

118TH CONGRESS
1ST SESSION

S. 2226

AN ACT

To authorize appropriations for fiscal year 2024 for military activities of the Department of Defense for military construction, and for defense activities of the Department of Energy, to prescribe military personnel strengths for such fiscal year, and for other purposes.

1 **DIVISION K—FORT BELKNAP IN-**
2 **DIAN COMMUNITY WATER**
3 **RIGHTS SETTLEMENT ACT OF**
4 **2023**

5 **SEC. 11001. SHORT TITLE.**

6 This division may be cited as the “Fort Belknap In-
7 dian Community Water Rights Settlement Act of 2023”.

8 **SEC. 11002. PURPOSES.**

9 The purposes of this division are—

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

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

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

19 (2) to authorize, ratify, and confirm the water
20 rights compact entered into by the Fort Belknap In-
21 dian Community and the State, to the extent that
22 the Compact is consistent with this division;

23 (3) to authorize and direct the Secretary—

24 (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 division;

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

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

8 **SEC. 11003. DEFINITIONS.**

9 In this division:

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 “Blackfoot
16 Tribe” means the Blackfoot Tribe of the Blackfoot
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 division.

9 (6) ENFORCEABILITY DATE.—The term “en-
10 forceability date” means the date described in sec-
11 tion 11011(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 division,
12 including 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 11013(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-

1 ervation in the State, as modified by this divi-
2 sion.

3 (B) INCLUSIONS.—The term “Reserva-
4 tion” includes—

5 (i) all land and interests in land es-
6 tablished by—

7 (I) the Agreement with the Gros
8 Ventre and Assiniboine Tribes of the
9 Fort Belknap Reservation, ratified by
10 the Act of May 1, 1888 (25 Stat. 113,
11 chapter 212), as modified by the
12 Agreement with the Indians of the
13 Fort Belknap Reservation of October
14 9, 1895 (ratified by the Act of June
15 10, 1896) (29 Stat. 350, chapter
16 398);

17 (II) the Act of March 3, 1921
18 (41 Stat. 1355, chapter 135); and

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

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

1 (iii) all land transferred to the United
2 States to be held in trust for the benefit of
3 the Fort Belknap Indian Community under
4 section 11006.

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

7 (23) ST. MARY UNIT.—

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

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

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

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

23 (25) TRIBAL WATER CODE.—The term “Tribal
24 water code” means the Tribal water code enacted by

1 the Fort Belknap Indian Community pursuant to
2 section 11005(g).

3 (26) TRIBAL WATER RIGHTS.—The term “Trib-
4 al water rights” means the water rights of the Fort
5 Belknap Indian Community, as described in Article
6 III of the Compact and this division, including the
7 allocation of water to the Fort Belknap Indian Com-
8 munity from Lake Elwell under section 11007.

9 (27) TRUST FUND.—The term “Trust Fund”
10 means the Aaniiih Nakoda Settlement Trust Fund
11 established for the Fort Belknap Indian Community
12 under section 11012(a).

13 **SEC. 11004. RATIFICATION OF COMPACT.**

14 (a) RATIFICATION OF COMPACT.—

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

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

21 (b) EXECUTION.—

22 (1) IN GENERAL.—To the extent that the Com-
23 pact does not conflict with this division, the Sec-
24 retary shall execute the Compact, including all ap-

1 pendices to, or parts of, the Compact requiring the
2 signature of the Secretary.

3 (2) MODIFICATIONS.—Nothing in this division
4 precludes the Secretary from approving any modi-
5 fication to an appendix to the Compact that is con-
6 sistent with this division, to the extent that the
7 modification does not otherwise require congres-
8 sional approval under section 2116 of the Revised
9 Statutes (25 U.S.C. 177) or any other applicable
10 provision of Federal law.

11 (c) ENVIRONMENTAL COMPLIANCE.—

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

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

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

20 (C) other applicable Federal environmental
21 laws and regulations.

22 (2) COMPLIANCE.—

23 (A) IN GENERAL.—In implementing the
24 Compact and this division, the Fort Belknap
25 Indian Community shall prepare any necessary

1 environmental documents, except for any envi-
2 ronmental documents required under section
3 11008, consistent with all applicable provisions
4 of—

5 (i) the Endangered Species Act of
6 1973 (16 U.S.C. 1531 et seq.);

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

11 (iii) all other applicable Federal envi-
12 ronmental laws and regulations.

13 (B) AUTHORIZATIONS.—The Secretary
14 shall—

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

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

20 (3) EFFECT OF EXECUTION.—The execution of
21 the Compact by the Secretary under this section
22 shall not constitute a major Federal action for pur-
23 poses of the National Environmental Policy Act of
24 1969 (42 U.S.C. 4321 et seq.).

1 (4) COSTS.—Any costs associated with the per-
2 formance of the compliance activities described in
3 paragraph (2) shall be paid from funds deposited in
4 the Trust Fund, subject to the condition that any
5 costs associated with the performance of Federal ap-
6 proval or other review of such compliance work or
7 costs associated with inherently Federal functions
8 shall remain the responsibility of the Secretary.

9 **SEC. 11005. TRIBAL WATER RIGHTS.**

10 (a) CONFIRMATION OF TRIBAL WATER RIGHTS.—

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

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

16 (3) CONFLICT.—In the event of a conflict be-
17 tween the Compact and this division, this division
18 shall control.

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

1 (1) the potential risks, cost, and time delay as-
2 sociated with litigation that would be resolved by the
3 Compact and this division;

4 (2) the availability of funding under this divi-
5 sion and from other sources;

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

8 (4) the applicability of section 7 of the Act of
9 February 8, 1887 (24 Stat. 390, chapter 119; 25
10 U.S.C. 381), and this division to protect the inter-
11 ests of allottees.

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

14 (1) shall be held in trust by the United States
15 for the use and benefit of the Fort Belknap Indian
16 Community and allottees in accordance with this di-
17 vision; and

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

20 (d) ALLOTTEES.—

21 (1) APPLICABILITY OF THE ACT OF FEBRUARY
22 8, 1887.—The provisions of section 7 of the Act of
23 February 8, 1887 (24 Stat. 390, chapter 119; 25
24 U.S.C. 381), relating to the use of water for irriga-
25 tion purposes, shall apply to the Tribal water rights.

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

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

7 (4) CLAIMS.—

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

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

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

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

3 (1) IN GENERAL.—The Fort Belknap Indian
4 Community shall have the authority to allocate, dis-
5 tribute, and lease the Tribal water rights for use on
6 the Reservation in accordance with the Compact,
7 this division, and applicable Federal law.

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

13 (A) subject to the approval of the Sec-
14 retary; or

15 (B) pursuant to Tribal water leasing regu-
16 lations consistent with the requirements of sub-
17 section (f).

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

24 (f) TRIBAL WATER LEASING REGULATIONS.—

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

6 (A) is executed under tribal regulations,
7 approved by the Secretary under this sub-
8 section;

9 (B) is in accordance with the Compact;
10 and

11 (C) does not exceed a term of 100 years,
12 except that a lease may include an option to
13 renew for 1 additional term of not to exceed
14 100 years.

