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107TH CONGRESS, 2d Session | HOUSE OF REPRESENTATIVES | REPORT 107–573

RUSSIAN RIVER LAND ACT

JULY 15, 2002.—Committed to the Committee of the Whole House on the State of the Union and ordered to be printed

Mr. HANSEN, from the Committee on Resources, submitted the following

R E P O R T

[To accompany H.R. 3048]

[Including cost estimate of the Congressional Budget Office]

The Committee on Resources, to whom was referred the bill (H.R. 3048) to resolve the claims of Cook Inlet Region, Inc., to lands adjacent to the Russian River in the State of Alaska, having considered the same, report favorably thereon with an amendment and recommend that the bill as amended do pass.

The amendment is as follows:

Strike all after the enacting clause and insert the following:

SECTION. 1. SHORT TITLE.

This Act may be cited as the "Russian River Land Act".

SEC. 2. FINDINGS AND PURPOSES.

(a) FINDINGS.—Congress makes the following findings:

(1) Certain lands adjacent to the Russian River in the area of its confluence with the Kenai River contain abundant archaeological resources of significance to the Native people of the Cook Inlet Region, the Kenaitze Indian Tribe, and the citizens of the United States.

(2) Those lands at the confluence of the Russian River and Kenai River contain abundant fisheries resources of great significance to the citizens of Alaska.

(3) Cook Inlet Region, Inc., an Alaska Native Regional Corporation formed under the provisions of the Alaska Native Claims Settlement Act of 1971 (43 U.S.C. 1601 et. seq.) (hereinafter in this Act referred to as "ANCSA"), has selected lands in the area pursuant to section 14(h)(1) of such Act (43 U.S.C. 1613(h)(1)), for their values as historic and cemetery sites.

(4) The United States Bureau of Land Management, the Federal agency responsible for the adjudication of ANCSA selections has not finished adjudicating Cook Inlet Region, Inc.'s selections under section 14(h)(1) of that Act as of the date of the enactment of this Act.

(5) The Bureau of Indian Affairs has certified a portion of Cook Inlet Region, Inc.'s selections under section 14(h)(1) of ANCSA as containing prehistoric and

historic cultural artifacts, and meeting the requirements of section 14(h)(1) of that Act.

(6) A portion of the selections under section 14(h)(1) of ANCSA made by Cook Inlet Region, Inc., and certified by the Bureau of Indian Affairs lies within the Chugach National Forest over which the United States Forest Service is the agency currently responsible for the administration of public activities, archaeological features, and natural resources.

(7) A portion of the selections under section 14(h)(1) of ANCSA and the lands certified by the Bureau of Indian Affairs lies within the Kenai National Wildlife Refuge over which the United States Fish and Wildlife Service is the land managing agency currently responsible for the administration of public activities, archaeological features, and natural resources.

(8) The area addressed by this Act lies within the Sqilantnu Archaeological District which was determined eligible for the National Register of Historic Places on December 31, 1981.

(9) Both the Forest Service and the Fish and Wildlife Service dispute the validity and timeliness of Cook Inlet Region, Inc.'s selections under section 14(h)(1) of ANCSA.

(10) The Forest Service, Fish and Wildlife Service, and Cook Inlet Region, Inc., determined that it was in the interest of the United States and Cook Inlet Region, Inc., to—

(A) protect and preserve the outstanding historic, cultural, and natural resources of the area;

(B) resolve their disputes concerning the validity of Cook Inlet Region, Inc.'s selections under section 14(h)(1) of ANCSA without litigation; and

(C) provide for the management of public use of the area and protection of the cultural resources within the Sqilantnu Archaeological District, particularly the management of the area at the confluence of the Russian and Kenai Rivers.

(11) Legislation is required to enact the resolution reached by the Forest Service, the Fish and Wildlife Service, and Cook Inlet Region, Inc.

(b) PURPOSE.—It is the purpose of this Act to ratify an agreement between the Department of Agriculture, the Department of the Interior, and Cook Inlet Region, Inc.

SEC. 3. RATIFICATION OF AGREEMENT BETWEEN THE UNITED STATES FOREST SERVICE, UNITED STATES FISH AND WILDLIFE SERVICE, AND COOK INLET REGION, INC.

(a) RATIFICATION OF AGREEMENT.—

(1) IN GENERAL.—The terms, conditions, covenants, and procedures set forth in the document entitled "Russian River Section 14(h)(1) Selection Agreement", which was executed by Cook Inlet Region, Inc., the United States Department of Agriculture, and the United States Department of the Interior on July 26, 2001, (hereinafter in this Act referred to as the "Agreement"), are hereby incorporated in this section, and are ratified, as to the duties and obligations of the United States and the Cook Inlet Region, Inc., as a matter of Federal law.

(2) SECTION 5.—The ratification of section 5 of the Agreement is subject to the following conditions:

(A) The Fish and Wildlife Service shall consult with interested parties when developing an exchange under section 5 of the Agreement.

(B) The Secretary of the Interior shall submit to the Committee on Resources of the House of Representatives and the Committee on Energy and Natural Resources of the Senate a copy of the agreement implementing any exchange under section 5 of the Agreement not less than 30 days before the exchange becomes effective.

(3) AGREEMENT CONTROLS.—In the event any of the terms of the Agreement conflict with any other provision of law, the terms of the Agreement shall be controlling.

(b) AUTHORIZATION OF ACTIONS.—The Secretaries of Agriculture and the Interior are authorized to take all actions required under the terms of the Agreement.

SEC. 4. AUTHORIZATION OF APPROPRIATION.

(a) IN GENERAL.—There is authorized to be appropriated to the Department of Agriculture, Office of State and Private Forestry, $13,800,000, to remain available until expended, for Cook Inlet Region, Inc., for the following:

(1) Costs for the planning and design of the Joint Visitor's Interpretive Center.

(2) Planning and design of the Sqilantnu Archaeological Research Center.

(3) Construction of these facilities to be established in accordance with and for the purposes set forth in the Agreement.

(b) LIMITATION ON USE OF FUNDS.—Of the amount appropriated under this section, not more than 1 percent may be used to reimburse the Forest Service, the Fish and Wildlife Service, and the Kenaitze Indian Tribe for the costs they incur in assisting Cook Inlet Region, Inc. in the planning and design of the Joint Visitor's Interpretive Center and the Sqilantnu Archaeological Research Center.

PURPOSE OF THE BILL

The purpose of H.R. 3048, as ordered reported, is to resolve the claims of Cook Inlet Region, Inc., to lands adjacent to the Russian River in the State of Alaska.

