

118TH CONGRESS
1ST SESSION

S. 1987

To provide for the settlement of the water rights claims of the Fort Belknap Indian Community, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JUNE 14, 2023

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

A BILL

To provide for the settlement of the water rights claims of the Fort Belknap Indian Community, and for other purposes.

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

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Fort Belknap Indian
5 Community Water Rights Settlement Act of 2023”.

6 **SEC. 2. PURPOSES.**

7 The purposes of this Act are—

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

1 (A) the Fort Belknap Indian Community
2 of the Fort Belknap Reservation of Montana;
3 and

4 (B) the United States, acting as trustee
5 for the Fort Belknap Indian Community and
6 allottees;

7 (2) to authorize, ratify, and confirm the water
8 rights compact entered into by the Fort Belknap In-
9 dian Community and the State, to the extent that
10 the Compact is consistent with this Act;

11 (3) to authorize and direct the Secretary—

12 (A) to execute the Compact; and

13 (B) to take any other actions necessary to
14 carry out the Compact in accordance with this
15 Act;

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

18 (5) to authorize the exchange and transfer of
19 certain Federal and State land.

20 **SEC. 3. DEFINITIONS.**

21 In this Act:

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

25 (A) located within the Reservation; and

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

2 (2) BLACKFEET TRIBE.—The term “Blackfeet
3 Tribe” means the Blackfeet Tribe of the Blackfeet
4 Indian Reservation of Montana.

5 (3) CERCLA.—The term “CERCLA” means the
6 Comprehensive Environmental Response, Compensa-
7 tion, and Liability Act of 1980 (42 U.S.C. 9601 et
8 seq.).

9 (4) COMMISSIONER.—The term “Commis-
10 sioner” means the Commissioner of Reclamation.

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

12 (A) the Fort Belknap-Montana water
13 rights compact dated April 16, 2001, as con-
14 tained in section 85–20–1001 of the Montana
15 Code Annotated (2021); and

16 (B) any appendix (including appendix
17 amendments), part, or amendment to the Com-
18 pact that is executed to make the Compact con-
19 sistent with this Act.

20 (6) ENFORCEABILITY DATE.—The term “en-
21 forceability date” means the date described in sec-
22 tion 11(f).

23 (7) FORT BELKNAP INDIAN COMMUNITY.—The
24 term “Fort Belknap Indian Community” means the
25 Gros Ventre and Assiniboine Tribes of the Fort

1 Belknap Reservation of Montana, a federally recog-
2 nized Indian Tribal entity included on the list pub-
3 lished by the Secretary pursuant to section 104(a)
4 of the Federally Recognized Indian Tribe List Act of
5 1994 (25 U.S.C. 5131(a)).

6 (8) FORT BELKNAP INDIAN COMMUNITY COUN-
7 CIL.—The term “Fort Belknap Indian Community
8 Council” means the governing body of the Fort
9 Belknap Indian Community.

10 (9) FORT BELKNAP INDIAN IRRIGATION
11 PROJECT.—

12 (A) IN GENERAL.—The term “Fort
13 Belknap Indian Irrigation Project” means the
14 Federal Indian irrigation project constructed
15 and operated by the Bureau of Indian Affairs,
16 consisting of the Milk River unit, including—

17 (i) the Three Mile unit; and

18 (ii) the White Bear unit.

19 (B) INCLUSIONS.—The term “Fort
20 Belknap Indian Irrigation Project” includes any
21 addition to the Fort Belknap Indian Irrigation
22 Project constructed pursuant to this Act, in-
23 cluding expansion of the Fort Belknap Indian
24 Irrigation Project, the Pumping Plant, delivery

1 Pipe and Canal, the Fort Belknap Reservoir
2 and Dam, and the Peoples Creek Flood Project.

3 (10) IMPLEMENTATION FUND.—The term “Im-
4 plementation Fund” means the Fort Belknap Indian
5 Community Water Settlement Implementation Fund
6 established by section 13(a).

7 (11) INDIAN TRIBE.—The term “Indian Tribe”
8 has the meaning given the term in section 4 of the
9 Indian Self-Determination and Education Assistance
10 Act (25 U.S.C. 5304).

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

18 (13) MALTA IRRIGATION DISTRICT.—The term
19 “Malta Irrigation District” means the public cor-
20 poration—

21 (A) created on December 28, 1923, pursu-
22 ant to the laws of the State relating to irriga-
23 tion districts; and

24 (B) headquartered in Malta, Montana.

1 (14) MILK RIVER.—The term “Milk River”
2 means the mainstem of the Milk River and each
3 tributary of the Milk River between the headwaters
4 of the Milk River and the confluence of the Milk
5 River with the Missouri River, consisting of—

6 (A) Montana Water Court Basins 40F,
7 40G, 40H, 40I, 40J, 40K, 40L, 40M, 40N, and
8 40O; and

9 (B) the portion of the Milk River and each
10 tributary of the Milk River that flows through
11 the Canadian Provinces of Alberta and Sas-
12 katchewan.

13 (15) MILK RIVER PROJECT.—

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

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

24 (i) the St. Mary Unit;

1 (ii) the Fresno Dam and Reservoir;

2 and

3 (iii) the Dodson pumping unit.

4 (16) MISSOURI RIVER BASIN.—The term “Mis-
5 souri River Basin” means the hydrologic basin of
6 the Missouri River, including tributaries.

7 (17) OPERATIONS AND MAINTENANCE.—The
8 term “operations and maintenance” means the Bu-
9 reau of Indian Affairs operations and maintenance
10 activities related to costs described in section
11 171.500 of title 25, Code of Federal Regulations (or
12 a successor regulation).

13 (18) OPERATIONS, MAINTENANCE, AND RE-
14 PLACEMENT.—The term “operations, maintenance,
15 and replacement” means—

16 (A) any recurring or ongoing activity asso-
17 ciated with the day-to-day operation of a
18 project;

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

21 (C) any activity relating to repairing, re-
22 placing, or rehabilitating a feature of a project.

23 (19) PICK-SLOAN MISSOURI RIVER BASIN PRO-
24 GRAM.—The term “Pick-Sloan Missouri River Basin
25 Program” means the Pick-Sloan Missouri River

1 Basin Program (authorized by section 9 of the Act
2 of December 22, 1944 (commonly known as the
3 “Flood Control Act of 1944”) (58 Stat. 891, chapter
4 665)).

5 (20) PMM.—The term “PMM” means the
6 Principal Meridian, Montana.

7 (21) RESERVATION.—

8 (A) IN GENERAL.—The term “Reserva-
9 tion” means the area of the Fort Belknap Res-
10 ervation in the State, as modified by this Act.

11 (B) INCLUSIONS.—The term “Reserva-
12 tion” includes—

13 (i) all land and interests in land es-
14 tablished by—

15 (I) the Agreement with the Gros
16 Ventre and Assiniboine Tribes of the
17 Fort Belknap Reservation, ratified by
18 the Act of May 1, 1888 (25 Stat. 113,
19 chapter 212), as modified by the
20 Agreement with the Indians of the
21 Fort Belknap Reservation of October
22 9, 1895 (ratified by the Act of June
23 10, 1896) (29 Stat. 350, chapter
24 398);

1 (II) the Act of March 3, 1921
2 (41 Stat. 1355, chapter 135); and

3 (III) Public Law 94–114 (25
4 U.S.C. 5501 et seq.);

5 (ii) the land known as the “Hancock
6 lands” purchased by the Fort Belknap In-
7 dian Community pursuant to the Fort
8 Belknap Indian Community Council Reso-
9 lution No. 234–89 (October 2, 1989); and

10 (iii) all land transferred to the United
11 States to be held in trust for the benefit of
12 the Fort Belknap Indian Community under
13 section 6.

14 (22) SECRETARY.—The term “Secretary”
15 means the Secretary of the Interior.

16 (23) ST. MARY UNIT.—

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

21 (B) INCLUSIONS.—The term “St. Mary
22 Unit” includes—

23 (i) Sherburne Dam and Reservoir;

24 (ii) Swift Current Creek Dike;

25 (iii) Lower St. Mary Lake;

1 (iv) St. Mary Canal Diversion Dam;

2 and

3 (v) St. Mary Canal and appur-

4 tenances.

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

7 (25) TRIBAL WATER CODE.—The term “Tribal
8 water code” means the Tribal water code enacted by
9 the Fort Belknap Indian Community pursuant to
10 section 5(g).

11 (26) TRIBAL WATER RIGHTS.—The term “Trib-
12 al water rights” means the water rights of the Fort
13 Belknap Indian Community, as described in Article
14 III of the Compact and this Act, including the allo-
15 cation of water to the Fort Belknap Indian Commu-
16 nity from Lake Elwell under section 7.

17 (27) TRUST FUND.—The term “Trust Fund”
18 means the Aaniiih Nakoda Settlement Trust Fund
19 established for the Fort Belknap Indian Community
20 under section 12(a).

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

22 (a) RATIFICATION OF COMPACT.—

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

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

5 (b) EXECUTION.—

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

11 (2) MODIFICATIONS.—Nothing in this Act pre-
12 cludes the Secretary from approving any modifica-
13 tion to an appendix to the Compact that is con-
14 sistent with this Act, to the extent that the modifica-
15 tion does not otherwise require congressional ap-
16 proval under section 2116 of the Revised Statutes
17 (25 U.S.C. 177) or any other applicable provision of
18 Federal law.

19 (c) ENVIRONMENTAL COMPLIANCE.—

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

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

1 (B) the National Environmental Policy Act
2 of 1969 (42 U.S.C. 4321 et seq.), including the
3 implementing regulations of that Act; and

4 (C) other applicable Federal environmental
5 laws and regulations.

6 (2) COMPLIANCE.—

7 (A) IN GENERAL.—In implementing the
8 Compact and this Act, the Fort Belknap Indian
9 Community shall prepare any necessary envi-
10 ronmental documents, consistent with all appli-
11 cable provisions of—

12 (i) the Endangered Species Act of
13 1973 (16 U.S.C. 1531 et seq.);

14 (ii) the National Environmental Policy
15 Act of 1969 (42 U.S.C. 4231 et seq.), in-
16 cluding the implementing regulations of
17 that Act; and

18 (iii) all other applicable Federal envi-
19 ronmental laws and regulations.

20 (B) AUTHORIZATIONS.—The Secretary
21 shall—

22 (i) independently evaluate the docu-
23 mentation submitted under subparagraph
24 (A); and

1 (ii) be responsible for the accuracy,
2 scope, and contents of that documentation.

3 (3) EFFECT OF EXECUTION.—The execution of
4 the Compact by the Secretary under this section
5 shall not constitute a major Federal action for pur-
6 poses of the National Environmental Policy Act of
7 1969 (42 U.S.C. 4321 et seq.).

8 (4) COSTS.—Any costs associated with the per-
9 formance of the compliance activities under this sub-
10 section shall be paid from funds deposited in the
11 Trust Fund, subject to the condition that any costs
12 associated with the performance of Federal approval
13 or other review of such compliance work or costs as-
14 sociated with inherently Federal functions shall re-
15 main the responsibility of the Secretary.

16 **SEC. 5. 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 be-
24 tween the Compact and this Act, this Act shall con-
25 trol.

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

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

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

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

13 (4) the applicability of section 7 of the Act of
14 February 8, 1887 (24 Stat. 390, chapter 119; 25
15 U.S.C. 381), and this Act to protect the interests of
16 allottees.

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

19 (1) shall be held in trust by the United States
20 for the use and benefit of the Fort Belknap Indian
21 Community and allottees in accordance with this
22 Act; and

23 (2) shall not be subject to loss through non-use,
24 forfeiture, or abandonment.

25 (d) ALLOTTEES.—

1 (1) APPLICABILITY OF THE ACT OF FEBRUARY
2 8, 1887.—The provisions of section 7 of the Act of
3 February 8, 1887 (24 Stat. 390, chapter 119; 25
4 U.S.C. 381), relating to the use of water for irriga-
5 tion purposes, shall apply to the Tribal water rights.

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

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

12 (4) CLAIMS.—

13 (A) EXHAUSTION OF REMEDIES.—Before
14 asserting any claim against the United States
15 under section 7 of the Act of February 8, 1887
16 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or
17 any other applicable law, an allottee shall ex-
18 haust remedies available under the Tribal water
19 code or other applicable Tribal law.

20 (B) ACTION FOR RELIEF.—After the ex-
21 haustion of all remedies available under the
22 Tribal water code or other applicable Tribal
23 law, an allottee may seek relief under section 7
24 of the Act of February 8, 1887 (24 Stat. 390,

1 chapter 119; 25 U.S.C. 381), or other applica-
2 ble law.

3 (5) AUTHORITY OF THE SECRETARY.—The Sec-
4 retary shall have the authority to protect the rights
5 of allottees in accordance with this section.

6 (e) AUTHORITY OF THE FORT BELKNAP INDIAN
7 COMMUNITY.—

8 (1) IN GENERAL.—The Fort Belknap Indian
9 Community shall have the authority to allocate, dis-
10 tribute, and lease the Tribal water rights for use on
11 the Reservation in accordance with the Compact,
12 this Act, and applicable Federal law.

13 (2) OFF-RESERVATION USE.—The Fort
14 Belknap Indian Community may allocate, distribute,
15 and lease the Tribal water rights for off-Reservation
16 use in accordance with the Compact, this Act, and
17 applicable Federal law—

18 (A) subject to the approval of the Sec-
19 retary; or

20 (B) pursuant to Tribal water leasing regu-
21 lations consistent with the requirements of sub-
22 section (f).