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

17 (A) IN GENERAL.—The Secretary shall
18 have the authority to approve or disapprove any
19 Tribal water leasing regulations issued in ac-
20 cordance with paragraph (1).

21 (B) CONSIDERATIONS FOR APPROVAL.—
22 The Secretary shall approve any Tribal water
23 leasing regulations issued in accordance with
24 paragraph (1) if the Tribal water leasing regu-
25 lations—

1 (i) provide for an environmental re-
2 view process that includes—

3 (I) the identification and evalua-
4 tion of any significant effects of the
5 proposed action on the environment;
6 and

7 (II) a process for ensuring that—

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

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

21 (ii) are consistent with this division
22 and the Compact.

23 (3) REVIEW PROCESS.—

24 (A) IN GENERAL.—Not later than 120
25 days after the date on which Tribal water leas-

1 ing regulations under paragraph (1) are sub-
2 mitted to the Secretary, the Secretary shall re-
3 view and approve or disapprove the regulations.

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

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

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

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

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

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

7 (6) LIMITATION OF LIABILITY.—

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

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

19 (i) any funds received by the Fort
20 Belknap Indian Community as consider-
21 ation under any lease or exchange agree-
22 ment or storage agreement; or

23 (ii) the expenditure of those funds.

24 (g) TRIBAL WATER CODE.—

1 (1) IN GENERAL.—Notwithstanding Article
2 IV.A.2. of the Compact, not later than 4 years after
3 the date on which the Fort Belknap Indian Commu-
4 nity approves the Compact in accordance with sec-
5 tion 11011(f)(1), the Fort Belknap Indian Commu-
6 nity shall enact a Tribal water code that provides
7 for—

8 (A) the administration, management, regu-
9 lation, and governance of all uses of the Tribal
10 water rights in accordance with the Compact
11 and this division; and

12 (B) the establishment by the Fort Belknap
13 Indian Community of the conditions, permit re-
14 quirements, and other requirements for the allo-
15 cation, distribution, or use of the Tribal water
16 rights in accordance with the Compact and this
17 division.

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

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

23 (B) a process by which an allottee may re-
24 quest that the Fort Belknap Indian Community
25 provide water for irrigation use in accordance

1 with this division, including the provision of
2 water under any allottee lease under section 4
3 of the Act of June 25, 1910 (36 Stat. 856,
4 chapter 431; 25 U.S.C. 403);

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

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

13 (ii) resolution of any contested admin-
14 istrative decision;

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

24 (E) a process by which an owner of fee
25 land within the boundaries of the Reservation

1 may apply for use of a portion of the Tribal
2 water rights; and

3 (F) a process for the establishment of a
4 controlled Groundwater area and for the man-
5 agement of that area in cooperation with estab-
6 lishment of a contiguous controlled Ground-
7 water area off the Reservation established pur-
8 suant to Section B.2. of Article IV of the Com-
9 pact and State law.

10 (3) ACTION BY SECRETARY.—

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

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

22 (i) the provisions of the Tribal water
23 code required by paragraph (2) are ap-
24 proved by the Secretary; and

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

4 (C) APPROVAL PERIOD.—

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

12 (ii) EXTENSIONS.—The deadline de-
13 scribed in clause (i) may be extended by
14 the Secretary, after consultation with the
15 Fort Belknap Indian Community.

16 (h) ADMINISTRATION.—

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

20 (2) PURCHASES OR GRANTS OF LAND FROM IN-
21 DIANS.—An authorization provided by this division
22 for the allocation, distribution, leasing, or other ar-
23 rangement entered into pursuant to this division
24 shall be considered to satisfy any requirement for
25 authorization of the action required by Federal law.

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

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

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

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

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

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

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

6 **SEC. 11006. EXCHANGE AND TRANSFER OF LAND.**

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

9 (1) DEFINITIONS.—In this subsection:

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

12 (i) public lands (as defined in section
13 103 of the Federal Land Policy and Man-
14 agement Act of 1976 (43 U.S.C. 1702))
15 that are administered by the Secretary,
16 acting through the Director of the Bureau
17 of Land Management; and

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

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

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

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

9 (2) NEGOTIATIONS AUTHORIZED.—

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

15 (B) REQUIREMENTS.—Any exchange of
16 land made pursuant to this subsection shall be
17 subject to the terms and conditions of this sub-
18 section.

19 (C) PRIORITY.—

20 (i) IN GENERAL.—In carrying out this
21 paragraph, the Secretary and the Sec-
22 retary of Agriculture shall, during the 5-
23 year period beginning on the date of enact-
24 ment of this Act, give priority to an ex-

1 change of eligible land located within the
2 State for State land.

3 (ii) SECRETARY OF AGRICULTURE.—
4 The responsibility of the Secretary of Agri-
5 culture under clause (i), during the 5-year
6 period described in that clause, shall be
7 limited to negotiating with the State an ac-
8 ceptable package of land in the National
9 Forest System (as defined in section 11(a)
10 of the Forest and Rangeland Resources
11 Planning Act of 1974 (16 U.S.C.
12 1609(a))).

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

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

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

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

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

24 (E) 640 acres in T. 26 N., R. 23 E., sec.
25 36.

- 1 (F) 640 acres in T. 26 N., R. 26 E., sec.
2 16.
- 3 (G) 640 acres in T. 26 N., R. 22 E., sec.
4 36.
- 5 (H) 640 acres in T. 27 N., R. 23 E., sec.
6 16.
- 7 (I) 640 acres in T. 27 N., R. 25 E., sec.
8 36.
- 9 (J) 640 acres in T. 28 N., R. 22 E., sec.
10 36.
- 11 (K) 640 acres in T. 28 N., R. 23 E., sec.
12 16.
- 13 (L) 640 acres in T. 28 N., R. 24 E., sec.
14 36.
- 15 (M) 640 acres in T. 28 N., R. 25 E., sec.
16 16.
- 17 (N) 640 acres in T. 28 N., R. 25 E., sec.
18 36.
- 19 (O) 640 acres in T. 28 N., R. 26 E., sec.
20 16.
- 21 (P) 94.96 acres in T. 28 N., R. 26 E., sec.
22 36, under lease by the Fort Belknap Indian
23 Community Council on the date of enactment of
24 this Act, comprised of—
25 (i) 30.68 acres in lot 5;

1 (ii) 26.06 acres in lot 6;

2 (iii) 21.42 acres in lot 7; and

3 (iv) 16.8 acres in lot 8.

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

9 (R) 640 acres in T. 29 N., R. 22 E., sec.
10 36.

11 (S) 640 acres in T. 29 N., R. 23 E., sec.
12 16.

13 (T) 640 acres in T. 29 N., R. 24 E., sec.
14 16.

15 (U) 640 acres in T. 29 N., R. 24 E., sec.
16 36.

