24 ning, design, and construction activities relating to the
25 projects described in this section results in cost savings and

1 *is less than the amounts authorized to be obligated, the Sec-*
2 *retary, at the request of the Tribe, may—*

3 *(1) use those cost savings to carry out a project*
4 *described in section 7(d), 10, 11, or 13; or*

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

7 *(j) APPLICABILITY OF ISDEAA.—At the request of the*
8 *Tribe, and in accordance with the Indian Self-Determina-*
9 *tion and Education Assistance Act (25 U.S.C. 450 et seq.),*
10 *the Secretary shall enter into 1 or more agreements with*
11 *the Tribe to carry out this section.*

12 **SEC. 13. BLACKFEET WATER, STORAGE, AND DEVELOPMENT**
13 **PROJECTS.**

14 *(a) IN GENERAL.—*

15 *(1) SCOPE.—The scope of the construction under*
16 *this section shall be as generally described in the doc-*
17 *ument entitled “Blackfeet Water Storage, Develop-*
18 *ment, and Project Report”, prepared by DOWL*
19 *HKM, and dated March 13, 2013, as modified and*
20 *agreed to by the Secretary and the Tribe.*

21 *(2) MODIFICATION.—The Tribe may modify the*
22 *scope of the projects described in the document re-*
23 *ferred to in paragraph (1) if—*

24 *(A) the modified project is—*

25 *(i) similar to the proposed project; and*

1 (ii) consistent with the purposes of this
2 Act; and

3 (B) the modification is approved by the
4 Secretary.

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

8 (c) *FUNDING.*—The total amount of obligations in-
9 curred by the Secretary in carrying out this section shall
10 not exceed \$91,000,000.

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

15 (e) *OWNERSHIP BY TRIBE.*—Title to any facility con-
16 structed under this section shall be held by the Tribe.

17 **SEC. 14. EASEMENTS AND RIGHTS-OF-WAY.**

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

19 (1) *IN GENERAL.*—On request of the Secretary,
20 the Tribe shall grant, at no cost to the United States,
21 such easements and rights-of-way over tribal land as
22 are necessary for the construction of the projects au-
23 thorized by sections 10 and 11.

24 (2) *JURISDICTION.*—An easement or right-of-way
25 granted by the Tribe pursuant to paragraph (1) shall

1 *not affect in any respect the civil or criminal juris-*
2 *isdiction of the Tribe over the easement or right-of-way.*

3 **(b) LANDOWNER EASEMENTS AND RIGHTS-OF-WAY.—**

4 *In partial consideration for the construction activities au-*
5 *thorized by section 11, and as a condition of receiving serv-*
6 *ice from the MR&I System, a landowner shall grant, at*
7 *no cost to the United States or the Tribe, such easements*
8 *and rights-of-way over the land of the landowner as may*
9 *be necessary for the construction of the MR&I System.*

10 **(c) LAND ACQUIRED BY UNITED STATES OR TRIBE.—**

11 *Any land acquired within the boundaries of the Reservation*
12 *by the United States on behalf of the Tribe, or by the Tribe*
13 *on behalf of the Tribe, in connection with achieving the pur-*
14 *poses of this Act shall be held in trust by the United States*
15 *for the benefit of the Tribe.*

16 **SEC. 15. TRIBAL WATER RIGHTS.**

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

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

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

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

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

6 (1) *the potential risks, cost, and time delay asso-*
7 *ciated 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 **(c) TRUST STATUS OF TRIBAL WATER RIGHTS.**—*The*
17 *Tribal water rights—*

18 (1) *shall be held in trust by the United States for*
19 *the use and benefit of the Tribe and the allottees in*
20 *accordance with this Act; and*

21 (2) *shall not be subject to forfeiture or abandon-*
22 *ment.*

23 **(d) ALLOTTEES.**—

24 (1) **APPLICABILITY OF ACT OF FEBRUARY 8,**
25 *1887.*—*The provisions of section 7 of the Act of Feb-*

1 *ruary 8, 1887 (25 U.S.C. 381), relating to the use of*
2 *water for irrigation purposes shall apply to the Trib-*
3 *al water rights.*

4 (2) *ENTITLEMENT TO WATER.—Any entitlement*
5 *to water of an allottee under Federal law shall be sat-*
6 *isfied from the Tribal water rights.*

7 (3) *ALLOCATIONS.—An allottee shall be entitled*
8 *to a just and equitable allocation of water for irriga-*
9 *tion purposes.*