BACKGROUND AND NEED FOR LEGISLATION

Section 14(h)(1) of the Alaska Native Claims Settlement Act (ANCSA, 43 U.S.C. 1601 et seq.) authorized ANCSA regional corporations to make selections of cultural sites within their region. Cook Inlet Region, Inc. (CIRI) made its section 14(h)(1) selections at Russian River 26 years ago. While the archeological resources at Russian River are well documented, adjudication of CIRI's selection has not happened, in part because of the intense interest surrounding the continued public use of the area. CIRI's Russian River selections total over 2,000 acres, 963 acres of which have been certified by the Bureau of Indian Affairs as meeting the requirements necessary for conveyance under section 14(h)(1) of ANCSA. The United States Forest Service (USFS) and the United States Fish and Wildlife Service (USFWS) had contested CIRI's selections at Russian River. For the past three years, CIRI has been negotiating with the USFS and the USFWS for lands surrounding the Russian and Kenai Rivers.

The area surrounding the confluence of the Russian and Kenai Rivers is rich in archeological and cultural features. It is also the site of perhaps the most heavily-used public sports fishery in Alaska. Because of the archeological resources at Russian River, CIRI made selections under section 14(h)(1) of historical places and cemetery sites. The lands at the confluence are managed by both USFS and USFWS.

The two federal agencies and CIRI have reached an agreement that requires federal legislation to become effective. The main points of the agreement are the following:

The USFS campground, the USFWS ferry site, and most of the land at Russian River remains in federal ownership and control.

The public maintains the right to fish the water at the confluence of the two rivers.

From 502 acres of USFWS lands, CIRI is to be conveyed the limited estate of the archeological and cultural resources.

CIRI is to be conveyed a 42-acre parcel of USFS land on the bluff overlooking the confluence of the Kenai and Russian Rivers and an approximately 20-acre parcel near the crossing of the Sterling Highway over the Kenai River. The 20-acre parcel is subject to Section 14(h)(1) restrictions. In addition, a public easement managed by the USFS along the banks of the Kenai River is reserved on the 20-acre parcel.

With these conveyances, CIRI will relinquish its ANCSA Section 14(h)(1) selections in the area, now totaling 2,010 acres.

The parties agree to pursue the construction of a public visitor's interpretive center on the 42-acres parcel for the shared

use of all three parties. The visitor's center would provide information on both the natural and cultural resources of the Russian River area. The parties hope to secure a federal appropriation to build the center.

In conjunction with the visitor's interpretive center, the parties agree to seek the establishment of an archeological research center that will facilitate the management of the cultural resources in the area.

The parties agree that certain visitor-oriented facilities may be developed by CIRI on the 42-acre parcel. These facilities may include a lodge, dormitory housing for staff and agency people, and a restaurant. CIRI agrees to seek input from the federal agencies regarding their needs and desires for the area.

The parties commit to enter into a memorandum of understanding for the purpose of ensuring the activities at Russian River are carried out in a cooperative and coordinated manner.

The agreement also authorizes, but does not require, the exchange of land lying adjacent to the Sterling Highway at Russian River for important brown bear habitat near the Killey River in the Kenai Peninsula owned by CIRI.

The agreement is appended to this report.

In ratifying Section 5 of the agreement, the Committee has required that USFWS consult with interested parties and submit any land exchange negotiated pursuant to that authority to the Committee prior to final execution. Although ancillary to the agreement's resolution of CIRI's Section 14(h)(1) claims, the land exchange authority in Section 5 was included at the initiation of USFWS. Under the terms of Section 5 of the agreement, it is the Committee's understanding that USFWS would seek to acquire lands owned by CIRI which would be valuable additions to the Kenai National Wildlife Refuge and would provide important habitat for implementing the Kenai Peninsula Brown Bear Conservation Strategy (June 2000).

Section 5 provides a framework for a negotiated exchange of lands from within the Kenai National Wildlife Refuge located near the Sterling Highway in return for the acquisition of lands owned by CIRI bordering the Killey, Upper Killey, and/or Kenai Rivers. Pursuant to the terms of Section 5, any exchange must be of equal value and the lands to be acquired by USFWS and added to the Kenai Refuge must be of higher fish and wildlife habitat value than the lands removed from the Kenai Refuge and conveyed to CIRI. Adjustments may be made to the Kenai Wilderness Area and Kenai Refuge boundaries provided that no more than 3,000 acres may be added to or removed from the Kenai Refuge, including both wilderness and non-wilderness acreage.

The Committee expects that any exchange of lands pursuant to Section 5 authority will be accomplished in a manner that fully protects the public interest and retains oversight authority over the process.

Through negotiation and agreement, the two federal agencies and CIRI have found a way to fulfill the intent of the Alaska Native Claims Settlement Act in a way that fully protects the interests of the public.

COMMITTEE ACTION

H.R. 3048 was introduced on October 4, 2001, by Congressman Don Young (R–AK). The bill was referred to the Committee on Resources. On June 5, 2002, the Committee held a hearing on the bill. On June 26, 2002, the Committee met to mark up the bill. Congressman Young offered an amendment in the nature of a substitute to: (1) direct USFWS to consult with interested parties and report to the Committee on Resources and the Senate Committee on Energy and Natural Resources on the agreement implementing Section 5 of the Agreement of July 26, 2001, reached by Cook Inlet Region, Inc., USFWS and USFS; (2) delete "Notwithstanding any other provision of law" from Section 3(b) of the bill as proposed by the Office of Management and Budget; and (3) provide for reimbursement for the costs incurred by USFWS, USFS, and the Kenaitze tribe in assisting Cook Inlet Region, Inc. in the planning and design of facilities at Russian River. The amendment was adopted by unanimous consent. The bill, as amended, was ordered favorably reported to the House of Representatives by unanimous consent.

COMMITTEE OVERSIGHT FINDINGS AND RECOMMENDATIONS

Regarding clause 2(b)(1) of rule X and clause 3(c)(1) of rule XIII of the Rules of the House of Representatives, the Committee on Resources' oversight findings and recommendations are reflected in the body of this report.

CONSTITUTIONAL AUTHORITY STATEMENT

Article I, section 8 of the Constitution of the United States grants Congress the authority to enact this bill.

COMPLIANCE WITH HOUSE RULE XIII

1. Cost of Legislation. Clause 3(d)(2) of rule XIII of the Rules of the House of Representatives requires an estimate and a comparison by the Committee of the costs which would be incurred in carrying out this bill. However, clause 3(d)(3)(B) of that rule provides that this requirement does not apply when the Committee has included in its report a timely submitted cost estimate of the bill prepared by the Director of the Congressional Budget Office under section 402 of the Congressional Budget Act of 1974.