23 (3) LAND LEASES BY ALLOTTEES.—Notwith-
24 standing paragraph (1), an allottee may lease any
25 interest in land held by the allottee, together with

1 any water right determined to be appurtenant to the
2 interest in land, in accordance with the Tribal water
3 code.

4 (f) TRIBAL WATER LEASING REGULATIONS.—

5 (1) IN GENERAL.—At the discretion of the Fort
6 Belknap Indian Community, any water lease of the
7 Fort Belknap Indian Community of the Tribal water
8 rights for use on or off the Reservation shall not re-
9 quire the approval of the Secretary if the lease—

10 (A) is executed under tribal regulations,
11 approved by the Secretary under this sub-
12 section;

13 (B) is in accordance with the Compact;
14 and

15 (C) does not exceed a term of 100 years,
16 except that a lease may include an option to
17 renew for 1 additional term of not to exceed
18 100 years.

19 (2) AUTHORITY OF THE SECRETARY OVER
20 TRIBAL WATER LEASING REGULATIONS.—

21 (A) IN GENERAL.—The Secretary shall
22 have the authority to approve or disapprove any
23 Tribal water leasing regulations issued in ac-
24 cordance with paragraph (1).

1 (B) CONSIDERATIONS FOR APPROVAL.—

2 The Secretary shall approve any Tribal water
3 leasing regulations issued in accordance with
4 paragraph (1) if the Tribal water leasing regu-
5 lations—

6 (i) provide for an environmental re-
7 view process that includes—

8 (I) the identification and evalua-
9 tion of any significant effects of the
10 proposed action on the environment;
11 and

12 (II) a process for ensuring that—

13 (aa) the public is informed
14 of, and has a reasonable oppor-
15 tunity to comment on, any sig-
16 nificant environmental impacts of
17 the proposed action identified by
18 the Fort Belknap Indian Com-
19 munity; and

20 (bb) the Fort Belknap In-
21 dian Community provides re-
22 sponses to relevant and sub-
23 stantive public comments on
24 those impacts prior to its ap-
25 proval of a water lease; and

1 (ii) are consistent with this Act and
2 the Compact.

3 (3) REVIEW PROCESS.—

4 (A) IN GENERAL.—Not later than 120
5 days after the date on which Tribal water leas-
6 ing regulations under paragraph (1) are sub-
7 mitted to the Secretary, the Secretary shall re-
8 view and approve or disapprove the regulations.

9 (B) WRITTEN DOCUMENTATION.—If the
10 Secretary disapproves the Tribal water leasing
11 regulations described in subparagraph (A), the
12 Secretary shall include written documentation
13 with the disapproval notification that describes
14 the basis for this disapproval.

15 (C) EXTENSION.—The deadline described
16 in subparagraph (A) may be extended by the
17 Secretary, after consultation with the Fort
18 Belknap Indian Community.

19 (4) FEDERAL ENVIRONMENTAL REVIEW.—Not-
20 withstanding paragraphs (2) and (3), if the Fort
21 Belknap Indian Community carries out a project or
22 activity funded by a Federal agency, the Fort
23 Belknap Indian Community—

1 (A) shall have the authority to rely on the
2 environmental review process of the applicable
3 Federal agency; and

4 (B) shall not be required to carry out a
5 tribal environmental review process under this
6 subsection.

7 (5) DOCUMENTATION.—If the Fort Belknap In-
8 dian Community issues a lease pursuant to Tribal
9 water leasing regulations under paragraph (1), the
10 Fort Belknap Indian Community shall provide the
11 Secretary and the State a copy of the lease, includ-
12 ing any amendments or renewals to the lease.

13 (6) LIMITATION OF LIABILITY.—

14 (A) IN GENERAL.—The United States
15 shall not be liable in any claim relating to the
16 negotiation, execution, or approval of any lease
17 or exchange agreement or storage agreement,
18 including any claims relating to the terms in-
19 cluded in such an agreement, made pursuant to
20 Tribal water leasing regulations under para-
21 graph (1).

22 (B) OBLIGATIONS.—The United States
23 shall have no trust obligation or other obliga-
24 tion to monitor, administer, or account for—

- 1 (i) any funds received by the Fort
2 Belknap Indian Community as consider-
3 ation under any lease or exchange agree-
4 ment or storage agreement; or
5 (ii) the expenditure of those funds.

6 (g) TRIBAL WATER CODE.—

7 (1) IN GENERAL.—Notwithstanding Article
8 IV.A.2. of the Compact, not later than 4 years after
9 the date on which the Fort Belknap Indian Commu-
10 nity approves the Compact in accordance with sec-
11 tion 11(f)(1), the Fort Belknap Indian Community
12 shall enact a Tribal water code that provides for—

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

16 (B) the establishment by the Fort Belknap
17 Indian Community of the conditions, permit re-
18 quirements, and other requirements for the allo-
19 cation, distribution, or use of the Tribal water
20 rights in accordance with the Compact and this
21 Act.

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

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

4 (B) a process by which an allottee may re-
5 quest that the Fort Belknap Indian Community
6 provide water for irrigation use in accordance
7 with this Act, including the provision of water
8 under any allottee lease under section 4 of the
9 Act of June 25, 1910 (36 Stat. 856, chapter
10 431; 25 U.S.C. 403);

11 (C) a due process system for the consider-
12 ation and determination by the Fort Belknap
13 Indian Community of any request of an allottee
14 (or a successor in interest to an allottee) for an
15 allocation of water for irrigation purposes on al-
16 lotted land, including a process for—

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

19 (ii) resolution of any contested admin-
20 istrative decision;

21 (D) a requirement that any allottee assert-
22 ing a claim relating to the enforcement of rights
23 of the allottee under the Tribal water code, in-
24 cluding to the quantity of water allocated to
25 land of the allottee, shall exhaust all remedies

1 available to the allottee under Tribal law before
2 initiating an action against the United States
3 or petitioning the Secretary pursuant to sub-
4 section (d)(4)(B);

5 (E) a process by which an owner of fee
6 land within the boundaries of the Reservation
7 may apply for use of a portion of the Tribal
8 water rights; and

9 (F) a process for the establishment of a
10 controlled Groundwater area and for the man-
11 agement of that area in cooperation with estab-
12 lishment of a contiguous controlled Ground-
13 water area off the Reservation established pur-
14 suant to Section B.2. of Article IV of the Com-
15 pact and State law.

16 (3) ACTION BY SECRETARY.—

17 (A) IN GENERAL.—During the period be-
18 ginning on the date of enactment of this Act
19 and ending on the date on which a Tribal water
20 code described in paragraphs (1) and (2) is en-
21 acted, the Secretary shall administer, with re-
22 spect to the rights of allottees, the Tribal water
23 rights in accordance with the Compact and this
24 Act.

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

4 (i) the provisions of the Tribal water
5 code required by paragraph (2) are ap-
6 proved by the Secretary; and

7 (ii) each amendment to the Tribal
8 water code that affects a right of an allot-
9 tee is approved by the Secretary.

10 (C) APPROVAL PERIOD.—

11 (i) IN GENERAL.—The Secretary shall
12 approve or disapprove the Tribal water
13 code or an amendment to the Tribal water
14 code by not later than 180 days after the
15 date on which the Tribal water code or
16 amendment to the Tribal water code is
17 submitted to the Secretary.

18 (ii) EXTENSIONS.—The deadline de-
19 scribed in clause (i) may be extended by
20 the Secretary, after consultation with the
21 Fort Belknap Indian Community.

22 (h) ADMINISTRATION.—

23 (1) NO ALIENATION.—The Fort Belknap In-
24 dian Community shall not permanently alienate any
25 portion of the Tribal water rights.

1 (2) PURCHASES OR GRANTS OF LAND FROM IN-
2 DIANS.—An authorization provided by this Act for
3 the allocation, distribution, leasing, or other ar-
4 rangement entered into pursuant to this Act shall be
5 considered to satisfy any requirement for authoriza-
6 tion of the action required by Federal law.

7 (3) PROHIBITION ON FORFEITURE.—The non-
8 use of all or any portion of the Tribal water rights
9 by any water user shall not result in the forfeiture,
10 abandonment, relinquishment, or other loss of all or
11 any portion of the Tribal water rights.

12 (i) EFFECT.—Except as otherwise expressly provided
13 in this section, nothing in this Act—

14 (1) authorizes any action by an allottee against
15 any individual or entity, or against the Fort Belknap
16 Indian Community, under Federal, State, Tribal, or
17 local law; or

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

21 (j) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM
22 POWER RATES.—

23 (1) IN GENERAL.—Notwithstanding any other
24 provision of law, the Secretary, in cooperation with
25 the Secretary of Energy, shall make available the

1 Pick-Sloan Missouri River Basin Program irrigation
 2 project pumping power rates to the Fort Belknap
 3 Indian Community, the Fort Belknap Indian Irriga-
 4 tion Project, and any projects funded under this Act.

5 (2) AUTHORIZED PURPOSES.—The power rates
 6 made available under paragraph (1) shall be author-
 7 ized for the purposes of wheeling, administration,
 8 and payment of irrigation project pumping power
 9 rates, including project use power for gravity power.

10 **SEC. 6. EXCHANGE AND TRANSFER OF PUBLIC LAND INTO**
 11 **TRUST.**

12 (a) EXCHANGE OF FEDERAL AND STATE LAND.—

13 (1) DEFINITIONS.—In this subsection:

14 (A) PUBLIC LAND.—The term “public
 15 land” means, as applicable—

16 (i) public lands (as defined in section
 17 103 of the Federal Land Policy and Man-
 18 agement Act of 1976 (43 U.S.C. 1702));

19 and

20 (ii) land managed by the Secretary of
 21 Agriculture under the jurisdiction of the
 22 Forest Service.

23 (B) SECRETARY CONCERNED.—The term
 24 “Secretary concerned” means, as applicable—

1 (i) the Secretary, with respect to the
2 public land managed by the Department of
3 the Interior; and

4 (ii) the Secretary of Agriculture, with
5 respect to land managed by the Forest
6 Service.

7 (2) NEGOTIATIONS AUTHORIZED.—

8 (A) IN GENERAL.—The Secretary con-
9 cerned shall offer to enter into negotiations
10 with the State for the purpose of exchanging
11 Federal land described in paragraph (4) for the
12 State land described in paragraph (3).

13 (B) REQUIREMENT.—Any exchange of
14 land made pursuant to this subsection shall be
15 subject to the requirements of this subsection.

16 (C) PRIORITY.—In carrying out this para-
17 graph, the Secretary concerned shall, during the
18 5-year period beginning on the date of enact-
19 ment of this Act, give priority to an exchange
20 of public land located within the State for trust
21 land owned by the State.

22 (3) STATE LAND.—The Secretary concerned is
23 authorized to accept the following parcels of land
24 owned by the State located on and off of the Res-
25 ervation:

- 1 (A) 717.56 acres in T. 26 N., R. 22 E.,
2 sec. 16.
- 3 (B) 707.04 acres in T. 27 N., R. 22 E.,
4 sec. 16.
- 5 (C) 640 acres in T. 27 N., R. 21 E., sec.
6 36.
- 7 (D) 640 acres in T. 26 N., R. 23 E., sec.
8 16.
- 9 (E) 640 acres in T. 26 N., R. 23 E., sec.
10 36.
- 11 (F) 640 acres in T. 26 N., R. 26 E., sec.
12 16.
- 13 (G) 640 acres in T. 26 N., R. 22 E., sec.
14 36.
- 15 (H) 640 acres in T. 27 N., R. 23 E., sec.
16 16.
- 17 (I) 640 acres in T. 27 N., R. 25 E., sec.
18 36.
- 19 (J) 640 acres in T. 28 N., R. 22 E., sec.
20 36.
- 21 (K) 640 acres in T. 28 N., R. 23 E., sec.
22 16.
- 23 (L) 640 acres in T. 28 N., R. 24 E., sec.
24 36.

- 1 (M) 640 acres in T. 28 N., R. 25 E., sec.
2 16.
- 3 (N) 640 acres in T. 28 N., R. 25 E., sec.
4 36.
- 5 (O) 640 acres in T. 28 N., R. 26 E., sec.
6 16.
- 7 (P) 94.96 acres in T. 28 N., R. 26 E., sec.
8 36, under lease by the Fort Belknap Indian
9 Community Council on the date of enactment of
10 this Act, comprised of—
- 11 (i) 30.68 acres in lot 5;
 - 12 (ii) 26.06 acres in lot 6;
 - 13 (iii) 21.42 acres in lot 7; and
 - 14 (iv) 16.8 acres in lot 8.
- 15 (Q) 652.32 acres in T. 29 N., R. 22 E.,
16 sec. 16, excluding the 73.36 acres under lease
17 by individuals who are not members of the Fort
18 Belknap Indian Community, on the date of en-
19 actment of this Act.
- 20 (R) 640 acres in T. 29 N., R. 22 E., sec.
21 36.
- 22 (S) 640 acres in T. 29 N., R. 23 E., sec.
23 16.
- 24 (T) 640 acres in T. 29 N., R. 24 E., sec.
25 16.