17 (V) 640 acres in T. 29 N., R. 25 E., sec.
18 16.

19 (W) 640 acres in T. 29 N., R. 25 E., sec.
20 36.

21 (X) 640 acres in T. 29 N., R. 26 E., sec.
22 16.

23 (Y) 663.22 acres in T. 30 N., R. 22 E.,
24 sec. 16, excluding the 58.72 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 (Z) 640 acres in T. 30 N., R. 22 E., sec.
4 36.

5 (AA) 640 acres in T. 30 N., R. 23 E., sec.
6 16.

7 (BB) 640 acres in T. 30 N., R. 23 E., sec.
8 36.

9 (CC) 640 acres in T. 30 N., R. 24 E., sec.
10 16.

11 (DD) 640 acres in T. 30 N., R. 24 E., sec.
12 36.

13 (EE) 640 acres in T. 30 N., R. 25 E., sec.
14 16.

15 (FF) 275.88 acres in T. 30 N., R. 26 E.,
16 sec. 36, under lease by the Fort Belknap Indian
17 Community Council on the date of enactment of
18 this Act.

19 (GG) 640 acres in T. 31 N., R. 22 E., sec.
20 36.

21 (HH) 640 acres in T. 31 N., R. 23 E., sec.
22 16.

23 (II) 640 acres in T. 31 N., R. 23 E., sec.
24 36.

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

3 (KK) 640 acres in T. 25 N., R. 22 E., sec.
4 16.

5 (4) ELIGIBLE LAND.—

6 (A) IN GENERAL.—Subject to valid exist-
7 ing rights, the reservation of easements or
8 rights-of-way deemed necessary to be retained
9 by the Secretary concerned, and the require-
10 ments of this subsection, the Secretary is au-
11 thorized and directed to convey to the State any
12 eligible land within the State identified in the
13 negotiations authorized by paragraph (2) and
14 agreed to by the Secretary concerned.

15 (B) EXCEPTIONS.—The Secretary con-
16 cerned shall exclude from any conveyance any
17 parcel of eligible land that is—

18 (i) included within the National Land-
19 scape Conservation System established by
20 section 2002(a) of the Omnibus Public
21 Land Management Act of 2009 (16 U.S.C.
22 7202(a)), without regard to whether that
23 land has been identified as available for
24 disposal in a land use plan;

1 (ii) designated as wilderness by Con-
2 gress;

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

5 (iv) designated in the Forest Land
6 and Resource Management Plan as a Re-
7 search Natural Area.

8 (C) ADMINISTRATIVE RESPONSIBILITY.—

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

13 (5) LAND INTO TRUST.—On completion of the
14 land exchange authorized by this subsection, the
15 Secretary shall, as soon as practicable after the en-
16 forceability date, take the land received by the
17 United States pursuant to this subsection into trust
18 for the benefit of the Fort Belknap Indian Commu-
19 nity.

20 (6) TERMS AND CONDITIONS.—

21 (A) EQUAL VALUE.—The values of the eli-
22 gible land and State land exchanged under this
23 subsection shall be equal, except that the Sec-
24 retary concerned may—

1 (i) exchange land that is of approxi-
2 mately equal value if such an exchange
3 complies with the requirements of section
4 206(h) of the Federal Land Policy and
5 Management Act of 1976 (43 U.S.C.
6 1716(h)) (and any regulations imple-
7 menting that section) without regard to
8 the monetary limitation described in para-
9 graph (1)(A) of that section; and

10 (ii) make or accept an equalization
11 payment, or waive an equalization pay-
12 ment, if such a payment or waiver of a
13 payment complies with the requirements of
14 section 206(b) of that Act (43 U.S.C.
15 1716(b)) (and any regulations imple-
16 menting that section).

17 (B) IMPACTS ON LOCAL GOVERNMENTS.—

18 In identifying eligible land to be exchanged with
19 the State, the Secretary concerned and the
20 State may—

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

1 (ii) attempt to minimize the financial
2 impact of the exchange on local govern-
3 ments.

4 (C) EXISTING AUTHORIZATIONS.—

5 (i) ELIGIBLE LAND CONVEYED TO
6 THE STATE.—

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

16 (II) ASSUMPTION BY STATE.—

17 The State shall assume all benefits
18 and obligations of the Forest Service
19 or the Bureau of Land Management,
20 as applicable, under the existing
21 rights, contracts, leases, permits, and
22 rights-of-way described in subclause
23 (I).

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

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

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

15 (aa) assume all benefits and
16 obligations of the State under the
17 existing rights, contracts, leases,
18 permits, and rights-of-way de-
19 scribed in subclause (I); and

20 (bb) disburse to the Fort
21 Belknap Indian Community any
22 amounts that accrue to the
23 United States from those rights,
24 contracts, leases, permits, and
25 rights-of-way, after the date of

1 transfer from any sale, bonus,
2 royalty, or rental relating to that
3 land in the same manner as
4 amounts received from other land
5 held by the Secretary in trust for
6 the benefit of the Fort Belknap
7 Indian Community.

8 (D) PERSONAL PROPERTY.—

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

15 (I) remain the property of the
16 holder; and

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

23 (ii) REMAINING PROPERTY.—Any per-
24 sonal property described in clause (i) re-
25 maining with the holder described in that

1 clause beyond the 90-day period described
2 in subclause (II) of that clause shall—

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

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

8 (iii) LIABILITY OF PREVIOUS HOLD-
9 ER.—The holder of personal property de-
10 scribed in clause (i) shall be liable for costs
11 incurred by the Fort Belknap Indian Com-
12 munity in removing and disposing of the
13 personal property under clause (ii)(II).

14 (7) TECHNICAL CORRECTIONS.—Notwith-
15 standing the descriptions of the parcels of land
16 owned by the State under paragraph (3), the State
17 may, with the consent of the Fort Belknap Indian
18 Community, make technical corrections to the legal
19 land descriptions to more specifically identify the
20 State parcels to be exchanged.

21 (8) ASSISTANCE.—The Secretary shall provide
22 \$10,000,000 of financial or other assistance to the
23 State and the Fort Belknap Indian Community as
24 may be necessary to obtain the appraisals, and to

1 satisfy administrative requirements, necessary to ac-
2 complish the exchanges under paragraph (2).

3 (b) FEDERAL LAND TRANSFERS.—

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

11 (2) FEDERAL LAND.—

12 (A) BUREAU OF LAND MANAGEMENT PAR-
13 CELS.—

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

16 (I) 19.55 acres in lot 10;

17 (II) 19.82 acres in lot 11; and

18 (III) 20.09 acres in lot 16.

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

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

23 (I) 20.39 acres in lot 2;

24 (II) 20.72 acres in lot 7;

25 (III) 21.06 acres in lot 8;

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- 1 (IV) 40.00 acres in lot 9;
- 2 (V) 40.00 acres in lot 10;
- 3 (VI) 40.00 acres in lot 11;
- 4 (VII) 40.00 acres in lot 12;
- 5 (VIII) 21.39 acres in lot 13; and
- 6 (IX) 160 acres in SW¹/₄.