10 (4) *CLAIMS.—*

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

18 (B) *ACTION FOR RELIEF.—After the exhaus-*
19 *tion of all remedies available under the tribal*
20 *water code or other applicable tribal law, an al-*
21 *lottee may seek relief under section 7 of the Act*
22 *of February 8, 1887 (25 U.S.C. 381), or other*
23 *applicable law.*

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

4 *(e) AUTHORITY OF TRIBE.*—

5 (1) *IN GENERAL.*—*The Tribe shall have the au-*
6 *thority to allocate, distribute, and lease the Tribal*
7 *water rights for any use on the Reservation in accord-*
8 *ance with the Compact, this Act, and applicable Fed-*
9 *eral law.*

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

14 (3) *LAND LEASES BY ALLOTTEES.*—*Notwith-*
15 *standing paragraph (1), an allottee may lease any in-*
16 *terest in land held by the allottee, together with any*
17 *water right determined to be appurtenant to the in-*
18 *terest in land, in accordance with the tribal water*
19 *code.*

20 *(f) TRIBAL WATER CODE.*—

21 (1) *IN GENERAL.*—*Notwithstanding article*
22 *IV.C.1. of the Compact, not later than 4 years after*
23 *the date on which the Tribe ratifies the Compact in*
24 *accordance with this Act, the Tribe shall enact a trib-*
25 *al water code that provides for—*

1 (A) *the management, regulation, and gov-*
2 *ernance of all uses of the Tribal water rights in*
3 *accordance with the Compact and this Act; and*

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

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

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

14 (B) *a process by which an allottee may re-*
15 *quest that the Tribe provide water for irrigation*
16 *use in accordance with this Act, including the*
17 *provision of water under any allottee lease under*
18 *section 4 of the Act of June 25, 1910 (25 U.S.C.*
19 *403);*

20 (C) *a due process system for the consider-*
21 *ation and determination by the Tribe of any re-*
22 *quest by an allottee (or a successor in interest to*
23 *an allottee) for an allocation of water for irriga-*
24 *tion purposes on allotted land, including a proc-*
25 *ess 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 (D) a requirement that any allottee assert-
6 ing a claim relating to the enforcement of rights
7 of the allottee under the tribal water code, or to
8 the quantity of water allocated to land of the al-
9 lottee, shall exhaust all remedies available to the
10 allottee under tribal law before initiating an ac-
11 tion against the United States or petitioning the
12 Secretary pursuant to subsection (d)(4)(B).

13 (3) ACTION BY SECRETARY.—

14 (A) IN GENERAL.—During the period begin-
15 ning on the date of enactment of this Act and
16 ending on the date on which a tribal water code
17 described in paragraphs (1) and (2) is enacted,
18 the Secretary shall administer, with respect to
19 the rights of allottees, the Tribal water rights in
20 accordance with this Act.

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

1 (i) *the provisions of the tribal water*
2 *code required by paragraph (2) are ap-*
3 *proved by the Secretary; and*

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

7 (C) *APPROVAL PERIOD.—*

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

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

17 (g) *ADMINISTRATION.—*

18 (1) *NO ALIENATION.—The Tribe shall not perma-*
19 *nently alienate any portion of the Tribal water*
20 *rights.*

21 (2) *PURCHASES OR GRANTS OF LAND FROM INDI-*
22 *ANS.—An authorization provided by this Act for the*
23 *allocation, distribution, leasing, or other arrangement*
24 *entered into pursuant to this Act shall be considered*
25 *to satisfy any requirement for authorization of the ac-*

1 *tion by treaty or convention imposed by section 2116*
2 *of the Revised Statutes (25 U.S.C. 177).*

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

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

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

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

16 **SEC. 16. BLACKFEET SETTLEMENT TRUST FUND.**

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

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

3 (1) *The Administration and Energy Account.*

4 (2) *The OM&R Account.*

5 (3) *The St. Mary Account.*

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

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

10 (1) *in the Administration and Energy Account,*
11 *the amount made available pursuant to section*
12 *18(a)(1)(A);*

13 (2) *in the OM&R Account, the amount made*
14 *available pursuant to section 18(a)(1)(B);*

15 (3) *in the St. Mary Account, the amount made*
16 *available pursuant to section 18(a)(1)(C); and*