- 1 (U) 640 acres in T. 29 N., R. 24 E., sec.
2 36.
- 3 (V) 640 acres in T. 29 N., R. 25 E., sec.
4 16.
- 5 (W) 640 acres in T. 29 N., R. 25 E., sec.
6 36.
- 7 (X) 640 acres in T. 29 N., R. 26 E., sec.
8 16.
- 9 (Y) 663.22 acres in T. 30 N., R. 22 E.,
10 sec. 16, excluding the 58.72 acres under lease
11 by individuals who are not members of the Fort
12 Belknap Indian Community on the date of en-
13 actment of this Act.
- 14 (Z) 640 acres in T. 30 N., R. 22 E., sec.
15 36.
- 16 (AA) 640 acres in T. 30 N., R. 23 E., sec.
17 16.
- 18 (BB) 640 acres in T. 30 N., R. 23 E., sec.
19 36.
- 20 (CC) 640 acres in T. 30 N., R. 24 E., sec.
21 16.
- 22 (DD) 640 acres in T. 30 N., R. 24 E., sec.
23 36.
- 24 (EE) 640 acres in T. 30 N., R. 25 E., sec.
25 16.

1 (FF) 275.88 acres in T. 30 N., R. 26 E.,
2 sec. 36, under lease by the Fort Belknap Indian
3 Community Council on the date of enactment of
4 this Act.

5 (GG) 640 acres in T. 31 N., R. 22 E., sec.
6 36.

7 (HH) 640 acres in T. 31 N., R. 23 E., sec.
8 16.

9 (II) 640 acres in T. 31 N., R. 23 E., sec.
10 36.

11 (JJ) 34.04 acres in T. 31 N., R. 26 E.,
12 sec. 16, lot 4.

13 (4) FEDERAL LAND.—Subject to valid existing
14 rights, and the requirements of this subsection, the
15 Secretary concerned is authorized to convey to the
16 State any public land within the State, except for
17 land that is included within the National Landscape
18 Conservation System established by section 2002(a)
19 of the Omnibus Public Land Management Act of
20 2009 (16 U.S.C. 7202(a)), without regard to wheth-
21 er that land has been identified as available for dis-
22 posal in a land use plan.

23 (5) LAND INTO TRUST.—On completion of the
24 land exchange authorized by this subsection, the
25 Secretary shall, as soon as practicable after the en-

1 forceability date, take the land received by the
2 United States pursuant to this subsection into trust
3 for the benefit of the Fort Belknap Indian Commu-
4 nity.

5 (6) TERMS AND CONDITIONS.—

6 (A) EQUAL VALUE.—The values of the
7 Federal land and State land exchanged under
8 this subsection shall be equal, except that the
9 Secretary concerned may—

10 (i) exchange land that is of approxi-
11 mately equal value if such an exchange
12 complies with the requirements of section
13 206(h) of the Federal Land Policy and
14 Management Act of 1976 (43 U.S.C.
15 1716(h)) (and any regulations imple-
16 menting that section) without regard to
17 the monetary limitation described in para-
18 graph (1)(A) of that section; and

19 (ii) make or accept an equalization
20 payment, or waive an equalization pay-
21 ment, if such a payment or waiver of a
22 payment complies with the requirements of
23 section 206(b) of that Act (43 U.S.C.
24 1716(b)) (and any regulations imple-
25 menting that section).

1 (B) IMPACTS ON LOCAL GOVERNMENTS.—

2 In selecting public land to offer to the State,
3 the Secretary concerned may—

4 (i) consider the financial impacts of
5 exchanging specific Federal land on local
6 governments; and

7 (ii) attempt to minimize the financial
8 impact of the exchange on local govern-
9 ments.

10 (C) EXISTING AUTHORIZATIONS.—

11 (i) FEDERAL LAND TRANSFERRED TO
12 THE STATE.—

13 (I) IN GENERAL.—Any Federal
14 land transferred to the State under
15 this subsection shall be conveyed sub-
16 ject to any valid existing rights, con-
17 tracts, leases, permits, and rights-of-
18 way, unless the holder of the right,
19 contract, lease, permit, or right-of-way
20 requests an earlier termination in ac-
21 cordance with existing law.

22 (II) ASSUMPTION BY STATE.—
23 The State shall assume all benefits
24 and obligations of the Forest Service
25 or the Bureau of Land Management,

1 as applicable, under the existing
2 rights, contracts, leases, permits, and
3 rights-of-way described in subclause
4 (I).

5 (ii) STATE LAND TRANSFERRED TO
6 THE UNITED STATES.—

7 (I) IN GENERAL.—Any State
8 land transferred to the United States
9 under this subsection shall be con-
10 veyed and taken into trust for the
11 benefit of the Fort Belknap Indian
12 Community subject to any valid exist-
13 ing rights, contracts, leases, permits,
14 and rights-of-way, unless the holder of
15 the right, contract, lease, permit, or
16 right-of-way requests an earlier termi-
17 nation in accordance with existing
18 law.

19 (II) ASSUMPTION BY BIA.—The
20 Bureau of Indian Affairs shall—

21 (aa) assume all benefits and
22 obligations of the State under the
23 existing rights, contracts, leases,
24 permits, and rights-of-way de-
25 scribed in subclause (I); and

1 (bb) disburse to the Fort
2 Belknap Indian Community any
3 amounts that accrue to the
4 United States from those rights,
5 contracts, leases, permits, and
6 rights-of-way, after the date of
7 transfer from any sale, bonus,
8 royalty, or rental relating to that
9 land in the same manner as
10 amounts received from other land
11 held by the Secretary in trust for
12 the benefit of the Fort Belknap
13 Indian Community.

14 (D) PERSONAL PROPERTY.—

15 (i) IN GENERAL.—Any improvements
16 constituting personal property, as defined
17 by State law, belonging to the holder of a
18 right, contract, lease, permit, or right-of-
19 way on land transferred to the United
20 States under this subsection shall—

21 (I) remain the property of the
22 holder; and

23 (II) be removed not later than 90
24 days after the date on which the
25 right, contract, lease, permit, or right-

1 of-way expires, unless the Fort
2 Belknap Indian Community and the
3 holder agree otherwise.

4 (ii) REMAINING PROPERTY.—Any per-
5 sonal property described in clause (i) re-
6 maining with the holder described in that
7 clause beyond the 90-day period described
8 in subclause (II) of that clause shall—

9 (I) become the property of the
10 Fort Belknap Indian Community; and

11 (II) be subject to removal and
12 disposition at the discretion of the
13 Fort Belknap Indian Community.

14 (iii) LIABILITY OF PREVIOUS HOLD-
15 ER.—The holder of personal property de-
16 scribed in clause (i) shall be liable for costs
17 incurred by the Fort Belknap Indian Com-
18 munity in removing and disposing of the
19 personal property under clause (ii)(II).

20 (7) TECHNICAL CORRECTIONS.—Notwith-
21 standing the descriptions of the parcels of land
22 owned by the State under paragraph (3), the State
23 may, with the consent of the Fort Belknap Indian
24 Community, make technical corrections to the legal

1 land descriptions to more specifically identify the
2 State parcels to be exchanged.

3 (8) ASSISTANCE.—The Secretary shall provide
4 \$10,000,000 of financial or other assistance to the
5 State and the Fort Belknap Indian Community as
6 may be necessary to obtain the appraisals, and to
7 satisfy administrative requirements, necessary to ac-
8 complish the exchanges under paragraph (2).

9 (b) FEDERAL LAND TRANSFERS.—

10 (1) IN GENERAL.—Subject to valid existing
11 rights and the requirements of this subsection, all
12 right, title, and interest of the United States in and
13 to the land described in paragraph (2) shall be held
14 by the United States in trust for the benefit of the
15 Fort Belknap Indian Community as part of the Res-
16 ervation on the enforceability date.

17 (2) FEDERAL LAND.—

18 (A) BUREAU OF LAND MANAGEMENT PAR-
19 CELS.—

20 (i) 59.46 acres in T. 25 N., R. 22 E.,
21 sec. 4, comprised of—

22 (I) 19.55 acres in lot 10;

23 (II) 19.82 acres in lot 11; and

24 (III) 20.09 acres in lot 16.

1 (ii) 324.24 acres in the N¹/₂ of T. 25
2 N., R. 22 E., sec. 5.

3 (iii) 403.56 acres in T. 25 N., R. 22
4 E., sec. 9, comprised of—

- 5 (I) 20.39 acres in lot 2;
6 (II) 20.72 acres in lot 7;
7 (III) 21.06 acres in lot 8;
8 (IV) 40.00 acres in lot 9;
9 (V) 40.00 acres in lot 10;
10 (VI) 40.00 acres in lot 11;
11 (VII) 40.00 acres in lot 12;
12 (VIII) 21.39 acres in lot 13; and
13 (IX) 160 acres in SW¹/₄.

14 (iv) 70.63 acres in T. 25 N., R. 22
15 E., sec. 13, comprised of—

- 16 (I) 18.06 acres in lot 5;
17 (II) 18.25 acres in lot 6;
18 (III) 18.44 acres in lot 7; and
19 (IV) 15.88 acres in lot 8.

20 (v) 71.12 acres in T. 25 N., R. 22 E.,
21 sec. 14, comprised of—

- 22 (I) 17.65 acres in lot 5;
23 (II) 17.73 acres in lot 6;
24 (III) 17.83 acres in lot 7; and
25 (IV) 17.91 acres in lot 8.

1 (vi) 103.29 acres in T. 25 N., R. 22

2 E., sec. 15, comprised of—

3 (I) 21.56 acres in lot 6;

4 (II) 29.50 acres in lot 7;

5 (III) 17.28 acres in lot 8;

6 (IV) 17.41 acres in lot 9; and

7 (V) 17.54 acres in lot 10.

8 (vii) 160 acres in T. 26 N., R. 21 E.,

9 sec. 1, comprised of—

10 (I) 80 acres in the S¹/₂ of the

11 NW¹/₄; and

12 (II) 80 acres in the W¹/₂ of the

13 SW¹/₄.

14 (viii) 567.50 acres in T. 26 N., R. 21

15 E., sec. 2, comprised of—

16 (I) 82.54 acres in the E¹/₂ of the

17 NW¹/₄;

18 (II) 164.96 acres in the NE¹/₄;

19 and

20 (III) 320 acres in the S¹/₂.

21 (ix) 240 acres in T. 26 N., R. 21 E.,

22 sec. 3, comprised of—

23 (I) 40 acres in the SE¹/₄ of the

24 NW¹/₄;

25 (II) 160 acres in the SW¹/₄; and

1 (III) 40 acres in the SW¹/₄ of the
2 SE¹/₄.

3 (x) 120 acres in T. 26 N., R. 21 E.,
4 sec. 4, comprised of—

5 (I) 80 acres in the E¹/₂ of the
6 SE¹/₄; and

7 (II) 40 acres in the NW¹/₄ of the
8 SE¹/₄.

9 (xi) 200 acres in T. 26 N., R. 21 E.,
10 sec. 5, comprised of—

11 (I) 160 acres in the SW¹/₄; and

12 (II) 40 acres in the SW¹/₄ of the
13 NW¹/₄.

14 (xii) 40 acres in the SE¹/₄ of the
15 SE¹/₄ of T. 26 N., R. 21 E., sec. 6.

16 (xiii) 240 acres in T. 26 N., R. 21 E.,
17 sec. 8, comprised of—

18 (I) 40 acres in the NE¹/₄ of the
19 SW¹/₄;

20 (II) 160 acres in the NW¹/₄; and

21 (III) 40 acres in the NW¹/₄ of
22 the SE¹/₄.

23 (xiv) 320 acres in the E¹/₂ of T. 26
24 N., R. 21 E., sec. 9.

1 (xv) 640 acres in T. 26 N., R. 21 E.,
2 sec. 10.

3 (xvi) 600 acres in T. 26 N., R. 21 E.,
4 sec. 11, comprised of—

5 (I) 320 acres in the N¹/₂;

6 (II) 80 acres in the N¹/₂ of the
7 SE¹/₄;

8 (III) 160 acres in the SW¹/₄; and

9 (IV) 40 acres in the SW¹/₄ of the
10 SE¹/₄.

11 (xvii) 525.81 acres in T. 26 N., R. 22
12 E., sec. 21, comprised of—

13 (I) 6.62 acres in lot 1;

14 (II) 5.70 acres in lot 2;

15 (III) 56.61 acres in lot 5;

16 (IV) 56.88 acres in lot 6;

17 (V) 320 acres in the W¹/₂; and

18 (VI) 80 acres in the W¹/₂ of the
19 SE¹/₄.

20 (xviii) 719.58 acres in T. 26 N., R. 22
21 E., sec. 28.

22 (xix) 560 acres in T. 26 N., R. 22 E.,
23 sec. 29, comprised of—

24 (I) 320 acres in the N¹/₂;

1 (II) 160 acres in the N¹/₂ of the
2 S¹/₂; and

3 (III) 80 acres in the S¹/₂ of the
4 SE¹/₄.

5 (xx) 400 acres in T. 26 N., R. 22 E.,
6 sec. 32, comprised of—

7 (I) 320 acres in the S¹/₂; and

8 (II) 80 acres in the S¹/₂ of the
9 NW¹/₄.

10 (xxi) 455.51 acres in T. 26 N., R. 22
11 E., sec. 33, comprised of—

12 (I) 58.25 acres in lot 3;

13 (II) 58.5 acres in lot 4;

14 (III) 58.76 acres in lot 5;

15 (IV) 40 acres in the NW¹/₄ of the
16 NE¹/₄;

17 (V) 160 acres in the SW¹/₄; and

18 (VI) 80 acres in the W¹/₂ of the
19 SE¹/₄.

20 (xxii) 88.71 acres in T. 27 N., R. 21
21 E., sec. 1, comprised of—

22 (I) 24.36 acres in lot 1;

23 (II) 24.35 acres in lot 2; and

24 (III) 40 acres in the SW¹/₄ of the
25 SW¹/₄.

