

118TH CONGRESS
2D SESSION

H. R. 7240

To achieve a fair, equitable, and final settlement of claims to water rights in the State of Montana for the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

FEBRUARY 5, 2024

Mr. ROSENDALE introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To achieve a fair, equitable, and final settlement of claims to water rights in the State of Montana for the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana, and for other purposes.

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

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4 (a) **SHORT TITLE.**—This Act may be cited as the
5 “Fort Belknap Indian Community Water Rights Settle-
6 ment Act of 2024”.

7 (b) **TABLE OF CONTENTS.**—The table of contents for
8 this Act is:

- Sec. 1. Short title; Table of contents.
- Sec. 2. Purposes.
- Sec. 3. Definitions.
- Sec. 4. Ratification of Compact.
- Sec. 5. Tribal water rights.
- Sec. 6. Exchange and transfer of land.
- Sec. 7. Storage allocation from Lake Elwell.
- Sec. 8. Milk River Project mitigation.
- Sec. 9. Fort Belknap Indian Irrigation Project System.
- Sec. 10. Satisfaction of claims.
- Sec. 11. Waivers and releases of claims.
- Sec. 12. Aaniiih Nakoda Settlement Trust Fund.
- Sec. 13. Fort Belknap Indian Community Water Settlement Implementation Fund.
- Sec. 14. Funding.
- Sec. 15. Miscellaneous provisions.
- Sec. 16. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

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

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

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

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

16 (3) to authorize and direct the Secretary—

17 (A) to execute the Compact; and

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

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

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

8 **SEC. 3. DEFINITIONS.**

9 In this Act:

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

13 (A) located within the Reservation; and

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

15 (2) BLACKFEET TRIBE.—The term “Blackfeet
16 Tribe” means the Blackfeet Tribe of the Blackfeet
17 Indian Reservation of Montana.

18 (3) CERCLA.—The term “CERCLA” means the
19 Comprehensive Environmental Response, Compensa-
20 tion, and Liability Act of 1980 (42 U.S.C. 9601 et
21 seq.).

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

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

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

5 (B) any appendix (including appendix
6 amendments), part, or amendment to the Com-
7 pact that is executed to make the Compact con-
8 sistent with this Act.

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

12 (7) FORT BELKNAP INDIAN COMMUNITY.—The
13 term “Fort Belknap Indian Community” means the
14 Gros Ventre and Assiniboine Tribes of the Fort
15 Belknap Reservation of Montana, a federally recog-
16 nized Indian Tribal entity included on the list pub-
17 lished by the Secretary pursuant to section 104(a)
18 of the Federally Recognized Indian Tribe List Act of
19 1994 (25 U.S.C. 5131(a)).

20 (8) FORT BELKNAP INDIAN COMMUNITY COUN-
21 CIL.—The term “Fort Belknap Indian Community
22 Council” means the governing body of the Fort
23 Belknap Indian Community.

24 (9) FORT BELKNAP INDIAN IRRIGATION
25 PROJECT.—

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

6 (i) the Three Mile unit; and

7 (ii) the White Bear unit.

8 (B) INCLUSIONS.—The term “Fort
9 Belknap Indian Irrigation Project” includes any
10 addition to the Fort Belknap Indian Irrigation
11 Project constructed pursuant to this Act, in-
12 cluding expansion of the Fort Belknap Indian
13 Irrigation Project, the Pumping Plant, delivery
14 Pipe and Canal, the Fort Belknap Reservoir
15 and Dam, and the Peoples Creek Flood Protec-
16 tion Project.

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

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

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

8 (13) MALTA IRRIGATION DISTRICT.—The term
9 “Malta Irrigation District” means the public cor-
10 poration—

11 (A) created on December 28, 1923, pursu-
12 ant to the laws of the State relating to irriga-
13 tion districts; and

14 (B) headquartered in Malta, Montana.

15 (14) MILK RIVER.—The term “Milk River”
16 means the mainstem of the Milk River and each
17 tributary of the Milk River between the headwaters
18 of the Milk River and the confluence of the Milk
19 River with the Missouri River, consisting of—

20 (A) Montana Water Court Basins 40F,
21 40G, 40H, 40I, 40J, 40K, 40L, 40M, 40N, and
22 40O; and

23 (B) the portion of the Milk River and each
24 tributary of the Milk River that flows through

1 the Canadian Provinces of Alberta and Sas-
2 katchewan.

3 (15) MILK RIVER PROJECT.—

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

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

14 (i) the St. Mary Unit;

15 (ii) the Fresno Dam and Reservoir;

16 and

17 (iii) the Dodson pumping unit.

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

21 (17) OPERATIONS AND MAINTENANCE.—The
22 term “operations and maintenance” means the Bu-
23 reau of Indian Affairs operations and maintenance
24 activities related to costs described in section

1 171.500 of title 25, Code of Federal Regulations (or
2 a successor regulation).

3 (18) OPERATIONS, MAINTENANCE, AND RE-
4 PLACEMENT.—The term “operations, maintenance,
5 and replacement” means—

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

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

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

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

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

22 (21) RESERVATION.—

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

1 (B) INCLUSIONS.—The term “Reserva-
2 tion” includes—

3 (i) all land and interests in land es-
4 tablished by—

5 (I) the Agreement with the Gros
6 Ventre and Assiniboine Tribes of the
7 Fort Belknap Reservation, ratified by
8 the Act of May 1, 1888 (25 Stat. 113,
9 chapter 212), as modified by the
10 Agreement with the Indians of the
11 Fort Belknap Reservation of October
12 9, 1895 (ratified by the Act of June
13 10, 1896) (29 Stat. 350, chapter
14 398);

15 (II) the Act of March 3, 1921
16 (41 Stat. 1355, chapter 135); and

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

19 (ii) the land known as the “Hancock
20 lands” purchased by the Fort Belknap In-
21 dian Community pursuant to the Fort
22 Belknap Indian Community Council Reso-
23 lution No. 234–89 (October 2, 1989); and

24 (iii) all land transferred to the United
25 States to be held in trust for the benefit of

1 the Fort Belknap Indian Community under
2 section 6.

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

5 (23) ST. MARY UNIT.—

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

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

- 12 (i) Sherburne Dam and Reservoir;
13 (ii) Swift Current Creek Dike;
14 (iii) Lower St. Mary Lake;
15 (iv) St. Mary Canal Diversion Dam;
16 and
17 (v) St. Mary Canal and appur-
18 tenances.

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

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

1 (26) TRIBAL WATER RIGHTS.—The term “Trib-
2 al water rights” means the water rights of the Fort
3 Belknap Indian Community, as described in Article
4 III of the Compact and this Act, including the allo-
5 cation of water to the Fort Belknap Indian Commu-
6 nity from Lake Elwell under section 7.

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

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

12 (a) RATIFICATION OF COMPACT.—

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

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

19 (b) EXECUTION.—

20 (1) IN GENERAL.—To the extent that the Com-
21 pact does not conflict with this Act, the Secretary
22 shall execute the Compact, including all appendices
23 to, or parts of, the Compact requiring the signature
24 of the Secretary.

1 (2) MODIFICATIONS.—Nothing in this Act pre-
2 cludes the Secretary from approving any modifica-
3 tion to an appendix to the Compact that is con-
4 sistent with this Act, to the extent that the modifica-
5 tion does not otherwise require congressional ap-
6 proval under section 2116 of the Revised Statutes
7 (25 U.S.C. 177) or any other applicable provision of
8 Federal law.

