

**SENATE RESOLUTION 750—COM-  
MENDING THE PROFESSIONAL  
WOMEN'S HOCKEY LEAGUE MIN-  
NESOTA FOR WINNING THE IN-  
AUGURAL PROFESSIONAL WOM-  
EN'S HOCKEY LEAGUE TITLE ON  
MAY 29, 2024**

Ms. KLOBUCHAR (for herself and Ms. SMITH) submitted the following resolution; which was referred to the Committee on Commerce, Science, and Transportation:

S. RES. 750

Whereas the inaugural season of the Professional Women's Hockey League (referred to in this preamble as the "PWHL") began on January 1, 2024;

Whereas 6 teams, located in Montréal, Toronto, New York, Boston, Ottawa, and Minneapolis-Saint Paul, competed in the PWHL inaugural season;

Whereas PWHL Minnesota won the 2024 Walter Cup, defeating PWHL Boston 3-0 in game 5 of the PWHL Finals;

Whereas PWHL Minnesota is the first ever PWHL champion;

Whereas PWHL Minnesota captain Kendall Coyne Schofield enters history as the first player ever to lift the Walter Cup;

Whereas PWHL Minnesota forward Taylor Heise was voted the Ilana Kloss Playoff Most Valuable Player after leading the PWHL Playoffs in goals by scoring 5 goals and finishing tied for first in points by scoring 8 points;

Whereas PWHL Minnesota goalie Nicole Hensley made 17 saves in game 5 of the PWHL Finals, marking the second time in the PWHL Finals that she prevented an opposing team from scoring any goals;

Whereas PWHL Minnesota recorded 4 playoff wins in which the opposing team failed to score any goals;

Whereas PWHL Minnesota forward Grace Zumwinkle won the inaugural Rookie of the Year Award after scoring 11 goals and 19 points in 24 games and tying for the lead in points among first-year professionals in the PWHL; and

Whereas the innovative and competitive play of the entire PWHL inspired the people of the United States and Canada and led the PWHL to set multiple attendance records throughout the 2024 season: Now, therefore, be it

*Resolved*, That the Senate—

(1) commends the Professional Women's Hockey League (referred to in this resolution as the "PWHL") Minnesota for winning the inaugural PWHL title;

(2) recognizes the dedication, perseverance, hard work, and togetherness of the players, coaches, and staff in winning a championship;

(3) congratulates the fans, players, coaches, and staff of PWHL Minnesota for a great season;

(4) recognizes the dedication, perseverance, and hard work of the players, coaches, staff, and league administration in creating and operating a professional sports league; and

(5) congratulates the fans, players, coaches, and staff of the entire PWHL for a great first season.

**AMENDMENTS SUBMITTED AND  
PROPOSED**

SA 2074. Mr. TESTER (for himself and Mr. DAINES) submitted an amendment intended to be proposed by him to the bill S. 1987, to provide for the settlement of the water rights claims of the Fort Belknap Indian Community, and for other purposes.

**TEXT OF AMENDMENTS**

SA 2074. Mr. TESTER (for himself and Mr. DAINES) submitted an amendment intended to be proposed by him to the bill S. 1987, to provide for the settlement of the water rights claims of the Fort Belknap Indian Community, and for other purposes; as follows:

Strike all after the enacting clause and insert the following:

**SECTION 1. SHORT TITLE.**

This Act may be cited as the "Fort Belknap Indian Community Water Rights Settlement Act of 2024".

**SEC. 2. PURPOSES.**

The purposes of this Act are—

(1) to achieve a fair, equitable, and final settlement of claims to water rights in the State of Montana for—

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

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

(2) to authorize, ratify, and confirm the water rights compact entered into by the Fort Belknap Indian Community and the State, to the extent that the Compact is consistent with this Act;

(3) to authorize and direct the Secretary—

(A) to execute the Compact; and

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

(4) to authorize funds necessary for the implementation of the Compact and this Act; and

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

**SEC. 3. DEFINITIONS.**

In this Act:

(1) ALLOTTEE.—The term "allottee" means an individual who holds a beneficial real property interest in an allotment of Indian land that is—

(A) located within the Reservation; and

(B) held in trust by the United States.

(2) BLACKFEET TRIBE.—The term "Blackfeet Tribe" means the Blackfeet Tribe of the Blackfeet Indian Reservation of Montana.

(3) CERCLA.—The term "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.).

(4) COMMISSIONER.—The term "Commissioner" means the Commissioner of Reclamation.

(5) COMPACT.—The term "Compact" means—

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

(B) any appendix (including appendix amendments), part, or amendment to the Compact that is executed to make the Compact consistent with this Act.

(6) ENFORCEABILITY DATE.—The term "enforceability date" means the date described in section 11(f).

(7) FORT BELKNAP INDIAN COMMUNITY.—The term "Fort Belknap Indian Community" means the Gros Ventre and Assiniboin Tribes of the Fort Belknap Reservation of Montana, a federally recognized Indian Tribal entity included on the list published by the Secretary pursuant to section 104(a) of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131(a)).

(8) FORT BELKNAP INDIAN COMMUNITY COUNCIL.—The term "Fort Belknap Indian Community Council" means the governing body of the Fort Belknap Indian Community.

(9) FORT BELKNAP INDIAN IRRIGATION PROJECT.—

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

(i) the Three Mile unit; and

(ii) the White Bear unit.

(B) INCLUSIONS.—The term "Fort Belknap Indian Irrigation Project" includes any addition to the Fort Belknap Indian Irrigation Project constructed pursuant to this Act, including expansion of the Fort Belknap Indian Irrigation Project, the Pumping Plant, delivery Pipe and Canal, the Fort Belknap Reservoir and Dam, and the Peoples Creek Flood Protection Project.

(10) IMPLEMENTATION FUND.—The term "Implementation Fund" means the Fort Belknap Indian Community Water Settlement Implementation Fund established by section 13(a).

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

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

(13) MALTA IRRIGATION DISTRICT.—The term "Malta Irrigation District" means the public corporation—

(A) created on December 28, 1923, pursuant to the laws of the State relating to irrigation districts; and

(B) headquartered in Malta, Montana.

(14) MILK RIVER.—The term "Milk River" means the mainstem of the Milk River and each tributary of the Milk River between the headwaters of the Milk River and the confluence of the Milk River with the Missouri River, consisting of—

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

(B) the portion of the Milk River and each tributary of the Milk River that flows through the Canadian Provinces of Alberta and Saskatchewan.

(15) MILK RIVER PROJECT.—

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

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

(i) the St. Mary Unit;

(ii) the Fresno Dam and Reservoir; and

(iii) the Dodson pumping unit.

(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;

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

(C) any activity relating to repairing, replacing, or rehabilitating a feature of a project.

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

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

(21) RESERVATION.—

(A) IN GENERAL.—The term “Reservation” means the area of the Fort Belknap Reservation in the State, as modified by this Act.

(B) INCLUSIONS.—The term “Reservation” includes—

(i) all land and interests in land established by—

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

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

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

(ii) the land known as the “Hancock lands” purchased by the Fort Belknap Indian Community pursuant to the Fort Belknap Indian Community Council Resolution No. 234-89 (October 2, 1989); and

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

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

(23) ST. MARY UNIT.—

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

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

(i) Sherburne Dam and Reservoir;

(ii) Swift Current Creek Dike;

(iii) Lower St. Mary Lake;

(iv) St. Mary Canal Diversion Dam; and

(v) St. Mary Canal and appurtenances.

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

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

(26) TRIBAL WATER RIGHTS.—The term “Tribal water rights” means the water rights of the Fort Belknap Indian Community, as described in Article III of the Compact and this Act, including the allocation of water to the Fort Belknap Indian Community from Lake Elwell under section 7.