1 (xxiii) 80 acres in T. 27 N., R. 21 E.,
2 sec. 3, comprised of—

3 (I) 40 acres in lot 11; and

4 (II) 40 acres in lot 12.

5 (xxiv) 80 acres in T. 27 N., R. 21 E.,
6 sec. 11, comprised of—

7 (I) 40 acres in the NW¹/₄ of the
8 SW¹/₄; and

9 (II) 40 acres in the SW¹/₄ of the
10 NW¹/₄.

11 (xxv) 200 acres in T. 27 N., R. 21 E.,
12 sec. 12, comprised of—

13 (I) 80 acres in the E¹/₂ of the
14 SW¹/₄;

15 (II) 40 acres in the NW¹/₄ of the
16 NW¹/₄; and

17 (III) 80 acres in the S¹/₂ of the
18 NW¹/₄.

19 (xxvi) 40 acres in the SE¹/₄ of the
20 NE¹/₄ of T. 27 N., R. 21 E., sec. 23.

21 (xxvii) 320 acres in T. 27 N., R. 21
22 E., sec. 24, comprised of—

23 (I) 80 acres in the E¹/₂ of the
24 NW¹/₄;

25 (II) 160 acres in the NE¹/₄;

1 (III) 40 acres in the NE¹/₄ of the
2 SE¹/₄; and

3 (IV) 40 acres in the SW¹/₄ of the
4 SW¹/₄.

5 (xxviii) 120 acres in T. 27 N., R. 21
6 E., sec. 25, comprised of—

7 (I) 80 acres in the S¹/₂ of the
8 NE¹/₄; and

9 (II) 40 acres in the SE¹/₄ of the
10 NW¹/₄.

11 (xxix) 40 acres in the NE¹/₄ of the
12 SE¹/₄ of T. 27 N., R. 21 E., sec. 26.

13 (xxx) 160 acres in the NW¹/₄ of T. 27
14 N., R. 21 E., sec. 27.

15 (xxxii) 40 acres in the SW¹/₄ of the
16 SW¹/₄ of T. 27 N., R. 21 E., sec. 29.

17 (xxxii) 40 acres in the SW¹/₄ of the
18 NE¹/₄ of T. 27 N., R. 21 E., sec 30.

19 (xxxiii) 120 acres in T. 27 N., R. 21
20 E., sec. 33, comprised of—

21 (I) 40 acres in the SE¹/₄ of the
22 NE¹/₄; and

23 (II) 80 acres in the N¹/₂ of the
24 SE¹/₄.

1 (xxxiv) 440 acres in T. 27 N., R. 21
2 E., sec. 34, comprised of—

3 (I) 160 acres in the N¹/₂ of the
4 S¹/₂;

5 (II) 160 acres in the NE¹/₄;

6 (III) 80 acres in the S¹/₂ of the
7 NW¹/₄; and

8 (IV) 40 acres in the SE¹/₄ of the
9 SE¹/₄.

10 (xxxv) 133.44 acres in T. 27 N., R.
11 22 E., sec. 4, comprised of—

12 (I) 28.09 acres in lot 5;

13 (II) 25.35 acres in lot 6;

14 (III) 40 acres in lot 10; and

15 (IV) 40 acres in lot 15.

16 (xxxvi) 160 acres in T. 27 N., R. 22
17 E., sec. 7, comprised of—

18 (I) 40 acres in the NE¹/₄ of the
19 NE¹/₄;

20 (II) 40 acres in the NW¹/₄ of the
21 SW¹/₄; and

22 (III) 80 acres in the W¹/₂ of the
23 NW¹/₄.

24 (xxxvii) 120 acres in T. 27 N., R. 22
25 E., sec. 8, comprised of—

1 (I) 80 acres in the E¹/₂ of the
2 NW¹/₄; and

3 (II) 40 acres in the NE¹/₄ of the
4 SW¹/₄.

5 (xxxviii) 40 acres in the SW¹/₄ of the
6 NW¹/₄ of T. 27 N., R. 22 E., sec. 9.

7 (xxxix) 40 acres in the NE¹/₄ of the
8 SW¹/₄ of T. 27 N., R. 22 E., sec. 17.

9 (xl) 40 acres in the NW¹/₄ of the
10 NW¹/₄ of T. 27 N., R. 22 E., sec. 19.

11 (xli) 40 acres in the SE¹/₄ of the
12 NW¹/₄ of T. 27 N., R. 22 E., sec. 20.

13 (xlii) 80 acres in the W¹/₂ of the SE¹/₄
14 of T. 27 N., R. 22 E., sec. 31.

15 (xliii) 52.36 acres in the SE¹/₄ of the
16 SE¹/₄ of T. 27 N., R. 22 E., sec. 33.

17 (xliv) 40 acres in the NE¹/₄ of the
18 SW¹/₄ of T. 28 N., R. 22 E., sec. 29.

19 (xlv) 40 acres in the NE¹/₄ of the
20 NE¹/₄ of T. 26 N., R. 21 E., sec. 7.

21 (xlvi) 40 acres in the SW¹/₄ of the
22 NW¹/₄ of T. 26 N., R. 21 E., sec. 12.

23 (xlvii) 42.38 acres in the NW¹/₄ of the
24 NE¹/₄ of T. 26 N., R. 22 E., sec. 6.

1 (xlviii) 320 acres in the E¹/₂ of T. 26
2 N., R. 22 E., sec. 17.

3 (xlix) 80 acres in the E¹/₂ of the
4 NE¹/₄ of T. 26 N., R. 22 E., sec. 20.

5 (l) 240 acres in T. 26 N., R. 22 E.,
6 sec. 30, comprised of—

7 (I) 80 acres in the E¹/₂ of the
8 NE¹/₄;

9 (II) 80 acres in the N¹/₂ of the
10 SE¹/₄;

11 (III) 40 acres in the SE¹/₄ of the
12 NW¹/₄; and

13 (IV) 40 acres in the SW¹/₄ of the
14 NE¹/₄.

15 (B) BUREAU OF INDIAN AFFAIRS.—The
16 parcels of approximately 3,519.3 acres of trust
17 land that have been converted to fee land, judi-
18 cially foreclosed on, acquired by the Depart-
19 ment of Agriculture, and transferred to the Bu-
20 reau of Indian Affairs, described in clauses (i)
21 through (iii).

22 (i) PARCEL 1.—The land described in
23 this clause is 640 acres in T. 29 N., R. 26
24 E., comprised of—

1 (I) 160 acres in the SW¹/₄ of sec.
2 27;

3 (II) 160 acres in the NE¹/₄ of
4 sec. 33; and

5 (III) 320 acres in the W¹/₂ of
6 sec. 34.

7 (ii) PARCEL 2.—The land described in
8 this clause is 320 acres in the N¹/₂ of T.
9 30 N., R. 23 E., sec. 28.

10 (iii) PARCEL 3.—The land described
11 in this clause is 2,559.3 acres, comprised
12 of—

13 (I) T. 28 N., R. 24 E., includ-
14 ing—

15 (aa) of sec. 16—

16 (AA) 5 acres in the
17 E¹/₂, W¹/₂, E¹/₂, W¹/₂, W¹/₂,
18 NE¹/₄;

19 (BB) 10 acres in the
20 E¹/₂, E¹/₂, W¹/₂, W¹/₂,
21 NE¹/₄;

22 (CC) 40 acres in the
23 E¹/₂, W¹/₂, NE¹/₄;

24 (DD) 40 acres in the
25 W¹/₂, E¹/₂, NE¹/₄;

1 (EE) 20 acres in the
2 W^{1/2}, E^{1/2}, E^{1/2}, NE^{1/4};

3 (FF) 5 acres in the
4 W^{1/2}, W^{1/2}, E^{1/2}, E^{1/2}, E^{1/2},
5 NE^{1/4}; and

6 (GG) 160 acres in the
7 SE^{1/4};

8 (bb) 640 acres in sec. 21;

9 (cc) 320 acres in the S^{1/2} of
10 sec. 22; and

11 (dd) 320 acres in the W^{1/2}
12 of sec. 27;

13 (II) T. 29 N., R. 25 E., PMM,
14 including—

15 (aa) 320 acres in the S^{1/2} of
16 sec. 1; and

17 (bb) 320 acres in the N^{1/2} of
18 sec. 12;

19 (III) 39.9 acres in T. 29 N., R.
20 26 E., PMM, sec. 6, lot 2;

21 (IV) T. 30 N., R. 26 E., PMM,
22 including—

23 (aa) 39.4 acres in sec. 3, lot
24 2;

1 (bb) 40 acres in the SW¹/₄
2 of the SW¹/₄ of sec. 4;

3 (cc) 80 acres in the E¹/₂ of
4 the SE¹/₄ of sec. 5;

5 (dd) 80 acres in the S¹/₂ of
6 the SE¹/₄ of sec. 7; and

7 (ee) 40 acres in the N¹/₂,
8 N¹/₂, NE¹/₄ of sec. 18; and

9 (V) 40 acres in T. 31 N., R. 26
10 E., PMM, the NW¹/₄ of the SE¹/₄ of
11 sec. 31.

12 (C) FORECLOSED DEPARTMENT OF AGRI-
13 CULTURE LAND.—Any Department of Agri-
14 culture trust land within the Reservation that
15 has been or is converted to fee land, judicially
16 foreclosed on, and acquired by the United
17 States.

18 (3) TERMS AND CONDITIONS.—

19 (A) EXISTING AUTHORIZATIONS.—

20 (i) IN GENERAL.—Federal land trans-
21 ferred under this subsection shall be con-
22 veyed and taken into trust subject to valid
23 existing rights, contracts, leases, permits,
24 and rights-of-way, unless the holder of the
25 right, contract, lease, permit, and rights-

1 of-way requests an earlier termination in
2 accordance with existing law.

3 (ii) ASSUMPTION BY BIA.—The Bu-
4 reau of Indian Affairs shall—

5 (I) assume all benefits and obli-
6 gations of the previous land manage-
7 ment agency under the existing rights,
8 contracts, leases, permits, and rights-
9 of-way described in clause (i); and

10 (II) disburse to the Fort Belknap
11 Indian Community any amounts that
12 accrue to the United States from
13 those rights, contracts, leases, per-
14 mits, and rights-of-ways after the date
15 of transfer from any sale, bonus, roy-
16 alty, or rental relating to that land in
17 the same manner as amounts received
18 from other land held by the Secretary
19 in trust for the Fort Belknap Indian
20 Community.

21 (B) PERSONAL PROPERTY.—

22 (i) IN GENERAL.—Any improvements
23 constituting personal property, as defined
24 by State law, belonging to the holder of a
25 right, contract, lease, permit, or right-of-

1 way on land transferred under this sub-
2 section shall—

3 (I) remain the property of the
4 holder; and

5 (II) be removed from the land
6 not later than 90 days after the date
7 on which the right, contract, lease,
8 permit, or right-of-way expires, unless
9 the Fort Belknap Indian Community
10 and the holder agree otherwise.

11 (ii) REMAINING PROPERTY.—Any per-
12 sonal property described in clause (i) re-
13 maining with the holder described in that
14 clause beyond the 90-day period described
15 in subclause (II) of that clause shall—

16 (I) become the property of the
17 Fort Belknap Indian Community; and

18 (II) be subject to removal and
19 disposition at the discretion of the
20 Fort Belknap Indian Community.

21 (iii) LIABILITY OF PREVIOUS HOLD-
22 ER.—The holder of personal property de-
23 scribed in clause (i) shall be liable to the
24 Fort Belknap Indian Community for costs
25 incurred by the Fort Belknap Indian Com-

1 munity in removing and disposing of the
2 property under clause (ii)(II).

3 (C) EXISTING ROADS.—If any road within
4 the Federal land transferred under this sub-
5 section is necessary for customary access to pri-
6 vate land, the Bureau of Indian Affairs shall
7 offer the owner of the private land to apply for
8 a right-of-way along the existing road, at the
9 expense of the landowner.

10 (D) LIMITATION ON THE TRANSFER OF
11 WATER RIGHTS.—Water rights that transfer
12 with the land described in paragraph (2) shall
13 not become part of the Tribal water rights.

14 (4) WITHDRAWAL OF FEDERAL LAND.—

15 (A) IN GENERAL.—Subject to valid exist-
16 ing rights, effective on the date of enactment of
17 this Act, all Federal land within the parcels de-
18 scribed in paragraph (2) is withdrawn from all
19 forms of—

20 (i) entry, appropriation, or disposal
21 under the public land laws;

22 (ii) location, entry, and patent under
23 the mining laws; and

1 (iii) disposition under all laws per-
2 taining to mineral and geothermal leasing
3 or mineral materials.

4 (B) EXPIRATION.—The withdrawals pursu-
5 ant to subparagraph (A) shall terminate on the
6 date that the Secretary takes the land into
7 trust for the benefit of the Fort Belknap Indian
8 Community pursuant to paragraph (1).

9 (C) NO NEW RESERVATION OF FEDERAL
10 WATER RIGHTS.—Nothing in this paragraph es-
11 tablishes a new reservation in favor of the
12 United States or the Fort Belknap Indian Com-
13 munity with respect to any water or water right
14 on the land withdrawn by paragraph (2).

15 (5) TECHNICAL CORRECTIONS.—Notwith-
16 standing the descriptions of the parcels of Federal
17 land in paragraph (2), the United States may, with
18 the consent of the Fort Belknap Indian Community,
19 make technical corrections to the legal land descrip-
20 tions to more specifically identify the parcels.