9 (c) ENVIRONMENTAL COMPLIANCE.—

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

13 (A) the Endangered Species Act of 1973
14 (16 U.S.C. 1531 et seq.);

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

18 (C) other applicable Federal environmental
19 laws and regulations.

20 (2) COMPLIANCE.—

21 (A) IN GENERAL.—In implementing the
22 Compact and this Act, the Fort Belknap Indian
23 Community shall prepare any necessary envi-
24 ronmental documents, except for any environ-

1 mental documents required under section 8,
2 consistent with all applicable provisions of—

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

5 (ii) the National Environmental Policy
6 Act of 1969 (42 U.S.C. 4231 et seq.), in-
7 cluding the implementing regulations of
8 that Act; and

9 (iii) all other applicable Federal envi-
10 ronmental laws and regulations.

11 (B) AUTHORIZATIONS.—The Secretary
12 shall—

13 (i) independently evaluate the docu-
14 mentation submitted under subparagraph
15 (A); and

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

18 (3) EFFECT OF EXECUTION.—The execution of
19 the Compact by the Secretary under this section
20 shall not constitute a major Federal action for pur-
21 poses of the National Environmental Policy Act of
22 1969 (42 U.S.C. 4321 et seq.).

23 (4) COSTS.—Any costs associated with the per-
24 formance of the compliance activities described in
25 paragraph (2) shall be paid from funds deposited in

1 the Trust Fund, subject to the condition that any
2 costs associated with the performance of Federal ap-
3 proval or other review of such compliance work or
4 costs associated with inherently Federal functions
5 shall remain the responsibility of the Secretary.

6 **SEC. 5. TRIBAL WATER RIGHTS.**

7 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

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

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

13 (3) CONFLICT.—In the event of a conflict be-
14 tween the Compact and this Act, this Act shall con-
15 trol.

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

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

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

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

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

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

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

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

15 (d) ALLOTTEES.—

16 (1) APPLICABILITY OF THE ACT OF FEBRUARY
17 8, 1887.—The provisions of section 7 of the Act of
18 February 8, 1887 (24 Stat. 390, chapter 119; 25
19 U.S.C. 381), relating to the use of water for irriga-
20 tion purposes, shall apply to the Tribal water rights.

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

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

4 (4) CLAIMS.—

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

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

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

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

24 (1) IN GENERAL.—The Fort Belknap Indian
25 Community shall have the authority to allocate, dis-

1 tribute, and lease the Tribal water rights for use on
2 the Reservation in accordance with the Compact,
3 this Act, and applicable Federal law.

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

9 (A) subject to the approval of the Sec-
10 retary; or

11 (B) pursuant to Tribal water leasing regu-
12 lations consistent with the requirements of sub-
13 section (f).

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

20 (f) TRIBAL WATER LEASING REGULATIONS.—

21 (1) IN GENERAL.—At the discretion of the Fort
22 Belknap Indian Community, any water lease of the
23 Fort Belknap Indian Community of the Tribal water
24 rights for use on or off the Reservation shall not re-
25 quire the approval of the Secretary if the lease—

1 (A) is executed under tribal regulations,
2 approved by the Secretary under this sub-
3 section;

4 (B) is in accordance with the Compact;
5 and

6 (C) does not exceed a term of 100 years,
7 except that a lease may include an option to
8 renew for 1 additional term of not to exceed
9 100 years.

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

12 (A) IN GENERAL.—The Secretary shall
13 have the authority to approve or disapprove any
14 Tribal water leasing regulations issued in ac-
15 cordance with paragraph (1).

16 (B) CONSIDERATIONS FOR APPROVAL.—
17 The Secretary shall approve any Tribal water
18 leasing regulations issued in accordance with
19 paragraph (1) if the Tribal water leasing regu-
20 lations—

21 (i) provide for an environmental re-
22 view process that includes—

23 (I) the identification and evalua-
24 tion of any significant effects of the

1 proposed action on the environment;
2 and

3 (II) a process for ensuring that—

4 (aa) the public is informed
5 of, and has a reasonable oppor-
6 tunity to comment on, any sig-
7 nificant environmental impacts of
8 the proposed action identified by
9 the Fort Belknap Indian Com-
10 munity; and

11 (bb) the Fort Belknap In-
12 dian Community provides re-
13 sponses to relevant and sub-
14 stantive public comments on
15 those impacts prior to its ap-
16 proval of a water lease; and

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

19 (3) REVIEW PROCESS.—

20 (A) IN GENERAL.—Not later than 120
21 days after the date on which Tribal water leas-
22 ing regulations under paragraph (1) are sub-
23 mitted to the Secretary, the Secretary shall re-
24 view and approve or disapprove the regulations.

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

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

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

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

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

22 (5) DOCUMENTATION.—If the Fort Belknap In-
23 dian Community issues a lease pursuant to Tribal
24 water leasing regulations under paragraph (1), the
25 Fort Belknap Indian Community shall provide the

1 Secretary and the State a copy of the lease, includ-
2 ing any amendments or renewals to the lease.

3 (6) LIMITATION OF LIABILITY.—

4 (A) IN GENERAL.—The United States
5 shall not be liable in any claim relating to the
6 negotiation, execution, or approval of any lease
7 or exchange agreement or storage agreement,
8 including any claims relating to the terms in-
9 cluded in such an agreement, made pursuant to
10 Tribal water leasing regulations under para-
11 graph (1).

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

15 (i) any funds received by the Fort
16 Belknap Indian Community as consider-
17 ation under any lease or exchange agree-
18 ment or storage agreement; or

19 (ii) the expenditure of those funds.

20 (g) TRIBAL WATER CODE.—

21 (1) IN GENERAL.—Notwithstanding Article
22 IV.A.2. of the Compact, not later than 4 years after
23 the date on which the Fort Belknap Indian Commu-
24 nity approves the Compact in accordance with sec-

1 tion 11(f)(1), the Fort Belknap Indian Community
2 shall enact a Tribal water code that provides for—

3 (A) the administration, management, regu-
4 lation, and governance of all uses of the Tribal
5 water rights in accordance with the Compact
6 and this Act; and

7 (B) the establishment by the Fort Belknap
8 Indian Community of the conditions, permit re-
9 quirements, and other requirements for the allo-
10 cation, distribution, or use of the Tribal water
11 rights in accordance with the Compact and this
12 Act.

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

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

18 (B) a process by which an allottee may re-
19 quest that the Fort Belknap Indian Community
20 provide water for irrigation use in accordance
21 with this Act, including the provision of water
22 under any allottee lease under section 4 of the
23 Act of June 25, 1910 (36 Stat. 856, chapter
24 431; 25 U.S.C. 403);

1 (C) a due process system for the consider-
2 ation and determination by the Fort Belknap
3 Indian Community of any request of an allottee
4 (or a successor in interest to an allottee) for an
5 allocation of water for irrigation purposes on al-
6 lotted land, including a process for—

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

9 (ii) resolution of any contested admin-
10 istrative decision;

11 (D) a requirement that any allottee assert-
12 ing a claim relating to the enforcement of rights
13 of the allottee under the Tribal water code, in-
14 cluding to the quantity of water allocated to
15 land of the allottee, shall exhaust all remedies
16 available to the allottee under Tribal law before
17 initiating an action against the United States
18 or petitioning the Secretary pursuant to sub-
19 section (d)(4)(B);

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

24 (F) a process for the establishment of a
25 controlled Groundwater area and for the man-

1 agement of that area in cooperation with estab-
2 lishment of a contiguous controlled Ground-
3 water area off the Reservation established pur-
4 suant to Section B.2. of Article IV of the Com-
5 pact and State law.