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

#### SEC. 4. RATIFICATION OF COMPACT.

(a) RATIFICATION OF COMPACT.—

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

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

(b) EXECUTION.—

(1) IN GENERAL.—To the extent that the Compact does not conflict with this Act, the Secretary shall execute the Compact, including all appendices to, or parts of, the Com-

pact requiring the signature of the Secretary.

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

(c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

(C) other applicable Federal environmental laws and regulations.

(2) COMPLIANCE.—

(A) IN GENERAL.—In implementing the Compact and this Act, the Fort Belknap Indian Community shall prepare any necessary environmental documents, except for any environmental documents required under section 8, consistent with all applicable provisions of—

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

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

(iii) all other applicable Federal environmental laws and regulations.

(B) AUTHORIZATIONS.—The Secretary shall—

(i) independently evaluate the documentation submitted under subparagraph (A); and

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

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

(4) COSTS.—Any costs associated with the performance of the compliance activities described in paragraph (2) shall be paid from funds deposited in the Trust Fund, subject to the condition that any costs associated with the performance of Federal approval or other review of such compliance work or costs associated with inherently Federal functions shall remain the responsibility of the Secretary.

#### SEC. 5. TRIBAL WATER RIGHTS.

(a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

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

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

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

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

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

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

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

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

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

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

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

(d) ALLOTTEES.—

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

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

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

(4) CLAIMS.—

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

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

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

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

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

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

(A) subject to the approval of the Secretary; or

(B) pursuant to Tribal water leasing regulations consistent with the requirements of subsection (f).

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

(f) TRIBAL WATER LEASING REGULATIONS.—

(1) IN GENERAL.—At the discretion of the Fort Belknap Indian Community, any water lease of the Fort Belknap Indian Community of the Tribal water rights for use on or off the Reservation shall not require the approval of the Secretary if the lease—

(A) is executed under tribal regulations, approved by the Secretary under this subsection;

(B) is in accordance with the Compact; and

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

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

(A) IN GENERAL.—The Secretary shall have the authority to approve or disapprove any Tribal water leasing regulations issued in accordance with paragraph (1).

(B) CONSIDERATIONS FOR APPROVAL.—The Secretary shall approve any Tribal water leasing regulations issued in accordance with paragraph (1) if the Tribal water leasing regulations—

(i) provide for an environmental review process that includes—

(I) the identification and evaluation of any significant effects of the proposed action on the environment; and

(II) a process for ensuring that—

(aa) the public is informed of, and has a reasonable opportunity to comment on, any significant environmental impacts of the proposed action identified by the Fort Belknap Indian Community; and

(bb) the Fort Belknap Indian Community provides responses to relevant and substantive public comments on those impacts prior to its approval of a water lease; and

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

(3) REVIEW PROCESS.—

(A) IN GENERAL.—Not later than 120 days after the date on which Tribal water leasing regulations under paragraph (1) are submitted to the Secretary, the Secretary shall review and approve or disapprove the regulations.

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

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

(4) FEDERAL ENVIRONMENTAL REVIEW.—Notwithstanding paragraphs (2) and (3), if the Fort Belknap Indian Community carries out a project or activity funded by a Federal agency, the Fort Belknap Indian Community—

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

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

(5) DOCUMENTATION.—If the Fort Belknap Indian Community issues a lease pursuant to Tribal water leasing regulations under paragraph (1), the Fort Belknap Indian Community shall provide the Secretary and the State a copy of the lease, including any amendments or renewals to the lease.

(6) LIMITATION OF LIABILITY.—

(A) IN GENERAL.—The United States shall not be liable in any claim relating to the negotiation, execution, or approval of any lease or exchange agreement or storage agreement, including any claims relating to the terms included 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 allocation, distribution, or use of the Tribal water rights in accordance with the Compact and this Act.

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

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

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

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

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

(ii) resolution of any contested administrative decision;

(D) a requirement that any allottee asserting a claim relating to the enforcement of rights of the allottee under the Tribal water code, including to the quantity of water allocated to land of the allottee, shall exhaust all remedies available to the allottee under Tribal law before initiating an action against the United States or petitioning the Secretary pursuant to subsection (d)(4)(B);

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

(F) a process for the establishment of a controlled Groundwater area and for the management of that area in cooperation with establishment of a contiguous controlled Groundwater area off the Reservation established pursuant to Section B.2. of Article IV of the Compact and State law.

(3) ACTION BY SECRETARY.—

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

(h) ADMINISTRATION.—

(1) NO ALIENATION.—The Fort Belknap Indian Community shall not permanently alienate any portion of the Tribal water rights.

(2) PURCHASES OR GRANTS OF LAND FROM INDIANS.—An authorization provided by this Act for the allocation, distribution, leasing,

or other arrangement entered into pursuant to this Act shall be considered to satisfy any requirement for authorization of the action required by Federal law.

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

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

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

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

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

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

(2) AUTHORIZED PURPOSES.—The power rates made available under paragraph (1) shall be authorized for the purposes of wheeling, administration, and payment of irrigation project pumping power rates, including project use power for gravity power.

## SEC. 6. EXCHANGE AND TRANSFER OF LAND.

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

(1) DEFINITIONS.—In this subsection:

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

(i) public lands (as defined in section 103 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1702)) that are administered by the Secretary, acting through the Director of the Bureau of Land Management; and

(ii) land in the National Forest System (as defined in section 11(a) of the Forest and Rangeland Resources Planning Act of 1974 (16 U.S.C. 1609(a)) that is administered by the Secretary of Agriculture, acting through the Chief of the Forest Service.

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

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

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

(2) NEGOTIATIONS AUTHORIZED.—

(A) IN GENERAL.—The Secretary concerned shall offer to enter into negotiations with the State for the purpose of exchanging eligible land described in paragraph (4) for the State land described in paragraph (3).

(B) REQUIREMENTS.—Any exchange of land made pursuant to this subsection shall be subject to the terms and conditions of this subsection.

(C) PRIORITY.—

(i) IN GENERAL.—In carrying out this paragraph, the Secretary and the Secretary of Agriculture shall, during the 5-year period beginning on the date of enactment of this Act, give priority to an exchange of eligible land located within the State for State land.

(ii) SECRETARY OF AGRICULTURE.—The responsibility of the Secretary of Agriculture under clause (i), during the 5-year period described in that clause, shall be limited to negotiating with the State an acceptable package of land in the National Forest System

(as defined in section 11(a) of the Forest and Rangeland Resources Planning Act of 1974 (16 U.S.C. 1609(a))).

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

- (A) 717.56 acres in T. 26 N., R. 22 E., sec. 16.
- (B) 707.04 acres in T. 27 N., R. 22 E., sec. 16.
- (C) 640 acres in T. 27 N., R. 21 E., sec. 36.
- (D) 640 acres in T. 26 N., R. 23 E., sec. 16.
- (E) 640 acres in T. 26 N., R. 23 E., sec. 36.
- (F) 640 acres in T. 26 N., R. 26 E., sec. 16.
- (G) 640 acres in T. 26 N., R. 22 E., sec. 36.
- (H) 640 acres in T. 27 N., R. 23 E., sec. 16.
- (I) 640 acres in T. 27 N., R. 25 E., sec. 36.
- (J) 640 acres in T. 28 N., R. 22 E., sec. 36.
- (K) 640 acres in T. 28 N., R. 23 E., sec. 16.
- (L) 640 acres in T. 28 N., R. 24 E., sec. 36.
- (M) 640 acres in T. 28 N., R. 25 E., sec. 16.
- (N) 640 acres in T. 28 N., R. 25 E., sec. 36.
- (O) 640 acres in T. 28 N., R. 26 E., sec. 16.
- (P) 94.96 acres in T. 28 N., R. 26 E., sec. 36,

under lease by the Fort Belknap Indian Community Council on the date of enactment of this Act, comprised of—

- (i) 30.68 acres in lot 5;
- (ii) 26.06 acres in lot 6;
- (iii) 21.42 acres in lot 7; and
- (iv) 16.8 acres in lot 8.