21 (6) SURVEY.—

22 (A) IN GENERAL.—Unless the United
23 States or the Fort Belknap Indian Community
24 request an additional survey for the transferred
25 land or a technical correction is made under

1 paragraph (5), the description of land under
2 this subsection shall be controlling.

3 (B) ADDITIONAL SURVEY.—If the United
4 States or the Fort Belknap Indian Community
5 requests an additional survey, that survey shall
6 control the total acreage to be transferred into
7 trust under this subsection.

8 (C) ASSISTANCE.—The Secretary shall
9 provide such financial or other assistance as
10 may be necessary—

11 (i) to conduct additional surveys
12 under this subsection; and

13 (ii) to satisfy administrative require-
14 ments necessary to accomplish the land
15 transfers under this subsection.

16 (7) DATE OF TRANSFER.—The Secretary shall
17 complete all land transfers under this subsection and
18 shall take the land into trust for the benefit of the
19 Fort Belknap Indian Community as expeditiously as
20 practicable after the enforceability date, but not
21 later than 10 years after the enforceability date.

22 (c) TRIBALLY OWNED FEE LAND.—Not later than
23 10 years after the enforceability date, the Secretary shall
24 take into trust for the benefit of the Fort Belknap Indian
25 Community all fee land owned by the Fort Belknap Indian

1 Community on or adjacent to the Reservation to become
2 part of the Reservation, provided that—

3 (1) the land is free from any liens, encum-
4 brances, or other infirmities; and

5 (2) no evidence exists of any hazardous sub-
6 stances on, or other environmental liability with re-
7 spect to, the land.

8 (d) DODSON LAND.—

9 (1) IN GENERAL.—Subject to paragraph (2), as
10 soon as practicable after the enforceability date, but
11 not later than 10 years after the enforceability date,
12 the Dodson Land described in paragraph (3) shall
13 be taken into trust by the United States for the ben-
14 efit of the Fort Belknap Indian Community as part
15 of the Reservation.

16 (2) RESTRICTIONS.—The land taken into trust
17 under paragraph (1) shall be subject to a perpetual
18 easement, reserved by the United States for use by
19 the Bureau of Reclamation, its contractors, and its
20 assigns for—

21 (A) the right of ingress and egress for
22 Milk River Project purposes; and

23 (B) the right to—

1 (i) seep, flood, and overflow the trans-
2 ferred land for Milk River Project pur-
3 poses;

4 (ii) conduct routine and non-routine
5 operation, maintenance, and replacement
6 activities on the Milk River Project facili-
7 ties, including modification to the
8 headworks at the upstream end of the
9 Dodson South Canal in support of Dodson
10 South Canal enlargement, to include all as-
11 sociated access, construction, and material
12 storage necessary to complete those activi-
13 ties; and

14 (iii) prohibit the construction of per-
15 manent structures on the transferred land,
16 except—

17 (I) as provided in the cooperative
18 agreement under paragraph (4); and

19 (II) to meet the requirements of
20 the Milk River Project.

21 (3) DESCRIPTION OF DODSON LAND.—

22 (A) IN GENERAL.—The Dodson Land re-
23 ferred to in paragraphs (1) and (2) is the ap-
24 proximately 2,500 acres of land owned by the
25 United States that is, as of the date of enact-

1 ment of this Act, under the jurisdiction of the
2 Bureau of Reclamation and located at the
3 northeastern corner of the Reservation (which
4 extends to the point in the middle of the main
5 channel of the Milk River), where the Milk
6 River Project facilities, including the Dodson
7 Diversion Dam, headworks to the Dodson
8 South Canal, and Dodson South Canal, are lo-
9 cated, and more particularly described as fol-
10 lows:

11 (i) Supplemental Plat of T. 30 N., R.
12 26 E., PMM, secs. 1 and 2.

13 (ii) Supplemental Plat of T. 31 N., R.
14 25 E., PMM, sec. 13.

15 (iii) Supplemental Plat of T. 31 N.,
16 R. 26 E., PMM, secs. 18, 19, 20, and 29.

17 (iv) Supplemental Plat of T. 31 N., R.
18 26 E., PMM, secs. 26, 27, 35, and 36.

19 (B) CLARIFICATION.—The supplemental
20 plats described in clauses (i) through (iv) of
21 subparagraph (A) are official plats, as docu-
22 mented by retracement boundary surveys of the
23 General Land Office, approved on March 11,
24 1938, and on record at the Bureau of Land
25 Management.

1 (C) TECHNICAL CORRECTIONS.—Notwith-
2 standing the descriptions of the parcels of Fed-
3 eral land in subparagraph (A), the United
4 States may, with the consent of the Fort
5 Belknap Indian Community, make technical
6 corrections to the legal land descriptions to
7 more specifically identify the parcels to be
8 transferred.

9 (4) COOPERATIVE AGREEMENT.—Not later
10 than 3 years after the enforceability date, the Bu-
11 reau of Reclamation, the Malta Irrigation District,
12 the Bureau of Indian Affairs, and the Fort Belknap
13 Indian Community shall negotiate and enter into a
14 cooperative agreement that identifies the uses to
15 which the Fort Belknap Indian Community may put
16 the land described in paragraph (3), provided that
17 the cooperative agreement may be amended by mu-
18 tual agreement of the Fort Belknap Indian Commu-
19 nity, Bureau of Reclamation, the Malta Irrigation
20 District, and the Bureau of Indian Affairs, including
21 to modify the perpetual easement to narrow the
22 boundaries of the easement or to terminate the per-
23 petual easement and cooperative agreement.

1 (e) LAND STATUS.—All land held in trust by the
2 United States for the benefit of the Fort Belknap Indian
3 Community under this section shall be—

4 (1) beneficially owned by the Fort Belknap In-
5 dian Community; and

6 (2) part of the Reservation and administered in
7 accordance with the laws and regulations generally
8 applicable to land held in trust by the United States
9 for the benefit of an Indian Tribe.

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

11 (a) STORAGE ALLOCATION OF WATER TO FORT
12 BELKNAP INDIAN COMMUNITY.—The Secretary shall allo-
13 cate to the Fort Belknap Indian Community 20,000 acre-
14 feet per year of water stored in Lake Elwell for use by
15 the Fort Belknap Indian Community for any beneficial
16 purpose on or off the Reservation, under a water right
17 held by the United States and managed by the Bureau
18 of Reclamation for the benefit of the Fort Belknap Indian
19 Community, as measured and diverted at the outlet works
20 of the Tiber Dam or through direct pumping from Lake
21 Elwell.

22 (b) TREATMENT.—

23 (1) IN GENERAL.—The allocation to the Fort
24 Belknap Indian Community under subsection (a)

1 shall be considered to be part of the Tribal water
2 rights.

3 (2) PRIORITY DATE.—The priority date of the
4 allocation to the Fort Belknap Indian Community
5 under subsection (a) shall be the priority date of the
6 Lake Elwell water right held by the Bureau of Rec-
7 lamation.

8 (3) ADMINISTRATION.—The Fort Belknap In-
9 dian Community shall administer the water allocated
10 under subsection (a) in accordance with the Com-
11 pact and this Act.

12 (c) ALLOCATION AGREEMENT.—

13 (1) IN GENERAL.—As a condition of receiving
14 an allocation under this section, the Fort Belknap
15 Indian Community shall enter into an agreement
16 with the Secretary to establish the terms and condi-
17 tions of the allocation, in accordance with the Com-
18 pact and this Act.

19 (2) INCLUSIONS.—The agreement under para-
20 graph (1) shall include provisions establishing that—

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

23 (B) the Fort Belknap Indian Community,
24 and not the United States, shall be entitled to
25 all consideration due to the Fort Belknap In-

1 dian Community under any lease, contract, ex-
2 change, or agreement entered into by the Fort
3 Belknap Indian Community pursuant to sub-
4 section (d);

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

7 (i) any funds received by the Fort
8 Belknap Indian Community as consider-
9 ation under any lease, contract, exchange,
10 or agreement entered into by the Fort
11 Belknap Indian Community pursuant to
12 subsection (d); or

13 (ii) the expenditure of those funds;

14 (D) if the capacity or function of Lake
15 Elwell facilities are significantly reduced, or are
16 anticipated to be significantly reduced, for an
17 extended period of time, the Fort Belknap In-
18 dian Community shall have the same storage
19 rights as other storage contractors with respect
20 to the allocation under this section;

21 (E) the costs associated with the construc-
22 tion of the storage facilities at Tiber Dam allo-
23 cable to the Fort Belknap Indian Community
24 shall be nonreimbursable;

1 (F) no water service capital charge shall be
2 due or payable for any water allocated to the
3 Fort Belknap Indian Community under this
4 section or the allocation agreement, regardless
5 of whether that water is delivered for use by the
6 Fort Belknap Indian Community or under a
7 lease, contract, exchange, or by agreement en-
8 tered into by the Fort Belknap Indian Commu-
9 nity pursuant to subsection (d);

10 (G) the Fort Belknap Indian Community
11 shall not be required to make payments to the
12 United States for any water allocated to the
13 Fort Belknap Indian Community under this
14 section or the allocation agreement, except for
15 each acre-foot of stored water leased or trans-
16 ferred for industrial purposes as described in
17 subparagraph (H); and

18 (H) for each acre-foot of stored water
19 leased or transferred by the Fort Belknap In-
20 dian Community for industrial purposes—

21 (i) the Fort Belknap Indian Commu-
22 nity shall pay annually to the United
23 States an amount necessary to cover the
24 proportional share of the annual oper-
25 ations, maintenance, and replacement costs

1 allocable to the quantity of water leased or
2 transferred by the Fort Belknap Indian
3 Community for industrial purposes; and

4 (ii) the annual payments of the Fort
5 Belknap Indian Community shall be re-
6 viewed and adjusted, as appropriate, to re-
7 flect the actual operations, maintenance,
8 and replacement costs for Tiber Dam.

9 (d) AGREEMENT BY FORT BELKNAP INDIAN COMMU-
10 NITY.—The Fort Belknap Indian Community may use,
11 lease, contract, exchange, or enter into other agreements
12 for the use of the water allocated to the Fort Belknap
13 Indian Community under subsection (a) if—

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

17 (2) the agreement does not permanently alien-
18 ate any water allocated to the Fort Belknap Indian
19 Community under that subsection.

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

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

1 (g) DEVELOPMENT AND DELIVERY COSTS.—The
 2 United States shall not be required to pay the cost of de-
 3 veloping or delivering any water allocated under this sec-
 4 tion.

5 **SEC. 8. MILK RIVER PROJECT MITIGATION.**

6 (a) IN GENERAL.—In complete satisfaction of the
 7 Milk River Project mitigation requirements provided for
 8 in Article VI.B. of the Compact, the Secretary, acting
 9 through the Commissioner—

10 (1) in cooperation with the State and the
 11 Blackfoot Tribe, shall carry out appropriate activi-
 12 ties concerning the restoration of the St. Mary
 13 Canal and associated facilities, including activities
 14 relating to the—

15 (A) planning and design to restore the St.
 16 Mary Canal and appurtenances to convey 850
 17 cubic-feet per second; and

18 (B) rehabilitating, constructing, and re-
 19 pairing of the St. Mary Canal and appur-
 20 tenances; and

21 (2) in cooperation with the State and the Fort
 22 Belknap Indian Community, shall carry out appro-
 23 priate activities concerning the enlargement of
 24 Dodson South Canal and associated facilities, includ-
 25 ing activities relating to the—

1 (A) planning and design to enlarge Dodson
2 South Canal and headworks at the upstream
3 end of Dodson South Canal to divert and con-
4 vey 700 cubic-feet per second; and

5 (B) rehabilitating, constructing, and en-
6 larging the Dodson South Canal and headworks
7 at the upstream end of Dodson South Canal to
8 divert and convey 700 cubic-feet per second.

9 (b) FUNDING.—The total amount of obligations in-
10 curred by the Secretary, prior to any adjustments provided
11 for in section 14(b), shall not exceed \$300,000,000 to
12 carry out activities described in subsection (c)(1).

13 (c) SATISFACTION OF MITIGATION REQUIREMENT.—
14 Notwithstanding any provision of the Compact, the miti-
15 gation required by Article VI.B. of the Compact shall be
16 deemed satisfied if—

17 (1) the Secretary has—

18 (A) restored the St. Mary Canal and asso-
19 ciated facilities to convey 850 cubic-feet per sec-
20 ond; and

21 (B) enlarged the Dodson South Canal and
22 headworks at the upstream end of Dodson
23 South Canal to divert and convey 700 cubic-feet
24 per second; and

25 (2) the Secretary—

1 (A) has expended all of the available fund-
 2 ing provided pursuant to section 14(a)(1)(D) to
 3 rehabilitate the St Mary Canal and enlarge the
 4 Dodson South Canal; and

5 (B) despite diligent efforts, could not com-
 6 plete the activities described in subsection (a).

7 (d) NONREIMBURSABILITY OF COSTS.—The costs to
 8 the Secretary of carrying out this section shall be nonreim-
 9 bursable.

10 **SEC. 9. FORT BELKNAP INDIAN IRRIGATION PROJECT SYS-**

11 **TEM.**

12 (a) IN GENERAL.—Subject to the availability of ap-
 13 propriations, the Secretary, acting through the Assistant
 14 Secretary for Indian Affairs, shall rehabilitate, modernize,
 15 and expand the Fort Belknap Indian Irrigation Project,
 16 which shall include—

17 (1) planning, studies, and designing of the ex-
 18 isting and expanded Milk River unit, including the
 19 Pumping Plant, delivery pipe and canal, Fort
 20 Belknap Dam and Reservoir, and Peoples Creek
 21 Flood Protection Project;

22 (2) the rehabilitation, modernization, and con-
 23 struction of the existing Milk River unit; and

24 (3) construction of the expanded Milk River
 25 Project, including the Pumping Plant, delivery pipe

1 and canal, Fort Belknap Dam and Reservoir, and
2 Peoples Creek Flood Protection Project.