6 (3) ACTION BY SECRETARY.—

7 (A) IN GENERAL.—During the period be-
8 ginning on the date of enactment of this Act
9 and ending on the date on which a Tribal water
10 code described in paragraphs (1) and (2) is en-
11 acted, the Secretary shall administer, with re-
12 spect to the rights of allottees, the Tribal water
13 rights in accordance with the Compact and this
14 Act.

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

18 (i) the provisions of the Tribal water
19 code required by paragraph (2) are ap-
20 proved by the Secretary; and

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

24 (C) APPROVAL PERIOD.—

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

8 (ii) EXTENSIONS.—The deadline de-
9 scribed in clause (i) may be extended by
10 the Secretary, after consultation with the
11 Fort Belknap Indian Community.

12 (h) ADMINISTRATION.—

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

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

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

1 abandonment, relinquishment, or other loss of all or
2 any portion of the Tribal water rights.

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

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

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

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

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

21 (2) AUTHORIZED PURPOSES.—The power rates
22 made available under paragraph (1) shall be author-
23 ized for the purposes of wheeling, administration,
24 and payment of irrigation project pumping power
25 rates, including project use power for gravity power.

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

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

4 (1) DEFINITIONS.—In this subsection:

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

7 (i) public lands (as defined in section
8 103 of the Federal Land Policy and Man-
9 agement Act of 1976 (43 U.S.C. 1702))
10 that are administered by the Secretary,
11 acting through the Director of the Bureau
12 of Land Management; and

13 (ii) land in the National Forest Sys-
14 tem (as defined in section 11(a) of the
15 Forest and Rangeland Resources Planning
16 Act of 1974 (16 U.S.C. 1609(a)) that is
17 administered by the Secretary of Agri-
18 culture, acting through the Chief of the
19 Forest Service.

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

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

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

4 (2) NEGOTIATIONS AUTHORIZED.—

5 (A) IN GENERAL.—The Secretary con-
6 cerned shall offer to enter into negotiations
7 with the State for the purpose of exchanging el-
8 igible land described in paragraph (4) for the
9 State land described in paragraph (3).

10 (B) REQUIREMENTS.—Any exchange of
11 land made pursuant to this subsection shall be
12 subject to the terms and conditions of this sub-
13 section.

14 (C) PRIORITY.—

15 (i) IN GENERAL.—In carrying out this
16 paragraph, the Secretary and the Sec-
17 retary of Agriculture shall, during the 5-
18 year period beginning on the date of enact-
19 ment of this Act, give priority to an ex-
20 change of eligible land located within the
21 State for State land.

22 (ii) SECRETARY OF AGRICULTURE.—
23 The responsibility of the Secretary of Agri-
24 culture under clause (i), during the 5-year
25 period described in that clause, shall be

1 limited to negotiating with the State an ac-
2 ceptable package of land in the National
3 Forest System (as defined in section 11(a)
4 of the Forest and Rangeland Resources
5 Planning Act of 1974 (16 U.S.C.
6 1609(a))).

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

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

12 (B) 707.04 acres in T. 27 N., R. 22 E.,
13 sec. 16.

14 (C) 640 acres in T. 27 N., R. 21 E., sec.
15 36.

16 (D) 640 acres in T. 26 N., R. 23 E., sec.
17 16.

18 (E) 640 acres in T. 26 N., R. 23 E., sec.
19 36.

20 (F) 640 acres in T. 26 N., R. 26 E., sec.
21 16.

22 (G) 640 acres in T. 26 N., R. 22 E., sec.
23 36.

24 (H) 640 acres in T. 27 N., R. 23 E., sec.
25 16.

- 1 (I) 640 acres in T. 27 N., R. 25 E., sec.
2 36.
- 3 (J) 640 acres in T. 28 N., R. 22 E., sec.
4 36.
- 5 (K) 640 acres in T. 28 N., R. 23 E., sec.
6 16.
- 7 (L) 640 acres in T. 28 N., R. 24 E., sec.
8 36.
- 9 (M) 640 acres in T. 28 N., R. 25 E., sec.
10 16.
- 11 (N) 640 acres in T. 28 N., R. 25 E., sec.
12 36.
- 13 (O) 640 acres in T. 28 N., R. 26 E., sec.
14 16.
- 15 (P) 94.96 acres in T. 28 N., R. 26 E., sec.
16 36, under lease by the Fort Belknap Indian
17 Community Council on the date of enactment of
18 this Act, comprised of—
- 19 (i) 30.68 acres in lot 5;
20 (ii) 26.06 acres in lot 6;
21 (iii) 21.42 acres in lot 7; and
22 (iv) 16.8 acres in lot 8.
- 23 (Q) 652.32 acres in T. 29 N., R. 22 E.,
24 sec. 16, excluding the 73.36 acres under lease
25 by individuals who are not members of the Fort

1 Belknap Indian Community, on the date of en-
2 actment of this Act.

3 (R) 640 acres in T. 29 N., R. 22 E., sec.
4 36.

5 (S) 640 acres in T. 29 N., R. 23 E., sec.
6 16.

7 (T) 640 acres in T. 29 N., R. 24 E., sec.
8 16.

9 (U) 640 acres in T. 29 N., R. 24 E., sec.
10 36.

11 (V) 640 acres in T. 29 N., R. 25 E., sec.
12 16.

13 (W) 640 acres in T. 29 N., R. 25 E., sec.
14 36.

15 (X) 640 acres in T. 29 N., R. 26 E., sec.
16 16.

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

22 (Z) 640 acres in T. 30 N., R. 22 E., sec.
23 36.

24 (AA) 640 acres in T. 30 N., R. 23 E., sec.
25 16.

1 (BB) 640 acres in T. 30 N., R. 23 E., sec.

2 36.

3 (CC) 640 acres in T. 30 N., R. 24 E., sec.

4 16.

5 (DD) 640 acres in T. 30 N., R. 24 E., sec.

6 36.

7 (EE) 640 acres in T. 30 N., R. 25 E., sec.

8 16.

9 (FF) 275.88 acres in T. 30 N., R. 26 E.,

10 sec. 36, under lease by the Fort Belknap Indian

11 Community Council on the date of enactment of

12 this Act.

13 (GG) 640 acres in T. 31 N., R. 22 E., sec.

14 36.

15 (HH) 640 acres in T. 31 N., R. 23 E., sec.

16 16.

17 (II) 640 acres in T. 31 N., R. 23 E., sec.

18 36.

19 (JJ) 34.04 acres in T. 31 N., R. 26 E.,

20 sec. 16, lot 4.

21 (KK) 640 acres in T. 25 N., R. 22 E., sec.

22 16.