17 (4) *in the Blackfeet Water, Storage, and Develop-*
18 *ment Projects Account, the amount made available*
19 *pursuant to section 18(a)(1)(D).*

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

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

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

4 (3) *this section.*

5 (e) *AVAILABILITY OF AMOUNTS.—*

6 (1) *IN GENERAL.—Amounts appropriated to,*
7 *and deposited in, the Trust Fund, including any in-*
8 *vestment earnings, shall be made available to the*
9 *Tribe by the Secretary beginning on the enforceability*
10 *date.*

11 (2) *FUNDING FOR TRIBAL IMPLEMENTATION AC-*
12 *TIVITIES.—Notwithstanding paragraph (1), on ap-*
13 *proval pursuant to this Act and the Compact by a*
14 *referendum vote of a majority of votes cast by mem-*
15 *bers of the Tribe on the day of the vote, as certified*
16 *by the Secretary and the Tribe and subject to the*
17 *availability of appropriations, of the amounts in the*
18 *Administration and Energy Account, \$4,800,000 shall*
19 *be made available to the Tribe for the implementation*
20 *of this Act.*

21 (f) *WITHDRAWALS UNDER AIFRMRA.—*

22 (1) *IN GENERAL.—The Tribe may withdraw any*
23 *portion of the funds in the Trust Fund on approval*
24 *by the Secretary of a tribal management plan sub-*
25 *mitted by the Tribe in accordance with the American*

1 *Indian Trust Fund Management Reform Act of 1994*
2 *(25 U.S.C. 4001 et seq.).*

3 (2) *REQUIREMENTS.*—

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

11 (B) *ENFORCEMENT.*—*The Secretary may*
12 *carry out such judicial and administrative ac-*
13 *tions as the Secretary determines to be necessary*
14 *to enforce the tribal management plan to ensure*
15 *that amounts withdrawn by the Tribe from the*
16 *Trust Fund under this subsection are used in ac-*
17 *cordance with this Act.*

18 (g) *WITHDRAWALS UNDER EXPENDITURE PLAN.*—

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

22 (2) *REQUIREMENTS.*—*To be eligible to withdraw*
23 *funds under an expenditure plan under paragraph*
24 *(1), the Tribe shall submit to the Secretary for ap-*
25 *proval an expenditure plan for any portion of the*

1 *Trust Fund that the Tribe elects to withdraw pursu-*
2 *ant to this subsection, subject to the condition that the*
3 *funds shall be used for the purposes described in this*
4 *Act.*

5 (3) *INCLUSIONS.*—*An expenditure plan under*
6 *this subsection shall include a description of the man-*
7 *ner and purpose for which the amounts proposed to*
8 *be withdrawn from the Trust Fund will be used by*
9 *the Tribe, in accordance with subsection (h).*

10 (4) *APPROVAL.*—*On receipt of an expenditure*
11 *plan under this subsection, the Secretary shall ap-*
12 *prove the plan, if the Secretary determines that the*
13 *plan—*

14 (A) *is reasonable; and*

15 (B) *is consistent with, and will be used for,*
16 *the purposes of this Act.*

17 (5) *ENFORCEMENT.*—*The Secretary may carry*
18 *out such judicial and administrative actions as the*
19 *Secretary determines to be necessary to enforce an ex-*
20 *penditure plan to ensure that amounts disbursed*
21 *under this subsection are used in accordance with this*
22 *Act.*

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

1 (ii) acknowledging that the Secretary
2 will not be able to distribute funds under
3 subparagraph (A) indefinitely if the prin-
4 cipal funds in the account are reduced.

5 (4) *The Blackfeet Water, Storage, and Develop-*
6 *ment Projects Account shall be used to carry out sec-*
7 *tion 13.*

8 (i) *LIABILITY.—The Secretary and the Secretary of the*
9 *Treasury shall not be liable for the expenditure or invest-*
10 *ment of any amounts withdrawn from the Trust Fund by*
11 *the Tribe under subsection (f) or (g).*

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

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

19 **SEC. 17. BLACKFEET WATER SETTLEMENT IMPLEMENTA-**
20 **TION FUND.**

21 (a) *ESTABLISHMENT.—There is established in the*
22 *Treasury of the United States a nontrust, interest-bearing*
23 *account, to be known as the “Blackfeet Water Settlement*
24 *Implementation Fund” (referred to in this section as the*
25 *“Implementation Fund”), to be managed and distributed*