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

6 (c) CONSULTATION WITH THE FORT BELKNAP IN-
7 DIAN COMMUNITY.—The Secretary shall consult with the
8 Fort Belknap Indian Community on appropriate changes
9 to the final design and costs of any activity under this
10 section.

11 (d) FUNDING.—The total amount of obligations in-
12 curred by the Secretary in carrying out this section, prior
13 to any adjustment provided for in section 14(b), shall not
14 exceed \$415,832,153.

15 (e) NONREIMBURSABILITY OF COSTS.—All costs in-
16 curred by the Secretary in carrying out this section shall
17 be nonreimbursable.

18 (f) ADMINISTRATION.—The Assistant Secretary of
19 Indian Affairs and the Fort Belknap Indian Community
20 shall negotiate the cost of any oversight activity carried
21 out by the Bureau of Indian Affairs under any agreement
22 entered into under subsection (i), subject to the condition
23 that the total cost for the oversight shall not exceed 3 per-
24 cent of the total project costs for each project.

1 (g) PROJECT EFFICIENCIES.—If the total cost of
2 planning, studies, design, rehabilitation, modernization,
3 and construction activities relating to the projects de-
4 scribed in subsection (a) results in cost savings and is less
5 than the amounts authorized to be obligated, the Sec-
6 retary, at the request of the Fort Belknap Indian Commu-
7 nity, shall deposit those savings in the the Fort Belknap
8 Indian Community Water Resources and Water Rights
9 Administration, Operation, and Maintenance Account es-
10 tablished under section 12(b)(2).

11 (h) TREATMENT.—Any activities carried out pursu-
12 ant to this section that result in improvements, additions,
13 or modifications to the Fort Belknap Indian Irrigation
14 Project shall—

15 (1) become a part of the Fort Belknap Indian
16 Irrigation Project; and

17 (2) be recorded in the inventory of the Sec-
18 retary relating to the Fort Belknap Indian Irrigation
19 Project.

20 (i) APPLICABILITY OF ISDEAA.—At the request of
21 the Fort Belknap Indian Community, and in accordance
22 with the Indian Self-Determination and Education Assist-
23 ance Act (25 U.S.C. 5301 et seq.), the Secretary shall
24 enter into agreements with the Fort Belknap Indian Com-
25 munity to carry out all or a portion of this section.

1 (j) EFFECT.—Nothing in this section—

2 (1) alters any applicable law under which the
3 Bureau of Indian Affairs collects assessments or car-
4 ries out the operations and maintenance of the Fort
5 Belknap Indian Irrigation Project; or

6 (2) impacts the availability of amounts under
7 section 14.

8 (k) SATISFACTION OF FORT BELKNAP INDIAN IRRI-
9 GATION PROJECT SYSTEM REQUIREMENT.—The obliga-
10 tions of the Secretary under subsection (a) shall be
11 deemed satisfied if—

12 (1) the Secretary has rehabilitated, modernized,
13 and expanded the Fort Belknap Indian Irrigation
14 Project in accordance with subsection (a); or

15 (2) the Secretary—

16 (A) has expended all of the available fund-
17 ing provided pursuant to paragraphs (1)(C) and
18 (2)(A)(iv) of section 14(a); and

19 (B) despite diligent efforts, could not com-
20 plete the activities described in subsection (a).

21 **SEC. 10. SATISFACTION OF CLAIMS.**

22 (a) IN GENERAL.—The benefits provided under this
23 Act shall be in complete replacement of, complete substi-
24 tution for, and full satisfaction of any claim of the Fort
25 Belknap Indian Community against the United States

1 that is waived and released by the Fort Belknap Indian
2 Community under section 11(a).

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

6 (1) all claims waived and released by the United
7 States (acting as trustee for the allottees) under sec-
8 tion 11(a)(2); and

9 (2) any claims of the allottees against the
10 United States similar to the claims described in sec-
11 tion 11(a)(2) that the allottee asserted or could have
12 asserted.

13 **SEC. 11. WAIVERS AND RELEASES OF CLAIMS.**

14 (a) IN GENERAL.—

15 (1) WAIVER AND RELEASE OF CLAIMS BY THE
16 FORT BELKNAP INDIAN COMMUNITY AND UNITED
17 STATES AS TRUSTEE FOR THE FORT BELKNAP IN-
18 DIAN COMMUNITY.—Subject to the reservation of
19 rights and retention of claims under subsection (d),
20 as consideration for recognition of the Tribal water
21 rights and other benefits described in the Compact
22 and this Act, the Fort Belknap Indian Community,
23 acting on behalf of the Fort Belknap Indian Com-
24 munity and members of the Fort Belknap Indian
25 Community (but not any member of the Fort

1 Belknap Indian Community as an allottee), and the
2 United States, acting as trustee for the Fort
3 Belknap Indian Community and the members of the
4 Fort Belknap Indian Community (but not any mem-
5 ber of the Fort Belknap Indian Community as an al-
6 lottee), shall execute a waiver and release of all
7 claims for water rights within the State that the
8 Fort Belknap Indian Community, or the United
9 States acting as trustee for the Fort Belknap Indian
10 Community, asserted or could have asserted in any
11 proceeding, including a State stream adjudication,
12 on or before the enforceability date, except to the ex-
13 tent that such rights are recognized in the Compact
14 and this Act.

15 (2) WAIVER AND RELEASE OF CLAIMS BY THE
16 UNITED STATES AS TRUSTEE FOR ALLOTTEES.—
17 Subject to the reservation of rights and the retention
18 of claims under subsection (d), as consideration for
19 recognition of the Tribal water rights and other ben-
20 efits described in the Compact and this Act, the
21 United States, acting as trustee for the allottees,
22 shall execute a waiver and release of all claims for
23 water rights within the Reservation that the United
24 States, acting as trustee for the allottees, asserted or
25 could have asserted in any proceeding, including a

1 State stream adjudication, on or before the enforce-
2 ability date, except to the extent that such rights are
3 recognized in the Compact and this Act.

4 (3) WAIVER AND RELEASE OF CLAIMS BY THE
5 FORT BELKNAP INDIAN COMMUNITY AGAINST THE
6 UNITED STATES.—Subject to the reservation of
7 rights and retention of claims under subsection (d),
8 the Fort Belknap Indian Community, acting on be-
9 half of the Fort Belknap Indian Community and
10 members of the Fort Belknap Indian Community
11 (but not any member of the Fort Belknap Indian
12 Community as an allottee), shall execute a waiver
13 and release of all claims against the United States
14 (including any agency or employee of the United
15 States)—

16 (A) first arising before the enforceability
17 date relating to—

18 (i) water rights within the State that
19 the United States, acting as trustee for the
20 Fort Belknap Indian Community, asserted
21 or could have asserted in any proceeding,
22 including a general stream adjudication in
23 the State, except to the extent that such
24 rights are recognized as Tribal water
25 rights under this Act;

1 (ii) foregone benefits from nontribal
2 use of water, on and off the Reservation
3 (including water from all sources and for
4 all uses);

5 (iii) damage, loss, or injury to water,
6 water rights, land, or natural resources
7 due to loss of water or water rights, in-
8 cluding damages, losses, or injuries to
9 hunting, fishing, gathering, or cultural
10 rights due to loss of water or water rights,
11 claims relating to interference with, diver-
12 sion of, or taking of water, or claims relat-
13 ing to a failure to protect, acquire, replace,
14 or develop water, water rights, or water in-
15 frastructure within the State;

16 (iv) a failure to establish or provide a
17 municipal rural or industrial water delivery
18 system on the Reservation;

19 (v) damage, loss, or injury to water,
20 water rights, land, or natural resources
21 due to construction, operation, and man-
22 agement of the Fort Belknap Indian Irri-
23 gation Project and other Federal land and
24 facilities (including damages, losses, or in-

- 1 juries to Tribal fisheries, fish habitat, wild-
2 life, and wildlife habitat);
- 3 (vi) a failure to provide for operation
4 and maintenance, or deferred maintenance,
5 for the Fort Belknap Indian Irrigation
6 Project or any other irrigation system or
7 irrigation project;
- 8 (vii) the litigation of claims relating to
9 any water rights of the Fort Belknap In-
10 dian Community in the State;
- 11 (viii) the negotiation, execution, or
12 adoption of the Compact (including appen-
13 dices) and this Act;
- 14 (ix) the taking or acquisition of land
15 or resources of the Fort Belknap Indian
16 Community for the construction or oper-
17 ation of the Fort Belknap Indian Irriga-
18 tion Project or the Milk River Project; and
- 19 (x) the allocation of water of the Milk
20 River and the St. Mary River (including
21 tributaries) between the United States and
22 Canada pursuant to the International
23 Boundary Waters Treaty of 1909 (36 Stat.
24 2448); and

1 (B) relating to damage, loss, or injury to
2 water, water rights, land, or natural resources
3 due to mining activities in the Little Rockies
4 Mountains prior to the date of trust acquisition,
5 including damages, losses, or injuries to hunt-
6 ing, fishing, gathering, or cultural rights.

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

10 (c) OBJECTIONS IN MONTANA WATER COURT.—
11 Nothing in this Act or the Compact prohibits the Fort
12 Belknap Indian Community, a member of the Fort
13 Belknap Indian Community, an allottee, or the United
14 States in any capacity from objecting to any claim to a
15 water right filed in any general stream adjudication in the
16 Montana Water Court.

17 (d) RESERVATION OF RIGHTS AND RETENTION OF
18 CLAIMS.—Notwithstanding the waivers and releases under
19 subsection (a), the Fort Belknap Indian Community, act-
20 ing on behalf of the Fort Belknap Indian Community and
21 members of the Fort Belknap Indian Community, and the
22 United States, acting as trustee for the Fort Belknap In-
23 dian Community and the allottees shall retain—

24 (1) all claims relating to—

1 (A) the enforcement of water rights recog-
2 nized under the Compact, any final court decree
3 relating to those water rights, or this Act or to
4 water rights accruing on or after the enforce-
5 ability date;

6 (B) the quality of water under—

7 (i) CERCLA, including damages to
8 natural resources;

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

11 (iii) the Federal Water Pollution Con-
12 trol Act (33 U.S.C. 1251 et seq.); and

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

15 (C) damage, loss, or injury to land or nat-
16 ural resources that are—

17 (i) not due to loss of water or water
18 rights (including hunting, fishing, gath-
19 ering, or cultural rights); and

20 (ii) not described in subsection (a)(3);

21 and

22 (D) an action to prevent any person or
23 party (as defined in sections 29 and 30 of Arti-
24 cle II of the Compact) from interfering with the
25 enjoyment of the Tribal water rights;

1 (2) all claims relating to off-Reservation hunt-
2 ing rights, fishing rights, gathering rights, or other
3 rights;

4 (3) all claims relating to the right to use and
5 protect water rights acquired after the date of enact-
6 ment of this Act;

7 (4) all claims relating to the allocation of
8 waters of the Milk River and the Milk River Project
9 between the Fort Belknap Indian Community and
10 the Blackfeet Tribe, pursuant to section 3705(e)(3)
11 of the Blackfeet Water Rights Settlement Act (Pub-
12 lic Law 114–322; 130 Stat. 1818);

13 (5) all claims relating to the enforcement of the
14 Act, including the required transfer of land under
15 section 6; and

16 (6) all rights, remedies, privileges, immunities,
17 and powers not specifically waived and released pur-
18 suant to this Act or the Compact.

19 (e) EFFECT OF COMPACT AND ACT.—Nothing in the
20 Compact or this Act—

21 (1) affects the authority of the Fort Belknap
22 Indian Community to enforce the laws of the Fort
23 Belknap Indian Community, including with respect
24 to environmental protections;

1 (2) affects the ability of the United States, act-
2 ing as sovereign, to carry out any activity authorized
3 by law, including—

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

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

8 (C) CERCLA; and

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

11 (3) affects the ability of the United States to
12 act as trustee for any other Indian Tribe or an allot-
13 tee of any other Indian Tribe;

14 (4) confers jurisdiction on any State court—

15 (A) to interpret Federal law relating to
16 health, safety, or the environment;

17 (B) to determine the duties of the United
18 States or any other party under Federal law re-
19 lating to health, safety, or the environment; or

20 (C) to conduct judicial review of any Fed-
21 eral agency action;

22 (5) waives any claim of a member of the Fort
23 Belknap Indian Community in an individual capacity
24 that does not derive from a right of the Fort
25 Belknap Indian Community;

1 (6) revives any claim adjudicated in the decision
2 in *Gros Ventre Tribe v. United States*, 469 F.3d
3 801 (9th Cir. 2006); or

4 (7) revives any claim released by an allottee or
5 member of the Fort Belknap Indian Community in
6 the settlement in *Cobell v. Salazar*, No.
7 1:96CV01285–JR (D.D.C. 2012).