2. Congressional Budget Act. As required by clause 3(c)(2) of rule XIII of the Rules of the House of Representatives and section 308(a) of the Congressional Budget Act of 1974, this bill does not contain any new budget authority, spending authority, credit authority, or an increase or decrease in revenues or tax expenditures.

3. General Performance Goals and Objectives. As required by clause 3(c)(4) of rule XIII, the general performance goal or objective of this bill, as ordered reported, is to resolve the claims of Cook Inlet Region, Inc. to lands adjacent to the Russian River in the State of Alaska.

4. Congressional Budget Office Cost Estimate. Under clause 3(c)(3) of rule XIII of the Rules of the House of Representatives and section 403 of the Congressional Budget Act of 1974, the Committee has received the following cost estimate for this bill from the Director of the Congressional Budget Office:

U.S. CONGRESS,
CONGRESSIONAL BUDGET OFFICE,
Washington, DC, June 28, 2002.

Hon. JAMES V. HANSEN,
Chairman, Committee on Resources,
House of Representatives, Washington, DC.

DEAR MR. CHAIRMAN: The Congressional Budget Office has prepared the enclosed cost estimate for H.R. 3048, the Russian River Land Act.

If you wish further details on this estimate, we will be pleased to provide them. The CBO staff contacts are Megan Carroll (for federal costs), and Marjorie Miller (for the state and local impact).

Sincerely,

BARRY B. ANDERSON
(For Dan L. Crippen, Director).

Enclosure.

H.R. 3048—Russian River Land Act

CBO estimates that implementing H.R. 3048 would cost $13.8 million in 2003, assuming appropriation of the authorized amounts. The bill would not affect direct spending or receipts; therefore, pay-as-you-go procedures would not apply.

H.R. 3048 would ratify an agreement between the federal government and Cook Inlet Region, Inc., an Alaska Native regional corporation. Under that agreement, the federal government would convey to the corporation certain federal lands and interests located near the confluence of the Kenai and Russian rivers in Alaska. Specifically, the Forest Service would convey to the corporation about 62 acres of national forest land, and the U.S. Fish and Wildlife Service (USFWS) would convey the interest in archeological and cultural resources on 502 acres of national wildlife refuge lands. In exchange, the corporation would relinquish its claim to certain other federal lands in the region, which it has selected under the Alaska Native Claims Settlement Act.

According to the Forest Service and the USFWS, the lands and interests that would be conveyed to the corporation currently generate no receipts and are not expected to do so over the next 10 years; hence, CBO estimates that the proposed conveyances would not affect offsetting receipts. Under the agreement ratified by the bill, the Forest Service and the USFWS would help the corporation to plan and design an interpretive center to be used by all three parties. The interpretive center would be built on one of the parcels of land conveyed to the corporation. H.R. 3048 would authorize the appropriation of $13.8 million for the Forest Service to make a payment to the corporation for the costs of constructing the proposed facility. CBO expects that the payment would be made during fiscal year 2003, assuming appropriation of the specified amount.

H.R. 3048 contains no intergovernmental or private-sector mandates as defined in the Unfunded Mandates Reform Act and would impose no costs on state, local, or tribal governments. Any costs that the corporation would incur as a result of the agreement ratified by this bill would be voluntary.

The CBO staff contacts for this estimate are Megan Carroll (for federal costs), and Marjorie Miller (for the state and local impact).

This estimate was approved by Robert A. Sunshine, Assistant Director for Budget Analysis.

COMPLIANCE WITH PUBLIC LAW 104–4

This bill contains no unfunded mandates.

PREEMPTION OF STATE, LOCAL OR TRIBAL LAW

This bill is not intended to preempt any State, local or tribal law.

CHANGES IN EXISTING LAW

If enacted, this bill would make no changes in existing law.

APPENDIX

Russian River Section 14(h)(1) Selection

Agreement

This Agreement (Agreement) is made this 26th day of July, 2001, among Cook Inlet Region, Inc. (CIRI), the Department of Agriculture, through its agency the United States Forest Service (USFS), and the Department of the Interior, through its agency the United States Fish and Wildlife Service (FWS).

WITNESSETH:

WHEREAS, as described in greater detail in these recitals, the parties wish to resolve a long-standing controversy among them regarding the validity and extent of selections made by CIRI pursuant to Section 14(h)(1) of the Alaska Native Claims Settlement Act of 1971 (hereinafter ANCSA), 43 U.S.C. 1601 *et. seq.* Many of the parties' agreements may not be implemented without legislation. The purpose of this Agreement is to establish the terms of the parties' agreements, recognizing that those agreements can only take effect upon enactment of such legislation, and to appropriately commit the parties to the pursuit and support of such legislation;

WHEREAS, certain lands adjacent to the Russian River in the area of its confluence with the Kenai River contain abundant archeological resources of significance to the Native people of the Cook Inlet Region, the Kenaitze Indian Tribe, and the citizens of the United

States;

WHEREAS, those lands at the confluence of the Russian River and Kenai River contain abundant fisheries resources of great significance to the citizens of Alaska;

WHEREAS, CIRI, a Native corporation formed under the provisions of ANCSA has selected lands in the area pursuant to Section 14(h)(1) of ANCSA, 43 U.S.C. 1613(h)(1), for their values as historic and cemetery sites;

WHEREAS, the United States Bureau of Land Management (BLM), the federal agency responsible for the adjudication of ANCSA selections has not finished adjudicating CIRI's 14(h)(1) selections in the area as of the date of this Agreement;

WHEREAS, the Bureau of Indian Affairs (BIA) has certified a portion of CIRI's Section 14(h)(1) selections as containing prehistoric and historic cultural artifacts and meeting the requirements of Section 14(h)(1) of ANCSA;

WHEREAS, a portion of the 14(h)(1) selections made by CIRI and certified by BIA lies within the Chugach National Forest over which the United States Forest Service (USFS) is the land managing agency currently responsible for the administration of public activities, archeological features, and natural resources in the area;

WHEREAS, a portion of the 14(h)(1) selection and the lands certified by BIA lies within the Kenai National Wildlife Refuge over which the United States Fish and Wildlife Service (FWS) is the land managing agency currently responsible for the administration of public activities, archeological features, and natural resources in the area;

WHEREAS, the area covered by this Agreement lies within the Sqilantnu Archeological District determined eligible for the National Register of Historic Places on

December 31, 1981;