1 *by the Secretary, for use by the Secretary for carrying out*
2 *this Act.*

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

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

7 (2) *The Blackfeet Irrigation Project Deferred*
8 *Maintenance and Four Horns Dam Safety Improve-*
9 *ments Account.*

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

12 (c) *DEPOSITS.—The Secretary shall deposit in the Im-*
13 *plementation Fund—*

14 (1) *in the MR&I System, Irrigation, and Water*
15 *Storage Account, the amount made available pursu-*
16 *ant to section 18(a)(2)(A);*

17 (2) *in the Blackfeet Irrigation Project Deferred*
18 *Maintenance and Four Horns Dam Safety Improve-*
19 *ments Account, the amount made available pursuant*
20 *to section 18(a)(2)(B); and*

21 (3) *in the St. Mary/Milk Water Management*
22 *and Activities Fund, the amount made available pur-*
23 *suant to section 18(a)(2)(C).*

24 (d) *USES.—*

1 (1) *MR&I SYSTEM, IRRIGATION, AND WATER*
2 *STORAGE ACCOUNT.—The MR&I System, Irrigation,*
3 *and Water Storage Account shall be used to carry out*
4 *sections 11 and 12.*

5 (2) *BLACKFEET IRRIGATION PROJECT DEFERRED*
6 *MAINTENANCE AND FOUR HORNS DAM SAFETY IM-*
7 *PROVEMENTS ACCOUNT.—The Blackfeet Irrigation*
8 *Project Deferred Maintenance and Four Horns Dam*
9 *Safety Improvements Account shall be used to carry*
10 *out section 10.*

11 (3) *ST. MARY/MILK WATER MANAGEMENT AND*
12 *ACTIVITIES ACCOUNT.—The St. Mary/Milk Water*
13 *Management and Activities Account shall be used to*
14 *carry out sections 5 and 7.*

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

18 **SEC. 18. AUTHORIZATION OF APPROPRIATIONS.**

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

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

1 (A) for deposit in the Administration and
2 Energy Account of the Blackfeet Settlement Trust
3 Fund established under section 16(b)(1),
4 \$28,900,000;

5 (B) for deposit in the OM&R Account of the
6 Blackfeet Settlement Trust Fund established
7 under section 16(b)(2), \$28,760,000;

8 (C) for deposit in the St. Mary Account of
9 the Blackfeet Settlement Trust Fund established
10 under section 16(b)(3), \$27,800,000; and

11 (D) for deposit in the Blackfeet Water, Stor-
12 age, and Development Projects Account of the
13 Blackfeet Settlement Trust Fund established
14 under section 16(b)(4), \$91,000,000; and

15 (2) as adjusted on appropriation to reflect
16 changes in the Bureau of Reclamation Construction
17 Cost Trends Index dated April 2010 for the amount
18 appropriated—

19 (A) for deposit in the MR&I System, Irri-
20 gation, and Water Storage Account of the Black-
21 feet Water Settlement Implementation Fund es-
22 tablished under section 17(b)(1), \$163,500,000;

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

1 *the Four Horns Feeder Canal, Dam, and Res-*
2 *ervoir Improvements Account of the Blackfeet*
3 *Water Settlement Implementation Fund estab-*
4 *lished under section 17(b)(2), \$54,900,000, of*
5 *which—*

6 *(i) \$40,900,000 shall be made available*
7 *for activities and projects under section*
8 *10(c); and*

9 *(ii) \$14,000,000 shall be made avail-*
10 *able for activities and projects under section*
11 *10(d)(2).*

12 *(C) for deposit in the St. Mary/Milk Water*
13 *Management and Activities Account of the*
14 *Blackfeet Water Settlement Implementation*
15 *Fund established under section 17(b)(3),*
16 *\$28,100,000, of which—*

17 *(i) \$27,600,000 shall be allocated in*
18 *accordance with section 7(g); and*

19 *(ii) \$500,000 shall be used to carry out*
20 *section 5.*

21 ***(b) ADJUSTMENTS.—***

22 ***(1) IN GENERAL.—****The adjustment of the*
23 *amounts authorized to be appropriated pursuant to*
24 *subsection (a) shall occur each time an amount is ap-*
25 *propriated for an account and shall add to, or sub-*

1 tract from, as applicable, the total amount author-
2 ized.