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

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

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

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

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

- 21 (I) 21.56 acres in lot 6;
- 22 (II) 29.50 acres in lot 7;
- 23 (III) 17.28 acres in lot 8;
- 24 (IV) 17.41 acres in lot 9; and
- 25 (V) 17.54 acres in lot 10.

1 (vii) 160 acres in T. 26 N., R. 21 E.,
2 sec. 1, comprised of—

3 (I) 80 acres in the S¹/₂ of the
4 NW¹/₄; and

5 (II) 80 acres in the W¹/₂ of the
6 SW¹/₄.

7 (viii) 567.50 acres in T. 26 N., R. 21
8 E., sec. 2, comprised of—

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

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

13 (III) 320 acres in the S¹/₂.

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

16 (I) 40 acres in the SE¹/₄ of the
17 NW¹/₄;

18 (II) 160 acres in the SW¹/₄; and

19 (III) 40 acres in the SW¹/₄ of the
20 SE¹/₄.

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

23 (I) 80 acres in the E¹/₂ of the
24 SE¹/₄; and

1 (II) 40 acres in the NW¹/₄ of the
2 SE¹/₄.

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

5 (I) 160 acres in the SW¹/₄; and

6 (II) 40 acres in the SW¹/₄ of the
7 NW¹/₄.

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

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

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

14 (II) 160 acres in the NW¹/₄; and

15 (III) 40 acres in the NW¹/₄ of
16 the SE¹/₄.

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

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

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

23 (I) 320 acres in the N¹/₂;

24 (II) 80 acres in the N¹/₂ of the
25 SE¹/₄;

1 (III) 160 acres in the SW¹/₄; and

2 (IV) 40 acres in the SW¹/₄ of the

3 SE¹/₄.

4 (xvii) 525.81 acres in T. 26 N., R. 22

5 E., sec. 21, comprised of—

6 (I) 6.62 acres in lot 1;

7 (II) 5.70 acres in lot 2;

8 (III) 56.61 acres in lot 5;

9 (IV) 56.88 acres in lot 6;

10 (V) 320 acres in the W¹/₂; and

11 (VI) 80 acres in the W¹/₂ of the

12 SE¹/₄.

13 (xviii) 719.58 acres in T. 26 N., R. 22

14 E., sec. 28.

15 (xix) 560 acres in T. 26 N., R. 22 E.,

16 sec. 29, comprised of—

17 (I) 320 acres in the N¹/₂;

18 (II) 160 acres in the N¹/₂ of the

19 S¹/₂; and

20 (III) 80 acres in the S¹/₂ of the

21 SE¹/₄.

22 (xx) 400 acres in T. 26 N., R. 22 E.,

23 sec. 32, comprised of—

24 (I) 320 acres in the S¹/₂; and

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

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

5 (I) 58.25 acres in lot 3;

6 (II) 58.5 acres in lot 4;

7 (III) 58.76 acres in lot 5;

8 (IV) 40 acres in the NW¹/₄ of the
9 NE¹/₄;

10 (V) 160 acres in the SW¹/₄; and

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

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

15 (I) 24.36 acres in lot 1;

16 (II) 24.35 acres in lot 2; and

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

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

21 (I) 40 acres in lot 11; and

22 (II) 40 acres in lot 12.

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

1 (I) 40 acres in the NW¹/₄ of the
2 SW¹/₄; and

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

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

7 (I) 80 acres in the E¹/₂ of the
8 SW¹/₄;

9 (II) 40 acres in the NW¹/₄ of the
10 NW¹/₄; and

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

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

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

17 (I) 80 acres in the E¹/₂ of the
18 NW¹/₄;

19 (II) 160 acres in the NE¹/₄;

20 (III) 40 acres in the NE¹/₄ of the
21 SE¹/₄; and

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

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

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

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

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

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

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

11 (xxxiii) 40 acres in the SW¹/₄ of the
12 NE¹/₄ of T. 27 N., R. 21 E., sec 30.

13 (xxxiiii) 120 acres in T. 27 N., R. 21
14 E., sec. 33, comprised of—

15 (I) 40 acres in the SE¹/₄ of the
16 NE¹/₄; and

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

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

21 (I) 160 acres in the N¹/₂ of the
22 S¹/₂;

23 (II) 160 acres in the NE¹/₄;

24 (III) 80 acres in the S¹/₂ of the
25 NW¹/₄; and

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

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

5 (I) 28.09 acres in lot 5;

6 (II) 25.35 acres in lot 6;

7 (III) 40 acres in lot 10; and

8 (IV) 40 acres in lot 15.

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

11 (I) 40 acres in the NE¹/₄ of the
12 NE¹/₄;

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

15 (III) 80 acres in the W¹/₂ of the
16 NW¹/₄.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (III) 40 acres in the SE¹/₄ of the
6 NW¹/₄; and

7 (IV) 40 acres in the SW¹/₄ of the
8 NE¹/₄.

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

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

19 (I) 160 acres in the SW¹/₄ of sec.
20 27;

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

23 (III) 320 acres in the W¹/₂ of
24 sec. 34.

1 (ii) PARCEL 2.—The land described in
 2 this clause is 320 acres in the N¹/₂ of T.
 3 30 N., R. 23 E., sec. 28.

4 (iii) PARCEL 3.—The land described
 5 in this clause is 2,559.3 acres, comprised
 6 of—

7 (I) T. 28 N., R. 24 E., includ-
 8 ing—

9 (aa) of sec. 16—

10 (AA) 5 acres in the
 11 E¹/₂, W¹/₂, E¹/₂, W¹/₂, W¹/₂,
 12 NE¹/₄;

13 (BB) 10 acres in the
 14 E¹/₂, E¹/₂, W¹/₂, W¹/₂,
 15 NE¹/₄;

16 (CC) 40 acres in the
 17 E¹/₂, W¹/₂, NE¹/₄;

18 (DD) 40 acres in the
 19 W¹/₂, E¹/₂, NE¹/₄;

20 (EE) 20 acres in the
 21 W¹/₂, E¹/₂, E¹/₂, NE¹/₄;

22 (FF) 5 acres in the
 23 W¹/₂, W¹/₂, E¹/₂, E¹/₂, E¹/₂,
 24 NE¹/₄; and

1 (GG) 160 acres in the
2 SE¹/₄;

3 (bb) 640 acres in sec. 21;

4 (cc) 320 acres in the S¹/₂ of
5 sec. 22; and

6 (dd) 320 acres in the W¹/₂
7 of sec. 27;

8 (II) T. 29 N., R. 25 E., PMM,
9 including—

10 (aa) 320 acres in the S¹/₂ of
11 sec. 1; and

12 (bb) 320 acres in the N¹/₂ of
13 sec. 12;

14 (III) 39.9 acres in T. 29 N., R.
15 26 E., PMM, sec. 6, lot 2;

16 (IV) T. 30 N., R. 26 E., PMM,
17 including—

18 (aa) 39.4 acres in sec. 3, lot
19 2;

20 (bb) 40 acres in the SW¹/₄
21 of the SW¹/₄ of sec. 4;

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

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

1 (ee) 40 acres in the N¹/₂,
2 N¹/₂, NE¹/₄ of sec. 18; and
3 (V) 40 acres in T. 31 N., R. 26
4 E., PMM, the NW¹/₄ of the SE¹/₄ of
5 sec. 31.