WHEREAS, both the USFS and FWS dispute the validity and timeliness of CIRI's 14(h)(1) selections;

WHEREAS, it is in the interest of all parties to protect and preserve the outstanding historic, cultural and natural resources of the area; and

WHEREAS, all parties to this Agreement desire to resolve their disputes concerning the validity of CIRI's 14(h)(1) selections without litigation and to provide for the management of public use of the area and protection of the cultural resources within the Sqilantnu Archeological District, and particularly the management of the area at the confluence of the Russian and Kenai rivers:

IT IS THEREFORE AGREED AS FOLLOWS:

A. LAND AND PROPERTY OWNERSHIP

1. Upon the execution of this Agreement, the parties agree to request that BLM stay the adjudication of all CIRI's 14(h)(1) applications located within the Sqilantnu Archeological District, including the various amendments, pending the enactment of legislation needed to effectuate this Agreement, and for a period of five years from the date of the enactment of such legislation. Upon conveyance to CIRI of lands and interests described in Paragraphs 2 and 3 below, and without acknowledging whether they currently exist as separate applications, CIRI shall relinquish its ANCSA 14(h)(1) selections AA-11096, AA-11098, AA-11818, AA-

11100, and all amendments thereto, and agrees not to file any future 14(h)(1) selections or amendments for these lands. CIRI also agrees not to seek legislation or other avenues to acquire additional lands within the Sqilantnu Archeological District as in existence on the date of this Agreement (as described and depicted in the National Register of Historic Places nomination prepared by the Cooperative Park Studies Unit, University of Alaska, Fairbanks, dated October 21, 1981, containing approximately 3240 acres) in consideration for or by virtue of its relinquishment of such selections or CIRI's rights under ANCSA 14(h)(1), except as required to implement the intent of the parties to this Agreement.

2. Following the passage of the legislation necessary to authorize this Agreement, the United States shall convey to CIRI, in fee simple, tracts A and B described herein within one year after the Alaska Department of Transportation decision on the possible realignment of the Sterling Highway. If no such decision is made by the Alaska Department of Transportation within five years after the enactment of such legislation, the United States shall then convey these tracts to CIRI as soon as practicable. The conveyances will be subject to valid existing rights as of the date of this Agreement, unless otherwise agreed to by the parties.

(a) Tract A is a 42 acre tract of land from within the S 1/2 SW 1/4, Section 28, T.5 N., R.4 W., Seward Meridian. The precise location and shape of the tract shall be determined by USFS and CIRI in such a manner that the tract is located immediately adjacent to any new alignment of the Sterling Highway or such other location as USFS and CIRI may agree, and is reasonably developable.

Except as otherwise set forth in this Agreement, conveyance of this tract A shall not be

subject to regulation by the USFS or FWS and the patent conveying such lands shall not contain any restriction on development, including those restrictions normally associated with conveyances made pursuant to ANCSA. Tract A shall be surveyed by the United States along boundary lines agreed to by both parties prior to patent. If the United States has not surveyed tract A by the time tract A is otherwise ready to be patented, CIRI may contract with a registered and licensed Alaska Land Surveyor for the survey of tract A under the direction and authority of the Secretary of the Interior or delegate. A request for survey shall be submitted to the Deputy State Director, Division of Cadastral Survey and Geomatics (DSD), Bureau of Land Management, Alaska State Office. Special Instructions will be written, Assignment Instructions issued, and parameters set for review and approval by the DSD. Upon meeting the requirements of survey, review and acceptance by the DSD, such survey shall meet the requirements for purposes of patent in the absence of reasonable objection.

(b) Tract B is described as that portion of parcel E, as identified and mapped by BIA in its October 21, 1988 Certification of Selection AA-11096, which lies north of the centerline of the existing Sterling Highway right-of-way, containing approximately 20 acres. The parties recognize that this acreage approximation is not intended to limit the size of tract B to exactly twenty acres. The United States will survey tract B. Conveyance of this tract will be subject to the restrictions of Section 14(h)(1) of ANCSA and will include a reservation to the United States of a 50-foot wide easement running along the south bank of the Kenai River to be administered by the USFS, consistent with the terms described herein. The USFS may make the area within the easement available to the State of Alaska and other federal agencies as may

be necessary for their administrative responsibilities. Public use of the easement will be administered under federal law by the USFS. Authorized uses within the easement shall include foot travel, recreation, fishing, picnicking, boat landing, parking and servicing of watercraft and the building, maintenance and use of structures and facilities necessary for such uses, which may include privies, picnic tables, and signs. The placement of other facilities within the easement shall require the concurrence of CIRI. The easement and facilities thereon shall not be used for motorized travel (except as may be required by the Americans with Disabilities Act), overnight camping, or the discharge of firearms. Commercial use of the easement shall be limited to boat operations as may be authorized by the USFS. Management of the easement shall be consistent with the protection of archeological resources located on tract B. The USFS and CIRI may enter into such memoranda of understanding as may be necessary to coordinate management of their respective activities within tract B. The USFS shall not permit any uses of the easement that will unreasonably interfere with CIRI's uses of tract B and CIRI shall not permit any uses of tract B that will unreasonably interfere with the USFS's permitted uses of the easement.

(c) Except as otherwise provided herein, the conveyance of these tracts A and B shall be considered conveyances under ANCSA. The total acreage to be charged against CIRI's entitlement under ANCSA 14(h)(1) shall be 188 acres.

3. As soon as practicable following enactment of legislation necessary to authorize this Agreement and concurrent with the conveyances in Paragraph 2 above, notwithstanding any other provision of law, the United States shall convey to CIRI all the prehistoric and historic archeological and cultural artifacts and resources as presently defined in the

Archaeological Resources Protection Act, 16 U.S.C. 470bb, (provided, however, that the requirement that items be at least 100 years of age shall not apply to any human remains and items associated with Alaska Natives use and occupation regardless of their date of origin, and shall not apply to historic non-native artifacts that postdate 1941) including, but not limited to, human remains, funerary objects, and other artifacts located on the surface or in the subsurface estate (all such archeological and cultural artifacts and resources as described in the preceding portion of this sentence are referred to herein as "Artifacts"), along with the right to explore, excavate, study, store, locate, remove, and protect Artifacts on the approximately 502 acres of lands certified by BIA within the Kenai National Wildlife Refuge near the confluence of the Russian and Kenai Rivers as described on Exhibit A. These lands shall be surveyed by the United States. The conveyance of Artifacts shall include the right of reasonable access to such lands for the purposes of exploring, excavating, studying, storing, locating, removing, and protecting Artifacts for curation. To the extent that any Artifacts are within lands within the Kenai National Wildlife Refuge designated as wilderness, such designation will not preclude CIRI's reasonable access to Artifacts for the purposes set forth herein. Any activities by CIRI regarding the exercise of its rights regarding Artifacts and any activities by FWS which may negatively impact Artifacts shall be undertaken pursuant to a memorandum of understanding to be negotiated by the parties as more fully set forth in Section D herein. The conveyance of Artifacts (and access to them) is not a conveyance pursuant to ANCSA, is not chargeable against any CIRI acreage entitlement under ANCSA, is subject to valid existing rights existing at the date of this Agreement, unless otherwise agreed to by the parties or as otherwise provided in this Agreement, and does not entitle CIRI to any

additional subsurface conveyance pursuant to Paragraph I.B.(2) of the agreement entitled "Terms and Conditions for the Land Consolidation and Management in the Cook Inlet Area," as clarified August 31, 1976.

