

118TH CONGRESS
2D SESSION

S. 1987

AN ACT

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,*

1 **SECTION 1. SHORT TITLE.**

2 This Act may be cited as the “Fort Belknap Indian
3 Community Water Rights Settlement Act of 2024”.

4 **SEC. 2. PURPOSES.**

5 The purposes of this Act are—

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

9 (A) the Fort Belknap Indian Community
10 of the Fort Belknap Reservation of Montana;
11 and

12 (B) the United States, acting as trustee
13 for the Fort Belknap Indian Community and
14 allottees;

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

19 (3) to authorize and direct the Secretary—

20 (A) to execute the Compact; and

21 (B) to take any other actions necessary to
22 carry out the Compact in accordance with this
23 Act;

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

1 (5) to authorize the exchange and transfer of
2 certain Federal and State land.

3 **SEC. 3. DEFINITIONS.**

4 In this Act:

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

8 (A) located within the Reservation; and

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

10 (2) BLACKFEET TRIBE.—The term “Blackfeet
11 Tribe” means the Blackfeet Tribe of the Blackfeet
12 Indian Reservation of Montana.

13 (3) CERCLA.—The term “CERCLA” means the
14 Comprehensive Environmental Response, Compensa-
15 tion, and Liability Act of 1980 (42 U.S.C. 9601 et
16 seq.).

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

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

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

24 (B) any appendix (including appendix
25 amendments), part, or amendment to the Com-

1 pact that is executed to make the Compact con-
 2 sistent with this Act.

3 (6) ENFORCEABILITY DATE.—The term “en-
 4 forceability date” means the date described in sec-
 5 tion 11(f).

6 (7) FORT BELKNAP INDIAN COMMUNITY.—The
 7 term “Fort Belknap Indian Community” means the
 8 Gros Ventre and Assiniboine Tribes of the Fort
 9 Belknap Reservation of Montana, a federally recog-
 10 nized Indian Tribal entity included on the list pub-
 11 lished by the Secretary pursuant to section 104(a)
 12 of the Federally Recognized Indian Tribe List Act of
 13 1994 (25 U.S.C. 5131(a)).

14 (8) FORT BELKNAP INDIAN COMMUNITY COUN-
 15 CIL.—The term “Fort Belknap Indian Community
 16 Council” means the governing body of the Fort
 17 Belknap Indian Community.

18 (9) FORT BELKNAP INDIAN IRRIGATION
 19 PROJECT.—

20 (A) IN GENERAL.—The term “Fort
 21 Belknap Indian Irrigation Project” means the
 22 Federal Indian irrigation project constructed
 23 and operated by the Bureau of Indian Affairs,
 24 consisting of the Milk River unit, including—

25 (i) the Three Mile unit; and

1 (ii) the White Bear unit.

2 (B) INCLUSIONS.—The term “Fort
3 Belknap Indian Irrigation Project” includes any
4 addition to the Fort Belknap Indian Irrigation
5 Project constructed pursuant to this Act, in-
6 cluding expansion of the Fort Belknap Indian
7 Irrigation Project, the Pumping Plant, delivery
8 Pipe and Canal, the Fort Belknap Reservoir
9 and Dam, and the Peoples Creek Flood Protec-
10 tion Project.

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

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

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

1 (13) MALTA IRRIGATION DISTRICT.—The term
 2 “Malta Irrigation District” means the public cor-
 3 poration—

4 (A) created on December 28, 1923, pursu-
 5 ant to the laws of the State relating to irriga-
 6 tion districts; and

7 (B) headquartered in Malta, Montana.

8 (14) MILK RIVER.—The term “Milk River”
 9 means the mainstem of the Milk River and each
 10 tributary of the Milk River between the headwaters
 11 of the Milk River and the confluence of the Milk
 12 River with the Missouri River, consisting of—

13 (A) Montana Water Court Basins 40F,
 14 40G, 40H, 40I, 40J, 40K, 40L, 40M, 40N, and
 15 40O; and

16 (B) the portion of the Milk River and each
 17 tributary of the Milk River that flows through
 18 the Canadian Provinces of Alberta and Sas-
 19 katchewan.

20 (15) MILK RIVER PROJECT.—

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

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

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

(i) the St. Mary Unit;

(ii) the Fresno Dam and Reservoir;

and

(iii) the Dodson pumping unit.

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

(17) OPERATIONS AND MAINTENANCE.—The term “operations and maintenance” means the Bureau of Indian Affairs operations and maintenance activities related to costs described in section 171.500 of title 25, Code of Federal Regulations (or a successor regulation).

(18) OPERATIONS, MAINTENANCE, AND REPLACEMENT.—The term “operations, maintenance, and replacement” means—

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

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

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

5 (19) PICK-SLOAN MISSOURI RIVER BASIN PRO-
 6 GRAM.—The term “Pick-Sloan Missouri River Basin
 7 Program” means the Pick-Sloan Missouri River
 8 Basin Program (authorized by section 9 of the Act
 9 of December 22, 1944 (commonly known as the
 10 “Flood Control Act of 1944”) (58 Stat. 891, chapter
 11 665)).

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

14 (21) RESERVATION.—

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

18 (B) INCLUSIONS.—The term “Reserva-
 19 tion” includes—

20 (i) all land and interests in land es-
 21 tablished by—

22 (I) the Agreement with the Gros
 23 Ventre and Assiniboiné Tribes of the
 24 Fort Belknap Reservation, ratified by
 25 the Act of May 1, 1888 (25 Stat. 113,

1 chapter 212), as modified by the
 2 Agreement with the Indians of the
 3 Fort Belknap Reservation of October
 4 9, 1895 (ratified by the Act of June
 5 10, 1896) (29 Stat. 350, chapter
 6 398);

7 (II) the Act of March 3, 1921
 8 (41 Stat. 1355, chapter 135); and

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

11 (ii) the land known as the “Hancock
 12 lands” purchased by the Fort Belknap In-
 13 dian Community pursuant to the Fort
 14 Belknap Indian Community Council Reso-
 15 lution No. 234–89 (October 2, 1989); and

16 (iii) all land transferred to the United
 17 States to be held in trust for the benefit of
 18 the Fort Belknap Indian Community under
 19 section 6.

20 (22) SECRETARY.—The term “Secretary”
 21 means the Secretary of the Interior.

22 (23) ST. MARY UNIT.—

23 (A) IN GENERAL.—The term “St. Mary
 24 Unit” means the St. Mary Storage Unit of the

1 Milk River Project authorized by Congress on
2 March 25, 1905.

3 (B) INCLUSIONS.—The term “St. Mary
4 Unit” includes—

5 (i) Sherburne Dam and Reservoir;

6 (ii) Swift Current Creek Dike;

7 (iii) Lower St. Mary Lake;

8 (iv) St. Mary Canal Diversion Dam;

9 and

10 (v) St. Mary Canal and appur-
11 tenances.

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

14 (25) TRIBAL WATER CODE.—The term “Tribal
15 water code” means the Tribal water code enacted by
16 the Fort Belknap Indian Community pursuant to
17 section 5(g).

18 (26) TRIBAL WATER RIGHTS.—The term “Trib-
19 al water rights” means the water rights of the Fort
20 Belknap Indian Community, as described in Article
21 III of the Compact and this Act, including the allo-
22 cation of water to the Fort Belknap Indian Commu-
23 nity from Lake Elwell under section 7.

24 (27) TRUST FUND.—The term “Trust Fund”
25 means the Aaniiih Nakoda Settlement Trust Fund

1 established for the Fort Belknap Indian Community
2 under section 12(a).

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

4 (a) RATIFICATION OF COMPACT.—

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

7 (2) AMENDMENTS.—Any amendment to the
8 Compact is authorized, ratified, and confirmed to
9 the extent that the amendment is executed to make
10 the Compact consistent with this Act.

11 (b) EXECUTION.—

12 (1) IN GENERAL.—To the extent that the Com-
13 pact does not conflict with this Act, the Secretary
14 shall execute the Compact, including all appendices
15 to, or parts of, the Compact requiring the signature
16 of the Secretary.

17 (2) MODIFICATIONS.—Nothing in this Act pre-
18 cludes the Secretary from approving any modifica-
19 tion to an appendix to the Compact that is con-
20 sistent with this Act, to the extent that the modifica-
21 tion does not otherwise require congressional ap-
22 proval under section 2116 of the Revised Statutes
23 (25 U.S.C. 177) or any other applicable provision of
24 Federal law.

25 (c) ENVIRONMENTAL COMPLIANCE.—

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

4 (A) the Endangered Species Act of 1973
5 (16 U.S.C. 1531 et seq.);

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

9 (C) other applicable Federal environmental
10 laws and regulations.