6 (3) TERMS AND CONDITIONS.—

7 (A) EXISTING AUTHORIZATIONS.—

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

16 (ii) ASSUMPTION BY BUREAU OF IN-
17 DIAN AFFAIRS.—The Bureau of Indian Af-
18 fairs shall—

19 (I) assume all benefits and obli-
20 gations of the previous land manage-
21 ment agency under the existing rights,
22 contracts, leases, permits, and rights-
23 of-way described in clause (i); and

24 (II) disburse to the Fort Belknap
25 Indian Community any amounts that

1 accrue to the United States from
2 those rights, contracts, leases, per-
3 mits, and rights-of-ways after the date
4 of transfer from any sale, bonus, roy-
5 alty, or rental relating to that land in
6 the same manner as amounts received
7 from other land held by the Secretary
8 in trust for the Fort Belknap Indian
9 Community.

10 (B) PERSONAL PROPERTY.—

11 (i) IN GENERAL.—Any improvements
12 constituting personal property, as defined
13 by State law, belonging to the holder of a
14 right, contract, lease, permit, or right-of-
15 way on land transferred under this sub-
16 section shall—

17 (I) remain the property of the
18 holder; and

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

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

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

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

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

18 (C) EXISTING ROADS.—If any road within
19 the Federal land transferred under this sub-
20 section is necessary for customary access to pri-
21 vate land, the Bureau of Indian Affairs shall
22 offer the owner of the private land to apply for
23 a right-of-way along the existing road, at the
24 expense of the landowner.

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

7 (4) WITHDRAWAL OF FEDERAL LAND.—

8 (A) IN GENERAL.—Subject to valid exist-
9 ing rights, effective on the date of enactment of
10 this Act, all Federal land within the parcels de-
11 scribed in paragraph (2) is withdrawn from all
12 forms of—

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

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

17 (iii) disposition under all laws per-
18 taining to mineral and geothermal leasing
19 or mineral materials.

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

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

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

13 (6) SURVEY.—

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

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

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

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

6 (ii) to satisfy administrative require-
7 ments necessary to accomplish the land
8 transfers under this subsection.

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

15 (c) TRIBALLY OWNED FEE LAND.—Not later than
16 10 years after the enforceability date, the Secretary shall
17 take into trust for the benefit of the Fort Belknap Indian
18 Community all fee land owned by the Fort Belknap Indian
19 Community on or adjacent to the Reservation to become
20 part of the Reservation, provided that—

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

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

1 (d) DODSON LAND.—

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

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

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

16 (B) the right to—

17 (i) seep, flood, and overflow the trans-
18 ferred land for Milk River Project pur-
19 poses;

20 (ii) conduct routine and non-routine
21 operation, maintenance, and replacement
22 activities on the Milk River Project facili-
23 ties, including modification to the
24 headworks at the upstream end of the
25 Dodson South Canal in support of Dodson

1 South Canal enlargement, to include all as-
2 sociated access, construction, and material
3 storage necessary to complete those activi-
4 ties; and

5 (iii) prohibit the construction of per-
6 manent structures on the transferred land,
7 except—

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

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

12 (3) DESCRIPTION OF DODSON LAND.—

13 (A) IN GENERAL.—The Dodson Land re-
14 ferred to in paragraphs (1) and (2) is the ap-
15 proximately 2,500 acres of land owned by the
16 United States that is, as of the date of enact-
17 ment of this Act, under the jurisdiction of the
18 Bureau of Reclamation and located at the
19 northeastern corner of the Reservation (which
20 extends to the point in the middle of the main
21 channel of the Milk River), where the Milk
22 River Project facilities, including the Dodson
23 Diversion Dam, headworks to the Dodson
24 South Canal, and Dodson South Canal, are lo-

1 cated, and more particularly described as fol-
2 lows:

3 (i) Supplemental Plat of T. 30 N., R.
4 26 E., PMM, secs. 1 and 2.

5 (ii) Supplemental Plat of T. 31 N., R.
6 25 E., PMM, sec. 13.

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

9 (iv) Supplemental Plat of T. 31 N., R.
10 26 E., PMM, secs. 26, 27, 35, and 36.

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

18 (C) TECHNICAL CORRECTIONS.—Notwith-
19 standing the descriptions of the parcels of Fed-
20 eral land in subparagraph (A), the United
21 States may, with the consent of the Fort
22 Belknap Indian Community, make technical
23 corrections to the legal land descriptions to
24 more specifically identify the parcels to be
25 transferred.

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

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

19 (1) beneficially owned by the Fort Belknap In-
20 dian Community; and

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

1 **SEC. 11007. STORAGE ALLOCATION FROM LAKE ELWELL.**

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

13 (b) TREATMENT.—

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

18 (2) PRIORITY DATE.—The priority date of the
19 allocation to the Fort Belknap Indian Community
20 under subsection (a) shall be the priority date of the
21 Lake Elwell water right held by the Bureau of Rec-
22 lamation.

23 (3) ADMINISTRATION.—The Fort Belknap In-
24 dian Community shall administer the water allocated
25 under subsection (a) in accordance with the Com-
26 pact and this division.

1 (c) ALLOCATION AGREEMENT.—

2 (1) IN GENERAL.—As a condition of receiving
3 the allocation under this section, the Fort Belknap
4 Indian Community shall enter into an agreement
5 with the Secretary to establish the terms and condi-
6 tions of the allocation, in accordance with the Com-
7 pact and this division.

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

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

12 (B) the Fort Belknap Indian Community,
13 and not the United States, shall be entitled to
14 all consideration due to the Fort Belknap In-
15 dian Community under any lease, contract, ex-
16 change, or agreement entered into by the Fort
17 Belknap Indian Community pursuant to sub-
18 section (d);

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

21 (i) any funds received by the Fort
22 Belknap Indian Community as consider-
23 ation under any lease, contract, exchange,
24 or agreement entered into by the Fort

1 Belknap Indian Community pursuant to
2 subsection (d); or

3 (ii) the expenditure of those funds;

4 (D) if the capacity or function of Lake
5 Elwell facilities are significantly reduced, or are
6 anticipated to be significantly reduced, for an
7 extended period of time, the Fort Belknap In-
8 dian Community shall have the same storage
9 rights as other storage contractors with respect
10 to the allocation under this section;

11 (E) the costs associated with the construc-
12 tion of the storage facilities at Tiber Dam allo-
13 cable to the Fort Belknap Indian Community
14 shall be nonreimbursable;

