

Send comments to Nancy Pearce, SAMHSA Reports Clearance Officer, Room 16-105, Parklawn Building, 5600 Fishers Lane, Rockville, MD 20857. Written comments should be received within 60 days of this notice.

Dated: October 21, 1998.

Richard Kopanda,

Executive Officer, Substance Abuse and Mental Health Services Administration.

[FR Doc. 98-28818 Filed 10-27-98; 8:45 am]

BILLING CODE 4162-20-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Notice of Partial Settlement and Hearing

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: Notice of the Proposed Partial Settlement and Hearing is being mailed to each class member. The notice is set forth below. It consists of nine parts and describes the purpose, general nature of claim and action, definition of the class, the proposed settlement agreement, proposed deductions, payment and distribution of the Common Fund, dismissal and release of settled claims, right to object, examination of papers and additional information.

FOR FURTHER INFORMATION CONTACT: Class Counsel: Michael P. Gross, Lead Counsel, Law Offices of Michael P. Gross, 347 East Palace Avenue, Post Office Box 1447, Santa Fe, New Mexico 87504-1447. Telephone number: (505) 988-8979. Facsimile: (505) 983-7508. E-Mail address: mpgross@santa-fe.net; or Co-Counsel: C. Bryant Rogers, Roth, VanAmberg, Rogers, Ortiz, Fairbanks & Yepa, LLP, Post Office Box 1447, Santa Fe, New Mexico 87504-1447. Telephone number: (505) 988-8979.

SUPPLEMENTARY INFORMATION: The Notice of Proposed Partial Settlement and Hearing in *Ramah Navajo Chapter, for itself and on behalf of a class of persons who are similarly situated v. Bruce Babbitt, Secretary of the Interior, Kevin Gover, Assistant Secretary for Indian Affairs, Robert J. Williams, Acting Inspector General, U.S. Department of the Interior, and the United States of America* (No. CIV90-0957 LH/WWD), before the United States District Court for the District of New Mexico, reads as set forth below.

Dated: October 22, 1998.

Bettie Rushing,

Acting Director, Office of Tribal Services.

Ramah Navajo Chapter, for Itself and on Behalf of a Class of Persons Who Are Similarly Situated v. Bruce Babbitt, Secretary of the Interior, Kevin Gover, Assistant Secretary for Indian Affairs, Robert J. Williams, Acting Inspector General, U.S. Department of the Interior, and the United States of America (No. CIV90-0957 LH/WWD)

Notice of Proposed Partial Settlement and Hearing as a Contractor, Grantee or Compactor under the Indian Self-Determination and Education Assistance Act (Pub. L. 93-638), as amended, you may be entitled to a payment from a proposed partial settlement in this case. Important legal rights are involved and you should read this notice carefully and confer with your own legal counsel.

I. Purpose of This Notice

A proposed partial settlement of damage claims for certain shortfalls in indirect costs (contract support) on Indian Self-Determination and Education Assistance Act (ISDEAA) contracts, grants or compacts for Fiscal Years 1989 through 1993 have been agreed upon by the Plaintiffs and Defendants in the above-styled class action now pending in the United States District Court for the District of New Mexico. The purpose of this Notice is to inform each Class Member about the proposed partial settlement including the amount of the settlement, who is a Class Member, how the settlement amount will be distributed, which claims are being settled and released, how to participate in the settlement, what the settlement proceeds may be used for, how to object to the settlement and application for attorney's fees if you wish, and how to get more information. A hearing on the proposed partial settlement and application for attorney's fees and expenses is scheduled for 1:30 p.m. on December 2, 1998, at the U.S. Courthouse and Office Building, 5th Street and Gold Avenue, NW, Albuquerque, New Mexico, before the Honorable C. Le Roy Hansen, District Judge. [The Federal District Court is scheduled to move to new quarters at 4th Street and Lomas Boulevard in Albuquerque some time in November. To be certain of the location for this hearing please call the Clerk's Office at (505) 248-8052.] Please do not contact the court or the court clerk concerning this Notice or the Lawsuit, except as otherwise provided herein.

II. General Nature of the Claim and the Action

In October 1990, following enactment of the 1988 amendments to ISDEAA Pub. L. 100-472, the Ramah Navajo Chapter (RNC) filed this Action to recover unpaid indirect costs (IDC) from the BIA on its Pub. L. 93-638 contracts. The claim arose when, despite these amendments, the BIA failed to adjust its method for computing RNC's indirect cost rate based on OMB Circular A-87. That method required inclusion of funding from other federal agencies in the direct cost base, which in turn produced a lower IDC rate with consequent reduction in IDC recovery contrary to the provisions of Pub. L. 100-472.

After certifying a class action, the District Court dismissed Plaintiffs' claims by granting the Government's motion for summary judgment. Plaintiffs appealed. On May 8, 1997, the United States Court of Appeals for the Tenth Circuit reversed and remanded the case for determination of damages and injunctive relief. *Ramah Navajo Chapter v. Lujan*, 112 F. 3d 1455 (10th Cir. 1997).

Since September 1997, the parties have been engaged in settlement negotiations. They have formally met over seven times in Washington, D.C., New Mexico and elsewhere, each occasion averaging two or more days, and have conferred informally throughout. For the break-through session in Tempe, Arizona, the parties jointly retained a private mediator. The session lasted four days. Observers to the negotiations included representatives from the National Congress of American Indians (NCAI), the United South and East Tribes, Inc. (USET), and the Oglala Sioux Tribe. In addition, from October 1997 through September 1998, Class Counsel attended several conferences sponsored by NCAI, USET, the self-governance tribes, the IHS work group on contract support, the Billings Area Tribal Chairmen's organization, and the Bureau of Indian Affairs Budget Review Meeting in Palm Springs, California. Counsel also met with individual tribes in an effort to keep the class informed of the progress of negotiations and to seek input on the proposed agreement. Major law firms in the Indian law field have also been kept informed and were consulted about the negotiations and final form of agreement. Additionally, Class Counsel have been involved in discussions with Congressional Committees about the settlement and are participating in meetings sponsored by NCAI on indirect costs/contract support, aiming toward

reforms of the entire indirect cost system.

III. Definition of the Class

The class consists of all Indian tribes and entities which have contracted, received grants, or compacted under ISDEAA with the Bureau of Indian Affairs at any time since the beginning of Fiscal Year 1989 (October 1, 1988) and which had an indirect cost rate agreement with the Office of Inspector General of the Department of the Interior or a lump sum agreement for contract support with the BIA. Only Class Members in existence prior to the end of Federal Fiscal Year 1993 are eligible for a distribution from this settlement, although newer Class Members may be eligible for shares in a future settlement or judgment, if any.

Four tribes filed timely notices of their desire to opt-out of the action and, therefore, were not a part of the Class when the Tenth Circuit issued its decision. These are the Navajo Nation, the Confederated Tribes of Siletz, the Eastern Shoshone Tribe, and the White Mountain Apache Tribe. The first three of these tribes have filed motions to be readmitted to the class. Their motions are still pending. None of the opt-out tribes will participate in or be bound by the proposed settlement. The proposed settlement agreement provides that should Defendants and Plaintiffs agree to reentry of the opt-outs into the class they will do so only on condition that there be (1) no dilution of the common fund provided by the settlement for existing Class Members, (2) proportionate sharing of costs, fees and expenses by the readmitted opt-outs, and (3) no preferential treatment for any of the opt-outs.

Only new Class Members (those who became Class Members after April 12, 1994) may opt-out of the Class at this time. To do so they must actually file a notice to opt-out with the court within thirty (30) days of the mailing of this notice, or the date of newspaper publication of this notice, whichever is later, and serve a copy on Defendants' and Plaintiffs' legal counsel whose names and addresses appear at the end of this Notice. In such event, the opt-out entity shall not be bound by or receive any benefits from any judgment or order for relief which may be determined during the balance of this case. All Class Members, except new Class Members who timely file a notice to opt-out, shall be bound by this proposed Partial Settlement Agreement, if approved, including the Release, and by any rulings, orders or judgments in the case which may be entered in future.

IV. The Proposed Settlement Agreement

This is a partial settlement of Plaintiffs' Cause of Action covering only the years FY 1989 through FY 1993. All claims of any nature which arose or arise after FY 1993 are not part of this settlement and are not to be released.

By terms of the proposed Partial Settlement Agreement, the Defendants agree to entry of a judgment against them in the amount of Seventy-Six Million Two Hundred Thousand Dollars and No Cents (\$76,200,000.00), plus pre-judgment interest on this amount from July 1, 1998, until the date the judgment approving the settlement is entered at the interest rate set by the Contract Disputes Act ("CDA"), all of which is the "judgment amount". Thereafter, post-judgment interest will accrue on the combined total of the judgment amount plus accrued CDA interest at the post-judgment interest rate set by statute. Because of its initiative in bringing this case, its risk of nonrecovery of litigation expenses it incurred, and for advancing the public interest, the named Plaintiff Ramah Navajo Chapter will receive a lump sum payment from the class common fund of \$400,000.00 plus interest as its full share from the judgment amount. This sum represents the named Plaintiff's actual shortfall in indirect costs for the settlement years plus expenses in connection with the case. The remaining amount of \$75,800,000.00, plus accrued interest, is the Gross Common Fund. The remainder of the judgment amount after deduction of the RNC lump sum payment shall be reduced by the fees, costs and expenses approved by the court. After these deductions the remaining balance will be the Net Common Fund available for distribution to all other Class Members.

Proceeds from the settlement received by Class Members may be used for any lawful purpose or expenditure (direct or indirect) which would be permitted under any self-determination contract under Section 102 of ISDEAA, as amended. Ramah Navajo Chapter is permitted, consistent with its organic documents, to expend any or all of the sums it receives from the settlement as authorized by ISDEAA.

By operation of law this settlement will be paid from the Judgment Fund pursuant to 31 U.S.C. Sec. 1304 and 41 U.S.C. Sec. 612. No issue or claim concerning any possible payback of the Judgment Fund under 41 U.S.C. 612(c) is part of the Settled Claims which are to be released. The Partial Settlement Agreement includes a detailed description of this matter including Plaintiffs' position that no payback

could be legally or equitably required from tribal programs, and Defendants' statement that the issue is not ripe and their expression of shared concern. The agreement obligates the Government to take actions to support reasonable efforts to minimize or eliminate this possible problem. Defendants also bind themselves not to make a payback if not required to do so and to give advance notice to Class Counsel and publish in the **Federal Register** any decision to pay back the Judgment Fund.

V. Proposed Deductions

Under the terms of the proposed Partial Settlement Agreement the Judgment Amount will first be reduced by the Ramah Navajo Chapter's separate settlement of \$400,000.00 plus accrued interest. That amount shall be paid without deduction to the RNC in recognition of its initiative in filing this suit, pursuing and sustaining the suit, incurring the risk of non-reimbursement of its expenses in the suit, and vindicating the public policy of The Indian Self-Determination Act. The resulting Gross Common Fund will be further reduced as follows:

1. \$250,000 will be contracted by the Class to NCAI for the purpose of conducting a study of the entire issue of indirect costs and contract support as it relates to ISDEAA. The terms and conditions of this award will be negotiated in good faith by Class Counsel and NCAI, with Class Counsel having the right to audit the expenditures of NCAI for this study.

2. A Reserve of \$1,000,000 will also be deducted to pay the actual and estimated costs to distribute the Net Common Fund. Class Counsel will retain an independent CPA firm to manage the distribution and allocation. After such distribution, the court will determine whether there is enough money in the Reserve to warrant a second distribution to the class. If there is, the same method used in the initial distribution will be employed. If the court concludes that there is not enough money to make a second distribution economically feasible it will determine, on application, whether and how any money remaining in the Reserve should be disbursed and to whom (an intertribal organization or charity). The Reserve will be augmented on a monthly basis by interest earned on the Net Common Fund before it is distributed, less the fees and costs of managing the funds by a bank, broker, or similar custodian. Class Counsel will be allowed to apply to the Court periodically for drawdowns from the Reserve to pay for on-going expenses of administering the Gross and Net

Common Funds including the Independent CPA who will manage the distribution and allocation, the Class' expert accountant and statistician and other expenses associated with managing the Distribution/Allocation methodology set forth in Appendix D to the agreement. However, no additional attorney's fees will be paid for the services of Class Counsel in connection with the Distribution/Allocation methodology.

3. For achieving this partial settlement and recovering the Gross Common Fund for the benefit of the Class, Class Counsel are entitled to an award of attorney's fees, costs and expenses in an amount to be determined by the Court. Class Counsel intend to apply for Court approval of an award of attorney's fees in the amount of 12.5% of the Gross Common Fund plus gross receipts tax. This amount includes all fees for all services in connection with the Settled Claims rendered from the inception of this case in 1989 to the present and all services to be rendered in connection with the distribution of the Net Common Fund and any defense of the settlement as against a payback under 41 U.S.C. 612(c). Class Counsel also intend to seek Court approval of an award of expenses incurred to the date of application in an amount not to exceed \$170,000.00, plus supplemental costs to date of settlement hearing upon application by Class Counsel and approval of the Court. Class Counsel also seeks any interest which may accrue on the award of attorney's fees, tax and costs. Class Counsel has reserved the right to seek an award of attorney's fees and expenses for services performed in connection with any matters other than achieving and defending this Partial Settlement Agreement and overseeing the distribution of the Net Common Fund.

4. The Net Common Fund shall be distributed to the Class Members according to Appendix D to the Partial Settlement Agreement, see below.

VI. Payment and Distribution of the Common Fund

When received, the Judgment Amount plus interest will be placed in a trust account and prudently deposited and invested according to the Standards in Appropriations Act for Department of the Interior and Related Agencies for FY 1998, Pub. L. 105-83, Sec. 112, so that the settlement monies will earn interest before distribution. Class Counsel and the Independent CPA (to be hired by Class Counsel through a competitive process) will file reports with the court as to the status of the account, all as

required by the Partial Settlement Agreement.

The Net Common Fund will be distributed according to Appendix D to the agreement, Distribution/Allocation Methodology. This method will be based on each Class Member's other-federal-agency funding (other than IHS) compared with the class' total other-federal-agency-funding (other than IHS) for each of the five settlement years. Class Members will be asked to submit data to the Independent CPA. If such data is missing, the CPA will attempt to secure the information from other sources including Defendants. Class Counsel are given the right, after Notice to the Class, to apply to the court for modification or replacement of this system if it proves unworkable.

Further notices to each Class Member and publication in the **Federal Register** by the BIA will be made following final Court approval of the settlement. Do not send any documents yet. You will be notified what, when and where to send information after the proposed settlement is approved by the court.

There may be Class Members who did not receive funding from any other federal agency or who did not become Class Members until after the settlement years. In this case, no share will be distributed to that Class Member, because the distribution methodology tracks the legal theory which was litigated, i.e., the inclusion of other-federal-agency-funds in the direct cost base in the settlement years.

VII. Dismissal and Release of Settled Claims

Upon approval by the Court of this Partial Settlement Agreement, the portion of Plaintiffs' Cause of Action for the settlement years will be dismissed with prejudice as part of the judgment to be entered by the Court.

Upon payment of the settlement amount plus accrued interest by the Defendants and their fulfillment of the other terms and conditions of the settlement, the Named Plaintiff Ramah Navajo Chapter on its own behalf and Class Counsel on behalf of the Plaintiff Class shall release the Defendants from the Settled Claims as defined in the Partial Settlement Agreement which reserves other claims as defined in the agreement.

In summary form, the release and dismissal will cover all claims for shortfalls of indirect costs of Class members for the settlement years, FY 1989 through FY 1993, except for reserved claims which include:

1. Future equitable or injunctive relief;

2. Any and all claims against the Defendants and all federal agencies arising for Fiscal Year 1994 and forward, including any issue arising from the judgment fund provision in 41 U.S.C. 612(c);

3. Any and all claims against IHS for underpayment of indirect costs or contract support under ISDEAA except those based on the other-agency-funding methodology for the settlements years;

4. Any and all claims against BIA based on a computational or mathematical error; failure to pay indirect cost obligations already acknowledged in writing by BIA; or failure to pay such costs based on BIA's assertion of insufficiency of appropriations; and

5. Any and all individual claims which could not be maintained as class actions under FRCP 23.

The judgment and release in the action will apply to and bind all Class Members except for new Class Members who file a timely request for exclusion. If you have any question about whether or how a pending or any prospective claim(s) will be affected by the dismissal and release of the settled claims, you are advised to contact your attorney.

After dismissal of the Settled Claims the portions of Plaintiffs' Cause of Action remaining for resolution in this case are (1) prospective declaratory, injunctive or other equitable relief, and (2) monetary relief for the years Fiscal Year 1994 forward. A stipulated order has been presented to the Court regarding equitable relief. The order requires periodic reports to the Court describing progress made in consultation with BIA, IHS, and Congress toward a general reform of the indirect cost system.

VIII. Right to Object

Any Class Member who objects to any of the terms of the proposed partial settlement or the proposed attorneys' fees and costs, and who has not excluded itself from the class, may file a written objection with Mr. Robert C. March, Court Clerk, U.S. District Court for the District of New Mexico, P.O. Box 689, Federal Bldg. & U.S. Courthouse, 500 Gold Avenue, SW, Albuquerque, New Mexico 87103. Any such objection must be received by the clerk of the court on or before thirty (30) days of the date of mailing of this notice or the date of newspaper publication, whichever is later. Copies of the objection must be served within the same time limit on counsel for plaintiffs and counsel for defendants. The objection must also begin with the following statement: "The (name of entity) objects to the

proposed settlement in *Ramah Navajo Chapter v. Babbitt*, No. CIV 90-0957 LH/WWD." All objections must state the objector's full name, address, and the name and number of this case, and must state in detail the factual basis and legal grounds for the objection. If you wish, you may retain your own counsel, at your expense, to represent you in connection with your objection to the settlement. If you wish to appear at the hearing to approve the settlement and application for fees and expenses, you must also file a written statement of intention to appear with the clerk of court with copies to counsel no later than twenty days prior to the date scheduled for the hearing. All timely written objections will be considered by the Court with or without appearance by the objector at the hearing.

IX. Examination of Papers

You may inspect the proposed Partial Settlement Agreement and the other papers in the record during regular business hours at the office of the Clerk of the Court, U.S. District Court for the District of New Mexico, 5th and Gold, SW, Albuquerque, New Mexico. The settlement agreement with appendices, application for attorney's fees and costs, and other papers in connection with this settlement will be posted on a website for this case: <http://www.RNCclassaction.santa-fe.net>.

X. Additional Information

Please, except as otherwise expressly provided in this notice, do not contact the Court concerning this notice or the lawsuit. If you have any questions, contact either your own attorney or Lead Counsel for the Plaintiffs. If you wish to obtain copies of the Partial Settlement Agreement or the application for attorney's fees and costs you may write or call Class Counsel.

Class Counsel

Michael P. Gross, Lead Counsel, Law Offices of Michael P. Gross; C. Bryant Rogers, Co-Counsel, 347 East Palace Avenue, Post Office Box 1447, Santa Fe, New Mexico 87504-1447, Telephone: 505 988 8979, Facsimile: 505 983 7508, E-mail: mpgross@santa-fe.net

Counsel for Defendants

John W. Zavitz, Assistant U.S. Attorney, Post Office Box 609, Albuquerque, New Mexico 87102-0607, Telephone: 505 224 1505, Facsimile: 505 766 7105

Dated the 5th day of October 1998.

Approved as to form by John W. Zavitz, Assistant U. S. Attorney, Defendant's

Counsel, and Michael P. Gross, Plaintiff's Counsel.

[FR Doc. 98-28783 Filed 10-27-98; 8:45 am]

BILLING CODE 4310-02-W

DEPARTMENT OF THE INTERIOR

Minerals Management Service

Announcement of Minerals Management Service Meeting on Natural Gas Royalty-in-Kind Pilot Program in the Federal Gulf of Mexico Region

AGENCY: Minerals Management Service, Interior.

ACTION: Notice of meeting.

SUMMARY: The Minerals Management Service (MMS) will hold a public meeting with lessees, operators, and payors on royalty-in-kind (RIK) gas produced from a number of Federal leases in the 8(g) zone offshore Texas in MMS's Gulf of Mexico Region (GOMR). The purpose of the meeting is to discuss the operational issues involved in implementing sales of Federal gas production to be taken as royalty-in-kind.

DATES: The meeting will be held on November 10, 1998, from 10:00 a.m. until 5:00 p.m., Central time.

ADDRESSES: The meeting will be held at MMS's Houston Compliance Division Office, in Room 104, at 4141 N. Sam Houston Parkway, Houston, Texas.

FOR FURTHER INFORMATION CONTACT: Mr. Bonn J. Macy, Minerals Management Service, 1849 C Street, NW, MS 4230, Washington, D.C. 20240; telephone number (202) 208-3827; fax (202) 208-3918; e-mail Bonn.Macy@mms.gov.

COMMENTS: Written comments on the meetings or the topics for discussion listed below should be addressed to Mr. Bonn J. Macy at the address given in the **FOR FURTHER INFORMATION** section.

SUPPLEMENTARY INFORMATION: The subject of this Notice is the continuation of MMS's planning process for the Texas 8(g) gas RIK pilot in MMS's GOMR. This is one of three RIK pilot programs MMS is developing based on the recommendations in our 1997 RIK Feasibility Study. The 8(g) zone is a 3-mile wide band of Federal waters that lies directly adjacent to the State's jurisdiction. In the case of Texas, the band begins at 10.35 miles and extends out 3 miles. The objective of the Texas 8(g) GOMR pilot program for Federal gas is, as with all three pilots, to test the effectiveness of RIK for collecting Federal oil and gas royalties. Operators of affected Federal leases and associated

communication/unit agreements have been directed to deliver royalty volumes in-kind to the Federal Government beginning December 1, 1998. For all other leases or agreements, payors will continue paying royalties based on current requirements.

Topics to be discussed at the meeting are:

1. Overall framework and phases of the Texas 8(g) GOMR pilot.
2. Intent of the pilot.
3. Point of delivery for Federal RIK gas volumes and transportation arrangements.
4. Operator responsibilities:
 - Reporting;
 - Imbalance procedures;
 - Communication with purchaser or agent;
 - Verification of royalty volumes; and
 - Project termination and next phase of the pilot.
5. Federal Government or its agent/purchaser's responsibilities:
 - 100% take of all royalty volumes delivered;
 - Communication with operator;
 - Imbalance procedures; and
 - Reporting.
6. Question and Answer Period.

The operators and payors of affected properties have been notified by MMS of this meeting. If you are the operator or lessee of an affected property, you are urged to attend or send representative(s) to the November 10, 1998, meeting to discuss these issues at the location provided under **ADDRESSES** in this Notice.

Dated: October 23, 1998.

Walter D. Cruickshank,
Associate Director for Policy and Management Improvement.

[FR Doc. 98-28910 Filed 10-27-98; 8:45 am]

BILLING CODE 4310-MR-M

DEPARTMENT OF THE INTERIOR

National Park Service

Zion National Park, Utah; Order Adjusting the Boundary of Zion National Park to Include and Exclude Certain Lands

AGENCY: National Park Service, Interior.

ACTION: Notice.

SUMMARY: Pursuant to the authority contained in Public Law 104-333, November 12, 1996, (110 Stat. 4105), and as certain lands authorized to be acquired and conveyed by exchange by the Secretary of the Interior have now been so exchanged, the boundaries of Zion National Park are being revised accordingly.