11 (2) COMPLIANCE.—

12 (A) IN GENERAL.—In implementing the
13 Compact and this Act, the Fort Belknap Indian
14 Community shall prepare any necessary envi-
15 ronmental documents, except for any environ-
16 mental documents required under section 8,
17 consistent with all applicable provisions of—

18 (i) the Endangered Species Act of
19 1973 (16 U.S.C. 1531 et seq.);

20 (ii) the National Environmental Policy
21 Act of 1969 (42 U.S.C. 4231 et seq.), in-
22 cluding the implementing regulations of
23 that Act; and

24 (iii) all other applicable Federal envi-
25 ronmental laws and regulations.

1 (B) AUTHORIZATIONS.—The Secretary
2 shall—

3 (i) independently evaluate the docu-
4 mentation submitted under subparagraph
5 (A); and

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

8 (3) EFFECT OF EXECUTION.—The execution of
9 the Compact by the Secretary under this section
10 shall not constitute a major Federal action for pur-
11 poses of the National Environmental Policy Act of
12 1969 (42 U.S.C. 4321 et seq.).

13 (4) COSTS.—Any costs associated with the per-
14 formance of the compliance activities described in
15 paragraph (2) shall be paid from funds deposited in
16 the Trust Fund, subject to the condition that any
17 costs associated with the performance of Federal ap-
18 proval or other review of such compliance work or
19 costs associated with inherently Federal functions
20 shall remain the responsibility of the Secretary.

21 **SEC. 5. TRIBAL WATER RIGHTS.**

22 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

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

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

4 (3) CONFLICT.—In the event of a conflict be-
5 tween the Compact and this Act, this Act shall con-
6 trol.

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

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

15 (2) the availability of funding under this Act
16 and from other sources;

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

19 (4) the applicability of section 7 of the Act of
20 February 8, 1887 (24 Stat. 390, chapter 119; 25
21 U.S.C. 381), and this Act to protect the interests of
22 allottees.

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

1 (1) shall be held in trust by the United States
2 for the use and benefit of the Fort Belknap Indian
3 Community and allottees in accordance with this
4 Act; and

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

7 (d) ALLOTTEES.—

8 (1) APPLICABILITY OF THE ACT OF FEBRUARY
9 8, 1887.—The provisions of section 7 of the Act of
10 February 8, 1887 (24 Stat. 390, chapter 119; 25
11 U.S.C. 381), relating to the use of water for irriga-
12 tion purposes, shall apply to the Tribal water rights.

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

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

19 (4) CLAIMS.—

20 (A) EXHAUSTION OF REMEDIES.—Before
21 asserting any claim against the United States
22 under section 7 of the Act of February 8, 1887
23 (24 Stat. 390, chapter 119; 25 U.S.C. 381), or
24 any other applicable law, an allottee shall ex-

1 haust remedies available under the Tribal water
2 code or other applicable Tribal law.

3 (B) ACTION FOR RELIEF.—After the ex-
4 haustion of all remedies available under the
5 Tribal water code or other applicable Tribal
6 law, an allottee may seek relief under section 7
7 of the Act of February 8, 1887 (24 Stat. 390,
8 chapter 119; 25 U.S.C. 381), or other applica-
9 ble law.

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

13 (e) AUTHORITY OF THE FORT BELKNAP INDIAN
14 COMMUNITY.—

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

20 (2) OFF-RESERVATION USE.—The Fort
21 Belknap Indian Community may allocate, distribute,
22 and lease the Tribal water rights for off-Reservation
23 use in accordance with the Compact, this Act, and
24 applicable Federal law—

1 (A) subject to the approval of the Sec-
 2 retary; or

3 (B) pursuant to Tribal water leasing regu-
 4 lations consistent with the requirements of sub-
 5 section (f).

6 (3) LAND LEASES BY ALLOTTEES.—Notwith-
 7 standing paragraph (1), an allottee may lease any
 8 interest in land held by the allottee, together with
 9 any water right determined to be appurtenant to the
 10 interest in land, in accordance with the Tribal water
 11 code.

12 (f) TRIBAL WATER LEASING REGULATIONS.—

13 (1) IN GENERAL.—At the discretion of the Fort
 14 Belknap Indian Community, any water lease of the
 15 Fort Belknap Indian Community of the Tribal water
 16 rights for use on or off the Reservation shall not re-
 17 quire the approval of the Secretary if the lease—

18 (A) is executed under tribal regulations,
 19 approved by the Secretary under this sub-
 20 section;

21 (B) is in accordance with the Compact;
 22 and

23 (C) does not exceed a term of 100 years,
 24 except that a lease may include an option to

1 renew for 1 additional term of not to exceed
2 100 years.

3 (2) AUTHORITY OF THE SECRETARY OVER
4 TRIBAL WATER LEASING REGULATIONS.—

5 (A) IN GENERAL.—The Secretary shall
6 have the authority to approve or disapprove any
7 Tribal water leasing regulations issued in ac-
8 cordance with paragraph (1).

9 (B) CONSIDERATIONS FOR APPROVAL.—
10 The Secretary shall approve any Tribal water
11 leasing regulations issued in accordance with
12 paragraph (1) if the Tribal water leasing regu-
13 lations—

14 (i) provide for an environmental re-
15 view process that includes—

16 (I) the identification and evalua-
17 tion of any significant effects of the
18 proposed action on the environment;
19 and

20 (II) a process for ensuring that—

21 (aa) the public is informed
22 of, and has a reasonable oppor-
23 tunity to comment on, any sig-
24 nificant environmental impacts of
25 the proposed action identified by

1 the Fort Belknap Indian Com-
 2 munity; and

3 (bb) the Fort Belknap In-
 4 dian Community provides re-
 5 sponses to relevant and sub-
 6 stantive public comments on
 7 those impacts prior to its ap-
 8 proval of a water lease; and

9 (ii) are consistent with this Act and
 10 the Compact.

11 (3) REVIEW PROCESS.—

12 (A) IN GENERAL.—Not later than 120
 13 days after the date on which Tribal water leas-
 14 ing regulations under paragraph (1) are sub-
 15 mitted to the Secretary, the Secretary shall re-
 16 view and approve or disapprove the regulations.

17 (B) WRITTEN DOCUMENTATION.—If the
 18 Secretary disapproves the Tribal water leasing
 19 regulations described in subparagraph (A), the
 20 Secretary shall include written documentation
 21 with the disapproval notification that describes
 22 the basis for this disapproval.

23 (C) EXTENSION.—The deadline described
 24 in subparagraph (A) may be extended by the

1 Secretary, after consultation with the Fort
2 Belknap Indian Community.

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

8 (A) shall have the authority to rely on the
9 environmental review process of the applicable
10 Federal agency; and

11 (B) shall not be required to carry out a
12 tribal environmental review process under this
13 subsection.

14 (5) DOCUMENTATION.—If the Fort Belknap In-
15 dian Community issues a lease pursuant to Tribal
16 water leasing regulations under paragraph (1), the
17 Fort Belknap Indian Community shall provide the
18 Secretary and the State a copy of the lease, includ-
19 ing any amendments or renewals to the lease.

20 (6) LIMITATION OF LIABILITY.—

21 (A) IN GENERAL.—The United States
22 shall not be liable in any claim relating to the
23 negotiation, execution, or approval of any lease
24 or exchange agreement or storage agreement,
25 including any claims relating to the terms in-

cluded in such an agreement, made pursuant to Tribal water leasing regulations under paragraph (1).

(B) OBLIGATIONS.—The United States shall have no trust obligation or other obligation to monitor, administer, or account for—

(i) any funds received by the Fort Belknap Indian Community as consideration under any lease or exchange agreement or storage agreement; or

(ii) the expenditure of those funds.

(g) TRIBAL WATER CODE.—

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

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

(B) the establishment by the Fort Belknap Indian Community of the conditions, permit requirements, and other requirements for the allo-

1 cation, distribution, or use of the Tribal water
2 rights in accordance with the Compact and this
3 Act.

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

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

9 (B) a process by which an allottee may re-
10 quest that the Fort Belknap Indian Community
11 provide water for irrigation use in accordance
12 with this Act, including the provision of water
13 under any allottee lease under section 4 of the
14 Act of June 25, 1910 (36 Stat. 856, chapter
15 431; 25 U.S.C. 403);

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

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

24 (ii) resolution of any contested admin-
25 istrative decision;

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

10 (E) a process by which an owner of fee
11 land within the boundaries of the Reservation
12 may apply for use of a portion of the Tribal
13 water rights; and

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

21 (3) ACTION BY SECRETARY.—

22 (A) IN GENERAL.—During the period be-
23 ginning on the date of enactment of this Act
24 and ending on the date on which a Tribal water
25 code described in paragraphs (1) and (2) is en-

acted, the Secretary shall administer, with respect to the rights of allottees, the Tribal water rights in accordance with the Compact and this Act.