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

- (R) 640 acres in T. 29 N., R. 22 E., sec. 36.
- (S) 640 acres in T. 29 N., R. 23 E., sec. 16.
- (T) 640 acres in T. 29 N., R. 24 E., sec. 16.
- (U) 640 acres in T. 29 N., R. 24 E., sec. 36.
- (V) 640 acres in T. 29 N., R. 25 E., sec. 16.
- (W) 640 acres in T. 29 N., R. 25 E., sec. 36.
- (X) 640 acres in T. 29 N., R. 26 E., sec. 16.

(Y) 663.22 acres in T. 30 N., R. 22 E., sec. 16, excluding the 58.72 acres under lease by individuals who are not members of the Fort Belknap Indian Community on the date of enactment of this Act.

- (Z) 640 acres in T. 30 N., R. 22 E., sec. 36.
- (AA) 640 acres in T. 30 N., R. 23 E., sec. 16.
- (BB) 640 acres in T. 30 N., R. 23 E., sec. 36.
- (CC) 640 acres in T. 30 N., R. 24 E., sec. 16.
- (DD) 640 acres in T. 30 N., R. 24 E., sec. 36.
- (EE) 640 acres in T. 30 N., R. 25 E., sec. 16.
- (FF) 275.88 acres in T. 30 N., R. 26 E., sec. 36,

under lease by the Fort Belknap Indian Community Council on the date of enactment of this Act.

- (GG) 640 acres in T. 31 N., R. 22 E., sec. 36.
- (HH) 640 acres in T. 31 N., R. 23 E., sec. 16.
- (II) 640 acres in T. 31 N., R. 23 E., sec. 36.
- (JJ) 34.04 acres in T. 31 N., R. 26 E., sec. 16,

lot 4.

- (KK) 640 acres in T. 25 N., R. 22 E., sec. 16.
- (4) ELIGIBLE LAND.—

(A) IN GENERAL.—Subject to valid existing rights, the reservation of easements or rights-of-way deemed necessary to be retained by the Secretary concerned, and the requirements of this subsection, the Secretary is authorized and directed to convey to the State any eligible land within the State identified in the negotiations authorized by paragraph (2) and agreed to by the Secretary concerned.

(B) EXCEPTIONS.—The Secretary concerned shall exclude from any conveyance any 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 the State, the Secretary concerned and the State may—

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

(ii) attempt to minimize the financial impact of the exchange on local governments.

(C) EXISTING AUTHORIZATIONS.—

(i) ELIGIBLE LAND CONVEYED TO THE STATE.—

(I) IN GENERAL.—Any eligible land conveyed to the State under this subsection shall be subject 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 accordance with existing law.

(II) ASSUMPTION BY STATE.—The State shall assume all benefits and obligations of the Forest Service or the Bureau of Land Management, 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 accordance with existing law.

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

(aa) assume all benefits and obligations of the State under the existing rights, contracts, leases, permits, and rights-of-way described in subclause (I); and

(bb) disburse to the Fort Belknap Indian Community any amounts that accrue to the United States from those rights, contracts, leases, permits, and rights-of-way, after the date of transfer from any sale, bonus, royalty, or rental relating to that land in the same manner as amounts received from other land held by the Secretary in trust for the benefit of the Fort Belknap Indian Community.

(D) PERSONAL PROPERTY.—

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

(I) remain the property of the holder; and

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

(ii) REMAINING PROPERTY.—Any personal property described in clause (i) remaining with the holder described in that clause beyond the 90-day period described in subclause (II) of that clause shall—

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

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

(iii) LIABILITY OF PREVIOUS HOLDER.—The holder of personal property described in clause (i) shall be liable for costs incurred by the Fort Belknap Indian Community in removing and disposing of the personal property under clause (ii)(II).

(7) TECHNICAL CORRECTIONS.—Notwithstanding the descriptions of the parcels of land owned by the State under paragraph (3), the State may, with the consent of the Fort Belknap Indian Community, make technical corrections to the legal land descriptions to more specifically identify the State parcels to be exchanged.

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

(b) FEDERAL LAND TRANSFERS.—

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

(2) FEDERAL LAND.—

(A) BUREAU OF LAND MANAGEMENT PARCELS.—

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

- (I) 19.55 acres in lot 10;
- (II) 19.82 acres in lot 11; and
- (III) 20.09 acres in lot 16.

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

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

- (I) 20.39 acres in lot 2;
- (II) 20.72 acres in lot 7;
- (III) 21.06 acres in lot 8;
- (IV) 40.00 acres in lot 9;
- (V) 40.00 acres in lot 10;
- (VI) 40.00 acres in lot 11;
- (VII) 40.00 acres in lot 12;
- (VIII) 21.39 acres in lot 13; and
- (IX) 160 acres in SW<sup>1</sup>/<sub>4</sub>.