23 (4) ELIGIBLE LAND.—

24 (A) IN GENERAL.—Subject to valid exist-

25 ing rights, the reservation of easements or

1 rights-of-way deemed necessary to be retained
2 by the Secretary concerned, and the require-
3 ments of this subsection, the Secretary is au-
4 thorized and directed to convey to the State any
5 eligible land within the State identified in the
6 negotiations authorized by paragraph (2) and
7 agreed to by the Secretary concerned.

8 (B) EXCEPTIONS.—The Secretary con-
9 cerned shall exclude from any conveyance any
10 parcel of eligible land that is—

11 (i) included within the National Land-
12 scape Conservation System established by
13 section 2002(a) of the Omnibus Public
14 Land Management Act of 2009 (16 U.S.C.
15 7202(a)), without regard to whether that
16 land has been identified as available for
17 disposal in a land use plan;

18 (ii) designated as wilderness by Con-
19 gress;

20 (iii) within a component of the Na-
21 tional Wild and Scenic Rivers System; or

22 (iv) designated in the Forest Land
23 and Resource Management Plan as a Re-
24 search Natural Area.

1 (C) ADMINISTRATIVE RESPONSIBILITY.—

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

6 (5) LAND INTO TRUST.—On completion of the
7 land exchange authorized by this subsection, the
8 Secretary shall, as soon as practicable after the en-
9 forceability date, take the land received by the
10 United States pursuant to this subsection into trust
11 for the benefit of the Fort Belknap Indian Commu-
12 nity.

13 (6) TERMS AND CONDITIONS.—

14 (A) EQUAL VALUE.—The values of the eli-
15 gible land and State land exchanged under this
16 subsection shall be equal, except that the Sec-
17 retary concerned may—

18 (i) exchange land that is of approxi-
19 mately equal value if such an exchange
20 complies with the requirements of section
21 206(h) of the Federal Land Policy and
22 Management Act of 1976 (43 U.S.C.
23 1716(h)) (and any regulations imple-
24 menting that section) without regard to

1 the monetary limitation described in para-
2 graph (1)(A) of that section; and

3 (ii) make or accept an equalization
4 payment, or waive an equalization pay-
5 ment, if such a payment or waiver of a
6 payment complies with the requirements of
7 section 206(b) of that Act (43 U.S.C.
8 1716(b)) (and any regulations imple-
9 menting that section).

10 (B) IMPACTS ON LOCAL GOVERNMENTS.—

11 In identifying eligible land to be exchanged with
12 the State, the Secretary concerned and the
13 State may—

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

17 (ii) attempt to minimize the financial
18 impact of the exchange on local govern-
19 ments.

20 (C) EXISTING AUTHORIZATIONS.—

21 (i) ELIGIBLE LAND CONVEYED TO
22 THE STATE.—

23 (I) IN GENERAL.—Any eligible
24 land conveyed to the State under this
25 subsection shall be subject to any

1 valid existing rights, contracts, leases,
2 permits, and rights-of-way, unless the
3 holder of the right, contract, lease,
4 permit, or right-of-way requests an
5 earlier termination in accordance with
6 existing law.

7 (II) ASSUMPTION BY STATE.—

8 The State shall assume all benefits
9 and obligations of the Forest Service
10 or the Bureau of Land Management,
11 as applicable, under the existing
12 rights, contracts, leases, permits, and
13 rights-of-way described in subclause
14 (I).

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

17 (I) IN GENERAL.—Any State
18 land conveyed to the United States
19 under this subsection and taken into
20 trust for the benefit of the Fort
21 Belknap Indian Community subject
22 shall be to any valid existing rights,
23 contracts, leases, permits, and rights-
24 of-way, unless the holder of the right,
25 contract, lease, permit, or right-of-way

1 requests an earlier termination in ac-
2 cordance with existing law.

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

6 (aa) assume all benefits and
7 obligations of the State under the
8 existing rights, contracts, leases,
9 permits, and rights-of-way de-
10 scribed in subclause (I); and

11 (bb) disburse to the Fort
12 Belknap Indian Community any
13 amounts that accrue to the
14 United States from those rights,
15 contracts, leases, permits, and
16 rights-of-way, after the date of
17 transfer from any sale, bonus,
18 royalty, or rental relating to that
19 land in the same manner as
20 amounts received from other land
21 held by the Secretary in trust for
22 the benefit of the Fort Belknap
23 Indian Community.

24 (D) PERSONAL PROPERTY.—

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

7 (I) remain the property of the
8 holder; and

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

15 (ii) REMAINING PROPERTY.—Any per-
16 sonal property described in clause (i) re-
17 maining with the holder described in that
18 clause beyond the 90-day period described
19 in subclause (II) of that clause shall—

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

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

1 (iii) LIABILITY OF PREVIOUS HOLD-
2 ER.—The holder of personal property de-
3 scribed in clause (i) shall be liable for costs
4 incurred by the Fort Belknap Indian Com-
5 munity in removing and disposing of the
6 personal property under clause (ii)(II).

7 (7) TECHNICAL CORRECTIONS.—Notwith-
8 standing the descriptions of the parcels of land
9 owned by the State under paragraph (3), the State
10 may, with the consent of the Fort Belknap Indian
11 Community, make technical corrections to the legal
12 land descriptions to more specifically identify the
13 State parcels to be exchanged.

14 (8) ASSISTANCE.—The Secretary shall provide
15 \$10,000,000 of financial or other assistance to the
16 State and the Fort Belknap Indian Community as
17 may be necessary to obtain the appraisals, and to
18 satisfy administrative requirements, necessary to ac-
19 complish the exchanges under paragraph (2).

20 (b) FEDERAL LAND TRANSFERS.—

21 (1) IN GENERAL.—Subject to valid existing
22 rights and the requirements of this subsection, all
23 right, title, and interest of the United States in and
24 to the land described in paragraph (2) shall be held
25 by the United States in trust for the benefit of the

1 Fort Belknap Indian Community as part of the Res-
2 ervation on the enforceability date.

3 (2) FEDERAL LAND.—

4 (A) BUREAU OF LAND MANAGEMENT PAR-
5 CELS.—

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

8 (I) 19.55 acres in lot 10;

9 (II) 19.82 acres in lot 11; and

10 (III) 20.09 acres in lot 16.

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

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

15 (I) 20.39 acres in lot 2;

16 (II) 20.72 acres in lot 7;

17 (III) 21.06 acres in lot 8;

18 (IV) 40.00 acres in lot 9;

19 (V) 40.00 acres in lot 10;

20 (VI) 40.00 acres in lot 11;

21 (VII) 40.00 acres in lot 12;

22 (VIII) 21.39 acres in lot 13; and

23 (IX) 160 acres in SW¹/₄.

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

- 1 (I) 18.06 acres in lot 5;
2 (II) 18.25 acres in lot 6;
3 (III) 18.44 acres in lot 7; and
4 (IV) 15.88 acres in lot 8.
5 (v) 71.12 acres in T. 25 N., R. 22 E.,
6 sec. 14, comprised of—
7 (I) 17.65 acres in lot 5;
8 (II) 17.73 acres in lot 6;
9 (III) 17.83 acres in lot 7; and
10 (IV) 17.91 acres in lot 8.
11 (vi) 103.29 acres in T. 25 N., R. 22
12 E., sec. 15, comprised of—
13 (I) 21.56 acres in lot 6;
14 (II) 29.50 acres in lot 7;
15 (III) 17.28 acres in lot 8;
16 (IV) 17.41 acres in lot 9; and
17 (V) 17.54 acres in lot 10.
18 (vii) 160 acres in T. 26 N., R. 21 E.,
19 sec. 1, comprised of—
20 (I) 80 acres in the S¹/₂ of the
21 NW¹/₄ ; and
22 (II) 80 acres in the W¹/₂ of the
23 SW¹/₄.
24 (viii) 567.50 acres in T. 26 N., R. 21
25 E., sec. 2, comprised of—

1 (I) 82.54 acres in the E¹/₂ of the
2 NW¹/₄;

3 (II) 164.96 acres in the NE¹/₄;
4 and

5 (III) 320 acres in the S¹/₂.