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

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

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

(C) APPROVAL PERIOD.—

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

(ii) EXTENSIONS.—The deadline described in clause (i) may be extended by the Secretary, after consultation with the Fort Belknap Indian Community.

1 (h) ADMINISTRATION.—

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

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

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

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

18 (1) authorizes any action by an allottee against
19 any individual or entity, or against the Fort Belknap
20 Indian Community, under Federal, State, Tribal, or
21 local law; or

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

1 (j) PICK-SLOAN MISSOURI RIVER BASIN PROGRAM
 2 POWER RATES.—

3 (1) IN GENERAL.—Notwithstanding any other
 4 provision of law, the Secretary, in cooperation with
 5 the Secretary of Energy, shall make available the
 6 Pick-Sloan Missouri River Basin Program irrigation
 7 project pumping power rates to the Fort Belknap
 8 Indian Community, the Fort Belknap Indian Irriga-
 9 tion Project, and any projects funded under this Act.

10 (2) AUTHORIZED PURPOSES.—The power rates
 11 made available under paragraph (1) shall be author-
 12 ized for the purposes of wheeling, administration,
 13 and payment of irrigation project pumping power
 14 rates, including project use power for gravity power.

15 **SEC. 6. EXCHANGE AND TRANSFER OF LAND.**

16 (a) EXCHANGE OF ELIGIBLE LAND AND STATE
 17 LAND.—

18 (1) DEFINITIONS.—In this subsection:

19 (A) ELIGIBLE LAND.—The term “eligible
 20 land” means—

21 (i) public lands (as defined in section
 22 103 of the Federal Land Policy and Man-
 23 agement Act of 1976 (43 U.S.C. 1702))
 24 that are administered by the Secretary,

1 acting through the Director of the Bureau
2 of Land Management; and

3 (ii) land in the National Forest Sys-
4 tem (as defined in section 11(a) of the
5 Forest and Rangeland Resources Planning
6 Act of 1974 (16 U.S.C. 1609(a)) that is
7 administered by the Secretary of Agri-
8 culture, acting through the Chief of the
9 Forest Service.

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

12 (i) the Secretary, with respect to the
13 eligible land administered by the Bureau of
14 Land Management; and

15 (ii) the Secretary of Agriculture, with
16 respect to eligible land managed by the
17 Forest Service.

18 (2) NEGOTIATIONS AUTHORIZED.—

19 (A) IN GENERAL.—The Secretary con-
20 cerned shall offer to enter into negotiations
21 with the State for the purpose of exchanging el-
22 igible land described in paragraph (4) for the
23 State land described in paragraph (3).

24 (B) REQUIREMENTS.—Any exchange of
25 land made pursuant to this subsection shall be

1 subject to the terms and conditions of this sub-
 2 section.

3 (C) PRIORITY.—

4 (i) IN GENERAL.—In carrying out this
 5 paragraph, the Secretary and the Sec-
 6 retary of Agriculture shall, during the 5-
 7 year period beginning on the date of enact-
 8 ment of this Act, give priority to an ex-
 9 change of eligible land located within the
 10 State for State land.

11 (ii) SECRETARY OF AGRICULTURE.—

12 The responsibility of the Secretary of Agri-
 13 culture under clause (i), during the 5-year
 14 period described in that clause, shall be
 15 limited to negotiating with the State an ac-
 16 ceptable package of land in the National
 17 Forest System (as defined in section 11(a)
 18 of the Forest and Rangeland Resources
 19 Planning Act of 1974 (16 U.S.C.
 20 1609(a))).

21 (3) STATE LAND.—The Secretary is authorized
 22 to accept the following parcels of State land located
 23 on and off the Reservation:

24 (A) 717.56 acres in T. 26 N., R. 22 E.,
 25 sec. 16.

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

1 (N) 640 acres in T. 28 N., R. 25 E., sec.
2 36.

3 (O) 640 acres in T. 28 N., R. 26 E., sec.
4 16.

5 (P) 94.96 acres in T. 28 N., R. 26 E., sec.
6 36, under lease by the Fort Belknap Indian
7 Community Council on the date of enactment of
8 this Act, comprised of—

9 (i) 30.68 acres in lot 5;

10 (ii) 26.06 acres in lot 6;

11 (iii) 21.42 acres in lot 7; and

12 (iv) 16.8 acres in lot 8.

13 (Q) 652.32 acres in T. 29 N., R. 22 E.,
14 sec. 16, excluding the 73.36 acres under lease
15 by individuals who are not members of the Fort
16 Belknap Indian Community, on the date of en-
17 actment of this Act.

18 (R) 640 acres in T. 29 N., R. 22 E., sec.
19 36.

20 (S) 640 acres in T. 29 N., R. 23 E., sec.
21 16.

22 (T) 640 acres in T. 29 N., R. 24 E., sec.
23 16.

24 (U) 640 acres in T. 29 N., R. 24 E., sec.
25 36.

1 (V) 640 acres in T. 29 N., R. 25 E., sec.
2 16.
3 (W) 640 acres in T. 29 N., R. 25 E., sec.
4 36.
5 (X) 640 acres in T. 29 N., R. 26 E., sec.
6 16.
7 (Y) 663.22 acres in T. 30 N., R. 22 E.,
8 sec. 16, excluding the 58.72 acres under lease
9 by individuals who are not members of the Fort
10 Belknap Indian Community on the date of en-
11 actment of this Act.
12 (Z) 640 acres in T. 30 N., R. 22 E., sec.
13 36.
14 (AA) 640 acres in T. 30 N., R. 23 E., sec.
15 16.
16 (BB) 640 acres in T. 30 N., R. 23 E., sec.
17 36.
18 (CC) 640 acres in T. 30 N., R. 24 E., sec.
19 16.
20 (DD) 640 acres in T. 30 N., R. 24 E., sec.
21 36.
22 (EE) 640 acres in T. 30 N., R. 25 E., sec.
23 16.
24 (FF) 275.88 acres in T. 30 N., R. 26 E.,
25 sec. 36, under lease by the Fort Belknap Indian

1 Community Council on the date of enactment of
2 this Act.

3 (GG) 640 acres in T. 31 N., R. 22 E., sec.
4 36.

5 (HH) 640 acres in T. 31 N., R. 23 E., sec.
6 16.

7 (II) 640 acres in T. 31 N., R. 23 E., sec.
8 36.

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

11 (KK) 640 acres in T. 25 N., R. 22 E., sec.
12 16.

13 (4) ELIGIBLE LAND.—

14 (A) IN GENERAL.—Subject to valid exist-
15 ing rights, the reservation of easements or
16 rights-of-way deemed necessary to be retained
17 by the Secretary concerned, and the require-
18 ments of this subsection, the Secretary is au-
19 thorized and directed to convey to the State any
20 eligible land within the State identified in the
21 negotiations authorized by paragraph (2) and
22 agreed to by the Secretary concerned.

23 (B) EXCEPTIONS.—The Secretary con-
24 cerned shall exclude from any conveyance any
25 parcel of eligible land that is—

(i) included within the National Landscape Conservation System established by section 2002(a) of the Omnibus Public Land Management Act of 2009 (16 U.S.C. 7202(a)), without regard to whether that land has been identified as available for disposal in a land use plan;

(ii) designated as wilderness by Congress;

(iii) within a component of the National Wild and Scenic Rivers System; or

(iv) designated in the Forest Land and Resource Management Plan as a Research Natural Area.

(C) ADMINISTRATIVE RESPONSIBILITY.—

The Secretary shall be responsible for meeting all substantive and any procedural requirements necessary to complete the exchange and the conveyance of the eligible land.

(5) LAND INTO TRUST.—On completion of the land exchange authorized by this subsection, the Secretary shall, as soon as practicable after the enforceability date, take the land received by the United States pursuant to this subsection into trust

for the benefit of the Fort Belknap Indian Community.

(6) TERMS AND CONDITIONS.—

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

(i) exchange land that is of approximately equal value if such an exchange complies with the requirements of section 206(h) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1716(h)) (and any regulations implementing that section) without regard to the monetary limitation described in paragraph (1)(A) of that section; and

(ii) make or accept an equalization payment, or waive an equalization payment, if such a payment or waiver of a payment complies with the requirements of section 206(b) of that Act (43 U.S.C. 1716(b)) (and any regulations implementing that section).