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

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

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

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

(vi) 103.29 acres in T. 25 N., R. 22 E., sec. 15, comprised of—

- (I) 21.56 acres in lot 6;  
 (II) 29.50 acres in lot 7;  
 (III) 17.28 acres in lot 8;  
 (IV) 17.41 acres in lot 9; and  
 (V) 17.54 acres in lot 10.  
 (vii) 160 acres in T. 26 N., R. 21 E., sec. 1, comprised of—  
 (I) 80 acres in the S½ of the NW¼; and  
 (II) 80 acres in the W½ of the SW¼.  
 (viii) 567.50 acres in T. 26 N., R. 21 E., sec. 2, comprised of—  
 (I) 82.54 acres in the E½ of the NW¼;  
 (II) 164.96 acres in the NE¼; and  
 (III) 320 acres in the S½.  
 (ix) 240 acres in T. 26 N., R. 21 E., sec. 3, comprised of—  
 (I) 40 acres in the SE¼ of the NW¼;  
 (II) 160 acres in the SW¼; and  
 (III) 40 acres in the SW¼ of the SE¼.  
 (x) 120 acres in T. 26 N., R. 21 E., sec. 4, comprised of—  
 (I) 80 acres in the E½ of the SE¼; and  
 (II) 40 acres in the NW¼ of the SE¼.  
 (xi) 200 acres in T. 26 N., R. 21 E., sec. 5, comprised of—  
 (I) 160 acres in the SW¼; and  
 (II) 40 acres in the SW¼ of the NW¼.  
 (xii) 40 acres in the SE¼ of the SE¼ of T. 26 N., R. 21 E., sec. 6.  
 (xiii) 240 acres in T. 26 N., R. 21 E., sec. 8, comprised of—  
 (I) 40 acres in the NE¼ of the SW¼;  
 (II) 160 acres in the NW¼; and  
 (III) 40 acres in the NW¼ of the SE¼.  
 (xiv) 320 acres in the E½ of T. 26 N., R. 21 E., sec. 9.  
 (xv) 640 acres in T. 26 N., R. 21 E., sec. 10.  
 (xvi) 600 acres in T. 26 N., R. 21 E., sec. 11, comprised of—  
 (I) 320 acres in the N½;  
 (II) 80 acres in the N½ of the SE¼;  
 (III) 160 acres in the SW¼; and  
 (IV) 40 acres in the SW¼ of the SE¼.  
 (xvii) 525.81 acres in T. 26 N., R. 22 E., sec. 21, comprised of—  
 (I) 6.62 acres in lot 1;  
 (II) 5.70 acres in lot 2;  
 (III) 56.61 acres in lot 5;  
 (IV) 56.88 acres in lot 6;  
 (V) 320 acres in the W½; and  
 (VI) 80 acres in the W½ of the SE¼.  
 (xviii) 719.58 acres in T. 26 N., R. 22 E., sec. 28.  
 (xix) 560 acres in T. 26 N., R. 22 E., sec. 29, comprised of—  
 (I) 320 acres in the N½;  
 (II) 160 acres in the N½ of the S½; and  
 (III) 80 acres in the S½ of the SE¼.  
 (xx) 400 acres in T. 26 N., R. 22 E., sec. 32, comprised of—  
 (I) 320 acres in the S½; and  
 (II) 80 acres in the S½ of the NW¼.  
 (xxi) 455.51 acres in T. 26 N., R. 22 E., sec. 33, comprised of—  
 (I) 58.25 acres in lot 3;  
 (II) 58.5 acres in lot 4;  
 (III) 58.76 acres in lot 5;  
 (IV) 40 acres in the NW¼ of the NE¼;  
 (V) 160 acres in the SW¼; and  
 (VI) 80 acres in the W½ of the SE¼.  
 (xxii) 88.71 acres in T. 27 N., R. 21 E., sec. 1, comprised of—  
 (I) 24.36 acres in lot 1;  
 (II) 24.35 acres in lot 2; and  
 (III) 40 acres in the SW¼ of the SW¼.  
 (xxiii) 80 acres in T. 27 N., R. 21 E., sec. 3, comprised of—  
 (I) 40 acres in lot 11; and  
 (II) 40 acres in lot 12.  
 (xxiv) 80 acres in T. 27 N., R. 21 E., sec. 11, comprised of—  
 (I) 40 acres in the NW¼ of the SW¼; and  
 (II) 40 acres in the SW¼ of the NW¼.  
 (xxv) 200 acres in T. 27 N., R. 21 E., sec. 12, comprised of—  
 (I) 80 acres in the E½ of the SW¼;  
 (II) 40 acres in the NW¼ of the NW¼; and  
 (III) 80 acres in the S½ of the NW¼.  
 (xxvi) 40 acres in the SE¼ of the NE¼ of T. 27 N., R. 21 E., sec. 23.  
 (xxvii) 320 acres in T. 27 N., R. 21 E., sec. 24, comprised of—  
 (I) 80 acres in the E½ of the NW¼;  
 (II) 160 acres in the NE¼;  
 (III) 40 acres in the NE¼ of the SE¼; and  
 (IV) 40 acres in the SW¼ of the SW¼.  
 (xxviii) 120 acres in T. 27 N., R. 21 E., sec. 25, comprised of—  
 (I) 80 acres in the S½ of the NE¼; and  
 (II) 40 acres in the SE¼ of the NW¼.  
 (xxix) 40 acres in the NE¼ of the SE¼ of T. 27 N., R. 21 E., sec. 26.  
 (xxx) 160 acres in the NW¼ of T. 27 N., R. 21 E., sec. 27.  
 (xxxi) 40 acres in the SW¼ of the SW¼ of T. 27 N., R. 21 E., sec. 29.  
 (xxxii) 40 acres in the SW¼ of the NE¼ of T. 27 N., R. 21 E., sec. 30.  
 (xxxiii) 120 acres in T. 27 N., R. 21 E., sec. 33, comprised of—  
 (I) 40 acres in the SE¼ of the NE¼; and  
 (II) 80 acres in the N½ of the SE¼.  
 (xxxiv) 440 acres in T. 27 N., R. 21 E., sec. 34, comprised of—  
 (I) 160 acres in the N½ of the S½;  
 (II) 160 acres in the NE¼;  
 (III) 80 acres in the S½ of the NW¼; and  
 (IV) 40 acres in the SE¼ of the SE¼.  
 (xxxv) 133.44 acres in T. 27 N., R. 22 E., sec. 4, comprised of—  
 (I) 28.09 acres in lot 5;  
 (II) 25.35 acres in lot 6;  
 (III) 40 acres in lot 10; and  
 (IV) 40 acres in lot 15.  
 (xxxvi) 160 acres in T. 27 N., R. 22 E., sec. 7, comprised of—  
 (I) 40 acres in the NE¼ of the NE¼;  
 (II) 40 acres in the NW¼ of the SW¼; and  
 (III) 80 acres in the W½ of the NW¼.  
 (xxxvii) 120 acres in T. 27 N., R. 22 E., sec. 8, comprised of—  
 (I) 80 acres in the E½ of the NW¼; and  
 (II) 40 acres in the NE¼ of the SW¼.  
 (xxxviii) 40 acres in the SW¼ of the NW¼ of T. 27 N., R. 22 E., sec. 9.  
 (xxxix) 40 acres in the NE¼ of the SW¼ of T. 27 N., R. 22 E., sec. 17.  
 (xl) 40 acres in the NW¼ of the NW¼ of T. 27 N., R. 22 E., sec. 19.  
 (xli) 40 acres in the SE¼ of the NW¼ of T. 27 N., R. 22 E., sec. 20.  
 (xlii) 80 acres in the W½ of the SE¼ of T. 27 N., R. 22 E., sec. 31.  
 (xliii) 52.36 acres in the SE¼ of the SE¼ of T. 27 N., R. 22 E., sec. 33.  
 (xliv) 40 acres in the NE¼ of the SW¼ of T. 28 N., R. 22 E., sec. 29.  
 (xlv) 40 acres in the NE¼ of the NE¼ of T. 26 N., R. 21 E., sec. 7.  
 (xlvi) 40 acres in the SW¼ of the NW¼ of T. 26 N., R. 21 E., sec. 12.  
 (xlvii) 42.38 acres in the NW¼ of the NE¼ of T. 26 N., R. 22 E., sec. 6.  
 (xlviii) 320 acres in the E½ of T. 26 N., R. 22 E., sec. 17.  
 (xlix) 80 acres in the E½ of the NE¼ of T. 26 N., R. 22 E., sec. 20.  
 (l) 240 acres in T. 26 N., R. 22 E., sec. 30, comprised of—  
 (I) 80 acres in the E½ of the NE¼;  
 (II) 80 acres in the N½ of the SE¼;  
 (III) 40 acres in the SE¼ of the NW¼; and  
 (IV) 40 acres in the SW¼ of the NE¼.  
 (B) BUREAU OF INDIAN AFFAIRS.—The parcels of approximately 3,519.3 acres of trust land that have been converted to fee land, judicially foreclosed on, acquired by the Department of Agriculture, and transferred to the Bureau of Indian Affairs, described in clauses (i) through (iii).  
 (i) PARCEL 1.—The land described in this clause is 640 acres in T. 29 N., R. 26 E., comprised of—  
 (I) 160 acres in the SW¼ of sec. 27;  
 (II) 160 acres in the NE¼ of sec. 33; and  
 (III) 320 acres in the W½ of sec. 34.  
 (ii) PARCEL 2.—The land described in this clause is 320 acres in the N½ of T. 30 N., R. 23 E., sec. 28.  
 (iii) PARCEL 3.—The land described in this clause is 2,559.3 acres, comprised of—  
 (I) T. 28 N., R. 24 E., including—  
 (aa) of sec. 16—  
 (AA) 5 acres in the E½, W½, E½, W½, NE¼;  
 (BB) 10 acres in the E½, E½, W½, W½, NE¼;  
 (CC) 40 acres in the E½, W½, NE¼;  
 (DD) 40 acres in the W½, E½, NE¼;  
 (EE) 20 acres in the W½, E½, E½, NE¼;  
 (FF) 5 acres in the W½, W½, E½, E½, NE¼; and  
 (GG) 160 acres in the SE¼;  
 (bb) 640 acres in sec. 21;  
 (cc) 320 acres in the S½ of sec. 22; and  
 (dd) 320 acres in the W½ of sec. 27;  
 (II) T. 29 N., R. 25 E., PMM, including—  
 (aa) 320 acres in the S½ of sec. 1; and  
 (bb) 320 acres in the N½ of sec. 12;  
 (III) 39.9 acres in T. 29 N., R. 26 E., PMM, sec. 6, lot 2;  
 (IV) T. 30 N., R. 26 E., PMM, including—  
 (aa) 39.4 acres in sec. 3, lot 2;  
 (bb) 40 acres in the SW¼ of the SW¼ of sec. 4;  
 (cc) 80 acres in the E½ of the SE¼ of sec. 5;  
 (dd) 80 acres in the S½ of the SE¼ of sec. 7; and  
 (ee) 40 acres in the N½, N½, NE¼ of sec. 18; and  
 (V) 40 acres in T. 31 N., R. 26 E., PMM, the NW¼ of the SE¼ of sec. 31.  
 (3) TERMS AND CONDITIONS.—  
 (A) EXISTING AUTHORIZATIONS.—  
 (i) IN GENERAL.—Federal land transferred under this subsection shall be conveyed and taken into trust subject to valid existing rights, contracts, leases, permits, and rights-of-way, unless the holder of the right, contract, lease, permit, and rights-of-way requests an earlier termination in accordance with existing law.  
 (ii) ASSUMPTION BY BUREAU OF INDIAN AFFAIRS.—The Bureau of Indian Affairs shall—  
 (I) assume all benefits and obligations of the previous land management agency under the existing rights, contracts, leases, permits, and rights-of-way described in clause (i); and  
 (II) disburse to the Fort Belknap Indian Community any amounts that accrue to the United States from those rights, contracts, leases, permits, and rights-of-ways after the date of transfer from any sale, bonus, royalty, or rental relating to that land in the same manner as amounts received from other land held by the Secretary in trust for the Fort Belknap Indian Community.  
 (B) PERSONAL PROPERTY.—  
 (i) IN GENERAL.—Any improvements constituting personal property, as defined by State law, belonging to the holder of a right, contract, lease, permit, or right-of-way on land transferred under this subsection shall—  
 (I) remain the property of the holder; and  
 (II) be removed from the land not later than 90 days after the date on which the right, contract, lease, permit, or right-of-way expires, unless the Fort Belknap Indian Community and the holder agree otherwise.  
 (ii) REMAINING PROPERTY.—Any personal property described in clause (i) remaining with the holder described in that clause beyond the 90-day period described in subclause (II) of that clause shall—  
 (I) become the property of the Fort Belknap Indian Community; and  
 (II) be subject to removal and disposition at the discretion of the Fort Belknap Indian Community.  
 (iii) LIABILITY OF PREVIOUS HOLDER.—The holder of personal property described in clause (i) shall be liable to the Fort Belknap