4. Notwithstanding any other provision of law including, but not limited to, the Native American Grave Protection and Repatriation Act (NAGPRA), 25 U.S.C. 3001, *et seq.*, all Artifacts already excavated or otherwise removed from the tracts described in Paragraph 2 and from the 502 acres described in Paragraph 3 possessed by, or on loan from FWS or USFS, shall be owned by CIRI. Unless requested by FWS or USFS, CIRI shall not take possession of Artifacts until adequate facilities for curation are available. Notwithstanding any other provision of law, all Artifacts already excavated or otherwise removed from all other remaining lands within the Kenai National Wildlife Refuge portion of the Sqilantnu Archeological District by FWS or within the Chugach National Forest portion of the Sqilantnu Archeological District by USFS, subsequent to the passage of ANCSA in 1971, and any Artifacts if and when they are removed in the future from such lands shall be owned by CIRI, or its designee, for study, interpretation, and/or preservation, as appropriate; provided that if Artifacts are identified as cultural items that are Dena'ina Athabascan in origin and absent this provision would be otherwise covered by NAGPRA, such cultural items shall be offered by FWS or USFS, as the case may be, to the Kenaitze Indian Tribe. Such identification shall be made in the same manner as the identification of cultural affiliation pursuant to NAGPRA, except that any such items that are Dena'ina Athabascan in origin shall be deemed to be culturally affiliated with the Kenaitze Indian Tribe. If the Kenaitze Indian Tribe declines to accept such cultural items as are offered to it, then such cultural items shall be owned by CIRI.

CIRI agrees that any and all Artifacts returned to the ownership or custody of CIRI or recovered by CIRI, shall be made available for study under reasonable terms and conditions by scholars and institutions of higher learning, including agencies of the United States, provided that human remains will only be available for such study at CIRI's discretion. For the purposes of this paragraph, the Sqilantnu Archeological District shall mean those lands within the Sqilantnu Archeological District as of the date of this Agreement (as described and depicted in the National Register of Historic Places nomination prepared by the Cooperative Park Studies Unit, University of Alaska, Fairbanks, dated October 21, 1981), and any other lands that, in the future, the parties agree shall be included. CIRI agrees that it will make Artifacts available to the Sqilantnu Archeological Research Center (to be established pursuant to Paragraph 13 of this Agreement) for its use. Except as specifically indicated in this Agreement, nothing in this paragraph is meant to change the practices the agencies follow under NAGPRA nor grant CIRI additional causes of action that it does not now currently have, if any, to Artifacts that may have been removed, but cannot be located. The FWS and USFS agree to make reasonable attempts to locate any Artifacts that have been previously removed and to have them returned to CIRI, provided, however, that these agencies bear no responsibility other than those presently required by law, to force the return of Artifacts, should those in possession refuse to return the Artifacts to CIRI. The terms of this paragraph shall not become effective until enactment of legislation necessary to authorize this Agreement and when effective shall apply only to the lands within the Sqilantnu Archeological District.

5. Following the enactment of any necessary legislation, the Secretary of the Interior

is authorized as part of this Agreement to exchange lands within the Kenai National Wildlife Refuge located north of, and immediately bordering the Sterling Highway, and/or located south of, and immediately bordering Funny River Road, for lands of equal value currently owned by CIRI bordering the Killey, Upper Killey, and/or Kenai Rivers. The land to be acquired must be within or adjacent to the Kenai National Wildlife Refuge and must be found by the FWS to be of higher value fish and wildlife habitat than those lands to be conveyed to CIRI in exchange. This authorization includes the authority to remove lands conveyed to CIRI from the Kenai Wilderness Area and the Kenai National Wildlife Refuge (and lands so conveyed to CIRI shall be removed from the Kenai Wilderness Area and the Kenai National Wildlife Refuge), and to include lands acquired from CIRI in the Kenai Wilderness Area so long as the acreage removed is not greater than the amount of wilderness acreage added to the Refuge, and so long as any lands to be added to Kenai Wilderness would otherwise qualify as wilderness under the provisions of the Wilderness Act of 1966. Further, the boundary of the Kenai National Wildlife Refuge shall be adjusted to include any lands conveyed by CIRI to the United States in the exchange and to exclude any lands conveyed to CIRI. In completing the exchange, all costs will be equally shared by the two parties. This authorization is limited to no more than 3,000 acres to be added to or removed from the Refuge, including wilderness and non-wilderness acreage. Upon request by the Secretary, CIRI agrees to enter into such negotiations.

B. ACCESS AND EASEMENTS

6. (a) The USFS agrees to grant to CIRI easement(s) for motorized and non-motorized access to tract A. The access provided to tract A shall be from both the existing Sterling Highway and the realigned Sterling Highway if such realignment occurs. The USFS and CIRI shall identify the location of the first access easement from the existing Sterling Highway to tract A when such tract is specifically located. The USFS and CIRI shall identify the location of the second access easement from the realigned Sterling Highway to tract A if the location of such realignment is finally determined. In determining the location, construction, and use of any easement, the USFS and CIRI shall reasonably minimize (by balancing environmental and economic considerations) the impacts to the resources of the area. The easement(s) shall be of an appropriate location and width to provide for public safety and for safe travel by motorized vehicles, such as buses and automobiles. The USFS agrees to authorize, at no charge, by special use permit(s) the placement of electric, telephone and other utilities to tract A. Any permit for utilities placed within an existing right-of-way shall be subordinate to the rights granted by the existing right-of-way, coordinated with current operators, and managed to at least the standard provided for in the existing right-of-way. Utilities placed outside an existing right-of-way shall be buried within the clearing limits of the easement(s) granted for access purposes, unless otherwise agreed by USFS and CIRI. The USFS agrees to authorize by special use permit(s) the placement of electric, telephone and other utilities to tract A so long as such utilities are buried within the access easement location(s) described above at the time of construction of the road or are otherwise located and placed in a manner agreed to by the USFS and CIRI.