(B) IMPACTS ON LOCAL GOVERNMENTS.—

In identifying eligible land to be exchanged with

1 the State, the Secretary concerned and the
 2 State may—

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

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

9 (C) EXISTING AUTHORIZATIONS.—

10 (i) ELIGIBLE LAND CONVEYED TO
 11 THE STATE.—

12 (I) IN GENERAL.—Any eligible
 13 land conveyed to the State under this
 14 subsection shall be subject to any
 15 valid existing rights, contracts, leases,
 16 permits, and rights-of-way, unless the
 17 holder of the right, contract, lease,
 18 permit, or right-of-way requests an
 19 earlier termination in accordance with
 20 existing law.

21 (II) ASSUMPTION BY STATE.—

22 The State shall assume all benefits
 23 and obligations of the Forest Service
 24 or the Bureau of Land Management,
 25 as applicable, under the existing

rights, contracts, leases, permits, and
rights-of-way described in subclause
(I).

(ii) STATE LAND CONVEYED TO THE
UNITED STATES.—

(I) IN GENERAL.—Any State
land conveyed to the United States
under this subsection and taken into
trust for the benefit of the Fort
Belknap Indian Community subject
shall be to any valid existing rights,
contracts, leases, permits, and rights-
of-way, unless the holder of the right,
contract, lease, permit, or right-of-way
requests an earlier termination in ac-
cordance with existing law.

(II) ASSUMPTION BY BUREAU OF
INDIAN AFFAIRS.—The Bureau of In-
dian Affairs shall—

(aa) assume all benefits and
obligations of the State under the
existing rights, contracts, leases,
permits, and rights-of-way de-
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 $S^{1/2}$ of the

11 $NW^{1/4}$; and

12 (II) 80 acres in the $W^{1/2}$ of the

13 $SW^{1/4}$.

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

15 E., sec. 2, comprised of—

16 (I) 82.54 acres in the $E^{1/2}$ of the

17 $NW^{1/4}$;

18 (II) 164.96 acres in the $NE^{1/4}$;

19 and

20 (III) 320 acres in the $S^{1/2}$.

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

22 sec. 3, comprised of—

23 (I) 40 acres in the $SE^{1/4}$ of the

24 $NW^{1/4}$;

25 (II) 160 acres in the $SW^{1/4}$; 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 N $\frac{1}{2}$ of the
 2 S $\frac{1}{2}$; and

3 (III) 80 acres in the S $\frac{1}{2}$ of the
 4 SE $\frac{1}{4}$.

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

7 (I) 320 acres in the S $\frac{1}{2}$; and

8 (II) 80 acres in the S $\frac{1}{2}$ of the
 9 NW $\frac{1}{4}$.

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 NW $\frac{1}{4}$ of the
 16 NE $\frac{1}{4}$;

17 (V) 160 acres in the SW $\frac{1}{4}$; and

18 (VI) 80 acres in the W $\frac{1}{2}$ of the
 19 SE $\frac{1}{4}$.

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 SW $\frac{1}{4}$ of the
 25 SW $\frac{1}{4}$.

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 NW $\frac{1}{4}$ of the
 8 SW $\frac{1}{4}$; and

9 (II) 40 acres in the SW $\frac{1}{4}$ of the
 10 NW $\frac{1}{4}$.

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

13 (I) 80 acres in the E $\frac{1}{2}$ of the
 14 SW $\frac{1}{4}$;

15 (II) 40 acres in the NW $\frac{1}{4}$ of the
 16 NW $\frac{1}{4}$; and

17 (III) 80 acres in the S $\frac{1}{2}$ of the
 18 NW $\frac{1}{4}$.

19 (xxvi) 40 acres in the SE $\frac{1}{4}$ of the
 20 NE $\frac{1}{4}$ 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 E $\frac{1}{2}$ of the
 24 NW $\frac{1}{4}$;

25 (II) 160 acres in the NE $\frac{1}{4}$;

1 (III) 40 acres in the NE $\frac{1}{4}$ of the
 2 SE $\frac{1}{4}$; and

3 (IV) 40 acres in the SW $\frac{1}{4}$ of the
 4 SW $\frac{1}{4}$.

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

7 (I) 80 acres in the S $\frac{1}{2}$ of the
 8 NE $\frac{1}{4}$; and

9 (II) 40 acres in the SE $\frac{1}{4}$ of the
 10 NW $\frac{1}{4}$.

11 (xxix) 40 acres in the NE $\frac{1}{4}$ of the
 12 SE $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 26.

13 (xxx) 160 acres in the NW $\frac{1}{4}$ of T. 27
 14 N., R. 21 E., sec. 27.

15 (xxxii) 40 acres in the SW $\frac{1}{4}$ of the
 16 SW $\frac{1}{4}$ of T. 27 N., R. 21 E., sec. 29.

17 (xxxii) 40 acres in the SW $\frac{1}{4}$ of the
 18 NE $\frac{1}{4}$ 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 SE $\frac{1}{4}$ of the
 22 NE $\frac{1}{4}$; and

23 (II) 80 acres in the N $\frac{1}{2}$ of the
 24 SE $\frac{1}{4}$.

1 (xxxiv) 440 acres in T. 27 N., R. 21

2 E., sec. 34, comprised of—

3 (I) 160 acres in the $N^{1/2}$ of the

4 $S^{1/2}$;

5 (II) 160 acres in the $NE^{1/4}$;

6 (III) 80 acres in the $S^{1/2}$ of the

7 $NW^{1/4}$; and

8 (IV) 40 acres in the $SE^{1/4}$ of the

9 $SE^{1/4}$.

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 $NE^{1/4}$ of the

19 $NE^{1/4}$;

20 (II) 40 acres in the $NW^{1/4}$ of the

21 $SW^{1/4}$; and

22 (III) 80 acres in the $W^{1/2}$ of the

23 $NW^{1/4}$.

24 (xxxvii) 120 acres in T. 27 N., R. 22

25 E., sec. 8, comprised of—

- 1 (I) 80 acres in the $E^{1/2}$ of the
- 2 $NW^{1/4}$; and
- 3 (II) 40 acres in the $NE^{1/4}$ of the
- 4 $SW^{1/4}$.
- 5 (xxxviii) 40 acres in the $SW^{1/4}$ of the
- 6 $NW^{1/4}$ of T. 27 N., R. 22 E., sec. 9.
- 7 (xxxix) 40 acres in the $NE^{1/4}$ of the
- 8 $SW^{1/4}$ of T. 27 N., R. 22 E., sec. 17.
- 9 (xl) 40 acres in the $NW^{1/4}$ of the
- 10 $NW^{1/4}$ of T. 27 N., R. 22 E., sec. 19.
- 11 (xli) 40 acres in the $SE^{1/4}$ of the
- 12 $NW^{1/4}$ of T. 27 N., R. 22 E., sec. 20.
- 13 (xlii) 80 acres in the $W^{1/2}$ of the $SE^{1/4}$
- 14 of T. 27 N., R. 22 E., sec. 31.
- 15 (xliii) 52.36 acres in the $SE^{1/4}$ of the
- 16 $SE^{1/4}$ of T. 27 N., R. 22 E., sec. 33.
- 17 (xliv) 40 acres in the $NE^{1/4}$ of the
- 18 $SW^{1/4}$ of T. 28 N., R. 22 E., sec. 29.
- 19 (xlv) 40 acres in the $NE^{1/4}$ of the
- 20 $NE^{1/4}$ of T. 26 N., R. 21 E., sec. 7.
- 21 (xlvi) 40 acres in the $SW^{1/4}$ of the
- 22 $NW^{1/4}$ of T. 26 N., R. 21 E., sec. 12.
- 23 (xlvii) 42.38 acres in the $NW^{1/4}$ of the
- 24 $NE^{1/4}$ of T. 26 N., R. 22 E., sec. 6.

1 (xlviii) 320 acres in the E $\frac{1}{2}$ of T. 26
 2 N., R. 22 E., sec. 17.

3 (xlix) 80 acres in the E $\frac{1}{2}$ of the
 4 NE $\frac{1}{4}$ 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 E $\frac{1}{2}$ of the
 8 NE $\frac{1}{4}$;

9 (II) 80 acres in the N $\frac{1}{2}$ of the
 10 SE $\frac{1}{4}$;

11 (III) 40 acres in the SE $\frac{1}{4}$ of the
 12 NW $\frac{1}{4}$; and

13 (IV) 40 acres in the SW $\frac{1}{4}$ of the
 14 NE $\frac{1}{4}$.

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 (3) TERMS AND CONDITIONS.—

13 (A) EXISTING AUTHORIZATIONS.—

14 (i) IN GENERAL.—Federal land trans-
 15 ferred under this subsection shall be con-
 16 veyed and taken into trust subject to valid
 17 existing rights, contracts, leases, permits,
 18 and rights-of-way, unless the holder of the
 19 right, contract, lease, permit, and rights-
 20 of-way requests an earlier termination in
 21 accordance with existing law.