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

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

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

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

13 **SEC. 19. WATER RIGHTS IN LEWIS AND CLARK NATIONAL**
14 **FOREST AND GLACIER NATIONAL PARK.**

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

18 (1) *are confirmed; and*

19 (2) *shall be as described in the document entitled*
20 *“Stipulation to Address Claims by and for the Ben-*
21 *efit of the Blackfeet Indian Tribe to Water Rights in*
22 *the Lewis & Clark National Forest and Glacier Na-*
23 *tional Park” and as finally decreed by the Montana*
24 *Water Court, or, if the Montana Water Court is found*

1 *to lack jurisdiction, by the United States district*
2 *court with jurisdiction.*

3 **SEC. 20. WAIVERS AND RELEASES OF CLAIMS.**

4 *(a) IN GENERAL.—*

5 *(1) CLAIMS BY TRIBE AND UNITED STATES AS*
6 *TRUSTEE FOR TRIBE.—Subject to the retention of*
7 *rights and claims under subsection (c), as consider-*
8 *ation for recognition of the Tribal water rights and*
9 *other benefits as described in the Compact and this*
10 *Act, the Tribe, acting on behalf of the Tribe and mem-*
11 *bers of the Tribe (but not any member of the Tribe*
12 *in the capacity of the member as an allottee), and the*
13 *United States, acting as trustee for the Tribe and the*
14 *members of the Tribe (but not any member of the*
15 *Tribe in the capacity of the member as an allottee),*
16 *shall execute a waiver and release of all claims for*
17 *water rights within the State that the Tribe, or the*
18 *United States acting as trustee for the Tribe, asserted*
19 *or could have asserted in any proceeding, including*
20 *a State stream adjudication, on or before the enforce-*
21 *ability date, except to the extent that such rights are*
22 *recognized in the Compact and this Act.*

23 *(2) CLAIMS BY UNITED STATES AS TRUSTEE FOR*
24 *ALLOTTEES.—Subject to the retention of rights and*
25 *claims under subsection (c), as consideration for rec-*

1 *ognition of the Tribal water rights and other benefits*
2 *as described in the Compact and this Act, the United*
3 *States, acting as trustee for allottees, shall execute a*
4 *waiver and release of all claims for water rights with-*
5 *in the Reservation that the United States, acting as*
6 *trustee for the allottees, asserted or could have asserted*
7 *in any proceeding, including a State stream adju-*
8 *dication, on or before the enforceability date, except to*
9 *the extent that such rights are recognized in the Com-*
10 *compact and this Act.*

11 (3) *CLAIMS BY TRIBE AGAINST UNITED*
12 *STATES.—Subject to the retention of rights and*
13 *claims under subsection (c), the Tribe, acting on be-*
14 *half of the Tribe and members of the Tribe (but not*
15 *any member of the Tribe in the capacity of the mem-*
16 *ber as an allottee), shall execute a waiver and release*
17 *of all claims against the United States (including*
18 *any agency or employee of the United States)—*

19 (A) *relating to—*

20 (i) *claims for water rights within the*
21 *State that the United States, acting as*
22 *trustee for the Tribe, asserted or could have*
23 *asserted in any proceeding, including a*
24 *stream adjudication in the State, except to*

1 *the extent that such rights are recognized as*
2 *Tribal water rights under this Act;*

3 *(ii) damage, loss, or injury to water,*
4 *water rights, land, or natural resources due*
5 *to loss of water or water rights (including*
6 *damages, losses, or injuries to hunting, fish-*
7 *ing, gathering, or cultural rights due to loss*
8 *of water or water rights, claims relating to*
9 *interference with, diversion, or taking of*
10 *water, or claims relating to failure to pro-*
11 *tect, acquire, replace, or develop water,*
12 *water rights, or water infrastructure) with-*
13 *in the State that first accrued at any time*
14 *on or before the enforceability date;*

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

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

23 *(v) the litigation of claims relating to*
24 *the water rights of the Tribe in the State;*
25 *or*

1 (vi) *the negotiation, execution, or*
2 *adoption of the Compact (including exhib-*
3 *its) or this Act;*

4 (B) *reserved in subsections (b) through (d)*
5 *of section 6 of the settlement for the case styled*
6 *Blackfeet Tribe v. United States, No. 02–127L*
7 *(Fed. Cl. 2012); and*

8 (C) *that first accrued at any time on or be-*
9 *fore the enforceability date—*

10 (i) *arising from the taking or acquisi-*
11 *tion of the land of the Tribe or resources for*
12 *the construction of the features of the St.*
13 *Mary Unit of the Milk River Project;*