6 (ix) 240 acres in T. 26 N., R. 21 E.,
7 sec. 3, comprised of—

8 (I) 40 acres in the SE¹/₄ of the
9 NW¹/₄;

10 (II) 160 acres in the SW¹/₄; and

11 (III) 40 acres in the SW¹/₄ of the
12 SE¹/₄.

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

15 (I) 80 acres in the E¹/₂ of the
16 SE¹/₄; and

17 (II) 40 acres in the NW¹/₄ of the
18 SE¹/₄.

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

21 (I) 160 acres in the SW¹/₄; and

22 (II) 40 acres in the SW¹/₄ of the
23 NW¹/₄.

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

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

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

5 (II) 160 acres in the NW¹/₄; and

6 (III) 40 acres in the NW¹/₄ of
7 the SE¹/₄.

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

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

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

14 (I) 320 acres in the N¹/₂;

15 (II) 80 acres in the N¹/₂ of the
16 SE¹/₄;

17 (III) 160 acres in the SW¹/₄; and

18 (IV) 40 acres in the SW¹/₄ of the
19 SE¹/₄.

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

22 (I) 6.62 acres in lot 1;

23 (II) 5.70 acres in lot 2;

24 (III) 56.61 acres in lot 5;

25 (IV) 56.88 acres in lot 6;

1 (V) 320 acres in the W¹/₂; and

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

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

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

8 (I) 320 acres in the N¹/₂;

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

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

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

15 (I) 320 acres in the S¹/₂; and

16 (II) 80 acres in the S¹/₂ of the
17 NW¹/₄.

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

20 (I) 58.25 acres in lot 3;

21 (II) 58.5 acres in lot 4;

22 (III) 58.76 acres in lot 5;

23 (IV) 40 acres in the NW¹/₄ of the
24 NE¹/₄;

25 (V) 160 acres in the SW¹/₄; and

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

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

5 (I) 24.36 acres in lot 1;

6 (II) 24.35 acres in lot 2; and

7 (III) 40 acres in the SW¹/₄ of the
8 SW¹/₄.

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

11 (I) 40 acres in lot 11; and

12 (II) 40 acres in lot 12.

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

15 (I) 40 acres in the NW¹/₄ of the
16 SW¹/₄; and

17 (II) 40 acres in the SW¹/₄ of the
18 NW¹/₄.

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

21 (I) 80 acres in the E¹/₂ of the
22 SW¹/₄;

23 (II) 40 acres in the NW¹/₄ of the
24 NW¹/₄; and

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

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

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

7 (I) 80 acres in the E¹/₂ of the
8 NW¹/₄;

9 (II) 160 acres in the NE¹/₄;

10 (III) 40 acres in the NE¹/₄ of the
11 SE¹/₄; and

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

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

16 (I) 80 acres in the S¹/₂ of the
17 NE¹/₄; and

18 (II) 40 acres in the SE¹/₄ of the
19 NW¹/₄.

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

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

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

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

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

5 (I) 40 acres in the SE¹/₄ of the
6 NE¹/₄; and

7 (II) 80 acres in the N¹/₂ of the
8 SE¹/₄.

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

11 (I) 160 acres in the N¹/₂ of the
12 S¹/₂;

13 (II) 160 acres in the NE¹/₄;

14 (III) 80 acres in the S¹/₂ of the
15 NW¹/₄; and

16 (IV) 40 acres in the SE¹/₄ of the
17 SE¹/₄.

18 (xxxv) 133.44 acres in T. 27 N., R.
19 22 E., sec. 4, comprised of—

20 (I) 28.09 acres in lot 5;

21 (II) 25.35 acres in lot 6;

22 (III) 40 acres in lot 10; and

23 (IV) 40 acres in lot 15.

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

1 (I) 40 acres in the NE¹/₄ of the
2 NE¹/₄;

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

5 (III) 80 acres in the W¹/₂ of the
6 NW¹/₄.

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

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

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

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

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

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

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

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

23 (xlili) 52.36 acres in the SE¹/₄ of the
24 SE¹/₄ of T. 27 N., R. 22 E., sec. 33.

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

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

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

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

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

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

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

15 (I) 80 acres in the E¹/₂ of the
16 NE¹/₄;

17 (II) 80 acres in the N¹/₂ of the
18 SE¹/₄;

19 (III) 40 acres in the SE¹/₄ of the
20 NW¹/₄; and

21 (IV) 40 acres in the SW¹/₄ of the
22 NE¹/₄.

23 (B) BUREAU OF INDIAN AFFAIRS.—The
24 parcels of approximately 3,519.3 acres of trust
25 land that have been converted to fee land, judi-

1 eially foreclosed on, acquired by the Depart-
2 ment of Agriculture, and transferred to the Bu-
3 reau of Indian Affairs, described in clauses (i)
4 through (iii).

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

8 (I) 160 acres in the SW¹/₄ of sec.
9 27;

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

12 (III) 320 acres in the W¹/₂ of
13 sec. 34.

14 (ii) PARCEL 2.—The land described in
15 this clause is 320 acres in the N¹/₂ of T.
16 30 N., R. 23 E., sec. 28.

17 (iii) PARCEL 3.—The land described
18 in this clause is 2,559.3 acres, comprised
19 of—

20 (I) T. 28 N., R. 24 E., includ-
21 ing—

22 (aa) of sec. 16—

23 (AA) 5 acres in the
24 E¹/₂, W¹/₂, E¹/₂, W¹/₂, W¹/₂,
25 NE¹/₄;

1 (BB) 10 acres in the
2 E^{1/2} , E^{1/2}, W^{1/2}, W^{1/2},
3 NE^{1/4};

4 (CC) 40 acres in the
5 E^{1/2}, W^{1/2}, NE^{1/4};

6 (DD) 40 acres in the
7 W^{1/2}, E^{1/2}, NE^{1/4};

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

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

13 (GG) 160 acres in the
14 SE^{1/4};

15 (bb) 640 acres in sec. 21;

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

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

20 (II) T. 29 N., R. 25 E., PMM,
21 including—

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

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

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

3 (IV) T. 30 N., R. 26 E., PMM,
4 including—

5 (aa) 39.4 acres in sec. 3, lot
6 2;

7 (bb) 40 acres in the SW¹/₄
8 of the SW¹/₄ of sec. 4;

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

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

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

15 (V) 40 acres in T. 31 N., R. 26
16 E., PMM, the NW¹/₄ of the SE¹/₄ of
17 sec. 31.