22 (ii) ASSUMPTION BY BUREAU OF IN-
 23 DIAN AFFAIRS.—The Bureau of Indian Af-
 24 fairs shall—

1 (I) assume all benefits and obli-
 2 gations of the previous land manage-
 3 ment agency under the existing rights,
 4 contracts, leases, permits, and rights-
 5 of-way described in clause (i); and

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

17 (B) PERSONAL PROPERTY.—

18 (i) IN GENERAL.—Any improvements
 19 constituting personal property, as defined
 20 by State law, belonging to the holder of a
 21 right, contract, lease, permit, or right-of-
 22 way on land transferred under this sub-
 23 section shall—

24 (I) remain the property of the
 25 holder; and

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

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

12 (I) become the property of the
 13 Fort Belknap Indian Community; and

14 (II) be subject to removal and
 15 disposition at the discretion of the
 16 Fort Belknap Indian Community.

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

24 (C) EXISTING ROADS.—If any road within
 25 the Federal land transferred under this sub-

1 section is necessary for customary access to pri-
 2 vate land, the Bureau of Indian Affairs shall
 3 offer the owner of the private land to apply for
 4 a right-of-way along the existing road, at the
 5 expense of the landowner.

6 (D) LIMITATION ON THE TRANSFER OF
 7 WATER RIGHTS.—Water rights that transfer
 8 with the land described in paragraph (2) shall
 9 not become part of the Tribal water rights, un-
 10 less those rights are recognized and ratified in
 11 the Compact.

12 (4) WITHDRAWAL OF FEDERAL LAND.—

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

18 (i) entry, appropriation, or disposal
 19 under the public land laws;

20 (ii) location, entry, and patent under
 21 the mining laws; and

22 (iii) disposition under all laws per-
 23 taining to mineral and geothermal leasing
 24 or mineral materials.

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

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

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

18 (6) SURVEY.—

19 (A) IN GENERAL.—Unless the United
 20 States or the Fort Belknap Indian Community
 21 request an additional survey for the transferred
 22 land or a technical correction is made under
 23 paragraph (5), the description of land under
 24 this subsection shall be controlling.

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

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

9 (i) to conduct additional surveys
 10 under this subsection; and

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

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

20 (c) TRIBALLY OWNED FEE LAND.—Not later than
 21 10 years after the enforceability date, the Secretary shall
 22 take into trust for the benefit of the Fort Belknap Indian
 23 Community all fee land owned by the Fort Belknap Indian
 24 Community on or adjacent to the Reservation to become
 25 part of the Reservation, provided that—

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

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

6 (d) DODSON LAND.—

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

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

19 (A) the right of ingress and egress for
20 Milk River Project purposes; and

21 (B) the right to—

22 (i) seep, flood, and overflow the trans-
23 ferred land for Milk River Project pur-
24 poses;

(ii) conduct routine and non-routine operation, maintenance, and replacement activities on the Milk River Project facilities, including modification to the headworks at the upstream end of the Dodson South Canal in support of Dodson South Canal enlargement, to include all associated access, construction, and material storage necessary to complete those activities; and

(iii) prohibit the construction of permanent structures on the transferred land, except—

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

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

(3) DESCRIPTION OF DODSON LAND.—

(A) IN GENERAL.—The Dodson Land referred to in paragraphs (1) and (2) is the approximately 2,500 acres of land owned by the United States that is, as of the date of enactment of this Act, under the jurisdiction of the Bureau of Reclamation and located at the northeastern corner of the Reservation (which

1 extends to the point in the middle of the main
2 channel of the Milk River), where the Milk
3 River Project facilities, including the Dodson
4 Diversion Dam, headworks to the Dodson
5 South Canal, and Dodson South Canal, are lo-
6 cated, and more particularly described as fol-
7 lows:

8 (i) Supplemental Plat of T. 30 N., R.
9 26 E., PMM, secs. 1 and 2.

10 (ii) Supplemental Plat of T. 31 N., R.
11 25 E., PMM, sec. 13.

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

14 (iv) Supplemental Plat of T. 31 N., R.
15 26 E., PMM, secs. 26, 27, 35, and 36.

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

23 (C) TECHNICAL CORRECTIONS.—Notwith-
24 standing the descriptions of the parcels of Fed-
25 eral land in subparagraph (A), the United

1 States may, with the consent of the Fort
2 Belknap Indian Community, make technical
3 corrections to the legal land descriptions to
4 more specifically identify the parcels to be
5 transferred.

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

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

24 (1) beneficially owned by the Fort Belknap In-
25 dian Community; and

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

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

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

17 (b) TREATMENT.—

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

22 (2) PRIORITY DATE.—The priority date of the
23 allocation to the Fort Belknap Indian Community
24 under subsection (a) shall be the priority date of the

1 Lake Elwell water right held by the Bureau of Rec-
2 lamation.

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

7 (c) ALLOCATION AGREEMENT.—

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

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

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

18 (B) the Fort Belknap Indian Community,
19 and not the United States, shall be entitled to
20 all consideration due to the Fort Belknap In-
21 dian Community under any lease, contract, ex-
22 change, or agreement entered into by the Fort
23 Belknap Indian Community pursuant to sub-
24 section (d);

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

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

9 (ii) the expenditure of those funds;

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

17 (E) the costs associated with the construc-
18 tion of the storage facilities at Tiber Dam allo-
19 cable to the Fort Belknap Indian Community
20 shall be nonreimbursable;

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

1 Fort Belknap Indian Community or under a
2 lease, contract, exchange, or by agreement en-
3 tered into by the Fort Belknap Indian Commu-
4 nity pursuant to subsection (d);

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

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

16 (i) the Fort Belknap Indian Commu-
17 nity shall pay annually to the United
18 States an amount necessary to cover the
19 proportional share of the annual oper-
20 ations, maintenance, and replacement costs
21 allocable to the quantity of water leased or
22 transferred by the Fort Belknap Indian
23 Community for industrial purposes; and

24 (ii) the annual payments of the Fort
25 Belknap Indian Community shall be re-

1 viewed and adjusted, as appropriate, to re-
 2 flect the actual operations, maintenance,
 3 and replacement costs for Tiber Dam.

4 (d) AGREEMENT BY FORT BELKNAP INDIAN COMMU-
 5 NITY.—The Fort Belknap Indian Community may use,
 6 lease, contract, exchange, or enter into other agreements
 7 for the use of the water allocated to the Fort Belknap
 8 Indian Community under subsection (a) if—

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

12 (2) the agreement does not permanently alien-
 13 ate any water allocated to the Fort Belknap Indian
 14 Community under that subsection.

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

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

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

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

2 (a) IN GENERAL.—In complete satisfaction of the
3 Milk River Project mitigation requirements provided for
4 in Article VI.B. of the Compact, the Secretary, acting
5 through the Commissioner—

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

11 (A) planning and design to restore the St.
12 Mary Canal and appurtenances to convey 850
13 cubic-feet per second; and

14 (B) rehabilitating, constructing, and re-
15 pairing of the St. Mary Canal and appur-
16 tenances; and

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

22 (A) planning and design to enlarge Dodson
23 South Canal and headworks at the upstream
24 end of Dodson South Canal to divert and con-
25 vey 700 cubic-feet per second; and

1 (B) rehabilitating, constructing, and en-
 2 larging the Dodson South Canal and headworks
 3 at the upstream end of Dodson South Canal to
 4 divert and convey 700 cubic-feet per second.

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

9 (c) SATISFACTION OF MITIGATION REQUIREMENT.—
 10 Notwithstanding any provision of the Compact, the miti-
 11 gation required by Article VI.B. of the Compact shall be
 12 deemed satisfied if—

13 (1) the Secretary has—

14 (A) restored the St. Mary Canal and asso-
 15 ciated facilities to convey 850 cubic-feet per sec-
 16 ond; and

17 (B) enlarged the Dodson South Canal and
 18 headworks at the upstream end of Dodson
 19 South Canal to divert and convey 700 cubic-feet
 20 per second; or

21 (2) the Secretary—

22 (A) has expended all of the available fund-
 23 ing provided pursuant to section 14(a)(1)(D) to
 24 rehabilitate the St. Mary Canal and enlarge the
 25 Dodson South Canal; and

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

3 (d) NONREIMBURSABILITY OF COSTS.—The costs to
 4 the Secretary of carrying out this section shall be nonreim-
 5 bursable.

