

(f) **ADDITIONAL AUTHORITY.**—The Secretary may enter into agreements and contracts with Federal and non-Federal entities, acquire and transfer interests in land, water, and facilities, and accept or give grants in order to carry out the purposes of this Act.

(g) **INDIAN TRUST ASSETS.**—The Congress finds that much of the potential water development in the San Juan River Basin and in the Duchesne River Basin (a subbasin of the Green River in the Upper Colorado River Basin) is for the benefit of Indian tribes and most of the federally designated critical habitat for the endangered fish species in the San Juan River Basin is on Indian trust lands, and 2½ miles of critical habitat on the Duchesne River is on Indian Trust Land. Nothing in this Act shall be construed to restrict the Secretary, acting through the Bureau of Reclamation and the Bureau of Indian Affairs, from funding activities or capital projects in accordance with the Federal Government's Indian trust responsibility.

(h) **TERMINATION OF AUTHORITY.**—All authorities provided by this section for the respective Recovery Implementation Program shall terminate upon expiration of the current time period for the respective Cooperative Agreement referenced in section 2(l) unless, at least one year prior to such expiration, the time period for the respective Cooperative Agreement is extended to conform with this Act.

#### SEC. 4. EFFECT ON RECLAMATION LAW.

No provision of this Act nor any action taken pursuant thereto or in furtherance thereof shall constitute a new or supplemental benefit under the Act of June 17, 1902 (chapter 1093; 32 Stat. 388), and Acts supplemental thereto and amendatory thereof (43 U.S.C. 371 et seq.).

The SPEAKER pro tempore. Pursuant to the rule, the gentleman from Utah (Mr. HANSEN) and the gentleman from California (Mr. GEORGE MILLER) each will control 20 minutes.

The Chair recognizes the gentleman from Utah (Mr. HANSEN).

Mr. HANSEN. Mr. Speaker, I yield myself such time as I may consume.

(Mr. HANSEN asked and was given permission to revise and extend his remarks.)

Mr. HANSEN. Mr. Speaker, I rise in strong support of H.R. 2348.

Mr. Speaker, for the last decade, I and many of my colleagues have been wrestling with how to address the problems we are facing with the implementation of the Endangered Species Act and the Colorado River. I personally believe that the current interpretation of the Endangered Species Act has strayed from its original intent. There is little doubt in my mind that the authors of the bill never envisioned the taking of a person's property rights because of a fly, fish, or misplaced tortoise. I can remember when I was a young man, the same fish we are trying to save, we were unable to get rid of. However, I also believe that if we are ever to move forward on this very emotional issue, we must be willing to find the things we agree on and reach a compromise. This bill is a product of just that sort of compromise. It does not amend the federal Endangered Species Act, nor does it tear down any dams, it is a compromise that allows the water to flow and the fish to swim free.

In the past, request for funding the recovery programs have received support from Congress because they served as a dispute resolution mechanism and provided a means to solve a very complex set of problems in the Upper Colorado River and San Juan River Basins. Since 1998, these programs have relied primarily on the good will of Congressional ap-

propriators and the Department of the Interior for adequate funding. While the U.S. Fish and Wildlife Service has clear authority to undertake capital projects under the federal Endangered Species Act, no such clear authority exists for the U.S. Bureau of Reclamation, the Bureau of Indian Affairs, or the Bureau of Land Management.

With capital construction projects finally underway and the amount of funding required increasing, program participants need to have clear statutory authority to help ensure that needed funds continue to be appropriated by Congress. H.R. 2348 would do this by authorizing the appropriation of \$46 million to the Bureau of Reclamation and the Bureau of Indian Affairs for capital projects under the Upper Colorado Endangered Fish Recovery Program and the San Juan Recovery Implementation Program. The Bureau of Reclamation has been funding most of the capital cost to the projects to implement the Upper Colorado River program, like building fish ladders and acquiring flooded bottom lands where the fish thrive. Due to the heavy impact on Indian water development and Indian trust lands, the Bureau of Indian Affairs has shared the funding of the recovery efforts in the San Juan River Basin and would likely have responsibility for much of the construction of capital projects in the future.

By enacting this bill, non-federal participants like the states and those who purchase power from federal hydroelectric projects, will also help pay for capital projects. This cost sharing will be in cash, the value of water dedicated from a reservoir in Colorado, and the costs associated with reoperating the Flaming Gorge Dam. The cost sharing ratio amongst the non-federal participants shall be a true partnership, with the states and those who purchase power from federal hydroelectric projects equally dividing their cost.

Mr. Speaker, in conclusion I would like to thank Resources Chairman DON YOUNG and Ranking Member, GEORGE MILLER, for their leadership, and I urge my colleagues to support this bill.

Mr. GEORGE MILLER of California. Mr. Speaker, I yield myself such time as I may consume.

(Mr. GEORGE MILLER of California asked and was given permission to revise and extend his remarks.)

Mr. GEORGE MILLER of California. Mr. Speaker, I rise in strong support of H.R. 2348.

This legislation authorizes funding for the Bureau of Reclamation to continue the endangered fish recovery implementation programs for the Upper Colorado and San Juan River Basins on a cost-shared basis with non-federal participants.

Through these recovery programs, government agencies, Indian tribes and private organizations are working to achieve recovery of endangered fish while balancing the continuing demands for water in the arid West. The participants are equal partners in the recovery programs and decisions are made by consensus. The recovery programs work within state laws and support water development under interstate water compacts.

The recovery programs are succeeding because all participants in the programs recognize that failure to recover the endangered species could result in limitations on current and future water diversions and use in the

Upper Basin states. H.R. 2348 provides Congress and the Upper Basin stakeholders with finite limits on the construction costs anticipated by these recovery programs. H.R. 2348 authorizes the use of significant non-federal funding contributions.

Since 1988, the recovery programs have been relied primarily on the good will of congressional appropriators and the Department of the Interior for adequate funding. With the passage of H.R. 2348, funding authorities for the recovery programs will be crystal clear.

This is one of the most successful and broadly supported interagency cooperative programs in the history of fish management in this country. We seldom have an opportunity to pass legislation that enjoys such broad support. Years of cooperative work which brought this legislation before the committee, and I commend the many people both inside and outside government who have contributed to this program and the passage of this legislation.

I strongly urge my colleagues to support H.R. 2348.

Mr. Speaker, I have no further requests for time, and I yield back the balance of my time.

Mr. HANSEN. Mr. Speaker, I have no further requests for time, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Utah (Mr. HANSEN) that the House suspend the rules and pass the bill, H.R. 2348, as amended.

The question was taken; and (two-thirds having voted in favor thereof) the rules were suspended and the bill, as amended, was passed.

A motion to reconsider was laid on the table.

#### SHIVWITS BAND OF THE PAIUTE INDIAN TRIBE OF UTAH WATER RIGHTS SETTLEMENT ACT

Mr. HANSEN. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 3291) to provide for the settlement of the water rights claims of the Shivwits Band of the Paiute Indian Tribe of Utah, and for other purposes, as amended.

The Clerk read as follows:

H.R. 3291

*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 "Shivwits Band of the Paiute Indian Tribe of Utah Water Rights Settlement Act".

#### SEC. 2. FINDINGS.

Congress finds the following:

(1) It is the official policy of the United States, in keeping with its trust responsibility to Indian tribes, to promote Indian self-determination and economic self-sufficiency, and to settle the water rights claims of Indian tribes to avoid lengthy and costly litigation.

(2) Any meaningful policy of Indian self-determination and economic self-sufficiency requires the development of viable Indian reservation economies.

(3) The quantification of water rights and the development of water use facilities is essential to the development of viable Indian reservation economies, particularly in the arid Western States.

(4) The Act of March 3, 1891, provided for the temporary support of the Shebit (or Shivwits) tribe of Indians in Washington County, Utah, and appropriated moneys for the purchase of improvements on lands along the Santa Clara River for the use of said Indians. Approximately 26,880 acres in the same area were set aside as a reservation for the Shivwits Band by Executive order dated April 21, 1916. Additional lands were added to the reservation by Congress on May 28, 1937.

(5) The waters of the Santa Clara River are fully appropriated except during high flow periods. A water right was awarded to the United States for the benefit of the Shivwits Band in the 1922 adjudication entitled *St. George Santa Clara Field Co., et al. v. New-castle Reclamation Co., et al.*, for "1.38 cubic feet of water per second for the irrigation of 83.2 acres of land and for culinary, domestic, and stock watering purposes", but no provision has been made for water resource development to benefit the Shivwits Band. In general, the remainder of the Santa Clara River's flow is either diverted on the reservation and delivered through a canal devoted exclusively to non-Indian use that traverses the reservation to a reservoir owned by the Ivins Irrigation Company; dedicated to decreed and certificated rights of irrigation companies downstream of the reservation; or impounded in the Gunlock Reservoir upstream of the reservation. The Band's lack of access to water has frustrated its efforts to achieve meaningful self-determination and economic self-sufficiency.

(6) On July 21, 1980, the State of Utah, pursuant to title 73, chapter 4, Utah Code Ann., initiated a statutory adjudication of water rights in the Fifth Judicial District Court in Washington County, Utah, Civil No. 800507596, which encompasses all of the rights to the use of water, both surface and underground, within the drainage area of the Virgin River and its tributaries in Utah ("Virgin River Adjudication"), including the Santa Clara River Drainage ("Santa Clara System").

(7) The United States was joined as a party in the Virgin River Adjudication pursuant to section 666 of title 43, United States Code. On February 17, 1987, the United States filed a Statement of Water User Claim asserting a water right based on State law and a Federal reserved water rights claim for the benefit of the Shivwits Band to water from the Santa Clara River System. This was the only claim the United States filed for any Indian tribe or band in the Virgin River Adjudication within the period allowed by Title 73, Chapter 4, Utah Code Ann., which bars the filing of claims after the time prescribed therein.

(8) The Virgin River adjudication will take many years to conclude, entail great expense, and prolong uncertainty as to the availability of water supplies, and thus, the parties have sought to settle their dispute over water and reduce the burdens of litigation.

(9) After lengthy negotiation, which included participation by representatives of the United States Government for the benefit of the Shivwits Band, the State of Utah, the Shivwits Band, the Washington County Water Conservancy District, the city of St. George, and others on the Santa Clara River System, the parties have entered into agreements to resolve all water rights claims between and among themselves and to quantify the water right entitlement of the Shivwits Band, and to provide for the construction of water projects to facilitate the settlement of these claims.

(10) Pursuant to the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, and the Settlement Agreement, the Shivwits Band will receive the right to a total of 4,000 acre-feet of water

annually in settlement of its existing State law claims and Federal reserved water right claims.

(11) To advance the goals of Federal Indian policy and consistent with the trust responsibility of the United States to the Shivwits Band, it is appropriate that the United States participate in the implementation of the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, and the Settlement Agreement in accordance with this Act.

#### SEC. 3. PURPOSES.

The purposes of this Act are—

(1) to achieve a fair, equitable, and final settlement of all claims to water rights in the Santa Clara River for the Shivwits Band, and the United States for the benefit of the Shivwits Band;

(2) to promote the self-determination and economic self-sufficiency of the Shivwits Band, in part by providing funds to the Shivwits Band for its use in developing a viable reservation economy;

(3) to approve, ratify, and confirm the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, and the Settlement Agreement, and the Shivwits Water Right described therein;

(4) to authorize the Secretary of the Interior to execute the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, and the Settlement Agreement, and to take such actions as are necessary to implement these agreements in a manner consistent with this Act; and

(5) to authorize the appropriation of funds necessary for implementation of the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, and the Settlement Agreement.

#### SEC. 4. DEFINITIONS.

In this Act:

(1) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(2) UTAH.—The term "Utah" means the State of Utah, by and through its Department of Natural Resources.

(3) SHIVWITS BAND.—The term "Shivwits Band" means the Shivwits Band of the Paiute Indian Tribe of Utah, a constituent band of the Paiute Indian Tribe of Utah, a federally recognized Indian tribe organized under section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 987; 25 U.S.C. 476), and the Act of April 3, 1980 (94 Stat. 317).

(4) PAIUTE INDIAN TRIBE OF UTAH.—The term "Paiute Indian Tribe of Utah" means the federally recognized Indian Tribe organized under section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 987; 25 U.S.C. 476), and the Act of April 3, 1980 (94 Stat. 317), comprised of five bands of Southern Paiute Indians (Shivwits, Indian Peaks, Cedar, Koosharem, and Kanosh Bands).

(5) DISTRICT.—The term "District" means the Washington County Water Conservancy District, a Utah water conservancy district.

(6) ST. GEORGE.—The term "St. George" means St. George City, a Utah municipal corporation.

(7) VIRGIN RIVER ADJUDICATION.—The term "Virgin River Adjudication" means the statutory adjudication of water rights initiated pursuant to title 73, chapter 4, Utah Code Ann. and pending in the Fifth Judicial District Court in Washington County, Utah, Civil No. 800507596.

(8) ST. GEORGE WATER REUSE PROJECT AGREEMENT.—The term "St. George Water Reuse Project Agreement" means the agreement among the United States for the benefit of the Shivwits Band, Utah, the Shivwits Band, and St. George City, together with all exhibits thereto, as the same is approved and executed by the Secretary of the Interior pursuant to section 8 of this Act.

(9) SANTA CLARA PROJECT AGREEMENT.—The term "Santa Clara Project Agreement" means the agreement among the United States for the benefit of the Shivwits Band, Utah, the Shivwits Band, the Washington County Water Conservancy District, St. George City, the New Santa Clara Field Canal Company, the St. George Clara Field Canal Company, the Ivins Irrigation Company, the Southgate Irrigation Company, Bloomington Irrigation Company, Ed Bowler, and the Lower Gunlock Reservoir Company, together with all exhibits thereto, as the same is approved and executed by the Secretary of the Interior pursuant to section 8 of this Act.

(10) SETTLEMENT AGREEMENT.—The term "Settlement Agreement" means that agreement among the United States for the benefit of the Shivwits Band, Utah, the Shivwits Band, the Washington County Water Conservancy District, St. George City, the New Santa Clara Field Canal Company, the St. George Clara Field Canal Company, the Ivins Irrigation Company, the Southgate Irrigation Company, Bloomington Irrigation Company, Ed Bowler, and the Lower Gunlock Reservoir Company, together with all exhibits thereto, as the same is approved and executed by the Secretary of the Interior pursuant to section 8 of this Act.

(11) SHIVWITS WATER RIGHT.—The term "Shivwits Water Right" means the water rights of the Shivwits Band set forth in the Settlement Agreement and as settled, confirmed, and ratified by section 7 of this Act.

(12) SHIVWITS BAND TRUST FUND.—The term "Shivwits Band Trust Fund" means the Trust Fund authorized in section 11 of this Act to further the purposes of the Settlement Agreement and this Act.

(13) VIRGIN RIVER RESOURCE MANAGEMENT AND RECOVERY PROGRAM.—The term "Virgin River Resource Management and Recovery Program" means the proposed multiagency program, to be administered by the United States Fish and Wildlife Service, Bureau of Land Management, National Park Service, Utah, and the District, whose primary purpose is to prioritize and implement native fish recovery actions that offset impacts due to future water development in the Virgin River basin.

#### SEC. 5. ST. GEORGE WATER REUSE PROJECT.

(a) ST. GEORGE WATER REUSE PROJECT.—The St. George Water Reuse Project shall consist of water treatment facilities, a pipeline, and associated pumping and delivery facilities owned and operated by St. George, which is a component of, and shall divert water from, the Water Reclamation Facility located in St. George, Utah, and shall transport this water for delivery to and use by St. George and the Shivwits Band. St. George shall make 2,000 acre-feet of water available annually for use by the Shivwits Band in accordance with the St. George Water Reuse Project Agreement and this Act.

(b) PROJECT CONSTRUCTION OPERATION AND MAINTENANCE.—(1) St. George shall be responsible for the design, engineering, permitting, construction, operation, maintenance, repair, and replacement of the St. George Water Reuse Project, and the payment of its proportionate share of these project costs as provided for in the St. George Water Reuse Project Agreement.

(2) The Shivwits Band and the United States for the benefit of the Shivwits Band shall make available, in accordance with the terms of the St. George Water Reuse Agreement and this Act, a total of \$15,000,000 to St. George for the proportionate share of the design, engineering, permitting, construction, operation, maintenance, repair, and replacement of the St. George Water Reuse Project associated with the 2,000 acre-feet annually to be provided to the Shivwits Band.

**SEC. 6. SANTA CLARA PROJECT.**

(a) **SANTA CLARA PROJECT.**—The Santa Clara Project shall consist of a pressurized pipeline from the existing Gunlock Reservoir across the Shivwits Reservation to and including Ivins Reservoir, along with main lateral pipelines. The Santa Clara Project shall pool and deliver the water rights of the parties as set forth in the Santa Clara Project Agreement. The Santa Clara Project shall deliver to the Shivwits Band a total of 1,900 acre-feet annually in accordance with the Santa Clara Project Agreement and this Act.

(b) **INSTREAM FLOW.**—The Santa Clara Project shall release instream flow water from the Gunlock Reservoir into the Santa Clara River for the benefit of the Virgin Spinedace, in accordance with the Santa Clara Project Agreement and this Act.

(c) **PROJECT FUNDING.**—The Utah Legislature and the United States Congress have each appropriated grants of \$750,000 for the construction of the Santa Clara Project. The District shall provide a grant of \$750,000 for the construction of the Santa Clara Project. The District shall provide any additional funding required for the construction of the Santa Clara Project.

(d) **PROJECT CONSTRUCTION, OPERATION, AND MAINTENANCE.**—The District shall be responsible for the permitting, design, engineering, construction, and the initial operation, maintenance, repair, and replacement of the Santa Clara Project. Operation, maintenance, repair, and replacement activities and costs of the Santa Clara Project shall be handled in accordance with the terms of the Santa Clara Project Agreement.

**SEC. 7. SHIVWITS WATER RIGHT.**

(a) **IN GENERAL.**—The Shivwits Band and its members shall have the right in perpetuity to divert, pump, impound, use, and reuse a total of 4,000 acre-feet of water annually from the Virgin River and Santa Clara River systems, to be taken as follows:

(1) 1,900 acre-feet annually from the Santa Clara River System, with an 1890 priority date in accordance with the terms of the Santa Clara Project Agreement.

(2) 2,000 acre-feet of water annually from the St. George Water Reuse Project as provided for in the St. George Water Reuse Project Agreement. The Shivwits Band shall have first priority to the reuse water provided from the St. George Water Reclamation Facility.

(3) 100 acre-feet annually, with a 1916 priority date, from groundwater on the Shivwits Reservation.

(b) **WATER RIGHTS CLAIMS.**—All water rights claims of the Shivwits Band, and the Paiute Indian Tribe of Utah acting on behalf of the Shivwits Band, are hereby settled. The Shivwits Water Right is hereby ratified, confirmed, and shall be held in trust by the United States for the benefit of the Shivwits Band.

(c) **SETTLEMENT.**—The Shivwits Band may use water from the springs and runoff located on the Shivwits Reservation. The amount used from these sources will be reported annually to the Utah State Engineer by the Shivwits Band and shall be counted against the annual 4,000 acre-feet Shivwits Water Right.

(d) **ABANDONMENT, FORFEITURE, OR NON-USE.**—The Shivwits Water Right shall not be subject to loss by abandonment, forfeiture, or nonuse.

(e) **USE OR LEASE.**—The Shivwits Band may use or lease the Shivwits Water Right for either or both of the following:

(1) For any purpose permitted by tribal or Federal law anywhere on the Shivwits Band Reservation. Once the water is delivered to the Reservation, such use shall not be subject to State law, regulation, or jurisdiction.

(2) For any beneficial use off the Shivwits Reservation in accordance with the St. George Water Reuse Agreement, the Santa Clara Project Agreement, the Settlement Agreement, and all applicable Federal and State laws.

No service contract, lease, exchange, or other agreement entered into under this subsection may permanently alienate any portion of the Shivwits Water Right.

**SEC. 8. RATIFICATION OF AGREEMENTS.**

Except to the extent that the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, and the Settlement Agreement conflict with the provisions of this Act, such agreements are hereby approved, ratified, and confirmed. The Secretary is hereby authorized to execute, and take such other actions as are necessary to implement, such agreements.

**SEC. 9. SATISFACTION OF CLAIMS.**

(a) **FULL SATISFACTION OF CLAIMS.**—The benefits realized by the Shivwits Band and its members under the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, the Settlement Agreement, and this Act shall constitute full and complete satisfaction of all water rights claims, and any continuation thereafter of any of these claims, of the Shivwits Band and its members, and the Paiute Indian Tribe of Utah acting on behalf of the Shivwits Band, for water rights or injuries to water rights under Federal and State laws from time immemorial to the effective date of this Act. Notwithstanding the foregoing, nothing in this Act shall be—

(1) deemed to recognize or establish any right of a member of the Shivwits Band to water on the Shivwits Reservation; or

(2) interpreted or construed to prevent or prohibit the Shivwits Band from participating in the future in other water projects, or from purchasing additional water rights for their benefit and use, to the same extent as any other entity.

(b) **WAIVER AND RELEASE.**—By the approval, ratification, and confirmation herein of the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, and the Settlement Agreement, the United States executes the following waiver and release in conjunction with the Reservation of Rights and Retention of Claims set forth in the Settlement Agreement, to be effective upon satisfaction of the conditions set forth in section 14 of this Act. Except as otherwise provided in the Settlement Agreement, this Act, or the proposed judgment and decree referred to in section 14(a)(7) of this Act, the United States, on behalf of the Shivwits Band and the Paiute Indian Tribe of Utah acting on behalf of the Shivwits Band, waives and releases the following:

(1) All claims for water rights or injuries to water rights for lands within the Shivwits Reservation that accrued at any time up to and including the effective date determined by section 14 of this Act, and any continuation thereafter of any of these claims, that the United States for the benefit of the Shivwits Band may have against Utah, any agency or political subdivision thereof, or any person, entity, corporation, or municipal corporation.

(2) All claims for water rights or injuries to water rights for lands outside of the Shivwits Reservation, where such claims are based on aboriginal occupancy of the Shivwits Band, its members, or their predecessors, that accrued at any time up to and including the effective date determined by section 14 of this Act, and any continuation thereafter of any of these claims, that the United States for the benefit of the Shivwits Band may have against Utah, any agency or political subdivision thereof, or any person,

entity, corporation, or municipal corporation.

(3) All claims for trespass to lands on the Shivwits Reservation regarding the use of Ivins Reservoir that accrued at any time up to and including the effective date determined by section 14 of this Act.

(c) **DEFINITIONS.**—For purposes of this section—

(1) “water rights” means rights under State and Federal law to divert, pump, impound, use, or reuse, or to permit others to divert, pump, impound, use or reuse water; and

(2) “injuries to water rights” means the loss, deprivation, or diminution of water rights.

(d) **SAVINGS PROVISION.**—In the event the waiver and release contained in subsection (b) of this section do not become effective pursuant to section 14, the Shivwits Band and the United States shall retain the right to assert past and future water rights claims as to all lands of the Shivwits Reservation, and the water rights claims and defenses of all other parties to the agreements shall also be retained.

**SEC. 10. WATER RIGHTS AND HABITAT ACQUISITION PROGRAM.**

(a) **IN GENERAL.**—The Secretary is authorized to establish a water rights and habitat acquisition program in the Virgin River Basin—

(1) primarily for the benefit of native plant and animal species in the Santa Clara River Basin which have been listed, are likely to be listed, or are the subject of a duly approved conservation agreement under the Endangered Species Act; and

(2) secondarily for the benefit of native plant and animal species in other parts of the Virgin River Basin which have been listed, are likely to be listed, or are the subject of a duly approved conservation agreement under the Endangered Species Act.

(b) **WATER AND WATER RIGHTS.**—The Secretary is authorized to acquire water and water rights, with or without the lands to which such rights are appurtenant, and to acquire shares in irrigation and water companies, and to transfer, hold, and exercise such water and water rights and related interests to assist the conservation and recovery of any native plant or animal species described in subsection (a).

(c) **REQUIREMENTS.**—Acquisition of the water rights and related interests pursuant to this section shall be subject to the following requirements:

(1) Water rights acquired must satisfy eligibility criteria adopted by the Secretary.

(2) Water right purchases shall be only from willing sellers, but the Secretary may target purchases in areas deemed by the Secretary to be most beneficial to the water rights acquisition program established by this section.

(3) All water rights shall be transferred and administered in accordance with any applicable State law.

(d) **HABITAT PROPERTY.**—The Secretary is authorized to acquire, hold, and transfer habitat property to assist the conservation and recovery of any native plant or animal species described in section 10(a). Acquisition of habitat property pursuant to this section shall be subject to the following requirements:

(1) Habitat property acquired must satisfy eligibility criteria adopted by the Secretary.

(2) Habitat property purchases shall be only from willing sellers, but the Secretary may target purchases in areas deemed by the Secretary to be most beneficial to the habitat acquisition program established by this section.

(e) **CONTRACT.**—The Secretary is authorized to administer the water rights and habitat

acquisition program by contract or agreement with a non-Federal entity which the Secretary determines to be qualified to administer such program. The water rights and habitat acquisition program shall be administered pursuant to the Virgin River Resource Management and Recovery Program.

(f) **AUTHORIZATION.**—There is authorized to be appropriated from the Land and Water Conservation Fund for fiscal years prior to the fiscal year 2004, a total of \$3,000,000 for the water rights and habitat acquisition program authorized in this section. The Secretary is authorized to deposit and maintain this appropriation in an interest bearing account, said interest to be used for the purposes of this section. The funds authorized to be appropriated by this section shall not be in lieu of or supersede any other commitments by Federal, State, or local agencies. The funds appropriated pursuant to this section shall be available until expended, and shall not be expended for the purpose set forth in subsection (a)(2) until the Secretary has evaluated the effectiveness of the instream flow required and provided by the Santa Clara Project Agreement, and has assured that the appropriations authorized in this section are first made available for the purpose set forth in subsection (a)(1).

#### SEC. 11. SHIVWITS BAND TRUST FUND.

(a) **ESTABLISHMENT OF TRUST FUND.**—There is established in the Treasury of the United States a fund to be known as the "Shivwits Band Trust Fund" (hereinafter called the "Trust Fund"). The Secretary shall deposit into the Trust Fund the funds authorized to be appropriated in subsections (b) and (c). Except as otherwise provided in this Act, the Trust Fund principal and any income accruing thereon shall be managed in accordance with the American Indian Trust Fund Management Reform Act (108 Stat. 4239; 25 U.S.C. 4001 et seq.).

(b) **AUTHORIZATION.**—There is authorized to be appropriated a total of \$20,000,000, for fiscal years prior to the fiscal year 2004 for the following purposes:

(1) \$5,000,000, which shall be made available to the Shivwits Band from the Trust Fund for purposes including but not limited to those that would enable the Shivwits Band to put to beneficial use all or part of the Shivwits Water Right, to defray the costs of any water development project in which the Shivwits Band is participating, or to undertake any other activity that may be necessary or desired for implementation of the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, the Settlement Agreement, or for economic development on the Shivwits Reservation.

(2) \$15,000,000, which shall be made available by the Secretary and the Shivwits Band to St. George for the St. George Water Reuse Project, in accordance with the St. George Water Reuse Project Agreement.

(c) **SHARE OF CERTAIN COSTS.**—There is authorized to be appropriated to the Trust Fund in fiscal years prior to the fiscal year 2004 a total of \$1,000,000 to assist with the Shivwits Band's proportionate share of operation, maintenance, repair, and replacement costs of the Santa Clara Project as provided for in the Santa Clara Project Agreement.

(d) **USE OF THE TRUST FUND.**—Except for the \$15,000,000 appropriated pursuant to subsection (b)(2), all Trust Fund principal and income accruing thereon may be used by the Shivwits Band for the purposes described in subsections (b)(1) and (c). The Shivwits Band, with the approval of the Secretary, may withdraw the Trust Fund and deposit it in a mutually agreed upon private financial institution. That withdrawal shall be made pursuant to the American Indian Trust Fund Management Reform Act of 1994 (25 U.S.C.

4001 et seq.). If the Shivwits Band exercises its right pursuant to this subsection to withdraw the Trust Fund and deposit it in a private financial institution, except as provided in the withdrawal plan, neither the Secretary nor the Secretary of the Treasury shall retain any oversight over or liability for the accounting, disbursement, or investment of the funds.

(e) **NO PER CAPITA PAYMENTS.**—No part of the principal of the Trust Fund, or of the income accruing thereon, or of any revenue generated from any water use subcontract, shall be distributed to any member of the Shivwits Band on a per capita basis.

(f) **LIMITATION.**—The moneys authorized to be appropriated under subsections (b) and (c) shall not be available for expenditure or withdrawal by the Shivwits Band until the requirements of section 14 have been met so that the decree has become final and the waivers and releases executed pursuant to section 9(b) have become effective. Once the settlement becomes effective pursuant to the terms of section 14 of this Act, the assets of the Trust Fund belong to the Shivwits Band and are not returnable to the United States Government.

#### SEC. 12. ENVIRONMENTAL COMPLIANCE.

(a) **NATIONAL ENVIRONMENTAL POLICY ACT.**—Signing by the Secretary of the St. George Water Reuse Project Agreement, the Santa Clara Project Agreement, or the Settlement Agreement does not constitute major Federal action under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

(b) **OTHER REQUIREMENTS.**—The Secretary shall comply with all aspects of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), and other applicable environmental laws in implementing the terms of the St. George Water Reuse Agreement, the Santa Clara Project Agreement, the Settlement Agreement, and this Act.

#### SEC. 13. MISCELLANEOUS PROVISIONS.

(a) **OTHER INDIAN TRIBES.**—Nothing in the Settlement Agreement or this Act shall be construed in any way to quantify or otherwise adversely affect the land and water rights, claims, or entitlements to water of any Indian tribe, pueblo, or community, other than the Shivwits Band and the Paiute Indian Tribe of Utah acting on behalf of the Shivwits Band.

(b) **PRECEDENT.**—Nothing in this Act shall be construed or interpreted as a precedent for the litigation of reserved water rights or the interpretation or administration of future water settlement Acts.

(c) **WAIVER OF SOVEREIGN IMMUNITY.**—Except to the extent provided in subsections (a), (b), and (c) of section 208 of the Department of Justice Appropriation Act, 1953 (43 U.S.C. 666), nothing in this Act may be construed to waive the sovereign immunity of the United States. Furthermore, the submission of any portion of the Settlement Agreement to the District Court in the Virgin River Adjudication shall not expand State court jurisdiction or expand in any manner the waiver of sovereign immunity of the United States in section 666 of title 43, United States Code, or any other provision of Federal law.

(d) **APPRAISALS.**—Notwithstanding any other law to the contrary, the Secretary is authorized to approve any right-of-way appraisal which has been completed in accordance with the provisions of the Santa Clara Project Agreement.

#### SEC. 14. EFFECTIVE DATE.

(a) **IN GENERAL.**—The waiver and release contained in section 9(b) of this Act shall become effective as of the date the Secretary causes to be published in the Federal Register a statement of findings that—

(1) the funds authorized by sections 11(b) and 11(c) have been appropriated and deposited into the Trust Fund;

(2) the funds authorized by section 10(f) have been appropriated;

(3) the St. George Water Reuse Project Agreement has been modified to the extent it is in conflict with this Act and is effective and enforceable according to its terms;

(4) the Santa Clara Project Agreement has been modified to the extent it is in conflict with this Act and is effective and enforceable according to its terms;

(5) the Settlement Agreement has been modified to the extent it is in conflict with this Act and is effective and enforceable according to its terms;

(6) the State Engineer of Utah has taken all actions and approved all applications necessary to implement the provisions of the St. George Water Reuse Agreement, the Santa Clara Project Agreement, and the Settlement Agreement, from which no further appeals may be taken; and

(7) the court has entered a judgment and decree confirming the Shivwits Water Right in the Virgin River Adjudication pursuant to Utah Rule of Civil Procedure 54(b), that confirms the Shivwits Water Right and is final as to all parties to the Santa Clara Division of the Virgin River Adjudication and from which no further appeals may be taken, which the United States and Utah find is consistent in all material aspects with the Settlement Agreement and with the proposed judgment and decree agreed to by the parties to the Settlement Agreement.

(b) **DEADLINE.**—If the requirements of paragraphs (1) through (7) of subsection (a) are not completed to allow the Secretary's statement of findings to be published by December 31, 2003—

(1) except as provided in section 9(d), this Act shall be of no further force and effect; and

(2) all unexpended funds appropriated under section 11(b) and (c), together with all interest earned on such funds shall revert to the general fund of the United States Treasury on October 1, 2004.

The **SPEAKER** pro tempore. Pursuant to the rule, the gentleman from Utah (Mr. HANSEN) and the gentleman from California (Mr. GEORGE MILLER) each will control 20 minutes.

The Chair recognizes the gentleman from Utah (Mr. HANSEN).

Mr. HANSEN. Mr. Speaker, I yield myself such time as I may consume.

(Mr. HANSEN asked and was given permission to revise and extend his remarks.)

Mr. HANSEN. Mr. Speaker, I rise in strong support of H.R. 3291.

As anyone from the Western part of our great Nation can tell you, water is one of the most critical factors to our communities. This said, disputes over water are difficult to resolve and the outcomes rarely satisfy anyone. Today we have the opportunity to resolve potentially heated disputes and bring about a solution that will uncharacteristically satisfy all parties involved.

I introduced H.R. 3291 to provide for the settlement of the water rights claims of the Shivwits Band of the Paiute Indians. On July 21, 1980, the controversy over water came to a head when the State of Utah initiated a statutory adjudication of water rights within the drainage of the Virgin River, including the Santa Clara River. The United States, as trustee for the Shivwits Band, filed a water user claim in the ongoing statutory adjudication of

water rights in Washington County claiming a right to 11,355 acre feet of water for the benefit of the Shivwits. However, due to the time and expense of such adjudication, the parties have entered into agreements to resolve the water rights claims by construction of two water projects that will stabilize the erratic flow of the Santa Clara River and guarantee 4,000 acre-feet of water per year to the Shivwits. This stabilization of the water flow will not only help alleviate water shortages and bring an end to the water claim dispute, but also provide much needed water for endangered fish.

Along with the two water projects, H.R. 3291, authorizes the Secretary of Interior to create a water rights and habitat acquisition program. This program would be established in the Virgin River Basin for the benefit of species, primarily in the Santa Clara River Basin and secondarily in other parts of the Virgin River, Basin, which have been listed, are likely to be listed, or are the subject of a conservation agreement under the Endangered Species Act. Acquisition of water rights and habitat property must be from willing sellers and would be funded by an appropriation of \$3 million.

Mr. Speaker, in conclusion I would like to thank Resources Chairman, Don Young, for his leadership in the Committee and I urge my colleagues to support this bill.

Mr. GEORGE MILLER of California. Mr. Speaker, I yield myself such time as I may consume.

(Mr. GEORGE MILLER of California asked and was given permission to revise and extend his remarks.)

Mr. GEORGE MILLER of California, Mr. Speaker, I rise in strong support of H.R. 3291.

Mr. Speaker, H.R. 3291 provides for the settlement of the water rights claims of the Shivwits Band of the Paiute Indian Tribe of Utah. The bill would make 2,000 acre-feet of water available annually to the Shivwits Band of the Paiute Indian Tribe. The water would be diverted from the water reclamation facility in St. George, Utah.

This settlement will provide the tribe with a significant and long-overdue economic boost.

We have no objections to the legislation.

Mr. Speaker, I have no further requests for time, and I yield back the balance of my time.

Mr. HANSEN. Mr. Speaker, I have no further requests for time, and I yield back the balance of my time.

The SPEAKER pro tempore. The question is on the motion offered by the gentleman from Utah (Mr. HANSEN) that the House suspend the rules and pass the bill, H.R. 3291, as amended.

The question was taken; and (two-thirds having voted in favor thereof) the rules were suspended and the bill, as amended, was passed.

A motion to reconsider was laid on the table.

#### GREAT APE CONSERVATION ACT OF 2000

Mr. HANSEN. Mr. Speaker, I move to suspend the rules and pass the bill (H.R. 4320) to assist in the conservation of great apes by supporting and providing financial resources for the conservation programs of countries within

the range of great apes and projects of persons with demonstrated expertise in the conservation of great apes, as amended.

The Clerk read as follows:

H.R. 4320

*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 "Great Ape Conservation Act of 2000".*

#### SEC. 2. FINDINGS AND PURPOSES.

(a) FINDINGS.—Congress finds that—

(1) great ape populations have declined to the point that the long-term survival of the species in the wild is in serious jeopardy;

(2) the chimpanzee, gorilla, bonobo, orangutan, and gibbon are listed as endangered species under section 4 of the Endangered Species Act of 1973 (16 U.S.C. 1533) and under Appendix I of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (27 UST 1087; TIAS 8249);

(3) because the challenges facing the conservation of great apes are so immense, the resources available to date have not been sufficient to cope with the continued loss of habitat due to human encroachment and logging and the consequent diminution of great ape populations;

(4) because great apes are flagship species for the conservation of the tropical forest habitats in which they are found, conservation of great apes provides benefits to numerous other species of wildlife, including many other endangered species;

(5) among the threats to great apes, in addition to habitat loss, are population fragmentation, hunting for the bushmeat trade, live capture, and exposure to emerging or introduced diseases;

(6) great apes are important components of the ecosystems they inhabit, and studies of their wild populations have provided important biological insights;

(7) although subsistence hunting of tropical forest animals has occurred for hundreds of years at a sustainable level, the tremendous increase in the commercial trade of tropical forest species is detrimental to the future of these species; and

(8) the reduction, removal, or other effective addressing of the threats to the long-term viability of populations of great apes in the wild will require the joint commitment and effort of countries that have within their boundaries any part of the range of great apes, the United States and other countries, and the private sector.

(b) PURPOSES.—The purposes of this Act are—

(1) to sustain viable populations of great apes in the wild; and

(2) to assist in the conservation and protection of great apes by supporting conservation programs of countries in which populations of great apes are located and by supporting the CITES Secretariat.

#### SEC. 3. DEFINITIONS.

In this Act:

(1) CITES.—The term "CITES" means the Convention on International Trade in Endangered Species of Wild Fauna and Flora, done at Washington March 3, 1973 (27 UST 1087; TIAS 8249), including its appendices.

(2) CONSERVATION.—The term "conservation"—

(A) means the use of methods and procedures necessary to prevent the diminution of, and to sustain viable populations of, a species; and

(B) includes all activities associated with wildlife management, such as—

(i) conservation, protection, restoration, acquisition, and management of habitat;

(ii) in-situ research and monitoring of populations and habitats;

(iii) assistance in the development, implementation, and improvement of management plans for managed habitat ranges;

(iv) enforcement and implementation of CITES;

(v) enforcement and implementation of domestic laws relating to resource management;

(vi) development and operation of sanctuaries for members of a species rescued from the illegal trade in live animals;

(vii) training of local law enforcement officials in the interdiction and prevention of the illegal killing of great apes;

(viii) programs for the rehabilitation of members of a species in the wild and release of the members into the wild in ways which do not threaten existing wildlife populations by causing displacement or the introduction of disease;

(ix) conflict resolution initiatives;

(x) community outreach and education; and

(xi) strengthening the capacity of local communities to implement conservation programs.

(3) FUND.—The term "Fund" means the Great Ape Conservation Fund established by section 5.

(4) GREAT APE.—The term "great ape" means a chimpanzee, gorilla, bonobo, orangutan, or gibbon.

(5) MULTINATIONAL SPECIES CONSERVATION FUND.—The term "Multinational Species Conservation Fund" means such fund as established in title I of the Department of the Interior and Related Agencies Appropriations Act, 1999, under the heading "MULTINATIONAL SPECIES CONSERVATION FUND".

(6) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

#### SEC. 4. GREAT APE CONSERVATION ASSISTANCE.

(a) IN GENERAL.—Subject to the availability of funds and in consultation with other appropriate Federal officials, the Secretary shall use amounts in the Fund to provide financial assistance for projects for the conservation of great apes for which project proposals are approved by the Secretary in accordance with this section.

(b) PROJECT PROPOSALS.—

(1) ELIGIBLE APPLICANTS.—A proposal for a project for the conservation of great apes may be submitted to the Secretary by—

(A) any wildlife management authority of a country that has within its boundaries any part of the range of a great ape if the activities of the authority directly or indirectly affect a great ape population;

(B) the CITES Secretariat; or

(C) any person or group with the demonstrated expertise required for the conservation of great apes.

(2) REQUIRED ELEMENTS.—A project proposal shall include—

(A) a concise statement of the purposes of the project;

(B) the name of the individual responsible for conducting the project;

(C) a description of the qualifications of the individuals who will conduct the project;

(D) a concise description of—

(i) methods for project implementation and outcome assessment;

(ii) staff and community management for the project; and

(iii) the logistics of the project;

(E) an estimate of the funds and time required to complete the project;

(F) evidence of support for the project by appropriate governmental entities of the countries in which the project will be conducted, if the Secretary determines that such support is required for the success of the project;

(G) information regarding the source and amount of matching funding available for the project; and

(H) any other information that the Secretary considers to be necessary for evaluating the eligibility of the project for funding under this Act.

(c) PROJECT REVIEW AND APPROVAL.—

(1) IN GENERAL.—The Secretary shall—

(A) not later than 30 days after receiving a project proposal, provide a copy of the proposal to other appropriate Federal officials; and