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

11 (1) the eligible members of the Fort Belknap
12 Indian Community have voted to approve this Act
13 and the Compact by a majority of votes cast on the
14 day of the vote;

15 (2)(A) the Montana Water Court has approved
16 the Compact in a manner from which no further ap-
17 peal may be taken; or

18 (B) if the Montana Water Court is found to
19 lack jurisdiction, the appropriate district court of the
20 United States has approved the Compact as a con-
21 sent decree from which no further appeal may be
22 taken;

23 (3) all of the amounts authorized to be appro-
24 priated under section 14 have been appropriated and
25 deposited in the designated accounts;

1 (4) the Secretary and the Fort Belknap Indian
2 Community have executed an allocation agreement
3 described in section 7(c)(1);

4 (5) the State has provided the required funding
5 into the Fort Belknap Indian Community Tribal Ir-
6 rigation and Other Water Resources Development
7 Account of the Trust Fund pursuant to section
8 14(a)(3); and

9 (6) the waivers and releases under subsection
10 (a) have been executed by the Fort Belknap Indian
11 Community and the Secretary.

12 (g) TOLLING OF CLAIMS.—

13 (1) IN GENERAL.—Each applicable period of
14 limitation and time-based equitable defense relating
15 to a claim described in this section shall be tolled for
16 the period beginning on the date of enactment of
17 this Act and ending on the enforceability date.

18 (2) EFFECT OF SUBSECTION.—Nothing in this
19 subsection revives any claim or tolls any period of
20 limitations or time-based equitable defense that ex-
21 pired before the date of enactment of this Act.

22 (h) EXPIRATION.—

23 (1) IN GENERAL.—This Act shall expire in any
24 case in which—

1 (A) the amounts authorized to be appro-
2 priated by this Act have not been made avail-
3 able to the Secretary by not later than—

4 (i) January 21, 2034; and

5 (ii) such alternative later date as is
6 agreed to by the Fort Belknap Indian
7 Community and the Secretary; or

8 (B) the Secretary fails to publish a state-
9 ment of findings under subsection (f) by not
10 later than—

11 (i) January 21, 2035; and

12 (ii) such alternative later date as is
13 agreed to by the Fort Belknap Indian
14 Community and the Secretary, after pro-
15 viding reasonable notice to the State.

16 (2) CONSEQUENCES.—If this Act expires under
17 paragraph (1)—

18 (A) the waivers and releases under sub-
19 section (a) shall—

20 (i) expire; and

21 (ii) have no further force or effect;

22 (B) the authorization, ratification, con-
23 firmation, and execution of the Compact under
24 section 4 shall no longer be effective;

1 (C) any action carried out by the Sec-
2 retary, and any contract or agreement entered
3 into, pursuant to this Act shall be void;

4 (D) any unexpended Federal funds appro-
5 priated or made available to carry out the ac-
6 tivities authorized by this Act, together with
7 any interest earned on those funds, and any
8 water rights or contracts to use water and title
9 to other property acquired or constructed with
10 Federal funds appropriated or made available
11 to carry out the activities authorized by this Act
12 shall be returned to the Federal Government,
13 unless otherwise agreed to by the Fort Belknap
14 Indian Community and the United States and
15 approved by Congress; and

16 (E) except for Federal funds used to ac-
17 quire or construct property that is returned to
18 the Federal Government under subparagraph
19 (D), the United States shall be entitled to offset
20 any Federal funds made available to carry out
21 this Act that were expended or withdrawn, or
22 any funds made available to carry out this Act
23 from other Federal authorized sources, together
24 with any interest accrued on those funds,
25 against any claims against the United States—

- 1 (i) relating to—
- 2 (I) water rights in the State as-
- 3 sserted by—
- 4 (aa) the Fort Belknap In-
- 5 dian Community; or
- 6 (bb) any user of the Tribal
- 7 water rights; or
- 8 (II) any other matter described
- 9 in subsection (a)(3); or
- 10 (ii) in any future settlement of water
- 11 rights of the Fort Belknap Indian Commu-
- 12 nity or an allottee.

13 **SEC. 12. AANIHH NAKODA SETTLEMENT TRUST FUND.**

14 (a) ESTABLISHMENT.—The Secretary shall establish

15 a trust fund for the Fort Belknap Indian Community, to

16 be known as the “Aaniih Nakoda Settlement Trust

17 Fund”, to be managed, invested, and distributed by the

18 Secretary and to remain available until expended, with-

19 drawn, or reverted to the general fund of the Treasury,

20 consisting of the amounts deposited in the Trust Fund

21 under subsection (c), together with any investment earn-

22 ings, including interest, earned on those amounts, for the

23 purpose of carrying out this Act.

24 (b) ACCOUNTS.—The Secretary shall establish in the

25 Trust Fund the following accounts:

1 (1) The Fort Belknap Indian Community Trib-
2 al Irrigation and Other Water Resources Develop-
3 ment Account.

4 (2) The Fort Belknap Indian Community
5 Water Resources and Water Rights Administration,
6 Operation, and Maintenance Account.

7 (3) The Fort Belknap Indian Community Clean
8 and Safe Domestic Water and Sewer Systems, and
9 Lake Elwell Project Account.

10 (c) DEPOSITS.—The Secretary shall deposit—

11 (1) in the Fort Belknap Indian Community
12 Tribal Irrigation and Other Water Resources Devel-
13 opment Account established under subsection (b)(1),
14 the amounts made available pursuant to paragraphs
15 (1)(A) and (2)(A)(i) of section 14(a);

16 (2) in the Fort Belknap Indian Community
17 Water Resources and Water Rights Administration,
18 Operation, and Maintenance Account established
19 under subsection (b)(2), the amounts made available
20 pursuant to section 14(a)(2)(A)(ii); and

21 (3) in the Fort Belknap Indian Community
22 Clean and Safe Domestic Water and Sewer Systems,
23 and Lake Elwell Project Account established under
24 subsection (b)(3), the amounts made available pur-

1 suant to paragraphs (1)(B) and (2)(A)(iii) of section
2 14(a).

3 (d) MANAGEMENT AND INTEREST.—

4 (1) MANAGEMENT.—On receipt and deposit of
5 the funds into the accounts in the Trust Fund pur-
6 suant to subsection (c), the Secretary shall manage,
7 invest, and distribute all amounts in the Trust Fund
8 in accordance with the investment authority of the
9 Secretary under—

10 (A) the first section of the Act of June 24,
11 1938 (25 U.S.C. 162a);

12 (B) the American Indian Trust Fund Man-
13 agement Reform Act of 1994 (25 U.S.C. 4001
14 et seq.); and

15 (C) this section.

16 (2) INVESTMENT EARNINGS.—In addition to
17 the amounts deposited under subsection (c), any in-
18 vestment earnings, including interest, credited to
19 amounts held in the Trust Fund shall be available
20 for use in accordance with subsections (e) and (g).

21 (e) AVAILABILITY OF AMOUNTS.—

22 (1) IN GENERAL.—Amounts appropriated to,
23 and deposited in, the Trust Fund, including any in-
24 vestment earnings, including interest, earned on
25 those amounts shall be made available—

1 (A) to the Fort Belknap Indian Commu-
2 nity by the Secretary beginning on the enforce-
3 ability date; and

4 (B) subject to the uses and restrictions in
5 this section.

6 (2) EXCEPTIONS.—Notwithstanding paragraph
7 (1)—

8 (A) amounts deposited in the Fort Belknap
9 Indian Community Tribal Irrigation and Other
10 Water Resources Development Account estab-
11 lished under subsection (b)(1) shall be available
12 to the Fort Belknap Indian Community on the
13 date on which the amounts are deposited for
14 uses described in subparagraphs (A) and (B) of
15 subsection (g)(1);

16 (B) amounts deposited in the Fort
17 Belknap Indian Community Water Resources
18 and Water Rights Administration, Operation,
19 and Maintenance Account established under
20 subsection (b)(2) shall be made available to the
21 Fort Belknap Indian Community on the date on
22 which the amounts are deposited and the Fort
23 Belknap Indian Community has satisfied the re-
24 quirements of section 11(f)(1), for the uses de-
25 scribed in subsection (g)(2)(A); and

1 (C) amounts deposited in the Fort Belknap
2 Indian Community Clean and Safe Domestic
3 Water and Sewer Systems, and Lake Elwell
4 Project Account established under subsection
5 (b)(3) shall be available to the Fort Belknap In-
6 dian Community on the date on which the
7 amounts are deposited for the uses described in
8 subsection (g)(3)(A).

9 (f) WITHDRAWALS.—

10 (1) AMERICAN INDIAN TRUST FUND MANAGE-
11 MENT REFORM ACT OF 1994.—

12 (A) IN GENERAL.—The Fort Belknap In-
13 dian Community may withdraw any portion of
14 the funds in the Trust Fund on approval by the
15 Secretary of a Tribal management plan sub-
16 mitted by the Fort Belknap Indian Community
17 in accordance with the American Indian Trust
18 Fund Management Reform Act of 1994 (25
19 U.S.C. 4001 et seq.).

20 (B) REQUIREMENTS.—In addition to the
21 requirements under the American Indian Trust
22 Fund Management Reform Act of 1994 (25
23 U.S.C. 4001 et seq.), the Tribal management
24 plan under this paragraph shall require that the
25 Fort Belknap Indian Community spend all

1 amounts withdrawn from the Trust Fund, and
2 any investment earnings accrued through the
3 investments under the Tribal management plan,
4 in accordance with this Act.

5 (C) ENFORCEMENT.—The Secretary may
6 carry out such judicial and administrative ac-
7 tions as the Secretary determines to be nec-
8 essary—

9 (i) to enforce the Tribal management
10 plan; and

11 (ii) to ensure that amounts withdrawn
12 from the Trust Fund by the Fort Belknap
13 Indian Community under this paragraph
14 are used in accordance with this Act.

15 (2) WITHDRAWALS UNDER EXPENDITURE
16 PLAN.—

17 (A) IN GENERAL.—The Fort Belknap In-
18 dian Community may submit to the Secretary a
19 request to withdraw funds from the Trust Fund
20 pursuant to an approved expenditure plan.

21 (B) REQUIREMENTS.—To be eligible to
22 withdraw funds under an expenditure plan
23 under this paragraph, the Fort Belknap Indian
24 Community shall submit to the Secretary for
25 approval an expenditure plan for any portion of

1 the Trust Fund that the Fort Belknap Indian
2 Community elects to withdraw pursuant to this
3 paragraph, subject to the condition that the
4 funds shall be used for the purposes described
5 in this Act.

6 (C) INCLUSIONS.—An expenditure plan
7 under this paragraph shall include a description
8 of the manner and purpose for which the
9 amounts proposed to be withdrawn from the
10 Trust Fund will be used by the Fort Belknap
11 Indian Community in accordance with sub-
12 sections (e) and (g).

13 (D) APPROVAL.—On receipt of an expendi-
14 ture plan under this paragraph, the Secretary
15 shall approve the expenditure plan if the Sec-
16 retary determines that the expenditure plan—

17 (i) is reasonable; and

18 (ii) is consistent with, and will be used
19 for, the purposes of this Act.

20 (E) ENFORCEMENT.—The Secretary may
21 carry out such judicial and administrative ac-
22 tions as the Secretary determines to be nec-
23 essary to enforce an expenditure plan under
24 this paragraph to ensure that amounts dis-

1 bursed under this paragraph are used in ac-
2 cordance with this Act.

3 (g) USES.—Amounts from the Trust Fund shall be
4 used by the Fort Belknap Indian Community for the fol-
5 lowing purposes:

6 (1) FORT BELKNAP INDIAN COMMUNITY TRIBAL
7 IRRIGATION AND OTHER WATER RESOURCES DEVEL-
8 OPMENT ACCOUNT.—Amounts in the Fort Belknap
9 Indian Community Tribal Irrigation and Other
10 Water Resources Development Account established
11 under subsection (b)(1) shall be used to pay the cost
12 of activities relating to—

13 (A) planning, studies, and design of the
14 Southern Tributary Irrigation Project and the
15 Peoples Creek Irrigation Project, including the
16 Upper Peoples Creek Dam and Reservoir, as
17 described in the Fort Belknap Indian Commu-
18 nity Comprehensive Water Development Plan
19 dated 2019;

20 (B) environmental compliance;

21 (C) construction of the Southern Tributary
22 Irrigation Project and the Peoples Creek Irriga-
23 tion Project, including the Upper Peoples Creek
24 Dam and Reservoir;

25 (D) wetlands restoration and development;

1 (E) stock watering infrastructure; and

2 (F) on farm development support and re-
3 acquisition of fee lands within the Fort Belknap
4 Indian Irrigation Project.

5 (2) FORT BELKNAP INDIAN COMMUNITY WATER
6 RESOURCES AND WATER RIGHTS ADMINISTRATION,
7 OPERATION, AND MAINTENANCE ACCOUNT.—
8 Amounts in the Fort Belknap Indian Community
9 Water Resources and Water Rights Administration,
10 Operation, and Maintenance Account established
11 under subsection (b)(2), the principal and invest-
12 ment earnings, including interest, may only be used
13 by the Fort Belknap Indian Community to pay the
14 costs of activities described in subparagraphs (A)
15 through (C) as follows:

16 (A) \$9,000,000 shall be used for the estab-
17 lishment, operation, and capital expenditures in
18 connection with the administration of the Tribal
19 water resources and water rights development,
20 including the development or enactment of a
21 Tribal water code.

22 (B) Only investment earnings, including
23 interest, on \$29,299,059 shall be used and be
24 available to pay the costs of activities for ad-
25 ministration, operations, and regulation of the

1 Tribal water resources and water rights depart-
2 ment, in accordance with the Compact and this
3 Act.

4 (C) Only investment earnings, including in-
5 terest, on \$28,331,693 shall be used and be
6 available to pay the costs of activities relating
7 to a portion of the annual assessment costs for
8 the Fort Belknap Indian Community and Tribal
9 members, including allottees, under the Fort
10 Belknap Indian Irrigation Project.