6 **SEC. 9. FORT BELKNAP INDIAN IRRIGATION PROJECT SYS-**
 7 **TEM.**

8 (a) IN GENERAL.—Subject to the availability of ap-
 9 propriations, the Secretary shall rehabilitate, modernize,
 10 and expand the Fort Belknap Indian Irrigation Project,
 11 as generally described in the document of Natural Re-
 12 sources Consulting Engineers, Inc., entitled “Fort
 13 Belknap Indian Community Comprehensive Water Devel-
 14 opment Plan” and dated February 2019, which shall in-
 15 clude—

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

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

23 (3) construction of the expanded Milk River
 24 unit, including the irrigation system, Pumping
 25 Plant, delivery pipe and canal, Fort Belknap Dam

1 and Reservoir, and Peoples Creek Flood Protection
2 Project.

3 (b) LEAD AGENCY.—The Bureau of Indian Affairs,
4 in coordination with the Bureau of Reclamation, shall
5 serve as the lead agency with respect to any activities car-
6 ried out under this section.

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

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

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

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

1 (g) PROJECT MANAGEMENT COMMITTEE.—Not later
2 than 1 year after the date of enactment of this Act, the
3 Secretary shall facilitate the formation of a project man-
4 agement committee composed of representatives of the
5 Bureau of Indian Affairs, the Bureau of Reclamation, and
6 the Fort Belknap Indian Community—

7 (1) to review and make recommendations relat-
8 ing to cost factors, budgets, and implementing the
9 activities for rehabilitating, modernizing, and ex-
10 panding the Fort Belknap Indian Irrigation Project;
11 and

12 (2) to improve management of inherently gov-
13 ernmental activities through enhanced communica-
14 tion.

15 (h) PROJECT EFFICIENCIES.—If the total cost of
16 planning, studies, design, rehabilitation, modernization,
17 and construction activities relating to the projects de-
18 scribed in subsection (a) results in cost savings and is less
19 than the amounts authorized to be obligated, the Sec-
20 retary, at the request of the Fort Belknap Indian Commu-
21 nity, shall deposit those savings in the Fort Belknap In-
22 dian Community Water Resources and Water Rights Ad-
23 ministration, Operation, and Maintenance Account estab-
24 lished under section 12(b)(2).

1 (i) TREATMENT.—Any activities carried out pursuant
 2 to this section that result in improvements, additions, or
 3 modifications to the Fort Belknap Indian Irrigation
 4 Project shall—

5 (1) become a part of the Fort Belknap Indian
 6 Irrigation Project; and

7 (2) be recorded in the inventory of the Sec-
 8 retary relating to the Fort Belknap Indian Irrigation
 9 Project.

10 (j) APPLICABILITY OF ISDEAA.—At the request of
 11 the Fort Belknap Indian Community, and in accordance
 12 with the Indian Self-Determination and Education Assist-
 13 ance Act (25 U.S.C. 5301 et seq.), the Secretary shall
 14 enter into agreements with the Fort Belknap Indian Com-
 15 munity to carry out all or a portion of this section.

16 (k) EFFECT.—Nothing in this section—

17 (1) alters any applicable law under which the
 18 Bureau of Indian Affairs collects assessments or car-
 19 ries out the operations and maintenance of the Fort
 20 Belknap Indian Irrigation Project; or

21 (2) impacts the availability of amounts under
 22 section 14.

23 (l) SATISFACTION OF FORT BELKNAP INDIAN IRRI-
 24 GATION PROJECT SYSTEM REQUIREMENT.—The obliga-

1 tions of the Secretary under subsection (a) shall be
 2 deemed satisfied if the Secretary—

3 (1) has rehabilitated, modernized, and expanded
 4 the Fort Belknap Indian Irrigation Project in ac-
 5 cordance with subsection (a); or

6 (2)(A) has expended all of the available funding
 7 provided pursuant to paragraphs (1)(C) and
 8 (2)(A)(iv) of section 14(a); and

9 (B) despite diligent efforts, could not complete
 10 the activities described in subsection (a).

11 **SEC. 10. SATISFACTION OF CLAIMS.**

12 (a) IN GENERAL.—The benefits provided under this
 13 Act shall be in complete replacement of, complete substi-
 14 tution for, and full satisfaction of any claim of the Fort
 15 Belknap Indian Community against the United States
 16 that is waived and released by the Fort Belknap Indian
 17 Community under section 11(a).

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

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

24 (2) any claims of the allottees against the
 25 United States similar to the claims described in sec-

1 tion 11(a)(2) that the allottee asserted or could have
2 asserted.

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

4 (a) IN GENERAL.—

5 (1) WAIVER AND RELEASE OF CLAIMS BY THE
6 FORT BELKNAP INDIAN COMMUNITY AND UNITED
7 STATES AS TRUSTEE FOR THE FORT BELKNAP IN-
8 DIAN COMMUNITY.—Subject to the reservation of
9 rights and retention of claims under subsection (d),
10 as consideration for recognition of the Tribal water
11 rights and other benefits described in the Compact
12 and this Act, the Fort Belknap Indian Community,
13 acting on behalf of the Fort Belknap Indian Com-
14 munity and members of the Fort Belknap Indian
15 Community (but not any member of the Fort
16 Belknap Indian Community as an allottee), and the
17 United States, acting as trustee for the Fort
18 Belknap Indian Community and the members of the
19 Fort Belknap Indian Community (but not any mem-
20 ber of the Fort Belknap Indian Community as an al-
21 lottee), shall execute a waiver and release of all
22 claims for water rights within the State that the
23 Fort Belknap Indian Community, or the United
24 States acting as trustee for the Fort Belknap Indian
25 Community, asserted or could have asserted in any

1 proceeding, including a State stream adjudication,
2 on or before the enforceability date, except to the ex-
3 tent that such rights are recognized in the Compact
4 and this Act.

5 (2) WAIVER AND RELEASE OF CLAIMS BY THE
6 UNITED STATES AS TRUSTEE FOR ALLOTTEES.—
7 Subject to the reservation of rights and the retention
8 of claims under subsection (d), as consideration for
9 recognition of the Tribal water rights and other ben-
10 efits described in the Compact and this Act, the
11 United States, acting as trustee for the allottees,
12 shall execute a waiver and release of all claims for
13 water rights within the Reservation that the United
14 States, acting as trustee for the allottees, asserted or
15 could have asserted in any proceeding, including a
16 State stream adjudication, on or before the enforce-
17 ability date, except to the extent that such rights are
18 recognized in the Compact and this Act.

19 (3) WAIVER AND RELEASE OF CLAIMS BY THE
20 FORT BELKNAP INDIAN COMMUNITY AGAINST THE
21 UNITED STATES.—Subject to the reservation of
22 rights and retention of claims under subsection (d),
23 the Fort Belknap Indian Community, acting on be-
24 half of the Fort Belknap Indian Community and
25 members of the Fort Belknap Indian Community

1 (but not any member of the Fort Belknap Indian
2 Community as an allottee), shall execute a waiver
3 and release of all claims against the United States
4 (including any agency or employee of the United
5 States)—

6 (A) first arising before the enforceability
7 date relating to—

8 (i) water rights within the State that
9 the United States, acting as trustee for the
10 Fort Belknap Indian Community, asserted
11 or could have asserted in any proceeding,
12 including a general stream adjudication in
13 the State, except to the extent that such
14 rights are recognized as Tribal water
15 rights under this Act;

16 (ii) foregone benefits from nontribal
17 use of water, on and off the Reservation
18 (including water from all sources and for
19 all uses);

20 (iii) damage, loss, or injury to water,
21 water rights, land, or natural resources
22 due to loss of water or water rights, in-
23 cluding damages, losses, or injuries to
24 hunting, fishing, gathering, or cultural
25 rights due to loss of water or water rights,

1 claims relating to interference with, diver-
2 sion of, or taking of water, or claims relat-
3 ing to a failure to protect, acquire, replace,
4 or develop water, water rights, or water in-
5 frastructure) within the State;

6 (iv) a failure to establish or provide a
7 municipal rural or industrial water delivery
8 system on the Reservation;

9 (v) damage, loss, or injury to water,
10 water rights, land, or natural resources
11 due to construction, operation, and man-
12 agement of the Fort Belknap Indian Irri-
13 gation Project and other Federal land and
14 facilities (including damages, losses, or in-
15 juries to Tribal fisheries, fish habitat, wild-
16 life, and wildlife habitat);

17 (vi) a failure to provide for operation
18 and maintenance, or deferred maintenance,
19 for the Fort Belknap Indian Irrigation
20 Project or any other irrigation system or
21 irrigation project;

22 (vii) the litigation of claims relating to
23 any water rights of the Fort Belknap In-
24 dian Community in the State;

1 (viii) the negotiation, execution, or
 2 adoption of the Compact (including appen-
 3 dices) and this Act;

4 (ix) the taking or acquisition of land
 5 or resources of the Fort Belknap Indian
 6 Community for the construction or oper-
 7 ation of the Fort Belknap Indian Irriga-
 8 tion Project or the Milk River Project; and

9 (x) the allocation of water of the Milk
 10 River and the St. Mary River (including
 11 tributaries) between the United States and
 12 Canada pursuant to the International
 13 Boundary Waters Treaty of 1909 (36 Stat.
 14 2448); and

15 (B) relating to damage, loss, or injury to
 16 water, water rights, land, or natural resources
 17 due to mining activities in the Little Rockies
 18 Mountains prior to the date of trust acquisition,
 19 including damages, losses, or injuries to hunt-
 20 ing, fishing, gathering, or cultural rights.