15 (F) no water service capital charge shall be
16 due or payable for any water allocated to the
17 Fort Belknap Indian Community under this
18 section or the allocation agreement, regardless
19 of whether that water is delivered for use by the
20 Fort Belknap Indian Community or under a
21 lease, contract, exchange, or by agreement en-
22 tered into by the Fort Belknap Indian Commu-
23 nity pursuant to subsection (d);

24 (G) the Fort Belknap Indian Community
25 shall not be required to make payments to the

1 United States for any water allocated to the
2 Fort Belknap Indian Community under this
3 section or the allocation agreement, except for
4 each acre-foot of stored water leased or trans-
5 ferred for industrial purposes as described in
6 subparagraph (H); and

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

10 (i) the Fort Belknap Indian Commu-
11 nity shall pay annually to the United
12 States an amount necessary to cover the
13 proportional share of the annual oper-
14 ations, maintenance, and replacement costs
15 allocable to the quantity of water leased or
16 transferred by the Fort Belknap Indian
17 Community for industrial purposes; and

18 (ii) the annual payments of the Fort
19 Belknap Indian Community shall be re-
20 viewed and adjusted, as appropriate, to re-
21 flect the actual operations, maintenance,
22 and replacement costs for Tiber Dam.

23 (d) AGREEMENT BY FORT BELKNAP INDIAN COMMU-
24 NITY.—The Fort Belknap Indian Community may use,
25 lease, contract, exchange, or enter into other agreements

1 for the use of the water allocated to the Fort Belknap
2 Indian Community under subsection (a) if—

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

6 (2) the agreement does not permanently alien-
7 ate any water allocated to the Fort Belknap Indian
8 Community under that subsection.

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

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

14 (g) **DEVELOPMENT AND DELIVERY COSTS.**—The
15 United States shall not be required to pay the cost of de-
16 veloping or delivering any water allocated under this sec-
17 tion.

18 **SEC. 11008. MILK RIVER PROJECT MITIGATION.**

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

23 (1) in cooperation with the State and the
24 Blackfeet Tribe, shall carry out appropriate activi-
25 ties concerning the restoration of the St. Mary

1 Canal and associated facilities, including activities
2 relating to the—

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

6 (B) rehabilitating, constructing, and re-
7 pairing of the St. Mary Canal and appur-
8 tenances; and

9 (2) in cooperation with the State and the Fort
10 Belknap Indian Community, shall carry out appro-
11 priate activities concerning the enlargement of
12 Dodson South Canal and associated facilities, includ-
13 ing activities relating to the—

14 (A) planning and design to enlarge Dodson
15 South Canal and headworks at the upstream
16 end of Dodson South Canal to divert and con-
17 vey 700 cubic-feet per second; and

18 (B) rehabilitating, constructing, and en-
19 larging the Dodson South Canal and headworks
20 at the upstream end of Dodson South Canal to
21 divert and convey 700 cubic-feet per second.

22 (b) FUNDING.—The total amount of obligations in-
23 curred by the Secretary, prior to any adjustments provided
24 for in section 11014(b), shall not exceed \$300,000,000 to
25 carry out activities described in subsection (c)(1).

1 (c) SATISFACTION OF MITIGATION REQUIREMENT.—

2 Notwithstanding any provision of the Compact, the miti-
3 gation required by Article VI.B. of the Compact shall be
4 deemed satisfied if—

5 (1) the Secretary has—

6 (A) restored the St. Mary Canal and asso-
7 ciated facilities to convey 850 cubic-feet per sec-
8 ond; and

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

13 (2) the Secretary—

14 (A) has expended all of the available fund-
15 ing provided pursuant to section
16 11014(a)(1)(D) to rehabilitate the St. Mary
17 Canal and enlarge the Dodson South Canal;
18 and

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

21 (d) NONREIMBURSABILITY OF COSTS.—The costs to
22 the Secretary of carrying out this section shall be nonreim-
23 bursable.

1 **SEC. 11009. FORT BELKNAP INDIAN IRRIGATION PROJECT**
2 **SYSTEM.**

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

11 (1) planning, studies, and designing of the ex-
12 isting and expanded Milk River unit, including the
13 irrigation system, Pumping Plant, delivery pipe and
14 canal, Fort Belknap Dam and Reservoir, and Peo-
15 ples Creek Flood Protection Project;

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

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

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

1 (c) CONSULTATION WITH THE FORT BELKNAP IN-
2 DIAN COMMUNITY.—The Secretary shall consult with the
3 Fort Belknap Indian Community on appropriate changes
4 to the final design and costs of any activity under this
5 section.

6 (d) FUNDING.—The total amount of obligations in-
7 curred by the Secretary in carrying out this section, prior
8 to any adjustment provided for in section 11014(b), shall
9 not exceed \$415,832,153.

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

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

20 (g) PROJECT MANAGEMENT COMMITTEE.—Not later
21 than 1 year after the date of enactment of this Act, the
22 Secretary shall facilitate the formation of a project man-
23 agement committee composed of representatives of the
24 Bureau of Indian Affairs, the Bureau of Reclamation, and
25 the Fort Belknap Indian Community—

1 (1) to review and make recommendations relat-
2 ing to cost factors, budgets, and implementing the
3 activities for rehabilitating, modernizing, and ex-
4 panding the Fort Belknap Indian Irrigation Project;
5 and

6 (2) to improve management of inherently gov-
7 ernmental activities through enhanced communica-
8 tion.

9 (h) PROJECT EFFICIENCIES.—If the total cost of
10 planning, studies, design, rehabilitation, modernization,
11 and construction activities relating to the projects de-
12 scribed in subsection (a) results in cost savings and is less
13 than the amounts authorized to be obligated, the Sec-
14 retary, at the request of the Fort Belknap Indian Commu-
15 nity, shall deposit those savings in the Fort Belknap In-
16 dian Community Water Resources and Water Rights Ad-
17 ministration, Operation, and Maintenance Account estab-
18 lished under section 11012(b)(2).

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

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

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

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

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

11 (1) alters any applicable law under which the
12 Bureau of Indian Affairs collects assessments or car-
13 ries out the operations and maintenance of the Fort
14 Belknap Indian Irrigation Project; or

15 (2) impacts the availability of amounts under
16 section 11014.

17 (l) SATISFACTION OF FORT BELKNAP INDIAN IRRI-
18 GATION PROJECT SYSTEM REQUIREMENT.—The obliga-
19 tions of the Secretary under subsection (a) shall be
20 deemed satisfied if the Secretary—

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

1 (2)(A) has expended all of the available funding
2 provided pursuant to paragraphs (1)(C) and
3 (2)(A)(iv) of section 11014(a); and

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

6 **SEC. 11010. SATISFACTION OF CLAIMS.**

7 (a) IN GENERAL.—The benefits provided under this
8 division shall be in complete replacement of, complete sub-
9 stitution for, and full satisfaction of any claim of the Fort
10 Belknap Indian Community against the United States
11 that is waived and released by the Fort Belknap Indian
12 Community under section 11011(a).