14 (ii) *relating to the construction, oper-*
15 *ation, and maintenance of the St. Mary*
16 *Unit of the Milk River Project, including*
17 *Sherburne Dam, St. Mary Diversion Dam,*
18 *St. Mary Canal and associated infrastruc-*
19 *ture, and the management of flows in*
20 *Swiftcurrent Creek, including the diversion*
21 *of Swiftcurrent Creek into Lower St. Mary*
22 *Lake;*

23 (iii) *relating to the construction, oper-*
24 *ation, and management of Lower Two Med-*
25 *icine Dam and Reservoir and Four Horns*

1 *Dam and Reservoir, including any claim*
2 *relating to the failure to provide dam safety*
3 *improvements for Four Horns Reservoir; or*
4 *(iv) relating to the allocation of waters*
5 *of the Milk River and St. Mary River (in-*
6 *cluding tributaries) between the United*
7 *States and Canada pursuant to the Inter-*
8 *national Boundary Waters Treaty of 1909*
9 *(36 Stat. 2448).*

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

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

17 **(1) all claims relating to—**

18 **(A) enforcement of, or claims accruing after**
19 *the enforceability date relating to water rights*
20 *recognized under, the Compact, any final decree,*
21 *or this Act;*

22 **(B) activities affecting the quality of water,**
23 *including any claim the Tribe may have*
24 *under—*

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

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

7 (iii) *the Federal Water Pollution Con-*
8 *trol Act (33 U.S.C. 1251 et seq.) (commonly*
9 *referred to as the “Clean Water Act”); and*

10 (iv) *any regulations implementing the*
11 *Acts described in clauses (i) through (iii);*

12 or

13 (C) *damage, loss, or injury to land or nat-*
14 *ural resources that are not due to loss of water*
15 *or water rights (including hunting, fishing, gath-*
16 *ering, or cultural rights);*

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

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

22 (d) *EFFECT OF COMPACT AND ACT.—Nothing in the*
23 *Compact or this Act—*

24 (1) *affects the ability of the United States, acting*
25 *as a sovereign, to take any action authorized by law*

1 *(including any law relating to health, safety, or the*
2 *environment), including—*

3 *(A) the Comprehensive Environmental Re-*
4 *sponse, Compensation, and Liability Act of 1980*
5 *(42 U.S.C. 9601 et seq.);*

6 *(B) the Safe Drinking Water Act (42 U.S.C.*
7 *300f et seq.);*

8 *(C) the Federal Water Pollution Control Act*
9 *(33 U.S.C. 1251 et seq.) (commonly referred to*
10 *as the “Clean Water Act”); and*

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

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

16 *(3) confers jurisdiction on any State court—*

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

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

22 *or*

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

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

4 (5) *revives any claim waived by the Tribe in the*
5 *case styled Blackfeet Tribe v. United States, No. 02–*
6 *127L (Fed. Cl. 2012); or*

7 (6) *revives any claim released by an allottee or*
8 *a tribal member in the settlement for the case styled*
9 *Cobell v. Salazar, No. 1:96CV01285–JR (D.D.C.*
10 *2012).*

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

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

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

21 (2) *all amounts authorized under section 18(a)*
22 *have been appropriated;*

23 (3) *the agreements required by subsections 6(c),*
24 *7(f), and 9(c) have been executed;*

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

6 (5) *the members of the Tribe have voted to ap-*
7 *prove this Act and the Compact by a majority of*
8 *votes cast on the day of the vote, as certified by the*
9 *Secretary and the Tribe;*

10 (6) *the Secretary has fulfilled the requirements of*
11 *section 9(a);*

12 (7) *the agreement or terms and conditions re-*
13 *ferred to in section 5 are executed and final; and*

14 (8) *the waivers and releases described in sub-*
15 *section (a) have been executed by the Tribe and the*
16 *Secretary.*

17 (f) *TOLLING OF CLAIMS.—*

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

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

5 (g) *EXPIRATION.*—*If all appropriations authorized by*
6 *this Act have not been made available to the Secretary by*
7 *January 21, 2026, the waivers and releases described in this*
8 *section shall—*

9 (1) *expire; and*

10 (2) *have no further force or effect.*

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

13 (1) *the approval of the United States of the Com-*
14 *compact under section 4 shall no longer be effective;*