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

24 (c) OBJECTIONS IN MONTANA WATER COURT.—
 25 Nothing in this Act or the Compact prohibits the Fort

1 Belknap Indian Community, a member of the Fort
 2 Belknap Indian Community, an allottee, or the United
 3 States in any capacity from objecting to any claim to a
 4 water right filed in any general stream adjudication in the
 5 Montana Water Court.

6 (d) RESERVATION OF RIGHTS AND RETENTION OF
 7 CLAIMS.—Notwithstanding the waivers and releases under
 8 subsection (a), the Fort Belknap Indian Community, act-
 9 ing on behalf of the Fort Belknap Indian Community and
 10 members of the Fort Belknap Indian Community, and the
 11 United States, acting as trustee for the Fort Belknap In-
 12 dian Community and the allottees shall retain—

13 (1) all claims relating to—

14 (A) the enforcement of water rights recog-
 15 nized under the Compact, any final court decree
 16 relating to those water rights, or this Act or to
 17 water rights accruing on or after the enforce-
 18 ability date;

19 (B) the quality of water under—

20 (i) CERCLA, including damages to
 21 natural resources;

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

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

- 1 (iv) any regulations implementing the
- 2 Acts described in clauses (i) through (iii);
- 3 (C) damage, loss, or injury to land or nat-
- 4 ural resources that are—
- 5 (i) not due to loss of water or water
- 6 rights (including hunting, fishing, gath-
- 7 ering, or cultural rights); and
- 8 (ii) not described in subsection (a)(3);
- 9 and
- 10 (D) an action to prevent any person or
- 11 party (as defined in sections 29 and 30 of Arti-
- 12 cle II of the Compact) from interfering with the
- 13 enjoyment of the Tribal water rights;
- 14 (2) all claims relating to off-Reservation hunt-
- 15 ing rights, fishing rights, gathering rights, or other
- 16 rights;
- 17 (3) all claims relating to the right to use and
- 18 protect water rights acquired after the date of enact-
- 19 ment of this Act;
- 20 (4) all claims relating to the allocation of
- 21 waters of the Milk River and the Milk River Project
- 22 between the Fort Belknap Indian Community and
- 23 the Blackfeet Tribe, pursuant to section 3705(e)(3)
- 24 of the Blackfeet Water Rights Settlement Act (Pub-
- 25 lic Law 114–322; 130 Stat. 1818);

1 (5) all claims relating to the enforcement of this
2 Act, including the required transfer of land under
3 section 6; and

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

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

9 (1) affects the authority of the Fort Belknap
10 Indian Community to enforce the laws of the Fort
11 Belknap Indian Community, including with respect
12 to environmental protections;

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

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

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

20 (C) CERCLA; and

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

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

1 (4) confers jurisdiction on any State court—

2 (A) to interpret Federal law relating to
3 health, safety, or the environment;

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

7 (C) to conduct judicial review of any Fed-
8 eral agency action;

9 (5) waives any claim of a member of the Fort
10 Belknap Indian Community in an individual capacity
11 that does not derive from a right of the Fort
12 Belknap Indian Community;

13 (6) revives any claim adjudicated in the decision
14 in *Gros Ventre Tribe v. United States*, 469 F.3d
15 801 (9th Cir. 2006); or

16 (7) revives any claim released by an allottee or
17 member of the Fort Belknap Indian Community in
18 the settlement in *Cobell v. Salazar*, No.
19 1:96CV01285–JR (D.D.C. 2012).

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

23 (1) the eligible members of the Fort Belknap
24 Indian Community have voted to approve this Act

1 and the Compact by a majority of votes cast on the
2 day of the vote;

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

6 (B) if the Montana Water Court is found to
7 lack jurisdiction, the appropriate district court of the
8 United States has approved the Compact as a con-
9 sent decree from which no further appeal may be
10 taken;

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

14 (4) the Secretary and the Fort Belknap Indian
15 Community have executed the allocation agreement
16 described in section 7(c)(1);

17 (5) the State has provided the required funding
18 into the Fort Belknap Indian Community Tribal Ir-
19 rigation and Other Water Resources Development
20 Account of the Trust Fund pursuant to section
21 14(a)(3); and

22 (6) the waivers and releases under subsection
23 (a) have been executed by the Fort Belknap Indian
24 Community and the Secretary.

25 (g) TOLLING OF CLAIMS.—

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

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

10 (h) EXPIRATION.—

11 (1) IN GENERAL.—This Act shall expire in any
 12 case in which—

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

16 (i) January 21, 2034; and

17 (ii) such alternative later date as is
 18 agreed to by the Fort Belknap Indian
 19 Community and the Secretary; or

20 (B) the Secretary fails to publish a state-
 21 ment of findings under subsection (f) by not
 22 later than—

23 (i) January 21, 2035; and

24 (ii) such alternative later date as is
 25 agreed to by the Fort Belknap Indian

1 Community and the Secretary, after pro-
2 viding reasonable notice to the State.

3 (2) CONSEQUENCES.—If this Act expires under
4 paragraph (1)—

5 (A) the waivers and releases under sub-
6 section (a) shall—

7 (i) expire; and

8 (ii) have no further force or effect;

9 (B) the authorization, ratification, con-
10 firmation, and execution of the Compact under
11 section 4 shall no longer be effective;

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

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

1 Indian Community and the United States and
2 approved by Congress; and

3 (E) except for Federal funds used to ac-
4 quire or construct property that is returned to
5 the Federal Government under subparagraph
6 (D), the United States shall be entitled to offset
7 any Federal funds made available to carry out
8 this Act that were expended or withdrawn, or
9 any funds made available to carry out this Act
10 from other Federal authorized sources, together
11 with any interest accrued on those funds,
12 against any claims against the United States—

13 (i) relating to—

14 (I) water rights in the State as-
15 serted by—

16 (aa) the Fort Belknap In-
17 dian Community; or

18 (bb) any user of the Tribal
19 water rights; or

20 (II) any other matter described
21 in subsection (a)(3); or

22 (ii) in any future settlement of water
23 rights of the Fort Belknap Indian Commu-
24 nity or an allottee.

1 **SEC. 12. AANIIH NAKODA SETTLEMENT TRUST FUND.**

2 (a) ESTABLISHMENT.—The Secretary shall establish
 3 a trust fund for the Fort Belknap Indian Community, to
 4 be known as the “Aaniih Nakoda Settlement Trust
 5 Fund”, to be managed, invested, and distributed by the
 6 Secretary and to remain available until expended, with-
 7 drawn, or reverted to the general fund of the Treasury,
 8 consisting of the amounts deposited in the Trust Fund
 9 under subsection (c), together with any investment earn-
 10 ings, including interest, earned on those amounts, for the
 11 purpose of carrying out this Act.

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

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

17 (2) The Fort Belknap Indian Community
 18 Water Resources and Water Rights Administration,
 19 Operation, and Maintenance Account.

20 (3) The Fort Belknap Indian Community Clean
 21 and Safe Domestic Water and Sewer Systems, and
 22 Lake Elwell Project Account.

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

24 (1) in the Fort Belknap Indian Community
 25 Tribal Irrigation and Other Water Resources Devel-
 26 opment Account established under subsection (b)(1),

the amounts made available pursuant to paragraphs
(1)(A) and (2)(A)(i) of section 14(a);

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

(3) in the Fort Belknap Indian Community
Clean and Safe Domestic Water and Sewer Systems,
and Lake Elwell Project Account established under
subsection (b)(3), the amounts made available pur-
suant to paragraphs (1)(B) and (2)(A)(iii) of section
14(a).

(d) MANAGEMENT AND INTEREST.—

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

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

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

1 (C) this section.

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

7 (e) AVAILABILITY OF AMOUNTS.—

8 (1) IN GENERAL.—Amounts appropriated to,
9 and deposited in, the Trust Fund, including any in-
10 vestment earnings, including interest, earned on
11 those amounts shall be made available—

12 (A) to the Fort Belknap Indian Commu-
13 nity by the Secretary beginning on the enforce-
14 ability date; and

15 (B) subject to the uses and restrictions in
16 this section.