(b) Any easement granted pursuant to subsection (a) shall include such other consistent terms and conditions as are applicable and necessary to comply with the then existing Forest Service regulations at 36 C.F.R. Part 251, Subparts B and D (the Regulations); provided, however, that the provisions of this Agreement shall govern over all provisions of the Regulations that would apply but for this Agreement. Notwithstanding anything in the Regulations to the contrary, the easement(s) and special use permit(s) agreed to in subsection 6(a) shall be freely transferable and perpetual (unless abandoned) and shall not be subject to application, fee, reciprocal grant of access or other consideration by or on behalf of CIRI, or any demonstration of need or lack of or consideration of alternative access, except as otherwise expressly provided in this Agreement. Any easement(s) granted to CIRI pursuant to subsection (a) shall reserve to the United States the standing timber within the rights-of-way and the subsurface estate, including minerals and common varieties of mineral materials within or near the rights-of-way. The USFS may grant CIRI free use of common varieties of mineral materials that are located within the clearing limits of the right-of-way for purposes reasonably necessary for construction of access. Mineral materials may be available off-site for such use at a site designated by the USFS. The easement(s) granted to CIRI pursuant to subsection (a) are non-exclusive and other public and governmental use shall be without charge; however, the USFS shall not authorize any other uses of the easement(s) that unreasonably interfere with the rights granted to CIRI.

(c) In conjunction with the development of the visitor interpretation facilities described in Paragraph 17, the USFS and FWS shall authorize a public use trail, suitable for wheelchair access, from tract A to the FWS ferry site on the Kenai River. If the joint visitors

interpretive center described in Paragraph 17 is established, the USFS and FWS shall seek to obtain the necessary federal funding for the construction and maintenance of that portion of the public use trail that is located on federal lands. If the USFS and FWS do not secure such necessary federal funding, the USFS and FWS shall authorize CIRI to construct and maintain such public use trail if CIRI seeks such an authorization. To the extent that it is necessary to construct any portion of the public use trail over CIRI land, CIRI shall authorize such land use. Location of the public use trail shall be determined jointly by CIRI, the USFS, and the FWS.

(d) The National Environmental Policy Act of 1969, 83 Stat. 852, shall not be construed, in whole or in part, as requiring the preparation or submission of any environmental document for any action taken by CIRI or the United States (or any of its agencies) pursuant to this Agreement.

7. The parties agree that no easements pursuant to Section 17(b) of ANCSA shall be reserved on any of the conveyances made to CIRI pursuant to this Agreement.

8. In the event that approval from a state agency or local government not a party to this Agreement must be obtained for the access identified in Paragraph 6 of this Agreement, FWS and USFS shall in good faith affirmatively support CIRI's request for reasonable access.

9. Notwithstanding any other rights of first refusal that CIRI may have, CIRI has a right of first refusal to conduct revenue producing concessions and visitor services that are conducted on National Wildlife Refuge lands and waters within five miles of the confluence of the Kenai and Russian Rivers. Such visitor services include all permitted revenue producing activities where such permitted activity is limited in number by the Refuge

Manager including new services, and existing contracts or permits upon their expiration, except that CIRI does not have the right of first refusal to guide sport fishing and hunting. Provided, however, that CIRI will be able to exercise the right of first refusal provided in this paragraph so as to receive no more than one recreational rafting permit. Provided further, that this paragraph shall not limit CIRI's ability to acquire any additional permits by purchasing such permits from their owners, subject to applicable regulations.

10. CIRI may assign its right of first refusal as described in Paragraph 9 above, to other Alaska Native organizations recognized under ANCSA or the Indian Reorganization Act and located within the Cook Inlet Region or any entity controlled or primarily supported by one or more such organizations, including, but not limited to, the Kenaitze Indian Tribe, Kenai Natives Association, or the CIRI Foundation.

11. The USFS and CIRI shall cooperate to identify opportunities for CIRI to compete for new concession and visitor services within that portion of the Sqilantnu Archeological District managed by USFS.

D. MEMORANDA OF UNDERSTANDING

12. USFS, on National Forest System lands, and the FWS, on Kenai National Wildlife Refuge lands, shall utilize their respective available legal authorities to enter into memoranda of understanding (MOU) with CIRI, the Kenaitze Indian Tribe, or other interested parties for the purpose of ensuring cooperation and consultation among them regarding all significant activities related to the Sqilantnu Archeological District. The MOU shall be developed in compliance with the Federal Advisory Committee Act, 5 U.S.C. 470, *et seq.* Subject to the

foregoing, such MOU shall at a minimum

(i) address the scheduling of regular meetings (to be held no less frequently than semi-annually) to take place among the parties to the MOU to 1) identify plans for carrying out their respective activities within the Sqilantnu Archaeological District in a coordinated manner and 2) provide an opportunity for the parties to identify their respective views regarding activities that may be proposed to take place within the Sqilantnu Archaeological District. USFS, FWS, and CIRI will designate one or more representatives to be involved in such meetings. There will be an agenda provided for each meeting and records of the meetings will be maintained;

(ii) provide CIRI a meaningful opportunity to consult with the USFS and FWS at the early stages of all significant activities by USFS and FWS related to the Sqilantnu Archeological District; and

(iii)give the Kenaitze Indian Tribe the opportunity to participate in such meetings.

E. CULTURAL RESOURCES

13. The parties agree to use their best efforts to seek the establishment of the Sqilantnu Archeological Research Center (Center). This Center will be located on CIRI lands and provide a site to facilitate the comprehensive study of the cultural resources in the area. CIRI, or its assigns, will lead the Center and establish an affiliation with an appropriate research institution, the State Historic Preservation Office, and the Kenaitze Indian Tribe.

14. The agencies agree to commit their professional archeological staff, as allowed by available staffing and budget priorities, to provide input and to work with the center staff in a

coordinated effort. The parties recognize that under existing staffing and funding conditions, such professional input and assistance may be limited.