Indian Community for costs incurred by the Fort Belknap Indian Community in removing and disposing of the property under clause (ii)(II).

(C) EXISTING ROADS.—If any road within the Federal land transferred under this subsection is necessary for customary access to private land, the Bureau of Indian Affairs shall offer the owner of the private land to apply for a right-of-way along the existing road, at the expense of the landowner.

(D) LIMITATION ON THE TRANSFER OF WATER RIGHTS.—Water rights that transfer with the land described in paragraph (2) shall not become part of the Tribal water rights, unless those rights are recognized and ratified in the Compact.

(4) WITHDRAWAL OF FEDERAL LAND.—

(A) IN GENERAL.—Subject to valid existing rights, effective on the date of enactment of this Act, all Federal land within the parcels described in paragraph (2) is withdrawn from all forms of—

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

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

(iii) disposition under all laws pertaining to mineral and geothermal leasing or mineral materials.

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

(C) NO NEW RESERVATION OF FEDERAL WATER RIGHTS.—Nothing in this paragraph establishes a new reservation in favor of the United States or the Fort Belknap Indian Community with respect to any water or water right on the land withdrawn by this paragraph.

(5) TECHNICAL CORRECTIONS.—Notwithstanding the descriptions of the parcels of Federal land in paragraph (2), the United States may, with the consent of the Fort Belknap Indian Community, make technical corrections to the legal land descriptions to more specifically identify the parcels.

(6) SURVEY.—

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

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

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

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

(ii) to satisfy administrative requirements necessary to accomplish the land transfers under this subsection.

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

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

(1) the land is free from any liens, encumbrances, or other infirmities; and

(2) no evidence exists of any hazardous substances on, or other environmental liability with respect to, the land.

(d) DODSON LAND.—

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

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

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

(B) the right to—

(i) seep, flood, and overflow the transferred land for Milk River Project purposes;

(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 extends to the point in the middle of the main channel of the Milk River), where the Milk River Project facilities, including the Dodson Diversion Dam, headworks to the Dodson South Canal, and Dodson South Canal, are located, and more particularly described as follows:

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

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

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

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

(B) CLARIFICATION.—The supplemental plats described in clauses (i) through (iv) of subparagraph (A) are official plats, as documented by retracement boundary surveys of the General Land Office, approved on March 11, 1938, and on record at the Bureau of Land Management.

(C) TECHNICAL CORRECTIONS.—Notwithstanding the descriptions of the parcels of Federal land in subparagraph (A), the United States may, with the consent of the Fort Belknap Indian Community, make technical corrections to the legal land descriptions to more specifically identify the parcels to be transferred.

(4) COOPERATIVE AGREEMENT.—Not later than 3 years after the enforceability date, the Bureau of Reclamation, the Malta Irrigation District, the Bureau of Indian Affairs, and the Fort Belknap Indian Community shall negotiate and enter into a cooperative agreement that identifies the uses to which the Fort Belknap Indian Community may put the land described in paragraph (3), provided that the cooperative agreement may be amended by mutual agreement of the Fort Belknap Indian Community, Bureau of Rec-

lamation, the Malta Irrigation District, and the Bureau of Indian Affairs, including to modify the perpetual easement to narrow the boundaries of the easement or to terminate the perpetual easement and cooperative agreement.

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

(1) beneficially owned by the Fort Belknap Indian Community; and

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

## SEC. 7. STORAGE ALLOCATION FROM LAKE ELWELL.

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

(b) TREATMENT.—

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

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

(3) ADMINISTRATION.—The Fort Belknap Indian Community shall administer the water allocated under subsection (a) in accordance with the Compact and this Act.

(c) ALLOCATION AGREEMENT.—

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

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

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

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

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

(i) any funds received by the Fort Belknap Indian Community as consideration under any lease, contract, exchange, or agreement entered into by the Fort Belknap Indian Community pursuant to subsection (d); or

(ii) the expenditure of those funds;

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

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

(F) no water service capital charge shall be due or payable for any water allocated to the



Fort Belknap Indian Community under this section or the allocation agreement, regardless of whether that water is delivered for use by the Fort Belknap Indian Community or under a lease, contract, exchange, or by agreement entered into by the Fort Belknap Indian Community pursuant to subsection (d);

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

(H) for each acre-foot of stored water leased or transferred by the Fort Belknap Indian Community for industrial purposes—

(i) the Fort Belknap Indian Community shall pay annually to the United States an amount necessary to cover the proportional share of the annual operations, maintenance, and replacement costs allocable to the quantity of water leased or transferred by the Fort Belknap Indian Community for industrial purposes; and

(ii) the annual payments of the Fort Belknap Indian Community shall be reviewed and adjusted, as appropriate, to reflect the actual operations, maintenance, and replacement costs for Tiber Dam.

(d) **AGREEMENT BY FORT BELKNAP INDIAN COMMUNITY.**—The Fort Belknap Indian Community may use, lease, contract, exchange, or enter into other agreements for the use of the water allocated to the Fort Belknap Indian Community under subsection (a) if—

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

(2) the agreement does not permanently alienate any water allocated to the Fort Belknap Indian Community under that subsection.