17 (2) EXCEPTIONS.—Notwithstanding paragraph
18 (1)—

19 (A) amounts deposited in the Fort Belknap
20 Indian Community Tribal Irrigation and Other
21 Water Resources Development Account estab-
22 lished under subsection (b)(1) shall be available
23 to the Fort Belknap Indian Community on the
24 date on which the amounts are deposited for

uses described in subparagraphs (A) and (B) of subsection (g)(1);

(B) amounts deposited in the Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account established under subsection (b)(2) shall be made available to the Fort Belknap Indian Community on the date on which the amounts are deposited and the Fort Belknap Indian Community has satisfied the requirements of section 11(f)(1), for the uses described in subsection (g)(2)(A); and

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

(f) WITHDRAWALS.—

(1) AMERICAN INDIAN TRUST FUND MANAGEMENT REFORM ACT OF 1994.—

(A) IN GENERAL.—The Fort Belknap Indian Community may withdraw any portion of

1 the funds in the Trust Fund on approval by the
2 Secretary of a Tribal management plan sub-
3 mitted by the Fort Belknap Indian Community
4 in accordance with the American Indian Trust
5 Fund Management Reform Act of 1994 (25
6 U.S.C. 4001 et seq.).

7 (B) REQUIREMENTS.—In addition to the
8 requirements under the American Indian Trust
9 Fund Management Reform Act of 1994 (25
10 U.S.C. 4001 et seq.), the Tribal management
11 plan under this paragraph shall require that the
12 Fort Belknap Indian Community spend all
13 amounts withdrawn from the Trust Fund, and
14 any investment earnings accrued through the
15 investments under the Tribal management plan,
16 in accordance with this Act.

17 (C) ENFORCEMENT.—The Secretary may
18 carry out such judicial and administrative ac-
19 tions as the Secretary determines to be nec-
20 essary—

21 (i) to enforce the Tribal management
22 plan; and

23 (ii) to ensure that amounts withdrawn
24 from the Trust Fund by the Fort Belknap

1 Indian Community under this paragraph
2 are used in accordance with this Act.

3 (2) WITHDRAWALS UNDER EXPENDITURE
4 PLAN.—

5 (A) IN GENERAL.—The Fort Belknap In-
6 dian Community may submit to the Secretary a
7 request to withdraw funds from the Trust Fund
8 pursuant to an approved expenditure plan.

9 (B) REQUIREMENTS.—To be eligible to
10 withdraw funds under an expenditure plan
11 under this paragraph, the Fort Belknap Indian
12 Community shall submit to the Secretary for
13 approval an expenditure plan for any portion of
14 the Trust Fund that the Fort Belknap Indian
15 Community elects to withdraw pursuant to this
16 paragraph, subject to the condition that the
17 funds shall be used for the purposes described
18 in this Act.

19 (C) INCLUSIONS.—An expenditure plan
20 under this paragraph shall include a description
21 of the manner and purpose for which the
22 amounts proposed to be withdrawn from the
23 Trust Fund will be used by the Fort Belknap
24 Indian Community in accordance with sub-
25 sections (e) and (g).

1 (D) APPROVAL.—On receipt of an expendi-
 2 ture plan under this paragraph, the Secretary
 3 shall approve the expenditure plan if the Sec-
 4 retary determines that the expenditure plan—

5 (i) is reasonable; and

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

8 (E) ENFORCEMENT.—The Secretary may
 9 carry out such judicial and administrative ac-
 10 tions as the Secretary determines to be nec-
 11 essary to enforce an expenditure plan under
 12 this paragraph to ensure that amounts dis-
 13 bursed under this paragraph are used in ac-
 14 cordance with this Act.

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

18 (1) FORT BELKNAP INDIAN COMMUNITY TRIBAL
 19 IRRIGATION AND OTHER WATER RESOURCES DEVEL-
 20 OPMENT ACCOUNT.—Amounts in the Fort Belknap
 21 Indian Community Tribal Irrigation and Other
 22 Water Resources Development Account established
 23 under subsection (b)(1) shall be used to pay the cost
 24 of activities relating to—

(A) planning, studies, and design of the Southern Tributary Irrigation Project and the Peoples Creek Irrigation Project, including the Upper Peoples Creek Dam and Reservoir, as generally described in the document of Natural Resources Consulting Engineers, Inc., entitled “Fort Belknap Indian Community Comprehensive Water Development Plan” and dated February 2019;

(B) environmental compliance;

(C) construction of the Southern Tributary Irrigation Project and the Peoples Creek Irrigation Project, including the Upper Peoples Creek Dam and Reservoir;

(D) wetlands restoration and development;

(E) stock watering infrastructure; and

(F) on farm development support and re-acquisition of fee lands within the Fort Belknap Indian Irrigation Project and Fort Belknap Indian Community irrigation projects within the Reservation.

(2) FORT BELKNAP INDIAN COMMUNITY WATER RESOURCES AND WATER RIGHTS ADMINISTRATION, OPERATION, AND MAINTENANCE ACCOUNT.—Amounts in the Fort Belknap Indian Community

1 Water Resources and Water Rights Administration,
2 Operation, and Maintenance Account established
3 under subsection (b)(2), the principal and invest-
4 ment earnings, including interest, may only be used
5 by the Fort Belknap Indian Community to pay the
6 costs of activities described in subparagraphs (A)
7 through (C) as follows:

8 (A) \$9,000,000 shall be used for the estab-
9 lishment, operation, and capital expenditures in
10 connection with the administration of the Tribal
11 water resources and water rights development,
12 including the development or enactment of a
13 Tribal water code.

14 (B) Only investment earnings, including
15 interest, on \$29,299,059 shall be used and be
16 available to pay the costs of activities for ad-
17 ministration, operations, and regulation of the
18 Tribal water resources and water rights depart-
19 ment, in accordance with the Compact and this
20 Act.

21 (C) Only investment earnings, including in-
22 terest, on \$28,331,693 shall be used and be
23 available to pay the costs of activities relating
24 to a portion of the annual assessment costs for
25 the Fort Belknap Indian Community and Tribal

members, including allottees, under the Fort Belknap Indian Irrigation Project and Fort Belknap Indian Community irrigation projects within the Reservation.

(3) FORT BELKNAP INDIAN COMMUNITY CLEAN AND SAFE DOMESTIC WATER AND SEWER SYSTEMS, AND LAKE ELWELL PROJECT ACCOUNT.—Amounts in the Fort Belknap Indian Community Clean and Safe Domestic Water and Sewer Systems, and Lake Elwell Project Account established under subsection (b)(3), the principal and investment earnings, including interest, may only be used by the Fort Belknap Indian Community to pay the costs of activities relating to—

(A) planning, studies, design, and environmental compliance of domestic water supply, and sewer collection and treatment systems, as generally described in the document of Natural Resources Consulting Engineers, Inc., entitled “Fort Belknap Indian Community Comprehensive Water Development Plan” and dated February 2019, including the Lake Elwell Project water delivery to the southern part of the Reservation;

1 (B) construction of domestic water supply,
2 sewer collection, and treatment systems;

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

7 (D) planning, studies, design, environ-
8 mental compliance, and construction of a Tribal
9 wellness center for a work force health and
10 wellbeing project.

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

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

23 (j) ANNUAL REPORT.—The Fort Belknap Indian
24 Community shall submit to the Secretary an annual ex-
25 penditure report describing accomplishments and amounts

1 spent from use of withdrawals under a Tribal management
2 plan or an expenditure plan described in this section.

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

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

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

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

23 (b) ACCOUNTS.—The Secretary shall establish in the
24 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 (h)
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), \$331,885,220, 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.

(2) MANDATORY APPROPRIATIONS.—

(A) IN GENERAL.—Out of any funds in the Treasury not otherwise appropriated, the Secretary of the Treasury shall deposit—

(i) in the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account of the Trust Fund established under section 12(b)(1), \$29,881,034, to be retained until expended, withdrawn, or reverted to the general fund of the Treasury;

(ii) in the Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account of the Trust Fund established under section 12(b)(2), \$66,630,752;

(iii) in the Fort Belknap Indian Community Clean and Safe Domestic Water and Sewer Systems, and Lake Elwell Project Account of the Trust Fund established under section 12(b)(3), \$110,628,407; and

(iv) in the Fort Belknap Indian Irrigation Project System Account of the Im-

1 plementation Fund established under sec-
2 tion 13(b)(1), \$228,707,684.

3 (B) AVAILABILITY.—Amounts deposited in
4 the accounts under subparagraph (A) shall be
5 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.

Passed the Senate June 20, 2024.

Attest:

Secretary.

118TH CONGRESS
2D SESSION

S. 1987

AN ACT

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