13 (b) ALLOTTEES.—The benefits realized by the
14 allottees under this division shall be in complete replace-
15 ment of, complete substitution for, and full satisfaction
16 of—

17 (1) all claims waived and released by the United
18 States (acting as trustee for the allottees) under sec-
19 tion 11011(a)(2); and

20 (2) any claims of the allottees against the
21 United States similar to the claims described in sec-
22 tion 11011(a)(2) that the allottee asserted or could
23 have asserted.

24 **SEC. 11011. WAIVERS AND RELEASES OF CLAIMS.**

25 (a) IN GENERAL.—

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

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

15 (3) WAIVER AND RELEASE OF CLAIMS BY THE
16 FORT BELKNAP INDIAN COMMUNITY AGAINST THE
17 UNITED STATES.—Subject to the reservation of
18 rights and retention of claims under subsection (d),
19 the Fort Belknap Indian Community, acting on be-
20 half of the Fort Belknap Indian Community and
21 members of the Fort Belknap Indian Community
22 (but not any member of the Fort Belknap Indian
23 Community as an allottee), shall execute a waiver
24 and release of all claims against the United States

1 (including any agency or employee of the United
2 States)—

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

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

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

17 (iii) damage, loss, or injury to water,
18 water rights, land, or natural resources
19 due to loss of water or water rights, in-
20 cluding damages, losses, or injuries to
21 hunting, fishing, gathering, or cultural
22 rights due to loss of water or water rights,
23 claims relating to interference with, diver-
24 sion of, or taking of water, or claims relat-
25 ing to a failure to protect, acquire, replace,

1 or develop water, water rights, or water in-
2 frastructure) within the State;

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

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

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

19 (vii) the litigation of claims relating to
20 any water rights of the Fort Belknap In-
21 dian Community in the State;

22 (viii) the negotiation, execution, or
23 adoption of the Compact (including appen-
24 dices) and this division;

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

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

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

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

21 (c) OBJECTIONS IN MONTANA WATER COURT.—
22 Nothing in this division or the Compact prohibits the Fort
23 Belknap Indian Community, a member of the Fort
24 Belknap Indian Community, an allottee, or the United
25 States in any capacity from objecting to any claim to a

1 water right filed in any general stream adjudication in the
2 Montana Water Court.

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

10 (1) all claims relating to—

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

16 (B) the quality of water under—

17 (i) CERCLA, including damages to
18 natural resources;

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

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

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

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

3 (i) not due to loss of water or water
4 rights (including hunting, fishing, gath-
5 ering, or cultural rights); and

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

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

12 (2) all claims relating to off-Reservation hunt-
13 ing rights, fishing rights, gathering rights, or other
14 rights;

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

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

1 (5) all claims relating to the enforcement of this
2 division, including the required transfer of land
3 under section 11006; and

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

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

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

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

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

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

20 (C) CERCLA; and

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

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

1 (4) confers jurisdiction on any State court—

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

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

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

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

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

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

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

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

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

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

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

11 (3) all of the amounts authorized to be appro-
12 priated under section 11014 have been appropriated
13 and deposited in the designated accounts;

14 (4) the Secretary and the Fort Belknap Indian
15 Community have executed the allocation agreement
16 described in section 11007(c)(1);

17 (5) the State has provided the required funding
18 into the Fort Belknap Indian Community Tribal Ir-
19 rigation and Other Water Resources Development
20 Account of the Trust Fund pursuant to section
21 11014(a)(3); and

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

25 (g) TOLLING OF CLAIMS.—

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

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

10 (h) EXPIRATION.—

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

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

16 (i) January 21, 2034; and

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

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

23 (i) January 21, 2035; and

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

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

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

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

7 (i) expire; and

8 (ii) have no further force or effect;

9 (B) the authorization, ratification, con-
10 firmation, and execution of the Compact under
11 section 11004 shall no longer be effective;

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

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

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

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

14 (i) relating to—

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

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

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

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

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

1 **SEC. 11012. AANIIH NAKODA SETTLEMENT TRUST FUND.**

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

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

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

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

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

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

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

1 the amounts made available pursuant to paragraphs
2 (1)(A) and (2)(A)(i) of section 11014(a);

3 (2) in the Fort Belknap Indian Community
4 Water Resources and Water Rights Administration,
5 Operation, and Maintenance Account established
6 under subsection (b)(2), the amounts made available
7 pursuant to section 11014(a)(2)(A)(ii); and

8 (3) in the Fort Belknap Indian Community
9 Clean and Safe Domestic Water and Sewer Systems,
10 and Lake Elwell Project Account established under
11 subsection (b)(3), the amounts made available pur-
12 suant to paragraphs (1)(B) and (2)(A)(iii) of section
13 11014(a).

14 (d) MANAGEMENT AND INTEREST.—

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

21 (A) the first section of the Act of June 24,
22 1938 (25 U.S.C. 162a);

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

1 (C) this section.

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

7 (e) AVAILABILITY OF AMOUNTS.—

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

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

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

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

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

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

3 (B) amounts deposited in the Fort
4 Belknap Indian Community Water Resources
5 and Water Rights Administration, Operation,
6 and Maintenance Account established under
7 subsection (b)(2) shall be made available to the
8 Fort Belknap Indian Community on the date on
9 which the amounts are deposited and the Fort
10 Belknap Indian Community has satisfied the re-
11 quirements of section 11011(f)(1), for the uses
12 described in subsection (g)(2)(A); and

13 (C) amounts deposited in the Fort Belknap
14 Indian Community Clean and Safe Domestic
15 Water and Sewer Systems, and Lake Elwell
16 Project Account established under subsection
17 (b)(3) shall be available to the Fort Belknap In-
18 dian Community on the date on which the
19 amounts are deposited for the uses described in
20 subsection (g)(3)(A).

21 (f) WITHDRAWALS.—

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

24 (A) IN GENERAL.—The Fort Belknap In-
25 dian Community may withdraw any portion of

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

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

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

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

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

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

3 (2) WITHDRAWALS UNDER EXPENDITURE
4 PLAN.—

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

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

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

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

5 (i) is reasonable; and

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

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

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

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

1 (A) planning, studies, and design of the
2 Southern Tributary Irrigation Project and the
3 Peoples Creek Irrigation Project, including the
4 Upper Peoples Creek Dam and Reservoir, as
5 generally described in the document of Natural
6 Resources Consulting Engineers, Inc., entitled
7 “Fort Belknap Indian Community Comprehen-
8 sive Water Development Plan” and dated Feb-
9 ruary 2019;

10 (B) environmental compliance;

11 (C) construction of the Southern Tributary
12 Irrigation Project and the Peoples Creek Irriga-
13 tion Project, including the Upper Peoples Creek
14 Dam and Reservoir;

15 (D) wetlands restoration and development;

16 (E) stock watering infrastructure; and

17 (F) on farm development support and re-
18 acquisition of fee lands within the Fort Belknap
19 Indian Irrigation Project and Fort Belknap In-
20 dian Community irrigation projects within the
21 Reservation.