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

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

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

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

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

(1) in cooperation with the State and the Blackfeet Tribe, shall carry out appropriate activities concerning the restoration of the St. Mary Canal and associated facilities, including activities relating to the—

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

(B) rehabilitating, constructing, and repairing of the St. Mary Canal and appurtenances; and

(2) in cooperation with the State and the Fort Belknap Indian Community, shall carry out appropriate activities concerning the enlargement of Dodson South Canal and associated facilities, including activities relating to the—

(A) planning and design to enlarge Dodson South Canal and headworks at the upstream end of Dodson South Canal to divert and convey 700 cubic-feet per second; and

(B) rehabilitating, constructing, and enlarging the Dodson South Canal and headworks at the upstream end of Dodson South Canal to divert and convey 700 cubic-feet per second.

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

(c) **SATISFACTION OF MITIGATION REQUIREMENT.**—Notwithstanding any provision of the Compact, the mitigation required by Article VI.B. of the Compact shall be deemed satisfied if—

(1) the Secretary has—

(A) restored the St. Mary Canal and associated facilities to convey 850 cubic-feet per second; and

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

(2) the Secretary—

(A) has expended all of the available funding provided pursuant to section 14(a)(1)(D) to rehabilitate the St. Mary Canal and enlarge the Dodson South Canal; and

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

(d) **NONREIMBURSABILITY OF COSTS.**—The costs to the Secretary of carrying out this section shall be nonreimbursable.

#### **SEC. 9. FORT BELKNAP INDIAN IRRIGATION PROJECT SYSTEM.**

(a) **IN GENERAL.**—Subject to the availability of appropriations, the Secretary shall rehabilitate, modernize, and expand the Fort Belknap Indian Irrigation Project, 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, which shall include—

(1) planning, studies, and designing of the existing and expanded Milk River unit, including the irrigation system, Pumping Plant, delivery pipe and canal, Fort Belknap Dam and Reservoir, and Peoples Creek Flood Protection Project;

(2) the rehabilitation, modernization, and construction of the existing Milk River unit; and

(3) construction of the expanded Milk River unit, including the irrigation system, Pumping Plant, delivery pipe and canal, Fort Belknap Dam and Reservoir, and Peoples Creek Flood Protection Project.

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

(c) **CONSULTATION WITH THE FORT BELKNAP INDIAN COMMUNITY.**—The Secretary shall consult with the Fort Belknap Indian Community on appropriate changes to the final design and costs of any activity under this section.

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

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

(f) **ADMINISTRATION.**—The Secretary and the Fort Belknap Indian Community shall negotiate the cost of any oversight activity carried out by the Bureau of Indian Affairs or the Bureau of Reclamation under any agreement entered into under subsection (j), subject to the condition that the total cost for the oversight shall not exceed 3 percent of the total project costs for each project.

(g) **PROJECT MANAGEMENT COMMITTEE.**—Not later than 1 year after the date of enactment of this Act, the Secretary shall facilitate the formation of a project management committee composed of representatives of the Bureau of Indian Affairs, the Bureau of Rec-

lamation, and the Fort Belknap Indian Community—

(1) to review and make recommendations relating to cost factors, budgets, and implementing the activities for rehabilitating, modernizing, and expanding the Fort Belknap Indian Irrigation Project; and

(2) to improve management of inherently governmental activities through enhanced communication.

(h) **PROJECT EFFICIENCIES.**—If the total cost of planning, studies, design, rehabilitation, modernization, and construction activities relating to the projects described in subsection (a) results in cost savings and is less than the amounts authorized to be obligated, the Secretary, at the request of the Fort Belknap Indian Community, shall deposit those savings in the Fort Belknap Indian Community Water Resources and Water Rights Administration, Operation, and Maintenance Account established under section 12(b)(2).

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

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

(2) be recorded in the inventory of the Secretary relating to the Fort Belknap Indian Irrigation Project.

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

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

(1) alters any applicable law under which the Bureau of Indian Affairs collects assessments or carries out the operations and maintenance of the Fort Belknap Indian Irrigation Project; or

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

(l) **SATISFACTION OF FORT BELKNAP INDIAN IRRIGATION PROJECT SYSTEM REQUIREMENT.**—The obligations of the Secretary under subsection (a) shall be deemed satisfied if the Secretary—

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

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

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

#### **SEC. 10. SATISFACTION OF CLAIMS.**

(a) **IN GENERAL.**—The benefits provided under this Act shall be in complete replacement of, complete substitution for, and full satisfaction of any claim of the Fort Belknap Indian Community against the United States that is waived and released by the Fort Belknap Indian Community under section 11(a).

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

(1) all claims waived and released by the United States (acting as trustee for the allottees) under section 11(a)(2); and

(2) any claims of the allottees against the United States similar to the claims described in section 11(a)(2) that the allottee asserted or could have asserted.

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

(a) **IN GENERAL.**—

(1) **WAIVER AND RELEASE OF CLAIMS BY THE FORT BELKNAP INDIAN COMMUNITY AND UNITED**

STATES AS TRUSTEE FOR THE FORT BELKNAP INDIAN COMMUNITY.—Subject to the reservation of rights and retention of claims under subsection (d), as consideration for recognition of the Tribal water rights and other benefits described in the Compact and this Act, the Fort Belknap Indian Community, acting on behalf of the Fort Belknap Indian Community and members of the Fort Belknap Indian Community (but not any member of the Fort Belknap Indian Community as an allottee), and the United States, acting as trustee for the Fort Belknap Indian Community and the members of the Fort Belknap Indian Community (but not any member of the Fort Belknap Indian Community as an allottee), shall execute a waiver and release of all claims for water rights within the State that the Fort Belknap Indian Community, or the United States acting as trustee for the Fort Belknap Indian Community, asserted or could have asserted in any proceeding, including a State stream adjudication, on or before the enforceability date, except to the extent that such rights are recognized in the Compact and this Act.

(2) WAIVER AND RELEASE OF CLAIMS BY THE UNITED STATES AS TRUSTEE FOR ALLOTTEES.—Subject to the reservation of rights and the retention of claims under subsection (d), as consideration for recognition of the Tribal water rights and other benefits described in the Compact and this Act, the United States, acting as trustee for the allottees, shall execute a waiver and release of all claims for water rights within the Reservation that the United States, acting as trustee for the allottees, asserted or could have asserted in any proceeding, including a State stream adjudication, on or before the enforceability date, except to the extent that such rights are recognized in the Compact and this Act.

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

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

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

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

(iii) damage, loss, or injury to water, water rights, land, or natural resources due to loss of water or water rights, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion of, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, water rights, or water infrastructure within the State;

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

(v) damage, loss, or injury to water, water rights, land, or natural resources due to construction, operation, and management of the Fort Belknap Indian Irrigation Project and other Federal land and facilities (including damages, losses, or injuries to Tribal fish-

eries, fish habitat, wildlife, and wildlife habitat);

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

(vii) the litigation of claims relating to any water rights of the Fort Belknap Indian Community in the State;

(viii) the negotiation, execution, or adoption of the Compact (including appendices) and this Act;

(ix) the taking or acquisition of land or resources of the Fort Belknap Indian Community for the construction or operation of the Fort Belknap Indian Irrigation Project or the Milk River Project; and

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

(B) relating to damage, loss, or injury to water, water rights, land, or natural resources due to mining activities in the Little Rockies Mountains prior to the date of trust acquisition, including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights.