15. The purpose of the Center is to facilitate management and interpretation of the cultural resources of the area centered on the confluence of the Kenai and Russian Rivers. To the extent allowed by applicable law, the Center will:

(a) coordinate the efforts of various agencies and groups to assure best use of the cultural resources for cultural groups, agencies and science;

(b) provide a focal point for different users of the resource to comply with requirements under the National Historic Preservation Act, 16 U.S.C. 470. *et seq.*, the National Environmental Policy Act, 42 U.S.C. 4321, *et seq.*, the NAGPRA, and the Alaska Historic Preservation Act, AS 41.35.010, *et seq.*

(c) maintain and provide a central archive of information, documentation and a guide to applicable research;

(d) prepare an overall cultural resource management plan consisting of:

(i) an overview of the area history and prehistory;

(ii) a list of participating groups and consulting parties;

(iii) identification of mutual agency and CIRI management concerns; and

(iv) a compilation of research needs and questions for the area;

(e) compile documentation and data needed to formally nominate the Sqilantnu Archeological District to the National Register for Historic Places;

(f) develop a multi-year archeological research plan and do the field work at

the appropriate level of survey, subsurface testing and excavation;

(g) work with the Kenaitze Indian Tribe, CIRI, and other Alaska Native groups to train Native youth in cultural resource management and to employ trained youth in research projects; and

(h) provide publication of scientific and interpretive reports.

16. The results of the research produced by the Center, including artifacts, will be given appropriate space in a joint visitors interpretive center. With the approval of the Kenaitze Indian Tribe, the existing Kenaitze Indian Tribe interpretive venue will also be included in the visitor interpretive center's programmatic offerings.

F. VISITOR FACILITIES

17. The parties agree to the development by CIRI of facilities to be located on one or more of the tracts to be conveyed to CIRI described in Paragraph 2 or on other land as agreed to by the parties. The facilities may include but are not limited to the following:

(a) a joint visitors interpretive center for the use of the parties that will present information by the FWS and USFS on the natural resources and management of the area, and would provide a venue to present the cultural resources of the area. If possible, the visitors center will be located so that the center itself will have a view of the confluence of the Kenai and Russian Rivers from the bluff, but without unduly impinging on the reasonably developable land available for conveyance to CIRI;

(b) offices for the Sqilantnu Archeological Research Center, which will include appropriate facilities to store and display cultural artifacts and other materials;

(c) administrative offices for FWS and USFS personnel, when needed;

(d) a lodging and restaurant facility that will accommodate overnight guests;

(e) dormitory-style housing for staff; and

(f) trails and other ancillary facilities.

18. The parties shall consult with each other to determine each party's specific needs within the facility and to give input into the design of the facility. The parties shall negotiate any long-term lease agreements as may be necessary for occupation by all parties. Any agreement for the federal use of the facilities shall be subject to the availability of appropriations by the agencies for the construction, operation, and staffing of the facilities.

G. APPROVALS AND LEGISLATION

19. Any necessary approvals of the Secretaries of Agriculture and Interior and the CIRI Board of Directors shall be obtained prior to the execution of this Agreement.

20. CIRI shall draft, submit to Congress, and defend legislation substantially similar to the form attached as Exhibit B to this Agreement, to effectuate the terms of this Agreement. To the fullest extent allowed by law and subject to the review and concurrence by the Office of Management and Budget, the parties commit to support such legislation.

H. GENERAL PROVISIONS

21. This Agreement may be amended or changed only with the written approval of all parties. Typographical and clerical corrections may be made by written approval of the parties.

22. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such corporation or company.

23. Nothing herein shall be construed as obligating the expenditure by the United States, now or in the future, in excess or advance of appropriations authorized by law.

24. This Agreement shall become effective only upon its execution by all of the parties and the effective date of the Agreement shall be the date upon which the last of the subscribed parties signs the Agreement, but the duty of each party to perform its obligations hereunder shall be controlled by the provisions hereof.

25. This Agreement shall terminate in the event that legislation necessary to effectuate this Agreement is not enacted within five years of the effective date of this Agreement. This period may be extended upon written agreement of the parties. In the event this Agreement is terminated, the parties are free to petition BLM to promptly adjudicate all CIRI's 14(h)(1) applications located within the Sqilantnu Archeological District and the various amendments thereto. In the event such adjudication occurs, nothing contained in this Agreement shall be used by any party as evidence in such adjudication or any appeal thereof.

26. For purposes of expediting execution of this Agreement or any amendments hereto, this Agreement or any such amendments may be signed in separate counterparts by the parties which, when all have so signed, shall be deemed a single Agreement or amendment hereto, respectively, and the effective date of any amendment shall be the date upon which the

last of the subscribed parties signs the amendment.

27. No ambiguity in this Agreement shall be construed in favor of or against any party as a result of any responsibility for drafting of this Agreement. Each party has consulted with its own legal counsel as to the terms and provisions of this Agreement, and no party has relied on any other party or its counsel with respect to the Agreement.

28. The parties agree that any oral representations made by any party during the negotiation of this Agreement which are not incorporated by writing into this Agreement are not binding. The parties mutually covenant and agree that this instrument and its appendices embody the whole agreement of the parties and that there are no promises, terms, conditions or obligations other than those contained or referred to in this Agreement.

President	Regional Forester	Regional Director
Cook Inlet Region, Inc.	Region 10	Region 7
	U.S. Forest Service	U.S. Fish and Wildlife Service

EXHIBIT A

The description in this Exhibit A is based upon the map prepared and identification of lands conducted by the Bureau of Indian Affairs as reported in its October 21, 1988 Certification of Selection AA-11096 (BIA 1988 Certification).

Those portions of the following lands lying within the boundaries of the Kenai National Wildlife Refuge:

Parcel A from the BIA 1988 Certification

POB: Corner 1 (C-1), ANCSA site tag attached.
Latitude 60°29'16", Longitude 150°00'50".
UTM Zone 6, 67081310 m N., 334350 m E.

C-1 to C-2: 360°, 262 m;
C-2 to C-3: 90°, 1,338 m;
C-3 to C-4: 180°, 201 m;
C-4 to C-5: 90°, 644 m;
C-5 to C-6: 180°, 110 m;
C-6 to C-1: meander westerly along the north bank of the Kenai River approximately 2,300 m.

Containing 102 acres, more or less.

Parcel G from the BIA 1988 Certification

POB: On the south bank of the Kenai river at the confluence of the Russian and Kenai Rivers.
Latitude 60°29'08", Longitude 150°00'00"
UTM Zone 6, 6708100m N., 335100m E.