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

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

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

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

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

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

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

15 (A) planning, studies, design, and environ-
16 mental compliance of domestic water supply,
17 and sewer collection and treatment systems, as
18 generally described in the document of Natural
19 Resources Consulting Engineers, Inc., entitled
20 “Fort Belknap Indian Community Comprehen-
21 sive Water Development Plan” and dated Feb-
22 ruary 2019, including the Lake Elwell Project
23 water delivery to the southern part of the Res-
24 ervation;

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

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

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

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

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

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

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

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

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

15 **SEC. 11013. FORT BELKNAP INDIAN COMMUNITY WATER**
16 **SETTLEMENT IMPLEMENTATION FUND.**

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

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

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

3 (2) The Milk River Project Mitigation Account.

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

5 (1) in the Fort Belknap Indian Irrigation
6 Project System Account established under subsection
7 (b)(1), the amount made available pursuant to para-
8 graphs (1)(C) and (2)(A)(iv) of section 11014(a);
9 and

10 (2) in the Milk River Project Mitigation Ac-
11 count established under subsection (b)(2), the
12 amount made available pursuant to section
13 11014(a)(1)(D).

14 (d) USES.—

15 (1) FORT BELKNAP INDIAN IRRIGATION
16 PROJECT SYSTEM ACCOUNT.—The Fort Belknap In-
17 dian Irrigation Project Rehabilitation Account estab-
18 lished under subsection (b)(1) shall be used to carry
19 out section 11009, except as provided in subsection
20 (h) of that section.

21 (2) MILK RIVER PROJECT MITIGATION AC-
22 COUNT.—The Milk River Project Mitigation Account
23 established under subsection (b)(2) may only be used
24 to carry out section 11008.

25 (e) MANAGEMENT.—

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

4 (2) EXCEPTION.—Notwithstanding paragraph
5 (1), amounts deposited in the Fort Belknap Indian
6 Irrigation Project System Account established under
7 subsection (b)(1) shall be available to the Secretary
8 on the date on which the amounts are deposited for
9 uses described in paragraphs (1) and (2) of section
10 11009(a).

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

16 **SEC. 11014. FUNDING.**

17 (a) FUNDING.—

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

21 (A) for deposit in the Fort Belknap Indian
22 Community Tribal Irrigation and Other Water
23 Resources Development Account of the Trust
24 Fund established under section 11012(b)(1),
25 \$89,643,100, to be retained until expended,

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

3 (B) for deposit in the Fort Belknap Indian
4 Community Clean and Safe Domestic Water
5 and Sewer Systems, and Lake Elwell Project
6 Account of the Trust Fund established under
7 section 11012(b)(3), \$331,885,220, to be re-
8 tained until expended, withdrawn, or reverted to
9 the general fund of the Treasury;

10 (C) for deposit in the Fort Belknap Indian
11 Irrigation Project System Account of the Imple-
12 mentation Fund established under section
13 11013(b)(1), such sums as are necessary, but
14 not more than \$187,124,469, for the Secretary
15 to carry out section 11009, to be retained until
16 expended, withdrawn, or reverted to the general
17 fund of the Treasury; and

18 (D) for deposit in the Milk River Project
19 Mitigation Account of the Implementation Fund
20 established under section 11013(b)(2), such
21 sums as are necessary, but not more than
22 \$300,000,000, for the Secretary to carry out
23 obligations of the Secretary under section
24 11008, to be retained until expended, with-

1 drawn, or reverted to the general fund of the
2 Treasury.

3 (2) MANDATORY APPROPRIATIONS.—

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

7 (i) in the Fort Belknap Indian Com-
8 munity Tribal Irrigation and Other Water
9 Resources Development Account of the
10 Trust Fund established under section
11 11012(b)(1), \$29,881,034, to be retained
12 until expended, withdrawn, or reverted to
13 the general fund of the Treasury;

14 (ii) in the Fort Belknap Indian Com-
15 munity Water Resources and Water Rights
16 Administration, Operation, and Mainte-
17 nance Account of the Trust Fund estab-
18 lished under section 11012(b)(2),
19 \$66,630,752;

20 (iii) in the Fort Belknap Indian Com-
21 munity Clean and Safe Domestic Water
22 and Sewer Systems, and Lake Elwell
23 Project Account of the Trust Fund estab-
24 lished under section 11012(b)(3),
25 \$110,628,407; and

1 (iv) in the Fort Belknap Indian Irri-
2 gation Project System Account of the Im-
3 plementation Fund established under sec-
4 tion 11013(b)(1), \$228,707,684.

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

8 (3) STATE COST SHARE.—The State shall con-
9 tribute \$5,000,000, plus any earned interest, pay-
10 able to the Secretary for deposit in the Fort Belknap
11 Indian Community Tribal Irrigation and Other
12 Water Resources Development Account of the Trust
13 Fund established under section 11012(b)(1) on ap-
14 proval of a final decree by the Montana Water Court
15 for the purpose of activities relating to the Upper
16 Peoples Creek Dam and Reservoir under subpara-
17 graphs (A) through (C) of section 11012(g)(1).

18 (b) FLUCTUATION IN COSTS.—

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

22 (A) increased or decreased, as appropriate,
23 by such amounts as may be justified by reason
24 of ordinary fluctuations in costs occurring after
25 the date of enactment of this Act as indicated

1 by the Bureau of Reclamation Construction
2 Cost Index—Composite Trend; and

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

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

15 (3) PERIOD OF INDEXING.—

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

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

1 **SEC. 11015. MISCELLANEOUS PROVISIONS.**

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

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

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

23 (d) EFFECT ON CURRENT LAW.—Nothing in this di-
24 vision affects any provision of law (including regulations)
25 in effect on the day before the date of enactment of this

1 Act with respect to pre-enforcement review of any Federal
2 environmental enforcement action.

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

8 (1) the Reclamation Rural Water Supply Act of
9 2006 (43 U.S.C. 2401 et seq.); and

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

12 (f) ADDITIONAL FUNDING.—Nothing in this division
13 prohibits the Fort Belknap Indian Community from seek-
14 ing—

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

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

20 (g) RIGHTS UNDER STATE LAW.—Except as pro-
21 vided in section 1 of Article III of the Compact (relating
22 to the closing of certain water basins in the State to new
23 appropriations in accordance with the laws of the State),
24 nothing in this division or the Compact precludes the ac-
25 quisition or exercise of a right arising under State law (as

1 defined in section 6 of Article II of the Compact) to the
2 use of water by the Fort Belknap Indian Community, or
3 a member or allottee of the Fort Belknap Indian Commu-
4 nity, outside the Reservation by—

5 (1) purchase of the right; or

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

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

13 **SEC. 11016. ANTIDEFICIENCY.**

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

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

21 (2) there are not enough funds available in the
22 Reclamation Water Settlements Fund established by
23 section 10501(a) of the Omnibus Public Land Man-
24 agement Act of 2009 (43 U.S.C. 407(a)) to carry
25 out the purposes of this division.