18 (3) TERMS AND CONDITIONS.—

19 (A) EXISTING AUTHORIZATIONS.—

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

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

3 (ii) ASSUMPTION BY BUREAU OF IN-
4 DIAN AFFAIRS.—The Bureau of Indian Af-
5 fairs shall—

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

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

22 (B) PERSONAL PROPERTY.—

23 (i) IN GENERAL.—Any improvements
24 constituting personal property, as defined
25 by State law, belonging to the holder of a

1 right, contract, lease, permit, or right-of-
2 way on land transferred under this sub-
3 section shall—

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

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

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

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

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

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

1 incurred by the Fort Belknap Indian Com-
2 munity in removing and disposing of the
3 property under clause (ii)(II).

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

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

17 (4) WITHDRAWAL OF FEDERAL LAND.—

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

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

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

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

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

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

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

23 (6) SURVEY.—

24 (A) IN GENERAL.—Unless the United
25 States or the Fort Belknap Indian Community

1 request an additional survey for the transferred
2 land or a technical correction is made under
3 paragraph (5), the description of land under
4 this subsection shall be controlling.

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

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

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

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

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

24 (c) TRIBALLY OWNED FEE LAND.—Not later than
25 10 years after the enforceability date, the Secretary shall

1 take into trust for the benefit of the Fort Belknap Indian
2 Community all fee land owned by the Fort Belknap Indian
3 Community on or adjacent to the Reservation to become
4 part of the Reservation, provided that—

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

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

10 (d) DODSON LAND.—

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

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

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

25 (B) the right to—

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

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

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

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

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

21 (3) DESCRIPTION OF DODSON LAND.—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 (b) TREATMENT.—

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

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

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

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

12 (c) ALLOCATION AGREEMENT.—

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

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

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

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

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

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

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

13 (ii) the expenditure of those funds;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 (1) the Secretary has—

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

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

25 (2) the Secretary—

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

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

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

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

11 **TEM.**

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

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

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

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

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

12 (c) CONSULTATION WITH THE FORT BELKNAP IN-
13 DIAN COMMUNITY.—The Secretary shall consult with the
14 Fort Belknap Indian Community on appropriate changes
15 to the final design and costs of any activity under this
16 section.

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

21 (e) NONREIMBURSABILITY OF COSTS.—All costs in-
22 curred by the Secretary in carrying out this section shall
23 be nonreimbursable.

24 (f) ADMINISTRATION.—The Secretary and the Fort
25 Belknap Indian Community shall negotiate the cost of any

1 oversight activity carried out by the Bureau of Indian Af-
2 fairs or the Bureau of Reclamation under any agreement
3 entered into under subsection (j), subject to the condition
4 that the total cost for the oversight shall not exceed 3 per-
5 cent of the total project costs for each project.

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

12 (1) to review and make recommendations relat-
13 ing to cost factors, budgets, and implementing the
14 activities for rehabilitating, modernizing, and ex-
15 panding the Fort Belknap Indian Irrigation Project;
16 and

17 (2) to improve management of inherently gov-
18 ernmental activities through enhanced communica-
19 tion.

20 (h) PROJECT EFFICIENCIES.—If the total cost of
21 planning, studies, design, rehabilitation, modernization,
22 and construction activities relating to the projects de-
23 scribed in subsection (a) results in cost savings and is less
24 than the amounts authorized to be obligated, the Sec-
25 retary, at the request of the Fort Belknap Indian Commu-

1 nity, shall deposit those savings in the Fort Belknap In-
2 dian Community Water Resources and Water Rights Ad-
3 ministration, Operation, and Maintenance Account estab-
4 lished under section 12(b)(2).

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

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

11 (2) be recorded in the inventory of the Sec-
12 retary relating to the Fort Belknap Indian Irrigation
13 Project.

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

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

21 (1) alters any applicable law under which the
22 Bureau of Indian Affairs collects assessments or car-
23 ries out the operations and maintenance of the Fort
24 Belknap Indian Irrigation Project; or

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

3 (1) SATISFACTION OF FORT BELKNAP INDIAN IRRI-
4 GATION PROJECT SYSTEM REQUIREMENT.—The obliga-
5 tions of the Secretary under subsection (a) shall be
6 deemed satisfied if the Secretary—

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

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

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

15 **SEC. 10. SATISFACTION OF CLAIMS.**

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

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

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

4 (2) any claims of the allottees against the
5 United States similar to the claims described in sec-
6 tion 11(a)(2) that the allottee asserted or could have
7 asserted.

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

9 (a) IN GENERAL.—

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

1 lottee), shall execute a waiver and release of all
2 claims for water rights within the State that the
3 Fort Belknap Indian Community, or the United
4 States acting as trustee for the Fort Belknap Indian
5 Community, asserted or could have asserted in any
6 proceeding, including a State stream adjudication,
7 on or before the enforceability date, except to the ex-
8 tent that such rights are recognized in the Compact
9 and this Act.

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

24 (3) WAIVER AND RELEASE OF CLAIMS BY THE
25 FORT BELKNAP INDIAN COMMUNITY AGAINST THE

1 UNITED STATES.—Subject to the reservation of
2 rights and retention of claims under subsection (d),
3 the Fort Belknap Indian Community, acting on be-
4 half of the Fort Belknap Indian Community and
5 members of the Fort Belknap Indian Community
6 (but not any member of the Fort Belknap Indian
7 Community as an allottee), shall execute a waiver
8 and release of all claims against the United States
9 (including any agency or employee of the United
10 States)—

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

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

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

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

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

15 (v) damage, loss, or injury to water,
16 water rights, land, or natural resources
17 due to construction, operation, and man-
18 agement of the Fort Belknap Indian Irri-
19 gation Project and other Federal land and
20 facilities (including damages, losses, or in-
21 juries to Tribal fisheries, fish habitat, wild-
22 life, and wildlife habitat);

23 (vi) a failure to provide for operation
24 and maintenance, or deferred maintenance,
25 for the Fort Belknap Indian Irrigation

1 Project or any other irrigation system or
2 irrigation project;

3 (vii) the litigation of claims relating to
4 any water rights of the Fort Belknap In-
5 dian Community in the State;

6 (viii) the negotiation, execution, or
7 adoption of the Compact (including appen-
8 dices) and this Act;

9 (ix) the taking or acquisition of land
10 or resources of the Fort Belknap Indian
11 Community for the construction or oper-
12 ation of the Fort Belknap Indian Irriga-
13 tion Project or the Milk River Project; and

14 (x) the allocation of water of the Milk
15 River and the St. Mary River (including
16 tributaries) between the United States and
17 Canada pursuant to the International
18 Boundary Waters Treaty of 1909 (36 Stat.
19 2448); and

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

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

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

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

18 (1) all claims relating to—

19 (A) the enforcement of water rights recog-
20 nized under the Compact, any final court decree
21 relating to those water rights, or this Act or to
22 water rights accruing on or after the enforce-
23 ability date;

24 (B) the quality of water under—

1 (i) CERCLA, including damages to
2 natural resources;

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

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

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

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

11 (i) not due to loss of water or water
12 rights (including hunting, fishing, gath-
13 ering, or cultural rights); and

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

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

20 (2) all claims relating to off-Reservation hunt-
21 ing rights, fishing rights, gathering rights, or other
22 rights;

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

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

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

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

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

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

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

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

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

1 (C) CERCLA; and

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

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

7 (4) confers jurisdiction on any State court—

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

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

13 (C) to conduct judicial review of any Fed-
14 eral agency action;

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

19 (6) revives any claim adjudicated in the decision
20 in *Gros Ventre Tribe v. United States*, 469 F.3d
21 801 (9th Cir. 2006); or

22 (7) revives any claim released by an allottee or
23 member of the Fort Belknap Indian Community in
24 the settlement in *Cobell v. Salazar*, No.
25 1:96CV01285–JR (D.D.C. 2012).