15 (2) *any unexpended Federal funds appropriated*
16 *or made available to carry out the activities author-*
17 *ized by this Act, together with any interest earned on*
18 *those funds, and any water rights or contracts to use*
19 *water and title to other property acquired or con-*
20 *structed with Federal funds appropriated or made*
21 *available to carry out the activities authorized under*
22 *this Act shall be returned to the Federal Government,*
23 *unless otherwise agreed to by the Tribe and the*
24 *United States and approved by Congress; and*

1 (3) *except for Federal funds used to acquire or*
2 *develop property that is returned to the Federal Gov-*
3 *ernment under paragraph (2), the United States shall*
4 *be entitled to offset any Federal funds appropriated*
5 *or made available to carry out the activities author-*
6 *ized under this Act that were expended or withdrawn,*
7 *together with any interest accrued, against any*
8 *claims against the United States relating to water*
9 *rights in the State asserted by the Tribe or any user*
10 *of the Tribal water rights or in any future settlement*
11 *of the water rights of the Tribe or an allottee.*

12 (i) *WITHDRAWAL OF OBJECTIONS.—The Tribe shall*
13 *withdraw all objections to the water rights claims filed by*
14 *the United States for the benefit of the Milk River Project,*
15 *subject to the agreement between the United States and the*
16 *Tribe.*

17 **SEC. 21. SATISFACTION OF CLAIMS.**

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

21 (1) *claims of the Tribe against the United States*
22 *waived and released pursuant to section 20(a); and*

23 (2) *objections withdrawn pursuant to section*
24 *20(i).*

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

4 (1) *all claims waived and released pursuant to*
5 *section 20(a)(2); and*

6 (2) *any claim of an allottee against the United*
7 *States similar in nature to a claim described in sec-*
8 *tion 20(a)(2) that the allottee asserted or could have*
9 *asserted.*

10 **SEC. 22. MISCELLANEOUS PROVISIONS.**

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

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

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

24 (1) *the United States shall not submit against*
25 *that land any claim for reimbursement of the cost to*

1 *the United States of carrying out this Act or the*
2 *Compact; and*

3 (2) *no assessment of that land shall be made re-*
4 *garding that cost.*

5 (d) *LIMITATION ON LIABILITY OF UNITED STATES.—*

6 (1) *IN GENERAL.—The United States has no ob-*
7 *ligation—*

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

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

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

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

23 (f) *EFFECT ON RECLAMATION LAWS.—The activities*
24 *carried out by the Commissioner of Reclamation under this*
25 *Act shall not establish a precedent or impact the authority*

1 *provided under any other provision of the reclamation laws,*
2 *including—*

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

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

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

13 *(h) BIRCH CREEK AGREEMENT APPROVAL.—The*
14 *Birch Creek Agreement is approved to the extent that the*
15 *Birch Creek Agreement requires approval under section*
16 *2116 of the Revised Statutes (25 U.S.C. 177).*

17 *(i) LIMITATION ON EFFECT.—Nothing in this Act or*
18 *the Compact—*

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

21 *(2) addresses or implies whether, how, or to what*
22 *extent the Tribal water rights, or any portion of the*
23 *Tribal water rights, should be accounted for as part*
24 *of, or otherwise charged against, an allocation or ap-*

1 *portionment of water made to a State in an interstate*
2 *allocation or apportionment.*

3 **SEC. 23. REPEAL ON FAILURE TO MEET ENFORCEABILITY**

4 **DATE.**

5 *If the Secretary fails to publish a statement of findings*
6 *under section 20(e) by not later than January 21, 2025,*
7 *or such alternative later date as is agreed to by the Tribe*
8 *and the Secretary, after reasonable notice to the State, as*
9 *applicable—*

10 (1) *this Act is repealed effective on the later of—*

11 (A) *January 22, 2025; and*

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

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

17 (3) *any amounts made available under section*
18 *18, together with any interest on those amounts, that*
19 *remain unexpended shall immediately revert to the*
20 *general fund of the Treasury; and*

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

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

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

7 **SEC. 24. ANTIDEFICIENCY.**

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

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

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

20 **SEC. 25. OFFSETS.**

21 *If insufficient funds are appropriated to carry out this*
22 *Act for a fiscal year, the Secretary may use to carry out*
23 *this Act such amounts as are necessary from other amounts*
24 *made available to the Secretary for that fiscal year that*
25 *are not otherwise obligated.*