11 (3) FORT BELKNAP INDIAN COMMUNITY CLEAN
12 AND SAFE DOMESTIC WATER AND SEWER SYSTEMS,
13 AND LAKE ELWELL PROJECT ACCOUNT.—Amounts
14 in the Fort Belknap Indian Community Clean and
15 Safe Domestic Water and Sewer Systems, and Lake
16 Elwell Project Account established under subsection
17 (b)(3), the principal and investment earnings, in-
18 cluding interest, may only be used by the Fort
19 Belknap Indian Community to pay the costs of ac-
20 tivities relating to—

21 (A) planning, studies, and design of do-
22 mestic water supply, sewer collection and treat-
23 ment systems, and Lake Elwell Project, as de-
24 scribed in the Fort Belknap Indian Community
25 Comprehensive Water Development Plan dated

1 2019, including water delivery to the southern
2 part of the Reservation;

3 (B) construction of domestic water supply,
4 sewer collection, and treatment systems;

5 (C) construction, in accordance with appli-
6 cable law, of infrastructure for delivery of Lake
7 Elwell water diverted from the Missouri River
8 to the southern part of the Reservation; and

9 (D) planning, studies, design, and con-
10 struction of a Tribal wellness center for a work
11 force health and wellbeing project.

12 (h) LIABILITY.—The Secretary shall not be liable for
13 any expenditure or investment of amounts withdrawn from
14 the Trust Fund by the Fort Belknap Indian Community
15 pursuant to subsection (f).

16 (i) PROJECT EFFICIENCIES.—If the total cost of the
17 activities described in subsection (g) results in cost savings
18 and is less than the amounts authorized to be obligated
19 under any of paragraphs (1) through (3) of that sub-
20 section required to carry out those activities, the Sec-
21 retary, at the request of the Fort Belknap Indian Commu-
22 nity, shall deposit those savings in the Trust Fund to be
23 used in accordance with that subsection.

24 (j) ANNUAL REPORT.—The Fort Belknap Indian
25 Community shall submit to the Secretary an annual ex-

1 penditure report describing accomplishments and amounts
2 spent from use of withdrawals under a Tribal management
3 plan or an expenditure plan described in this section.

4 (k) NO PER CAPITA PAYMENTS.—No principal or in-
5 terest amount in any account established by this section
6 shall be distributed to any member of the Fort Belknap
7 Indian Community on a per capita basis.

8 (l) EFFECT.—Nothing in this Act entitles the Fort
9 Belknap Indian Community to judicial review of a deter-
10 mination of the Secretary regarding whether to approve
11 a Tribal management plan under paragraph (1) or an ex-
12 penditure plan under paragraph (2), except as provided
13 under subchapter II of chapter 5, and chapter 7, of title
14 5, United States Code (commonly known as the “Adminis-
15 trative Procedure Act”).

16 **SEC. 13. FORT BELKNAP INDIAN COMMUNITY WATER SET-**
17 **TLEMENT IMPLEMENTATION FUND.**

18 (a) ESTABLISHMENT.—There is established in the
19 Treasury of the United States a non-trust, interest-bear-
20 ing account to be known as the “Fort Belknap Indian
21 Community Water Settlement Implementation Fund”, to
22 be managed and distributed by the Secretary, for use by
23 the Secretary for carrying out this Act.

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

1 (1) The Fort Belknap Indian Irrigation Project
2 System Account.

3 (2) The Milk River Project Mitigation Account.

4 (c) DEPOSITS.—The Secretary shall deposit—

5 (1) in the Fort Belknap Indian Irrigation
6 Project System Account established under subsection
7 (b)(1), the amount made available pursuant to para-
8 graphs (1)(C) and (2)(A)(iv) of section 14(a); and

9 (2) in the Milk River Project Mitigation Ac-
10 count established under subsection (b)(2), the
11 amount made available pursuant to section
12 14(a)(1)(D).

13 (d) USES.—

14 (1) FORT BELKNAP INDIAN IRRIGATION
15 PROJECT SYSTEM ACCOUNT.—The Fort Belknap In-
16 dian Irrigation Project Rehabilitation Account estab-
17 lished under subsection (b)(1) shall be used to carry
18 out section 9, except as provided in subsection (g)
19 of that section.

20 (2) MILK RIVER PROJECT MITIGATION AC-
21 COUNT.—The Milk River Project Mitigation Account
22 established under subsection (b)(2) may only be used
23 to carry out section 8.

24 (e) MANAGEMENT.—

1 (1) IN GENERAL.—Amounts in the Implementa-
2 tion Fund shall not be available to the Secretary for
3 expenditure until the enforceability date.

4 (2) EXCEPTION.—Notwithstanding paragraph
5 (1), amounts deposited in the Fort Belknap Indian
6 Irrigation Project System Account established under
7 subsection (b)(1) shall be available to the Secretary
8 on the date on which the amounts are deposited for
9 uses described in paragraphs (1) and (2) of section
10 9(a).

11 (f) INTEREST.—In addition to the deposits under
12 subsection (c), any interest credited to amounts unex-
13 pended in the Implementation Fund are authorized to be
14 appropriated to be used in accordance with the uses de-
15 scribed in subsection (d).

16 **SEC. 14. FUNDING.**

17 (a) FUNDING.—

18 (1) AUTHORIZATION OF APPROPRIATIONS.—
19 Subject to subsection (b), there are authorized to be
20 appropriated to the Secretary—

21 (A) for deposit in the Fort Belknap Indian
22 Community Tribal Irrigation and Other Water
23 Resources Development Account of the Trust
24 Fund established under section 12(b)(1),
25 \$89,643,100, to be retained until expended,

1 withdrawn, or reverted to the general fund of
2 the Treasury;

3 (B) for deposit in the Fort Belknap Indian
4 Community Clean and Safe Domestic Water
5 and Sewer Systems, and Lake Elwell Project
6 Account of the Trust Fund established under
7 section 12(b)(3), \$157,371,593, to be retained
8 until expended, withdrawn, or reverted to the
9 general fund of the Treasury;

10 (C) for deposit in the Fort Belknap Indian
11 Irrigation Project System Account of the Imple-
12 mentation Fund established under section
13 13(b)(1), such sums as are necessary, but not
14 more than \$187,124,469, for the Secretary to
15 carry out section 9, to be retained until ex-
16 pended, withdrawn, or reverted to the general
17 fund of the Treasury; and

18 (D) for deposit in the Milk River Project
19 Mitigation Account of the Implementation Fund
20 established under section 13(b)(2), such sums
21 as are necessary, but not more than
22 \$300,000,000, for the Secretary to carry out
23 obligations of the Secretary under section 8, to
24 be retained until expended, withdrawn, or re-
25 verted to the general fund of the Treasury.

1 (2) MANDATORY APPROPRIATIONS.—

2 (A) IN GENERAL.—Out of any funds in the
3 Treasury not otherwise appropriated, the Sec-
4 retary of the Treasury shall deposit—

5 (i) in the Fort Belknap Indian Com-
6 munity Tribal Irrigation and Other Water
7 Resources Development Account of the
8 Trust Fund established under section
9 12(b)(1), \$29,881,034, to be retained until
10 expended, withdrawn, or reverted to the
11 general fund of the Treasury;

12 (ii) in the Fort Belknap Indian Com-
13 munity Water Resources and Water Rights
14 Administration, Operation, and Mainte-
15 nance Account of the Trust Fund estab-
16 lished under section 12(b)(2),
17 \$66,630,752;

18 (iii) in the Fort Belknap Indian Com-
19 munity Clean and Safe Domestic Water
20 and Sewer Systems, and Lake Elwell
21 Project Account of the Trust Fund estab-
22 lished under section 12(b)(3),
23 \$110,628,407; and

24 (iv) in the Fort Belknap Indian Irri-
25 gation Project System Account of the Im-

1 plementation Fund established under sec-
2 tion 13(b)(1), \$228,717,684.

3 (B) AVAILABILITY.—Amounts deposited in
4 the Trust Fund under subparagraph (A) shall
5 be available without further appropriation.

6 (3) STATE COST SHARE.—The State shall con-
7 tribute \$5,000,000, plus any earned interest, pay-
8 able to the Secretary for deposit in the Fort Belknap
9 Indian Community Tribal Irrigation and Other
10 Water Resources Development Account of the Trust
11 Fund established under section 12(b)(1) on approval
12 of a final decree by the Montana Water Court for
13 the purpose of activities relating to the Upper Peo-
14 ples Creek Dam and Reservoir under subparagraphs
15 (A) through (C) of section 12(g)(1).

16 (b) FLUCTUATION IN COSTS.—

17 (1) IN GENERAL.—The amounts authorized to
18 be appropriated under paragraphs (1) and (2) of
19 subsection (a) and this subsection shall be—

20 (A) increased or decreased, as appropriate,
21 by such amounts as may be justified by reason
22 of ordinary fluctuations in costs occurring after
23 the date of enactment of this Act as indicated
24 by the Bureau of Reclamation Construction
25 Cost Index—Composite Trend; and

1 (B) adjusted to address construction cost
2 changes necessary to account for unforeseen
3 market volatility that may not otherwise be cap-
4 tured by engineering cost indices as determined
5 by the Secretary, including repricing applicable
6 to the types of construction and current indus-
7 try standards involved.

8 (2) REPETITION.—The adjustment process
9 under paragraph (1) shall be repeated for each sub-
10 sequent amount appropriated until the amount au-
11 thorized to be appropriated under subsection (a), as
12 adjusted, has been appropriated.

13 (3) PERIOD OF INDEXING.—

14 (A) TRUST FUND.—With respect to the
15 Trust Fund, the period of indexing adjustment
16 under paragraph (1) for any increment of fund-
17 ing shall end on the date on which the funds
18 are deposited into the Trust Fund.

19 (B) IMPLEMENTATION FUND.—With re-
20 spect to the Implementation Fund, the period
21 of adjustment under paragraph (1) for any in-
22 crement of funding shall be annually.

23 **SEC. 15. MISCELLANEOUS PROVISIONS.**

24 (a) WAIVER OF SOVEREIGN IMMUNITY BY THE
25 UNITED STATES.—Except as provided in subsections (a)

1 through (c) of section 208 of the Department of Justice
2 Appropriation Act, 1953 (43 U.S.C. 666), nothing in this
3 Act waives the sovereign immunity of the United States.

4 (b) OTHER TRIBES NOT ADVERSELY AFFECTED.—
5 Nothing in this Act quantifies or diminishes any land or
6 water right, or any claim or entitlement to land or water,
7 of an Indian Tribe, band, or community other than the
8 Fort Belknap Indian Community.

9 (c) ELIMINATION OF DEBTS OR LIENS AGAINST AL-
10 LOTMENTS OF THE FORT BELKNAP INDIAN COMMUNITY
11 MEMBERS WITHIN THE FORT BELKNAP INDIAN IRRIGA-
12 TION PROJECT.—On the date of enactment of this Act,
13 the Secretary shall cancel and eliminate all debts or liens
14 against the allotments of land held by the Fort Belknap
15 Indian Community and the members of the Fort Belknap
16 Indian Community due to construction assessments and
17 annual operation and maintenance charges relating to the
18 Fort Belknap Indian Irrigation Project.

19 (d) EFFECT ON CURRENT LAW.—Nothing in this Act
20 affects any provision of law (including regulations) in ef-
21 fect on the day before the date of enactment of this Act
22 with respect to pre-enforcement review of any Federal en-
23 vironmental enforcement action.

24 (e) EFFECT ON RECLAMATION LAWS.—The activities
25 carried out by the Commissioner under this Act shall not

1 establish a precedent or impact the authority provided
2 under any other provision of the reclamation laws, includ-
3 ing—

4 (1) the Reclamation Rural Water Supply Act of
5 2006 (43 U.S.C. 2401 et seq.); and

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

8 (f) ADDITIONAL FUNDING.—Nothing in this Act pro-
9 hibits the Fort Belknap Indian Community from seek-
10 ing—

11 (1) additional funds for Tribal programs or
12 purposes; or

13 (2) funding from the United States or the State
14 based on the status of the Fort Belknap Indian
15 Community as an Indian Tribe.

16 (g) RIGHTS UNDER STATE LAW.—Except as pro-
17 vided in section 1 of Article III of the Compact (relating
18 to the closing of certain water basins in the State to new
19 appropriations in accordance with the laws of the State),
20 nothing in this Act or the Compact precludes the acquisi-
21 tion or exercise of a right arising under State law (as de-
22 fined in section 6 of Article II of the Compact) to the use
23 of water by the Fort Belknap Indian Community, or a
24 member or allottee of the Fort Belknap Indian Commu-
25 nity, outside the Reservation by—

1 (1) purchase of the right; or

2 (2) submitting to the State an application in
3 accordance with State law.

4 (h) WATER STORAGE AND IMPORTATION.—Nothing
5 in this Act or the Compact prevents the Fort Belknap In-
6 dian Community from participating in any project to im-
7 port water to, or to add storage in, the Milk River Basin.

8 **SEC. 16. ANTIDEFICIENCY.**

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

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

16 (2) there are not enough funds available in the
17 Reclamation Water Settlements Fund established by
18 section 10501(a) of the Omnibus Public Land Man-
19 agement Act of 2009 (43 U.S.C. 407(a)) to carry
20 out the purposes of this Act.

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