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

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

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

(1) all claims relating to—

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

(B) the quality of water under—

(i) CERCLA, including damages to natural resources;

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

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

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

(C) damage, loss, or injury to land or natural resources that are—

(i) not due to loss of water or water rights (including hunting, fishing, gathering, or cultural rights); and

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

(D) an action to prevent any person or party (as defined in sections 29 and 30 of Article II of the Compact) from interfering with the enjoyment of the Tribal water rights;

(2) all claims relating to off-Reservation hunting rights, fishing rights, gathering rights, or other rights;

(3) all claims relating to the right to use and protect water rights acquired after the date of enactment of this Act;

(4) all claims relating to the allocation of waters of the Milk River and the Milk River Project between the Fort Belknap Indian Community and the Blackfeet Tribe, pursuant to section 3705(e)(3) of the Blackfeet

Water Rights Settlement Act (Public Law 114-322; 130 Stat. 1818);

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

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

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

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

(2) affects the ability of the United States, acting as sovereign, to carry out any activity authorized by law, including—

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

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

(C) CERCLA; and

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

(3) affects the ability of the United States to act as trustee for any other Indian Tribe or an allottee of any other Indian Tribe;

(4) confers jurisdiction on any State court—

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

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

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

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

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

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

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

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

(2)(A) the Montana Water Court has approved the Compact in a manner from which no further appeal may be taken; or

(B) if the Montana Water Court is found to lack jurisdiction, the appropriate district court of the United States has approved the Compact as a consent decree from which no further appeal may be taken;

(3) all of the amounts authorized to be appropriated under section 14 have been appropriated and deposited in the designated accounts;

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

(5) the State has provided the required funding into the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account of the Trust Fund pursuant to section 14(a)(3); and

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

(g) TOLLING OF CLAIMS.—

(1) IN GENERAL.—Each applicable period of limitation and time-based equitable defense relating to a claim described in this section shall be tolled for the period beginning on



the date of enactment of this Act and ending on the enforceability date.

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

(h) EXPIRATION.—

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

(A) the amounts authorized to be appropriated by this Act have not been made available to the Secretary by not later than—

(i) January 21, 2034; and

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

(B) the Secretary fails to publish a statement of findings under subsection (f) by not later than—

(i) January 21, 2035; and

(ii) such alternative later date as is agreed to by the Fort Belknap Indian Community and the Secretary, after providing reasonable notice to the State.

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

(A) the waivers and releases under subsection (a) shall—

(i) expire; and

(ii) have no further force or effect;

(B) the authorization, ratification, confirmation, and execution of the Compact under section 4 shall no longer be effective;

(C) any action carried out by the Secretary, and any contract or agreement entered into, pursuant to this Act shall be void;

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

(E) except for Federal funds used to acquire or construct property that is returned to the Federal Government under subparagraph (D), the United States shall be entitled to offset any Federal funds made available to carry out this Act that were expended or withdrawn, or any funds made available to carry out this Act from other Federal authorized sources, together with any interest accrued on those funds, against any claims against the United States—

(i) relating to—

(I) water rights in the State asserted by—

(aa) the Fort Belknap Indian Community; or

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

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

(ii) in any future settlement of water rights of the Fort Belknap Indian Community or an allottee.

## SEC. 12. AANIIH NAKODA SETTLEMENT TRUST FUND.

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

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

(1) The Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account.

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

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

(c) DEPOSITS.—The Secretary shall deposit—

(1) in the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development 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 pursuant 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 pursuant 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 Management Reform Act of 1994 (25 U.S.C. 4001 et seq.); and

(C) this section.

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

(e) AVAILABILITY OF AMOUNTS.—

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

(A) to the Fort Belknap Indian Community by the Secretary beginning on the enforceability date; and

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

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

(A) amounts deposited in the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account established under subsection (b)(1) shall be available to the Fort Belknap Indian Community on the 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 the funds in the Trust Fund on approval by the Secretary of a Tribal management plan submitted by the Fort Belknap Indian Community in accordance with the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C. 4001 et seq.).

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

(C) ENFORCEMENT.—The Secretary may carry out such judicial and administrative actions as the Secretary determines to be necessary—

(i) to enforce the Tribal management plan; and

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

(2) WITHDRAWALS UNDER EXPENDITURE PLAN.—

(A) IN GENERAL.—The Fort Belknap Indian Community may submit to the Secretary a request to withdraw funds from the Trust Fund pursuant to an approved expenditure plan.

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

(C) INCLUSIONS.—An expenditure plan under this paragraph shall include a description of the manner and purpose for which the amounts proposed to be withdrawn from the Trust Fund will be used by the Fort Belknap Indian Community in accordance with subsections (e) and (g).

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

(i) is reasonable; and

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

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

(g) USES.—Amounts from the Trust Fund shall be used by the Fort Belknap Indian Community for the following purposes:

(1) FORT BELKNAP INDIAN COMMUNITY TRIBAL IRRIGATION AND OTHER WATER RESOURCES DEVELOPMENT ACCOUNT.—Amounts in the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account established under subsection (b)(1) shall be used to pay the cost 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 reacquisition 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 Water Resources and Water Rights Administration, Operation, and Maintenance Account established under subsection (b)(2), the principal and investment earnings, including interest, may only be used by the Fort Belknap Indian Community to pay the costs of activities described in subparagraphs (A) through (C) as follows:

(A) \$9,000,000 shall be used for the establishment, operation, and capital expenditures in connection with the administration of the Tribal water resources and water rights development, including the development or enactment of a Tribal water code.

(B) Only investment earnings, including interest, on \$29,299,059 shall be used and be available to pay the costs of activities for administration, operations, and regulation of the Tribal water resources and water rights department, in accordance with the Compact and this Act.

(C) Only investment earnings, including interest, on \$28,331,693 shall be used and be available to pay the costs of activities relating to a portion of the annual assessment costs for 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;

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

(C) construction, in accordance with applicable law, of infrastructure for delivery of Lake Elwell water diverted from the Missouri River to the southern part of the Reservation; and

(D) planning, studies, design, environmental compliance, and construction of a Tribal wellness center for a work force health and wellbeing project.

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

(i) PROJECT EFFICIENCIES.—If the total cost of the activities described in subsection (g) results in cost savings and is less than the amounts authorized to be obligated under any of paragraphs (1) through (3) of that subsection required to carry out those activities, the Secretary, at the request of the Fort Belknap Indian Community, shall deposit those savings in the Trust Fund to be used in accordance with that subsection.

(j) ANNUAL REPORT.—The Fort Belknap Indian Community shall submit to the Secretary an annual expenditure report describing accomplishments and amounts spent from use of withdrawals under a Tribal management plan or an expenditure plan described in this section.

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

(l) EFFECT.—Nothing in this Act entitles the Fort Belknap Indian Community to judicial review of a determination of the Secretary regarding whether to approve a Tribal management plan under subsection (f)(1) or an expenditure plan under subsection (f)(2), except as provided under subchapter II of chapter 5, and chapter 7, of title 5, United States Code (commonly known as the “Administrative Procedure Act”).

#### SEC. 13. FORT BELKNAP INDIAN COMMUNITY WATER SETTLEMENT IMPLEMENTATION FUND.

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

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

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

(2) The Milk River Project Mitigation Account.

(c) DEPOSITS.—The Secretary shall deposit—

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

(2) in the Milk River Project Mitigation Account established under subsection (b)(2), the amount made available pursuant to section 14(a)(1)(D).

(d) USES.—

(1) FORT BELKNAP INDIAN IRRIGATION PROJECT SYSTEM ACCOUNT.—The Fort Belknap Indian Irrigation Project Rehabilitation Account established under subsection (b)(1) shall be used to carry out section 9, except as provided in subsection (h) of that section.

(2) MILK RIVER PROJECT MITIGATION ACCOUNT.—The Milk River Project Mitigation Account established under subsection (b)(2) may only be used to carry out section 8.

(e) MANAGEMENT.—

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

(2) EXCEPTION.—Notwithstanding paragraph (1), amounts deposited in the Fort Belknap Indian Irrigation Project System Account established under subsection (b)(1) shall be available to the Secretary on the date on which the amounts are deposited for

uses described in paragraphs (1) and (2) of section 9(a).