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

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

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

11 (B) if the Montana Water Court is found to
12 lack jurisdiction, the appropriate district court of the
13 United States has approved the Compact as a con-
14 sent decree from which no further appeal may be
15 taken;

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

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

22 (5) the State has provided the required funding
23 into the Fort Belknap Indian Community Tribal Ir-
24 rigation and Other Water Resources Development

1 Account of the Trust Fund pursuant to section
2 14(a)(3); and

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

6 (g) TOLLING OF CLAIMS.—

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

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

16 (h) EXPIRATION.—

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

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

22 (i) January 21, 2034; and

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

1 (B) the Secretary fails to publish a state-
2 ment of findings under subsection (f) by not
3 later than—

4 (i) January 21, 2035; and

5 (ii) such alternative later date as is
6 agreed to by the Fort Belknap Indian
7 Community and the Secretary, after pro-
8 viding reasonable notice to the State.

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

11 (A) the waivers and releases under sub-
12 section (a) shall—

13 (i) expire; and

14 (ii) have no further force or effect;

15 (B) the authorization, ratification, con-
16 firmation, and execution of the Compact under
17 section 4 shall no longer be effective;

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

21 (D) any unexpended Federal funds appro-
22 priated or made available to carry out the ac-
23 tivities authorized by this Act, together with
24 any interest earned on those funds, and any
25 water rights or contracts to use water and title

1 to other property acquired or constructed with
2 Federal funds appropriated or made available
3 to carry out the activities authorized by this Act
4 shall be returned to the Federal Government,
5 unless otherwise agreed to by the Fort Belknap
6 Indian Community and the United States and
7 approved by Congress; and

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

18 (i) relating to—

19 (I) water rights in the State as-
20 serted by—

21 (aa) the Fort Belknap In-
22 dian Community; or

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

1 (II) any other matter described
2 in subsection (a)(3); or
3 (ii) in any future settlement of water
4 rights of the Fort Belknap Indian Commu-
5 nity or an allottee.

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

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

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

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

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

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

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

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

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

15 (3) in the Fort Belknap Indian Community
16 Clean and Safe Domestic Water and Sewer Systems,
17 and Lake Elwell Project Account established under
18 subsection (b)(3), the amounts made available pur-
19 suant to paragraphs (1)(B) and (2)(A)(iii) of section
20 14(a).

21 (d) MANAGEMENT AND INTEREST.—

22 (1) MANAGEMENT.—On receipt and deposit of
23 the funds into the accounts in the Trust Fund pur-
24 suant to subsection (c), the Secretary shall manage,
25 invest, and distribute all amounts in the Trust Fund

1 in accordance with the investment authority of the
2 Secretary under—

3 (A) the first section of the Act of June 24,
4 1938 (25 U.S.C. 162a);

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

8 (C) this section.

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

14 (e) AVAILABILITY OF AMOUNTS.—

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

19 (A) to the Fort Belknap Indian Commu-
20 nity by the Secretary beginning on the enforce-
21 ability date; and

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

24 (2) EXCEPTIONS.—Notwithstanding paragraph
25 (1)—

1 (A) amounts deposited in the Fort Belknap
2 Indian Community Tribal Irrigation and Other
3 Water Resources Development Account estab-
4 lished under subsection (b)(1) shall be available
5 to the Fort Belknap Indian Community on the
6 date on which the amounts are deposited for
7 uses described in subparagraph (A) and (B) of
8 subsection (g)(1);

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

19 (C) amounts deposited in the Fort Belknap
20 Indian Community Clean and Safe Domestic
21 Water and Sewer Systems, and Lake Elwell
22 Project Account established under subsection
23 (b)(3) shall be available to the Fort Belknap In-
24 dian Community on the date on which the

1 amounts are deposited for the uses described in
2 subsection (g)(3)(A).

3 (f) WITHDRAWALS.—

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

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

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

24 (C) ENFORCEMENT.—The Secretary may
25 carry out such judicial and administrative ac-

1 tions as the Secretary determines to be nec-
2 essary—

3 (i) to enforce the Tribal management
4 plan; and

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

9 (2) WITHDRAWALS UNDER EXPENDITURE
10 PLAN.—

11 (A) IN GENERAL.—The Fort Belknap In-
12 dian Community may submit to the Secretary a
13 request to withdraw funds from the Trust Fund
14 pursuant to an approved expenditure plan.

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

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

8 (D) APPROVAL.—On receipt of an expendi-
9 ture plan under this paragraph, the Secretary
10 shall approve the expenditure plan if the Sec-
11 retary determines that the expenditure plan—

12 (i) is reasonable; and

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

15 (E) ENFORCEMENT.—The Secretary may
16 carry out such judicial and administrative ac-
17 tions as the Secretary determines to be nec-
18 essary to enforce an expenditure plan under
19 this paragraph to ensure that amounts dis-
20 bursed under this paragraph are used in ac-
21 cordance with this Act.

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

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

8 (A) planning, studies, and design of the
9 Southern Tributary Irrigation Project and the
10 Peoples Creek Irrigation Project, including the
11 Upper Peoples Creek Dam and Reservoir, as
12 generally described in the document of Natural
13 Resources Consulting Engineers, Inc., entitled
14 “Fort Belknap Indian Community Comprehen-
15 sive Water Development Plan” and dated Feb-
16 ruary 2019;

17 (B) environmental compliance;

18 (C) construction of the Southern Tributary
19 Irrigation Project and the Peoples Creek Irriga-
20 tion Project, including the Upper Peoples Creek
21 Dam and Reservoir;

22 (D) wetlands restoration and development;

23 (E) stock watering infrastructure; and

24 (F) on farm development support and re-
25 acquisition of fee lands within the Fort Belknap

1 Indian Irrigation Project and Fort Belknap In-
2 dian Community irrigation projects within the
3 Reservation.

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

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

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

1 ment, in accordance with the Compact and this
2 Act.

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

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

22 (A) planning, studies, design, and environ-
23 mental compliance of domestic water supply,
24 and sewer collection and treatment systems, as
25 generally described in the document of Natural

1 Resources Consulting Engineers, Inc., entitled
2 “Fort Belknap Indian Community Comprehen-
3 sive Water Development Plan” and dated Feb-
4 ruary 2019, including the Lake Elwell Project
5 water delivery to the southern part of the Res-
6 ervation;

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

9 (C) construction, in accordance with appli-
10 cable law, of infrastructure for delivery of Lake
11 Elwell water diverted from the Missouri River
12 to the southern part of the Reservation; and

13 (D) planning, studies, design, environ-
14 mental compliance, and construction of a Tribal
15 wellness center for a work force health and
16 well-being project.

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

21 (i) PROJECT EFFICIENCIES.—If the total cost of the
22 activities described in subsection (g) results in cost savings
23 and is less than the amounts authorized to be obligated
24 under any of paragraphs (1) through (3) of that sub-
25 section required to carry out those activities, the Sec-

1 retary, at the request of the Fort Belknap Indian Commu-
2 nity, shall deposit those savings in the Trust Fund to be
3 used in accordance with that subsection.

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

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

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

21 **SEC. 13. FORT BELKNAP INDIAN COMMUNITY WATER SET-**
22 **TLEMENT IMPLEMENTATION FUND.**

23 (a) ESTABLISHMENT.—There is established in the
24 Treasury of the United States a non-trust, interest-bear-
25 ing account to be known as the “Fort Belknap Indian

1 Community Water Settlement Implementation Fund”, to
2 be managed and distributed by the Secretary, for use by
3 the Secretary for carrying out this Act.

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

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

8 (2) The Milk River Project Mitigation Account.

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

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

14 (2) in the Milk River Project Mitigation Ac-
15 count established under subsection (b)(2), the
16 amount made available pursuant to section
17 14(a)(1)(D).

18 (d) USES.—

19 (1) FORT BELKNAP INDIAN IRRIGATION
20 PROJECT SYSTEM ACCOUNT.—The Fort Belknap In-
21 dian Irrigation Project Rehabilitation Account estab-
22 lished under subsection (b)(1) shall be used to carry
23 out section 9, except as provided in subsection (h)
24 of that section.

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

5 (e) MANAGEMENT.—

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

9 (2) EXCEPTION.—Notwithstanding paragraph
10 (1), amounts deposited in the Fort Belknap Indian
11 Irrigation Project System Account established under
12 subsection (b)(1) shall be available to the Secretary
13 on the date on which the amounts are deposited for
14 uses described in paragraphs (1) and (2) of section
15 9(a).

16 (f) INTEREST.—In addition to the deposits under
17 subsection (c), any interest credited to amounts unex-
18 pended in the Implementation Fund are authorized to be
19 appropriated to be used in accordance with the uses de-
20 scribed in subsection (d).

21 **SEC. 14. FUNDING.**

22 (a) FUNDING.—

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

1 (A) for deposit in the Fort Belknap Indian
2 Community Tribal Irrigation and Other Water
3 Resources Development Account of the Trust
4 Fund established under section 12(b)(1),
5 \$89,643,100, to be retained until expended,
6 withdrawn, or reverted to the general fund of
7 the Treasury;

8 (B) for deposit in the Fort Belknap Indian
9 Community Clean and Safe Domestic Water
10 and Sewer Systems, and Lake Elwell Project
11 Account of the Trust Fund established under
12 section 12(b)(3), \$331,885,220, to be retained
13 until expended, withdrawn, or reverted to the
14 general fund of the Treasury;

15 (C) for deposit in the Fort Belknap Indian
16 Irrigation Project System Account of the Imple-
17 mentation Fund established under section
18 13(b)(1), such sums as are necessary, but not
19 more than \$187,124,469, for the Secretary to
20 carry out section 9, to be retained until ex-
21 pended, withdrawn, or reverted to the general
22 fund of the Treasury; and

23 (D) for deposit in the Milk River Project
24 Mitigation Account of the Implementation Fund
25 established under section 13(b)(2), such sums

1 as are necessary, but not more than
2 \$300,000,000, for the Secretary to carry out
3 obligations of the Secretary under section 8, to
4 be retained until expended, withdrawn, or re-
5 verted to the general fund of the Treasury.

6 (2) MANDATORY APPROPRIATIONS.—

7 (A) IN GENERAL.—Out of any funds in the
8 Treasury not otherwise appropriated, the Sec-
9 retary of the Treasury shall deposit—

10 (i) in the Fort Belknap Indian Com-
11 munity Tribal Irrigation and Other Water
12 Resources Development Account of the
13 Trust Fund established under section
14 12(b)(1), \$29,881,034, to be retained until
15 expended, withdrawn, or reverted to the
16 general fund of the Treasury;

17 (ii) in the Fort Belknap Indian Com-
18 munity Water Resources and Water Rights
19 Administration, Operation, and Mainte-
20 nance Account of the Trust Fund estab-
21 lished under section 12(b)(2),
22 \$66,630,752;

23 (iii) in the Fort Belknap Indian Com-
24 munity Clean and Safe Domestic Water
25 and Sewer Systems, and Lake Elwell

1 Project Account of the Trust Fund estab-
2 lished under section 12(b)(3),
3 \$110,628,407; and

4 (iv) in the Fort Belknap Indian Irri-
5 gation Project System Account of the Im-
6 plementation Fund established under sec-
7 tion 13(b)(1), \$228,707,684.

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

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

21 (b) FLUCTUATION IN COSTS.—

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

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

7 (B) adjusted to address construction cost
8 changes necessary to account for unforeseen
9 market volatility that may not otherwise be cap-
10 tured by engineering cost indices as determined
11 by the Secretary, including repricing applicable
12 to the types of construction and current indus-
13 try standards involved.

14 (2) REPETITION.—The adjustment process
15 under paragraph (1) shall be repeated for each sub-
16 sequent amount appropriated until the amount au-
17 thorized to be appropriated under subsection (a), as
18 adjusted, has been appropriated.

19 (3) PERIOD OF INDEXING.—

20 (A) TRUST FUND.—With respect to the
21 Trust Fund, the period of indexing adjustment
22 under paragraph (1) for any increment of fund-
23 ing shall end on the date on which the funds
24 are deposited into the Trust Fund.

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

5 **SEC. 15. MISCELLANEOUS PROVISIONS.**

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

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

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

1 (d) EFFECT ON CURRENT LAW.—Nothing in this Act
2 affects any provision of law (including regulations) in ef-
3 fect on the day before the date of enactment of this Act
4 with respect to pre-enforcement review of any Federal en-
5 vironmental enforcement action.

6 (e) EFFECT ON RECLAMATION LAWS.—The activities
7 carried out by the Commissioner under this Act shall not
8 establish a precedent or impact the authority provided
9 under any other provision of the reclamation laws, includ-
10 ing—

11 (1) the Reclamation Rural Water Supply Act of
12 2006 (43 U.S.C. 2401 et seq.); and

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

15 (f) ADDITIONAL FUNDING.—Nothing in this Act pro-
16 hibits the Fort Belknap Indian Community from seek-
17 ing—

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

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

23 (g) RIGHTS UNDER STATE LAW.—Except as pro-
24 vided in section 1 of Article III of the Compact (relating
25 to the closing of certain water basins in the State to new

1 appropriations in accordance with the laws of the State),
2 nothing in this Act or the Compact precludes the acquisi-
3 tion or exercise of a right arising under State law (as de-
4 fined in section 6 of Article II of the Compact) to the use
5 of water by the Fort Belknap Indian Community, or a
6 member or allottee of the Fort Belknap Indian Commu-
7 nity, outside the Reservation by—

8 (1) purchase of the right; or

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

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

15 **SEC. 16. ANTIDEFICIENCY.**

16 The United States shall not be liable for any failure
17 to carry out any obligation or activity authorized by this
18 Act, including any obligation or activity under the Com-
19 pact, if—

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

23 (2) there are not enough funds available in the
24 Reclamation Water Settlements Fund established by
25 section 10501(a) of the Omnibus Public Land Man-

1 agement Act of 2009 (43 U.S.C. 407(a)) to carry
2 out the purposes of this Act.

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