POB to witness POB: 62°, 25.5 m;
POB to C-1 meander easterly along the south bank of the Kenai River approximately 3,400m;
C-1 to C-2: 180°, 32 m;
C-2 to C-3: meander southwesterly approximately 680 m to a point 0.9 m 10° from a sign with reads "Trailhead Overflow 500 ft.";
C-3 to C-4: meander southwesterly along the Russian Lakes Trail approximately 360 m to a point located 1.5 m west of the Russian Lakes Trail, 2.5 m at 94° from the center line of the power line corridor;
C-4 to C-5: 284°, 490 m;
C-5 to C-6: meander northerly along the east bank of the Russian River approximately 320 m;

C-6 to C-7: 270°, 2,860 m;
C-7 to C-8: 360°, 430 m;
C-8 to witness corner 8 (WC-8): 180°, 137 m;
C-8 to POB: meander easterly along the south bank of the Kenai River for approximately 1,450 m.

Containing 345 acres, more or less.

Parcel F from the BIA 1988 Certification

POB: C-1, ANCSA site tag attached:
Latitude 60°28'42", Longitude 149°59'50"
UTM Zone 6, 6707320 m N., 335300 m E.

C-1 to C-2: 100°, 870 m;
C-2 to C-3: 180°, 170 m;
C-3 to C-4: 270°, 853 m;
C-4 to C-5: 360°, 315.

Containing 55 acres, more or less.

Aggregating approximately 502 acres.

The lands described in this Exhibit A are depicted on the Northern Land Use Research, Inc. map, version 2.0, dated March 1996, titled "Russian River ANCSA 14(h)(1) Areas, BLM AA-11096," on file with BLM. In the event of a conflict between the description set forth above and the lands depicted on such map, the depiction on the map shall control, unless the parties agree otherwise.

EXHIBIT B

Russian River 14(h)(1) Legislation

An Act

To resolve the claims of Cook Inlet Region, Inc., to lands adjacent to the Russian River in the state of Alaska.

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

SECTION 1. SHORT TITLE.

This Act may be cited as the "Russian River Land Act of 2001".

SECTION 2. FINDINGS AND PURPOSES.

(a) Findings. – Congress makes the following findings:

(1) Certain lands adjacent to the Russian River in the area of its confluence with the Kenai River contain abundant archeological resources of significance to the Native people of the Cook Inlet Region, the Kenaitze Indian Tribe, and the citizens of the United States.

(2) Those lands at the confluence of the Russian River and Kenai River contain abundant fisheries resources of great significance to the citizens of Alaska.

(3) Cook Inlet Region, Inc., an Alaska Native Regional Corporation formed under the provisions of the Alaska Native Claims Settlement Act of 1971 (ANCSA), 43 U.S.C.

1601 *et. seq.*, has selected lands in the area pursuant to Section 14(h)(1) of the ANCSA, 43 U.S.C. 1613(h)(1), for their values as historic and cemetery sites.

(4) The United States Bureau of Land Management, the federal agency responsible for the adjudication of ANCSA selections has not finished adjudicating CIRI's 14(h)(1) selections in the area as of the date of this Act.

(5) The Bureau of Indian Affairs has certified a portion of Cook Inlet Region, Inc.'s Section 14(h)(1) selections as containing prehistoric and historic cultural artifacts, and meeting the requirements of Section 14(h)(1) of ANCSA.

(6) A portion of the 14(h)(1) selections made by Cook Inlet Region, Inc., and certified by the Bureau of Indian Affairs lies within the Chugach National Forest over which the United States Forest Service is the land managing agency currently responsible for the administration of public activities, archeological features, and natural resources in the area.

(7) A portion of the 14(h)(1) selection and the lands certified by the Bureau of Indian Affairs lies within the Kenai National Wildlife Refuge over which the United States Fish and Wildlife Service is the land managing agency currently responsible for the administration of public activities, archeological features, and natural resources in the area.

(8) The area addressed by this Act lies within the Sqilantnu Archeological District determined eligible for the National Register of Historic Places on December 31, 1981.

(9) Both the Forest Service and the Fish and Wildlife Service dispute the validity and timeliness of Cook Inlet Region, Inc.'s ANCSA Section 14(h)(1) selections.

(10) The Forest Service, Fish and Wildlife Service and Cook Inlet Region, Inc., determined that it was in the interest of the United States and Cook Inlet Region, Inc., to

protect and preserve the outstanding historic, cultural and natural resources of the area, to resolve their disputes concerning the validity of Cook Inlet Region, Inc.'s ANCSA Section 14(h)(1) selections without litigation, and to provide for the management of public use of the area and protection of the cultural resources within the Sqilantnu Archeological District, particularly the management of the area at the confluence of the Russian and Kenai rivers.

(11) Legislation is required to effectuate the resolution reached by the Forest Service, the Fish and Wildlife Service and Cook Inlet Region, Inc.

(b) Purpose. –It is the purpose of this Act to ratify an agreement between the Department of Agriculture, the Department of the Interior and Cook Inlet Region, Inc., and to appropriate funds.

SECTION 3. RATIFICATION OF AGREEMENT BETWEEN THE UNITED STATES FOREST SERVICE, UNITED STATES FISH AND WILDLIFE SERVICE AND COOK INLET REGION, INC.

(a) RATIFICATION OF AGREEMENT -- The terms, conditions, covenants and procedures set forth in the document entitled "Russian River Section 14(h)(1) Selection Agreement," which was executed by Cook Inlet Region, Inc., the United States Department of Agriculture, and the United States Department of the Interior on July 26, 2001, submitted to **[name Senate and House committees]** (hereafter "Agreement"), are hereby incorporated in this section, and are ratified, as to the duties and obligations of the United States and the Cook Inlet Region, Inc., as a matter of Federal law. In the event any of the terms of the Agreement conflict with any other provision of law, the

terms of the Agreement shall be controlling.

(b) AUTHORIZATION OF ACTIONS -- Notwithstanding any other provision of law, the Secretaries of Agriculture and the Interior are authorized to take all actions required under the terms of the Agreement.

SECTION 4. AUTHORIZATION OF APPROPRIATION.

There is authorized to be appropriated to the Department of Agriculture, Forest Service, State and Private Forestry, notwithstanding any other provision of law, $13,800,000, to remain available until expended, for Cook Inlet Region, Inc., for costs for the planning and design of the Joint Visitor's Interpretive Center, for the planning and design of the Sqilantnu Archeological Research Center, and for the construction of these facilities to be established in accordance with and for the purposes set forth in the Agreement. The Forest Service, the Fish and Wildlife Service, and the Kenaitze Indian Tribe may each be reimbursed from monies appropriated herein for the costs they incur in assisting CIRI in the planning and design of the Joint Visitor's Interpretive Center and the Sqilantnu Archeological Research center, provided the total amount reimbursed does not exceed one percent of the appropriation.