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

#### SEC. 14. FUNDING.

(a) FUNDING.—

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

(A) for deposit in the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account of the Trust Fund established under section 12(b)(1), \$89,643,100, to be retained until expended, withdrawn, or reverted to the general fund of the Treasury;

(B) for deposit 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), \$331,885,220, to be retained until expended, withdrawn, or reverted to the general fund of the Treasury;

(C) for deposit in the Fort Belknap Indian Irrigation Project System Account of the Implementation Fund established under section 13(b)(1), such sums as are necessary, but not more than \$187,124,469, for the Secretary to carry out section 9, to be retained until expended, withdrawn, or reverted to the general fund of the Treasury; and

(D) for deposit in the Milk River Project Mitigation Account of the Implementation Fund established under section 13(b)(2), such sums as are necessary, but not more than \$300,000,000, for the Secretary to carry out obligations of the Secretary under section 8, to be retained until expended, withdrawn, or reverted 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 Implementation Fund established under section 13(b)(1), \$228,707,684.

(B) AVAILABILITY.—Amounts deposited in the accounts under subparagraph (A) shall be available without further appropriation.

(3) STATE COST SHARE.—The State shall contribute \$5,000,000, plus any earned interest, payable to the Secretary for deposit in the Fort Belknap Indian Community Tribal Irrigation and Other Water Resources Development Account of the Trust Fund established under section 12(b)(1) on approval of a final decree by the Montana Water Court for the purpose of activities relating to the Upper Peoples Creek Dam and Reservoir under subparagraphs (A) through (C) of section 12(g)(1).

(b) FLUCTUATION IN COSTS.—

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

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

(B) adjusted to address construction cost changes necessary to account for unforeseen market volatility that may not otherwise be captured by engineering cost indices as determined by the Secretary, including repricing applicable to the types of construction and current industry standards involved.

(2) REPETITION.—The adjustment process under paragraph (1) shall be repeated for each subsequent amount appropriated until the amount authorized to be appropriated under subsection (a), as adjusted, has been appropriated.

(3) PERIOD OF INDEXING.—

(A) TRUST FUND.—With respect to the Trust Fund, the period of indexing adjustment under paragraph (1) for any increment of funding shall end on the date on which the funds are deposited into the Trust Fund.

(B) IMPLEMENTATION FUND.—With respect to the Implementation Fund, the period of adjustment under paragraph (1) for any increment of funding shall be annually.

#### SEC. 15. MISCELLANEOUS PROVISIONS.

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

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

(c) ELIMINATION OF DEBTS OR LIENS AGAINST ALLOTMENTS OF THE FORT BELKNAP INDIAN COMMUNITY MEMBERS WITHIN THE FORT BELKNAP INDIAN IRRIGATION PROJECT.—On the date of enactment of this Act, the Secretary shall cancel and eliminate all debts or liens against the allotments of land held by the Fort Belknap Indian Community and the members of the Fort Belknap Indian Community due to construction assessments and annual operation and maintenance charges relating to the Fort Belknap Indian Irrigation Project.

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

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

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

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

(f) ADDITIONAL FUNDING.—Nothing in this Act prohibits the Fort Belknap Indian Community from seeking—

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

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

(g) RIGHTS UNDER STATE LAW.—Except as provided in section 1 of Article III of the Compact (relating to the closing of certain water basins in the State to new appropriations in accordance with the laws of the

State), nothing in this Act or the Compact precludes the acquisition or exercise of a right arising under State law (as defined in section 6 of Article II of the Compact) to the use of water by the Fort Belknap Indian Community, or a member or allottee of the Fort Belknap Indian Community, outside the Reservation by—

(1) purchase of the right; or

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

(h) WATER STORAGE AND IMPORTATION.—Nothing in this Act or the Compact prevents the Fort Belknap Indian Community from participating in any project to import water to, or to add storage in, the Milk River Basin.

#### SEC. 16. ANTIDEFICIENCY.

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

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

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

#### AUTHORITY FOR COMMITTEES TO MEET

Ms. CANTWELL. Madam President, I have two requests for committees to meet during today's session of the Senate. They have the approval of the Majority and Minority Leaders.

Pursuant to rule XXVI, paragraph 5(a), of the Standing Rules of the Senate, the following committees are authorized to meet during today's session of the Senate:

COMMITTEE ON HEALTH, EDUCATION, LABOR,  
AND PENSIONS

The Committee on Health, Education, Labor, and Pensions is authorized to meet during the session of the Senate on Thursday, June 20, 2024, at 9 a.m., to conduct a hearing.

COMMITTEE ON THE JUDICIARY

The Committee on the Judiciary is authorized to meet during the session of the Senate on Thursday, June 20, 2024, at 10 a.m., to conduct a hearing on nominations.

#### AMENDING TITLE 35, UNITED STATES CODE, TO PROVIDE A GOOD FAITH EXCEPTION TO THE IMPOSITION OF FINES FOR FALSE ASSERTIONS AND CERTIFICATIONS

Ms. CANTWELL. Madam President, I ask unanimous consent that the Committee on the Judiciary be discharged from further consideration of S. 3960 and the Senate proceed to its immediate consideration.

The ACTING PRESIDENT pro tempore. The clerk will report the bill by title.

The senior assistant legislative clerk read as follows:

A bill (S. 3960) to amend title 35, United States Code, to provide a good faith exception to the imposition of fines for false asser-

tions and certifications, and for other purposes.

There being no objection, the committee was discharged, and the Senate proceeded to consider the bill.

Ms. CANTWELL. I ask unanimous consent that the bill be considered read a third time and passed and that the motion to reconsider be considered made and laid upon the table.

The ACTING PRESIDENT pro tempore. Without objection, it is so ordered.

The bill (S. 3960) was ordered to be engrossed for a third reading, was read the third time, and passed, as follows:

S. 3960

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

#### SECTION 1. GOOD FAITH EXCEPTION TO THE IMPOSITION OF CERTAIN FINES.

Title 35, United States Code, is amended—  
(1) in section 41(j), by inserting “, unless the entity shows that the assertion was made in good faith,” before “be subject”; and  
(2) in section 123(f), by inserting “, unless the entity shows that the certification was made in good faith,” before “be subject”.

#### RECOGNIZING THE IMPORTANCE OF POLLINATORS TO ECOSYSTEM HEALTH AND AGRICULTURE IN THE UNITED STATES BY DESIGNATING JUNE 16 THROUGH JUNE 22, 2024, AS NATIONAL POLLINATOR WEEK

Ms. CANTWELL. Madam President, I ask unanimous consent that the Senate proceed to the consideration of S. Res. 747, submitted earlier today.

The ACTING PRESIDENT pro tempore. The clerk will report the resolution by title.

The senior assistant legislative clerk read as follows:

A resolution (S. Res. 747) recognizing the importance of pollinators to ecosystem health and agriculture in the United States by designating June 16 through June 22, 2024, as “National Pollinator Week”.

There being no objection, the Senate proceeded to consider the resolution.

Ms. CANTWELL. I ask unanimous consent that the resolution be agreed to, the preamble be agreed to, and that the motions to reconsider be considered made and laid upon the table with no intervening action or debate.

The ACTING PRESIDENT pro tempore. Without objection, it is so ordered.

The resolution (S. Res. 747) was agreed to.

The preamble was agreed to.

(The resolution, with its preamble, is printed in today's RECORD under “Submitted Resolutions.”)

#### APPOINTMENT

The ACTING PRESIDENT pro tempore. The Chair, on behalf of the Vice President, pursuant to 14 U.S.C. 194(a), as amended by Public Law 101-595, and further amended by Public Law 113-281, and upon the recommendation of the Majority Leader, appoints the following Senators to the Board of Visitors of the U.S. Coast Guard Academy: