



**FISCAL YEARS 2009–2011 FUNDING AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
AND THE
CONFEDERATED SALISH AND KOOTENAI TRIBES
OF THE FLATHEAD RESERVATION**

Section 1. Nature of Document, Parties

This is an annual funding agreement (“AFA”) between the United States Fish and Wildlife Service (“Service”), a bureau of the United States Department of the Interior (“Department”), and the Confederated Salish and Kootenai Tribes of the Flathead Indian Reservation (“CSKT”) (hereinafter referred to collectively as the “Parties”). The CSKT is a federally-recognized Indian Tribe represented by its Tribal Council, participating in the Tribal Self-Governance Program established by the Secretary of the Interior (“Secretary”) under the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 450-450n, as amended by § 204 of the Tribal Self-Governance Act of 1994, now codified at 25 U.S.C. §§ 458aa-458hh.

The Parties will work together, and the CSKT will perform each Activity covered by this AFA, to ensure that the National Bison Range Complex (“NBRC”) is managed as part of the National Wildlife Refuge System (“NWRS”) and consistent with: the National Wildlife Refuge System Administration Act, 16 U.S.C. §§ 668dd and 668ee, as amended; NWRS regulations found at 50 C.F.R. Chapter 1, Subchapter C; the policies of the Service as found in the Service Manual and Refuge Manual; and the Operational Standards provided by Service line officers responsible for administration of the NWRS within the Mountain-Prairie Region (Region 6) of the Service.

Section 2. Purpose

A. Recognize Partnership; Fund and Perform Activities. The purpose of this AFA is to recognize and formalize the partnership between the Service and the CSKT in operating and maintaining all programs of the NBRC. The Parties are committed to a partnership that: 1) is an on-the-ground partnership with Service and CSKT Employees working together on the NBRC to accomplish common goals and objectives to benefit wildlife, habitat and people; 2) provides the CSKT with a substantive role in the day-to-day management of programs of the NBRC, thereby furthering Federal Tribal Self-Governance policy; and 3) leverages the complementary resources and abilities of the Parties to manage the NBRC as a unit of NWRS, and better serve the natural resources of the NBRC, the people of the CSKT, and all Americans. This partnership facilitates achievement of Department objectives for both its NWRS and Tribal Self-Governance programs. This AFA establishes the responsibilities of the Parties and the terms and conditions under which the Service will collectively fund and the CSKT will perform programs, services, functions, and activities, or portions thereof (Activities) at the NBRC. The Secretary has identified some of the



programs which may be eligible for inclusion in an AFA by list published in the Federal Register at 73 F.R. 16054-55 (March 26, 2008).

B. Recognize and Further Relationship; Significance. This AFA recognizes and furthers: 1) the government-to-government relationship that exists between the Federal government and the recognized Indian Tribes of the United States generally, and the CSKT specifically; and 2) the special geographic, historical, and cultural significance to the CSKT of the NBRC, including CSKT's ownership of the land upon which the Ninepipe and Pablo National Wildlife Refuges are located.

Section 3. Authority, Interpretation and Compliance

A. Authority. This AFA is authorized by: Title IV of the Indian Self-Determination and Education Assistance Act ("Act"), 25 U.S.C. §§ 458aa–hh, as amended by Section 204 of the Tribal Self-Governance Act of 1994; Section 403(c) of the Act, codified at 25 U.S.C. § 458cc(c), which concerns additional activities administered by the Secretary; and Section 403(i)(1) of the Act, 25 U.S.C. Section 458cc(i)(1), which, except as otherwise provided by law, requires the Secretary to interpret each Federal law and regulation in a manner that will facilitate the inclusion of programs, services, functions, and activities ("Activities") in an AFA and the implementation of an AFA.

B. Interpretation. This AFA shall be interpreted consistent with applicable Federal laws and regulations including Title IV of the Act and the Tribal Self-Governance Regulations, and as provided in Section 3.B.2 below (Compliance); Section 18.C (Tribal Administrative Procedures); and Section 18.D (Indian Preference).

C. Compliance. In conducting any Activity covered by this AFA, the CSKT will comply with all applicable Federal and Tribal laws and regulations, and all DOI and Service Operational Standards guiding the management of the NWRS. This provision is not intended to expand the applicability of any Federal or Tribal law or regulation. In case of any conflict between a Federal law or regulation and a Tribal law or regulation, Federal law will govern.

Section 4. Definitions

The following terms and their derivatives have the meanings specified within this Section:

Activity, when capitalized, means a program, service, function, activity, or portion thereof, which the Service agrees to fund and the CSKT agrees to perform at the NBRC under this AFA.

AFA means an annual funding agreement, including all recited attachments, under Title IV of the Indian Self-Determination and Education Assistance Act ("Act").



Affected Federal Employee means a Service employee who:

- A. As of the date of the last approving signature on this AFA, was employed by the Service to perform an Activity;
- B. But for this AFA would continue to perform the Activity during the term of this AFA; and
- C. Whose employment the Service would terminate in the absence of continued employment with the Service or the CSKT as provided in this AFA;

An Affected Federal Employee can also mean a Service employee who formerly worked at the NBRC and whom the Service reassigns to the NBRC under a mutual agreement with CSKT to perform work for CSKT under this AFA. Such employee will have the same employment options available to any other Affected Federal Employee.

Available Property means any equipment, material, or supply the Service makes available for use by the CSKT in performing an Activity, including any horse owned by the United States.

Annual Work Plan or AWP means the jointly-developed and mutually-agreed upon document that identifies the work and projects to be performed to accomplish each Activity for each fiscal year.

Chairman means the Chairman of the CSKT Tribal Council.

CSKT Employee means a person employed by the CSKT to perform an Activity, including a Service employee assigned to work for CSKT under an Intergovernmental Personnel Act (IPA) assignment.

DOI Senior Management Team means the team currently consisting of the: Deputy Secretary; Associate Deputy Secretary; Assistant Secretary-Fish, Wildlife and Parks; Assistant Secretary-Indian Affairs; Director, U.S. Fish & Wildlife Service; Director, Bureau of Indian Affairs; and Associate Solicitor, General Law; or as otherwise constituted by the Department.

IPA means Intergovernmental Personnel Act, codified at 5 U.S.C. §§ 3371-76.

IPA Employee means any Service employee assigned to work for CSKT through an IPA agreement.

National Bison Range means the unit of the National Wildlife Refuge System authorized by Congress in Chapter 192 of the Act of May 23, 1908, at 35 Stat. 267.



National Bison Range Complex, or NBRC, includes the following units of the National Wildlife Refuge System: National Bison Range, Ninepipe National Wildlife Refuge, Pablo National Wildlife Refuge, and the Northwest Montana Wetland Management District in Lake County.

NBRC Baseline Data includes written or other tangible data documenting the existence and/or state of each natural resource of the NBRC (including bison and other wildlife) and each item of real and personal Federal property of the NBRC.

Ninepipe National Wildlife Refuge means the unit of the National Wildlife Refuge System established by the President of the United States by Executive Order 3504 on June 25, 1921.

Operational Standard means a requirement of a law, regulation, written policy, approved written plan, or published Service standard, whether or not existing on the date of execution of this AFA, that governs the performance of an Activity, and which the Service would have to meet if the Service itself performed the Activity.

Pablo National Wildlife Refuge means the unit of the National Wildlife Refuge System established by the President of the United States by Executive Order 3503 on June 25, 1921.

RAPP means Refuge Annual Performance Plan, a database reporting system that forecasts planned, and reports actual, accomplishments for each unit of the National Wildlife Refuge System for each fiscal year.

Refuge Leadership Team means the following team of officials: Refuge Manager; CSKT Deputy Refuge Manager; Service Deputy Refuge Manager; and the CSKT Lead Biologist.

Refuge Manager means the Service line officer in charge of the National Bison Range Complex.

Refuge Supervisor means the Service line officer, located in the Mountain and Prairie Regional Office, with direct supervisory authority over the Refuge Manager.

Region or *Region 6* means the Mountain and Prairie Region of the U.S. Fish and Wildlife Service ("Service"), which includes the states of Montana, Wyoming, Utah, Colorado, Kansas, Nebraska, South Dakota and North Dakota.

Regional Director means the Director of the Mountain and Prairie Region, U.S. Fish and Wildlife Service ("Service").

Secretary means the Secretary of the Interior or her or his authorized representative.

Volunteer means any person who performs work at the NBRC with no, or only nominal, pay, benefits, or other commonly accepted attribute of employment.



Section 5. Physical Area Covered

The physical area covered by this AFA is the NBRC, which lies entirely within the boundaries of the Flathead Indian Reservation. Specifically, the NBRC consists of the following units of the NWRS:

- A. National Bison Range (Org. Code 61540);
- B. Ninepipe National Wildlife Refuge (Org. Code 61541) ;
- C. Pablo National Wildlife Refuge (Org. Code 61542); and
- D. Northwest Montana Wetland Management District in Lake County (Org Code 61544).

Section 6. Activities Covered

A. *Five Categories.* The CSKT will perform Activities in five categories:

1. Management. The Service shall retain the Refuge Manager and Deputy Refuge Manager positions and their associated Activities, subject to this AFA. CSKT shall contract a new Deputy Refuge Manager position and the Administrative Support Assistant position and the associated Activities of those respective positions. As part of the Administrative Support Assistant's Activities, CSKT shall direct the employee in that position to assist the Refuge Manager and the Service's Deputy Refuge Manager in some of their retained administrative duties;
2. Biological Program (including Habitat Management);
3. Fire Program;
4. Maintenance Program; and
5. Visitor Services Program. During the first two years of this AFA (through FY 2010), the Service's Outdoor Recreation Planner shall retain environmental education activities, cooperating association oversight, and volunteer coordination activities (subject to CSKT's selection and direction of volunteers as described in Section 12.G.2.b of this AFA). Environmental education activities shall consist solely of working with outside groups and individuals on educational activities involving the NBRC. Beginning in FY 2011, all the above functions will transfer to the CSKT, and the Outdoor Recreational Planner will become an Affected Federal Employee. Nothing in this Section or this AFA shall preclude the CSKT and Service staffs from working cooperatively on interpretive services or any other Visitor Service Program Activities.

The Activities in the above five categories will be more fully described in each Annual Work Plan as described in Section 7.E below.

B. *Redesign and Reallocation.* The CSKT may redesign any Activity or reallocate funding between Activities with the prior written approval of, and subject to any conditions imposed by, the Refuge Manager.



C. *Activities Retained by the Service.* The Service retains all activities not explicitly covered by this AFA. Subsequent AFA's may include some of those retained activities. The Service will negotiate with the CSKT in good faith to explore and implement opportunities for adding activities to subsequent AFA's.

D. *Absence of Activity from AFA.* The absence from this AFA of any activity at the NBRC is not intended to denote or imply that the activity is an inherently Federal function within the meaning of Section 403k of the Act, codified at 25 U.S.C. Section 458cc(k), and does not preclude subsequent negotiation by the Parties for inclusion of the activity in a subsequent AFA.

Section 7. Management, Direction, and Control

A. *CSKT.* Subject to the final authority of the Refuge Manager, the CSKT will manage the Activities performed by the CSKT.

B. *Refuge Manager.* The Refuge Manager will retain final responsibility and authority for directing and controlling the operation of the NBRC. This authority will be exercised in a collaborative fashion, with full and objective consideration of CSKT recommendations, through the work of the Refuge Leadership Team (see Section 7.D, below). The Refuge Manager shall provide reasonable written notice to CSKT of any changes in direction or prioritization of duties. Unless otherwise agreed upon, and subject to the emergency provisions in Section 16 below, changes or additions to instructions or protocols shall be communicated in writing to the CSKT no later than two weeks in advance of the date the affected Activities are to be performed. Subject to the dispute resolution procedures in Section 19.A below, the Refuge Manager shall retain sole and final authority with respect to the following actions for NBRC:

1. Setting work priorities through the NBRC Annual Work Plan;
2. Approval of any uses of the NBRC by third parties, including secondary uses and economic uses;
3. Signature authority for Appropriate Use Determinations and Compatibility Determinations;
4. Signature authority for Special Use Permits;
5. Expenditure of Federal funds allocated to the NBRC, but not transferred to the CSKT under this AFA;
6. Supervision of Service personnel performing activities retained by the Service;
7. Establishment or modification of regulations for public use that can be accomplished at the field level under 50 C.F.R. Chapter 1, Subchapter C;
8. Final field-level approval of: environmental compliance documents and refuge management plans, including Comprehensive Conservation Plans; step-down management plans; prescribed fire burn plans and go-no-go checklists;
9. Final field-level approval of: emergency operations documents, including Delegations of Authority and Return of Delegated Authority letters associated with incident management and investigation team activities; Wildland Fire Situation Analysis; and Wildland Fire Cost Share agreements; and



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10. Final field-level approval of implementation of any actions concerning necessary security issues and concerns.

C. Deputy Refuge Managers.

1. Each Party will support the management partnership at NBRC by providing a Deputy Refuge Manager. The CSKT and Service Deputies are co-equal positions. Both Deputies are senior staff advisors to the Refuge Manager and provide substantive input to management decision-making at NBRC.
2. In the absence or unavailability of the Refuge Manager, the CSKT and Service Deputy Refuge Managers will alternate serving as Acting Refuge Manager. The Acting Refuge Manager will be responsive to the instructions of the Refuge Supervisor and shall exercise all authorities of the Refuge Manager except those listed in Section 7.B above.
3. The Refuge Leadership Team will determine the allocation of most of the duties between the CSKT and Service Deputy Refuge Managers and specify such in the AWP. A limited number of duties are specifically assigned to either the CSKT or Service Deputy Refuge Manager as follows:
 - a. The CSKT Deputy Refuge Manager will:
 - i. Supervise all CSKT Employees and direct the day-to-day work of employees and Volunteers in the Biological, Maintenance, and Fire Programs and those Activities of the Visitor Services Program that are the responsibility of the CSKT. In the absence of the CSKT Deputy Refuge Manager, a CSKT-designated official will provide day-to-day direction to CSKT Employees and Volunteers. Personnel actions, including management of performance and conduct, for Service employees assigned to CSKT will be handled in accordance with Section 12.E.5.c of this AFA.
 - ii. From the pool of qualified applicants, select Volunteers to work in Activities for which the CSKT is responsible.
 - iii. Perform additional specific duties as negotiated by the Refuge Leadership Team.
 - b. The Service's Deputy Refuge Manager will:
 - i. Supervise and conduct the Law Enforcement Program, including management of conservation easements of NBRC.
 - ii. Supervise any subordinate Service employees not assigned to CSKT.
 - iii. Perform additional specific duties as negotiated by the Refuge Leadership Team.



D. *Refuge Leadership Team*: The Parties will collaborate in the management of the NBRC through the Refuge Leadership Team.

1. The Refuge Leadership Team shall be comprised of the following officials:
 - a. Refuge Manager;
 - b. CSKT Deputy Refuge Manager;
 - c. Service Deputy Refuge Manager; and
 - d. CSKT Lead Biologist
2. Subject to the final authority of the Refuge Manager, the Refuge Leadership Team will jointly write the AWP, set work priorities, and prepare the periodic status reports required under Section 11.D and all other reports required by this AFA or by Service Operational Standards.
3. The Parties recognize that it is impossible to include in the AWP every detail and decision necessary to achieve NBRC goals and objectives. The Refuge Leadership Team will meet weekly to informally discuss progress, identify successes, make changes to work priorities, conduct short-term planning, and identify and resolve any concerns raised by either Party.
4. Unless the meeting is with respect to an emergency, the Refuge Manager or the CSKT Deputy Refuge Manager shall provide at least two days advance notice of any non-regularly scheduled coordination meeting being requested.
5. The Refuge Leadership Team and the CSKT Tribal Council shall meet at least quarterly to discuss the performance of both Parties under this AFA. During each fiscal year, one of these quarterly meetings will be attended by the Regional Director.
6. The Parties expect the Refuge Leadership Team to work in a cooperative, collaborative and consultative process. The Refuge Leadership Team will develop and use consensus decision-making in all of its work together. If the Refuge Leadership Team cannot reach consensus, the decision of the Refuge Manager will prevail. The CSKT Deputy Refuge Manager can invoke the dispute resolution process in Section 19.A in the event of disagreement with the Refuge Manager's decision.

E. *Annual Work Plan (AWP)*. The Service and CSKT will work jointly to develop and establish a mutually agreed-upon AWP for each fiscal year. The AWP shall include Activities to be performed taking into account the resources which the Service is providing CSKT. In the event that insufficient resources are provided to accomplish the work identified in the AWP, the Refuge Leadership Team shall meet to determine what work is to be accomplished taking into account the resources provided. The AWP will include expectations for all Activities to be conducted during the Federal fiscal year to achieve the established purposes and approved goals and objectives of the NBRC, including performance of Activities contracted by CSKT, and



performance of activities retained by the Service. CSKT will be responsible for any AWP performance requirements for CSKT programs, and the Service will be responsible for AWP performance requirements for Service programs.

1. *Expectations.* The Parties understand that this AFA represents a significant change in operation and maintenance of the NBRC, and that many new CSKT employees will be assigned to the NBRC at the time this AFA is implemented. The Parties understand that the first year of this AFA will be a transition year as new employees learn their jobs, and as the Refuge Leadership Team develops the close working relationship necessary for success of its on-the-ground partnership. The senior officials of both Parties, including signatories to this AFA, expect that, during the first year of the partnership, the Refuge Leadership Team and all NBRC employees will work diligently to develop a healthy and cooperative working environment.
2. *NBRC Baseline Data.* The Parties will agree on a set of NBRC Baseline Data that will establish, from the best data available, the biological conditions, and the conditions of facilities and equipment existing at the NBRC at the time this AFA becomes effective. The NBRC Baseline Data will also set forth any monitoring protocols for Fire, Maintenance, Biological, and Visitor Services Programs. A list of existing documents describing baseline conditions, and a list of identified data gaps needed to establish baseline conditions, will be included in Attachment A prior to implementation of the AFA. Any evaluation of CSKT's performance will be measured against the jointly agreed-upon NBRC Baseline Data and the duties identified in the AWP. The Service will not hold the CSKT to a higher standard of performance for any Activity than that to which it would hold itself, if that Activity were performed by Service employees.
3. *Protocols.* Prior to the effective date of the AWP, the Parties shall review all protocols involved with that AWP.
4. *Initial and successor AWP's.* Prior to implementation of this AFA, the Parties jointly will develop the initial AWP for FY 2009.
 - a. The initial AWP will be limited in scope, and will include only the basic, fundamental Activities necessary to provide for the biological integrity of the NBRC, ensure maintenance of critical infrastructure and equipment, and provide basic visitor services. The initial and successor AWP's will also include: significant requirements for on-the-job training of new employees; development of any needed NBRC Baseline Data; development of working protocols, including any fire-monitoring protocols; relationships within the Refuge Leadership Team; and orientation and training of the combined Service/CSKT staff on the expectations of the partnership, cultural awareness, safety, and team-building.



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- b. The Refuge Leadership Team will prepare the AWP as a narrative document to accompany the annual submission of the NBRC RAPP. Each fiscal year, typically in the August – September time frame, the Service will provide the NBRC with a budget forecast for the following fiscal year. Based on that budget forecast, the Refuge Leadership Team will prepare the RAPP, reporting accomplishments for the current fiscal year, and planning accomplishments for the next. While the RAPP itself is a database and is not conducive to communicating planned work to the staff, the RAPP Workbook provides a foundation for the AWP. The Refuge Leadership Team will further develop information from the RAPP Workbook into the AWP. In concise narrative format, the AWP will describe the routine, on-going and project-specific work to be accomplished in the following fiscal year. It will establish priorities, project completion dates, and any quality requirements for work, and will assign responsibilities for accomplishing work to individuals and teams of CSKT and Service employees. The AWP will include all significant planned work in the areas of wildlife monitoring, habitat management, facility and equipment maintenance and construction, and visitor services.
 - c. The AWP is a living document that can be adjusted during the course of the fiscal year to address changes in environmental conditions, funding and directions from the Regional Supervisor. The AWP will be submitted to the Refuge Supervisor annually by October 1. As appropriate, the Refuge Leadership Team will prepare changes to the AWP for approval by the Refuge Manager and submission to the Refuge Supervisor.

F. *Safety*. Nothing in this AFA shall be interpreted as restricting the authority of the Refuge Manager, CSKT Deputy Refuge Manager, or Service Deputy Refuge Manager to take immediate steps to address any safety concerns.

G. *Bison Herd*. The Assistant Secretary for Fish, Wildlife and Parks must approve any plan to reduce the bison herd below 330 bison, which represents 90% of the population average over the three-year period consisting of FY '05, FY '06, and FY '07.

Section 8. Healthy and Safe Workplace

A. Zero Tolerance for Discrimination and Harassment

1. The Parties are committed to providing a healthy work environment free from discrimination, retaliation and harassment of any type based upon race, color, national origin, sex, age, mental or physical disability, or sexual orientation. It is the policy of the Service and the CSKT that discrimination, harassment, and retaliation in any of their various forms will not be tolerated at the NBRC. The Refuge Leadership Team is responsible for ensuring that this zero tolerance policy is enforced.



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2. Employees of both Parties are required to treat all other people in the workplace with dignity and respect, including Service and CSKT employees, Volunteers, and third parties.
 3. All members of the Refuge Leadership Team will foster a work environment that facilitates communication within the Service/CSKT partnership. They will all maintain an “open door” policy allowing employees and Volunteers of either Party to have reasonable access to them to express any concerns about the work environment, or report any allegations of discrimination or harassment.
 4. Once reported, any allegations of discrimination or harassment shall become a top priority for investigation and resolution by the Refuge Leadership Team. Any investigation will be conducted jointly by a Service and CSKT member of the Refuge Leadership Team. It shall be the responsibility of the Refuge Leadership Team to jointly resolve any allegations or incidents that occur, with the assistance of Service and CSKT Human Resources personnel, as appropriate, and either take corrective action or refer the allegations or incidents to higher authorities within the Parties, as appropriate.
 5. Within ten working days of any report of discrimination or harassment, the Refuge Manager and CSKT Deputy Refuge Manager will make a joint written report to the Refuge Supervisor and the CSKT Natural Resources Department Head. This report shall include the allegation(s) raised, the Refuge Leadership Team’s assessment of the allegation(s) and facts, and its assessment of whether the allegation(s) or incident can be resolved and appropriate action taken at the field level.
 6. Any incidents or threats of physical violence must be reported to Service and CSKT leadership immediately, by the most expeditious means available.
 7. Not less than annually, the Parties will provide jointly agreed-upon training to all NBRC employees to foster a workplace free of discrimination and harassment. Topics of these trainings may include, but are not limited to: cultural awareness; team building; and communications skills.
 8. Nothing in this AFA diminishes or replaces the existing rights and responsibilities of the Service, CSKT, or their employees under their respective personnel laws and policies, including, but not limited to: the right to file grievances; EEO complaints; and whistleblower complaints, as may be applicable.
- B. *Safety*. The Parties are committed to providing a safe workplace for all employees and Volunteers. In addition to Operational Standards and CSKT policies related to health and safety in the workplace, the following safety rules apply at NBRC:



1. All employees and Volunteers have the responsibility and authority to stop any work or project in progress and immediately notify a member of the Refuge Leadership Team when they observe unsafe working conditions or practices. Work will resume when the Refuge Leadership Team has determined, and notified the employees and/or Volunteers, that the safety concerns have been resolved.
2. All employees and Volunteers have the right to refuse work on the basis of safety if they have not received:
 - a. adequate training or instructions to perform the assigned task(s) safely; or
 - b. the proper tools, supplies or equipment, including personal protective equipment, necessary to perform the assigned work safely.

Section 9. Performance Standards

A. *Operational Standards.* The CSKT will perform each Activity covered by this AFA in compliance with all applicable Operational Standards.

B. *Waivers.* After consulting with the Refuge Manager, the CSKT may request that the Secretary waive a regulation in accordance with the procedures in § 403(i)(2) of the Act, 25 U.S.C. § 458cc(i)(2), and the Tribal Self-Governance Regulations at 25 C.F.R. Part 1000, Subpart J.

C. *Environmental Compliance.* In conducting an Activity, the CSKT will comply with all applicable Operational Standards concerning the environment, with the following stipulations:

1. *National Environmental Policy Act of 1969 (NEPA),* 42 U.S.C. §§ 4321–4335. The Refuge Leadership Team will identify in the AWP any Activity that will require NEPA compliance documents. The Parties will work together to complete any necessary NEPA process for the Activity.
2. *Historic Preservation.* The Refuge Leadership Team will identify in the AWP any Activity that will require compliance with the National Historic Preservation Act (NHPA), 16 U.S.C. §§ 470-470mm, or another cultural resource law, regulation, or policy. The Parties will work together to complete any necessary process for the Activity.

D. *Construction Review and Inspection.*

1. *Review and Approval of Plans, Specifications, and Drawings.* The CSKT will not begin any construction covered by this AFA without prior written approval from the Refuge Manager of all associated design, engineering, and construction plans, specifications, and drawings. To the extent the CSKT is responsible for preparing or providing design, engineering, construction plans, specifications, or drawings for any construction covered by this AFA, the CSKT will consult with, and incorporate or



otherwise adequately respond to the comments of, the Refuge Manager, including seeking review and tentative approval by the Refuge Manager at approximately the 25% and 75% stages of their completion.

2. *Inspection and Reporting System.* The CSKT will use an inspection and reporting system, implemented by appropriate professionals, adequate to verify and document to the Service that any construction was performed to all applicable Operational Standards.

E. *Use of CSKT Performance Standards.* With the prior written approval of the Refuge Manager, the CSKT may substitute for an Operational Standard a written performance standard that is at least as protective of the NBRC resources and equipment as the corresponding Operational Standard.

F. *Disclaimer.* Nothing in this AFA is intended to exempt the CSKT from complying with any Federal law, regulation, or other provision otherwise applicable to the CSKT.

Section 10. Records and Other Information

A. *General Requirement.* The CSKT will collect, maintain, and provide to the Service all records and other information specified in this AFA or the AWP which the Service needs in order to comply with requirements imposed by law or Service policy with regard to any Activity, including but not limited to: construction; finance; environmental compliance; performance of IPA Employees; and claims based on property damage, injury, or death.

B. *Activity Records.* The parties will set forth in the AWP an explanation of any Activity record CSKT will need to maintain as part of its performance of the Activity. Each Activity record will contain information sufficient to document the nature of the Activity and when, where, and by whom it was performed. The Refuge Manager and the CSKT Deputy Refuge Manager will cooperate to ensure that the level of detail in Activity records is adequate for Service purposes without imposing an undue administrative burden on the CSKT. Upon request, and with reasonable advance notice, the CSKT will provide to the Service a copy of any Activity record.

C. *Financial Records and Reports.*

1. *Records of Expenditures.* Using standard accounting practices, the CSKT will maintain financial records of its expenditures of funds the Service provides to the CSKT under this AFA. The CSKT will provide those financial records to the Service to the extent the Service requires them for its budget appropriation and apportionment processes, or in the event of retrocession or reassumption under Section 17.B or 17.C of this AFA.



2. *Financial Status Reports.*

- a. *Annual Report.* The CSKT will provide the Service a complete financial status report within 90 days of the close of each fiscal year. This report will be used by both Parties to reconcile the status of ongoing projects and Activities. Any funds remaining with the CSKT at the end of a fiscal year may be retained by CSKT and used on future projects at the NBRC.
- b. *Other Reports.* Within 90 days of the effective date of any retrocession or re-assumption under Section 17.B or 17.C of this AFA, the CSKT will provide the Service a complete financial status report concerning the funds the Service provided to the CSKT under this AFA and the CSKT expended through the effective date of the retrocession or re-assumption.

D. *Inapplicability of the Freedom of Information Act (FOIA) (5 U.S.C. § 552) and the Privacy Act (5 U.S.C. § 552a).* As authorized by 25 C.F.R. § 1000.392, except for previously provided copies of Tribal records that the Secretary demonstrates are clearly required to be maintained as part of the record keeping system of the Department of the Interior, records of the CSKT shall not be considered Federal records for the purpose of the FOIA. The FOIA does not apply to records maintained solely by CSKT. As authorized by 25 C.F.R. § 1000.393, CSKT records shall not be considered Federal records for the purposes of the Privacy Act.

E. *Conflicting Requirement.* The CSKT must not take any action under this Section 10 that would conflict with any Federal law or regulation applicable to the CSKT and governing audits and administrative records.

Section 11. Performance Assessment, Reporting, and Review

A. *Monitoring, Evaluation, and Notice of Performance Concerns.*

1. *Joint Monitoring.* The Service and CSKT will jointly monitor NBRC operations and provide timely notice to each other of any concerns. In accordance with this Section, the Service will notify the CSKT in writing of any performance concern or perceived deficiency in work performed under this AFA.
2. *Joint Evaluation.* The Service and CSKT will jointly evaluate NBRC operations by using: applicable Operational Standards; the terms and conditions of this AFA; and NBRC Baseline Data. Any written evaluation or similar assessment of any NBRC activities (including any report developed under Section 11.B of this AFA), shall address NBRC activities as a whole and shall be jointly drafted and approved by the Parties under the direction of the Refuge Leadership Team. Any evaluation shall clearly identify the specific NBRC Baseline Data, Operational Standard, or AWP provision against which performance is being measured. In the event the Parties do not agree on any portion of the evaluation, assessment or report, such document shall



include the relevant views of each party, presented together for ease of reference by any reader of the document.

3. *Notice to CSKT.* The Service will notify the CSKT concerning its performance under this AFA as follows:
 - a. *Comments.* The Service promptly will notify the CSKT Deputy Refuge Manager in writing of each written comment and documented oral comment received from third parties concerning the CSKT's performance of any Activity. The Service will provide that information to the CSKT on its own initiative, in accordance with disclosure practices under FOIA and the Privacy Act, without the necessity of a FOIA request from the CSKT. The Service will not take any action regarding the CSKT's performance on the basis of any oral comment that the Service did not document in writing, or any comment the Service did not promptly provide to the CSKT Deputy Refuge Manager.
 - b. *Performance Deficiency Concerns.* If the Service perceives a deficiency in the performance of the CSKT, the Service will notify the CSKT of the perceived deficiency, as follows:
 - i. *Emergency.* If the perceived performance deficiency is of an emergency nature, the Refuge Manager shall notify the CSKT Deputy Refuge Manager orally and follow up with a written notification provided to the CSKT Deputy Refuge Manager and the Department Head of the CSKT Natural Resources Department no later than one week from the date of oral notice.
 - ii. *Notice of Minor Perceived Deficiencies.* The Refuge Manager will notify the CSKT Deputy Refuge Manager and the Department Head of the CSKT Natural Resources Department in writing (e-mail is acceptable) of any performance deficiency that is minor or is an apparent oversight. Such written notices shall specifically describe the performance deficiency and identify a reasonable amount of time for CSKT to either remedy the deficiency or demonstrate that the deficiency does not exist.
 - iii. *Notice of Other Significant Perceived Deficiencies.* With prior approval from the Refuge Supervisor, the Refuge Manager will notify the Tribal Council in writing of any other significant perceived performance deficiency, including one which potentially constitutes grounds for reassumption under Section 17.C. The written notice will identify the Activity and describe: the performance deficiency at issue; the applicable Baseline Data; Operational Standard; approved AWP provision; or term or condition of this AFA; and why the performance of the CSKT does not meet that requirement. The notice will give the CSKT a reasonable amount of time either to remedy the performance deficiency or demonstrate to the Refuge Manager that no performance



deficiency exists. The amount of time allowed for remediation or such demonstration will be set by the Refuge Manager depending on the nature of the deficiency. Prior to providing written notice of a perceived performance deficiency that the Service believes could be the basis for reassumption, the Service shall consult with CSKT, the Assistant Secretary for Fish and Wildlife and Parks and the Department's Office of the Secretary and provide CSKT with an opportunity to respond.

- iv. *Failure to Provide Notice.* If the Refuge Manager does not follow the notice procedures outlined in this subsection b, the Service may not cite such perceived deficiency as a basis for any action concerning CSKT or this AFA.

B. *Final Report and Review.* The Refuge Leadership Team will prepare an Annual Narrative Report to cover each fiscal year of this AFA. The report format will follow current Service policy contained in the Refuge Manual and/or Service Manual. The Annual Narrative Report will be a concise narrative description of work, activities and events that occurred during the prior fiscal year, and will include successes, lessons learned, areas for improvement, and recommendations for future AWP's, AFA's, and/or other partnerships between the Parties. The Refuge Leadership Team will submit the Annual Narrative Report to the Refuge Supervisor for review and approval by December 31st of each year, beginning on December 31, 2009.

C. *Miscellaneous Reports.* If either Party chooses to draft an evaluation or similar report concerning this AFA other than those specified above, it will first consult with the other Party to discuss the subjects to be covered in the report and how the Service and the CSKT can work jointly to ensure that both Parties' positions are included in any such report.

D. *Periodic Status Reports.*

1. Upon implementation of this AFA, periodic status reports will be prepared monthly, due at the Service's Regional Office in Lakewood, CO, by the 5th business day of the following month. The Regional Office shall transmit the reports to the Department officials identified in Section D.3 below and to the CSKT Tribal Chairman by the 10th of the month. The Parties may agree to submit the status reports on a more or less frequent basis.
2. The Refuge Leadership Team jointly will prepare, approve, and transmit the status reports to the Regional Office. The Refuge Leadership Team will determine the contents of the status reports, which may include, but is not limited to, significant accomplishments, lessons learned and identified areas for improvement. At minimum, reports will include any significant concerns either Party has regarding the performance of the other Party that, if unresolved, could potentially result in Service reassumption, or CSKT retrocession of any Activity or Activities contracted under this AFA. If the Parties disagree on any part of the report, the relevant views of each Party will be included. The status reports will be signed by the Refuge Manager and the CSKT Deputy Refuge Manager.



3. The Service shall be responsible for transmitting periodic status reports to the DOI Senior Management Team, and the Director of the Office of Self-Governance. CSKT shall be responsible for transmitting copies of the status reports to any congressional offices it feels appropriate.

Section 12. Personnel

A. General Staffing. Consistent with the funding level provided in this AFA, the CSKT will perform the Activities covered by this AFA using the services of CSKT Employees, contractors and/or Volunteers.

B. Management; Office Space. At a minimum, the Service will provide secure, private office space for the CSKT Deputy Refuge Manager. CSKT agrees to fund a dedicated phone line and computer lines using the operational budget provided in this AFA. The Service will provide access to its Information Technology staff to assist with the technology issues involved.

C. Training and Skill. CSKT will staff and oversee the Activities under this AFA through the professional staff of its Natural Resources Department. The Service will provide access to, and funding for, FWS training for CSKT Employees (or Volunteers, if appropriate) for work performed under this AFA in the same manner it would have provided training for its own staff if Service employees were performing the same work. The Service will provide resident training to CSKT Employees at the National Conservation Training Center on the same basis as it provides training to Service employees, without charging tuition, room and board. As is the normal practice with Service employees, CSKT Employees' training will be funded from the operational budget transferred to the CSKT under the AFA.

D. Uniform. While on duty, each CSKT Employee will wear a uniform that clearly identifies her or him as a CSKT Employee. As part of the consideration described in Attachment B to this AFA, FWS will provide uniform allowance funding to CSKT in an amount equal to that which the Service would have allocated to its own employees who would have performed the Activities in the absence of this AFA. The Parties will work on developing a new patch which can be worn on both FWS and CSKT uniforms and which will show the partnership between the Federal and tribal governments.

E. Affected Federal Employees.

1. *Information.* Promptly after executing this AFA, the Service and the CSKT will discuss with each Affected Federal Employee all available options for her or his employment under this AFA.
2. *Opportunity to Elect.* Each Affected Federal Employee must select an employment option no later than forty-five (45) days after the last date of signature for this AFA.



Each Affected Federal Employee shall have one additional opportunity to voluntarily choose a different employment option during the term of this AFA.

3. *Available Options.* The options available to each Affected Federal Employee for employment under this AFA are:
 - a. *Assignment to the CSKT under the Intergovernmental Personnel Act (IPA), 5 U.S.C. §§ 3371-3376.* Continued employment by the Service with an assignment to the CSKT under an IPA Agreement;
 - b. *Employment by CSKT with CSKT Benefits.* Direct employment by the CSKT as a CSKT employee with CSKT benefits;
 - c. *Employment by CSKT with Federal Benefits.* Upon the election of both the Affected Federal Employee and the CSKT, as provided by § 104 of the Act, 25 U.S.C. § 450i, direct employment by the CSKT as a CSKT employee with Federal benefits; or
 - d. *Reassignment.* Where practicable, reassignment by the Service to another duty station.
4. *Reduction in Force (“RIF”).* If all of the above options are unsuccessful, the Service will conduct a reduction in force.
5. *Assignment to the CSKT under an IPA Agreement.*
 - a. *Execute IPA Agreement.* After any Affected Federal Employee has chosen to work under an IPA assignment, the Service and the CSKT will promptly execute an IPA agreement for that employee.
 - b. *Continuation of Employment.* In the case of an assignment of a Federal employee to an Indian tribe, the IPA authorizes the Service, under delegation from the Secretary, to “extend an initial period of assignment for any period of time where it is determined that this will continue to benefit both the executive agency and the Indian tribe or tribal organization.” See 5 U.S.C. § 3372(a). The Service and the CSKT agree that extending the initial period of assignment for each Affected Federal Employee will continue to benefit the Service and the CSKT for the full term of this AFA and each subsequent AFA, except for a retrocession or reassumption under Sections 17.B or 17.C below, or cancellation for cause in accordance with Section 12.E.5.c below.
 - c. *Performance and Conduct.*
 - i. The IPA Employee, CSKT Deputy Refuge Manager, and the Refuge Manager



will jointly develop the IPA Employee's Annual Performance Plan and prepare subsequent evaluations, as well as any Performance Improvement Plan(s). If the CSKT perceives a deficiency in the performance or conduct of the IPA Employee, the Refuge Manager and the CSKT Deputy Refuge Manager will confer, and the Service will apply Federal personnel procedures to address any such deficiency. Due to the assignment of the IPA Employee to the CSKT, and the CSKT Deputy Refuge Manager's role in the Refuge Leadership Team, the CSKT Deputy Refuge Manager has the right to: 1) be present during any counseling related to the IPA Employee's performance or conduct; and 2) obtain copies of any personnel or disciplinary records directly related to the IPA employee's performance under this AFA. CSKT officials agree to keep IPA Employee personnel information confidential and secure.

- ii. The CSKT will terminate an IPA agreement only: 1) for cause; and 2) after addressing the issue through the dispute resolution process (*see* Section 19.A of this AFA) up through the Regional Director level. The term "cause" includes conduct or performance problems documented by CSKT.
- iii. If, after engaging in the dispute resolution process, CSKT disagrees with the Service's disposition or decision on the issue, CSKT may terminate the IPA agreement. Upon termination of the IPA agreement, the Activities performed by the prior IPA Employee will remain the CSKT's responsibility under this AFA. Upon termination of the IPA agreement for cause, the Service: 1) will not reassign the employee to a position working within, or for, the NBRC; and 2) will transfer to CSKT the balance of salary and benefits for such position in the current and subsequent fiscal years covered by this AFA.
- d. *Holidays*. On Federal holidays, IPA Employees will either be excused from duty without charge to leave or receive holiday premium pay for work performed. The Service will provide funds from its operational budget to cover any holiday premium owed to IPA Employees for Columbus Day or Presidents' Day.

6. *Direct Employment by the CSKT.*

- a. *Employment Election*. At its discretion, the CSKT may employ directly as a CSKT employee each Affected Federal Employee who elects that option. The CSKT will provide either CSKT benefits or Federal benefits, as elected by the Affected Federal Employee and the CSKT.
- b. *Continuation of Employment*. The CSKT will give each Affected Federal Employee directly employed as a CSKT employee the highest level of protection of continued employment and retention of benefits afforded to any other employee of the CSKT.



7. *Duties and Responsibilities.* The CSKT will assign each Affected Federal Employee to perform one or more Activities, with duties and responsibilities commensurate with her or his training, experience and salary, and reasonably equivalent to her or his position with the Service.

8. *Nondiscrimination.* The Parties will not tolerate unlawful discrimination against any CSKT or Service employee, contractor, or Volunteer. The NBRC shall be a workplace free of unlawful harassment and employees shall be provided a civil work environment.

F. *Scheduling of Annual Leave.* Annual leave is part of employee compensation and will not be unreasonably denied. However, by October 31st of each year, all NBRC employees will be expected to submit annual leave requests for any period greater than one week during the upcoming fiscal year. All employees should request any leave as far in advance as possible to ensure that it can be granted.

G. *Volunteers.* The Parties recognize that the service of Volunteers is an important resource for accomplishing goals and objectives throughout the NWRS, including at the NBRC. When properly trained and qualified, Volunteers may perform any approved work function at NBRC except for: management/supervision; law enforcement; fire suppression; and prescribed burning.

1. *Qualifications and Training:*

- a. Prior to implementation of this AFA, the Parties will mutually develop standard Volunteer Position Descriptions (VPD's) for the duties historically performed by Volunteers at NBRC. The VPD will include the general duties and qualification standards, including safety trainings and certifications required for each Volunteer position. VPD's will include lists of required personal protective equipment that must be provided to the Volunteer.
- b. Prior to being assigned duties, all Volunteers will attend an NBRC Volunteer orientation training program. The orientation training will be developed jointly by the Service's Outdoor Recreation Planner and the CSKT Deputy Refuge Manager (or designee), and will be offered to Volunteer applicants not less than semi-annually, or as often as requested by either Party.
- c. The orientation training program will include at a minimum: the Parties' expectations for a safe workplace; the Parties' zero tolerance policy for discrimination or harassment of any kind; the history and culture of the CSKT; the history and mission of the NWRS and NBRC; and the Tribal Self-Governance Act laws and policies. Upon completion of the orientation, Volunteers will be required to sign statements acknowledging their training. Once applicant Volunteers have completed any trainings or certifications identified in the VPD, they will be qualified for duty at NBRC.



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2. *Volunteer Program Administration.* The Parties agree to assist in recruiting, training and referring Volunteer candidates.
 - a. All NBRC Volunteers must sign the standard Volunteer Service Agreement, with attached VPD, and will work under the general oversight of the Refuge Manager.
 - b. From the pool of qualified Volunteers, the CSKT will select and direct the day-to-day work of Volunteers working in the Activities which the CSKT has contracted. The Service will select and direct the day-to-day work of Volunteers working in activities remaining with the Service.
 - c. Volunteer records, including signed Volunteer Service Agreements, VPD's, and certificates of training, will be retained by the Service's Volunteer Coordinator throughout the service of each Volunteer, with copies to CSKT for any Volunteer directed by CSKT. The CSKT will provide the Service's Volunteer Coordinator with data on the number of Volunteers employed by the CSKT, and number of hours worked by Volunteers annually, for preparation of required Volunteer reports and the RAPP.
 - d. NBRC Volunteers are considered to be employees for the purposes of the Service's and CSKT's respective workers' compensation coverage. All NBRC Volunteers are protected by the Federal Tort Claims Act and/or by liability insurance purchased by the Bureau of Indian Affairs, consistent with 25 U.S.C. § 450f(c) and Sections 15.A and 15.D below.

 3. *Suspension and Termination of Volunteers.* Any NBRC Volunteer may be unilaterally suspended from duty for alleged misconduct. Suspension may be directed by any of the following: Refuge Manager; CSKT Deputy Refuge Manager; Service Deputy Refuge Manager; Lead Biologist; or Outdoor Recreation Planner. Alleged misconduct upon which a suspension may be directed includes suspected safety violations or suspected violation of the zero tolerance policy for discrimination and harassment. Suspended Volunteers will not be allowed to work at the NBRC while the Refuge Leadership Team completes an investigation and makes a determination for final disposition. The Refuge Leadership Team will reach a final disposition through consensus. Final disposition may include: no action – return to duty; counseling; training; or termination. In cases where the Refuge Leadership Team cannot reach consensus, the incident will be elevated through the dispute resolution process (Section 19.A).

 4. *Volunteers for Round-Up.* The Parties jointly will select Volunteers to participate in the calendar years 2009 and 2010 annual Round-Up events.

H. *Background Checks.* The Parties understand that background checks may be required for NBRC employees. Such background checks will be consistent with, and implemented in



accordance with, Homeland Security Presidential Directive #12 which outlines Federal standards for identification and obtaining these credentials. To the extent possible, the Service agrees to assist in expediting the processing of any such background checks. Any associated costs will be addressed through Attachment B. Employees may report to work pending completion of any background check.

Section 13. Consideration

A. Base funding for this AFA will be identified annually in Attachment B. The Parties hereby agree that the funding will not be reduced from the base funding level except for the reasons specified in 25 U.S.C. 450j-1(b). Attachment B will also identify one-time, non-recurring funding for special projects such as Deferred Maintenance, vehicle replacement, Challenge Grant Cost Share Agreement and other flexible funding. For FY 2009, Attachment B will reflect that the Service will transfer funds to CSKT in an amount pro-rated to reflect the phasing-in of performance as mutually-agreed upon per Section 24.A of this AFA.

B. In return for the CSKT performing the Activities, and subject to the terms and conditions in this Section, the Service will provide the CSKT the consideration specified in Attachment B. Attachment B will be revised for each fiscal year, and will be prepared by August 31st annually for the following fiscal year. Consistent with Section 24.A below, for FY 2009 the Parties may agree to phase in Activities and their associated funding over the first quarter of that fiscal year.

1. For FY 2009, the Service will retain funding and responsibility for administering and paying general fixed operational costs including:
 - a. utilities;
 - b. fuel;
 - c. telephone service (cell and landlines);
 - d. mandatory software upgrades;
 - e. security alarm system;
 - f. satellite television;
 - g. office trailer rental;
 - h. trash removal;
 - i. irrigation water;
 - j. postage meter; and
 - k. other similar fixed costs.

If the CSKT opts to contract the administration of these general fixed operational costs in FY 2010 and/or FY 2011, the Service will include funding for such Activities in the Attachment B for such fiscal year(s).

2. The Service will provide funding, and CSKT will be responsible, for acquisition of goods and services necessary for: maintenance of facilities and equipment (including care and feeding of animals); execution of the Biological Program (including habitat



management); and execution of the Fire and Visitors Services Programs (excluding environmental education activities).

3. Each Party's operational budget will be used to cover expenses associated with its personnel, including travel, training (see also Section 12.C above), incentive awards, office supplies and miscellaneous expenses.
4. Generally, Attachment B specifies the following types of consideration:
 - a. *IPA Employees.* Assignment by the Service to the CSKT of those Affected Federal Employees who elect to continue Federal employment under this AFA pursuant to an IPA Agreement; and
 - b. *Appropriated Funds.* Appropriated funds, as follows:
 - i. *Program Funds.* The Program funds that the Service would allocate to performance of the Activities if performed by the Service (less the salary and benefits of IPA Employees and the fixed costs identified in Subsection 13.B.1 above); and
 - ii. *Contract Support Costs.*
 - c. *Recreational Fees.* Semiannually, the Service will transfer to the CSKT 50% of the Recreational Fees collected and allocated to the NBRC. For FY 2009, the Service will also transfer to CSKT 50% of the previous fiscal year's carry-over allocated to the NBRC in support of Visitors Services Activities.

C. Cost of IPA Employees. The Service will pay the salary and benefits of each IPA Employee. To cover those costs, the Service will reduce the funds it otherwise would pay to the CSKT under this section by an amount equal to those salary and benefits. If an IPA Employee is reassigned outside of the NBRC or his/her employment with the Service is terminated, or if CSKT terminates the IPA agreement in accordance with Section 12.E.5.c above, the assignment of that employee and the obligations of the CSKT under that IPA agreement will end. At the end of the IPA assignment, the Service will transfer funds to the CSKT in the amount the Service would have spent on the salary and benefits of the IPA Employee from the date of termination of her or his employment or IPA assignment through the last date of the term of this AFA or the effective date of any applicable retrocession or reassumption, using the payment procedures in Section 13.E.2 below.

D. Contract Support Costs. During this AFA, the Service will provide contract support costs as required by 25 U.S.C. § 458cc(g)(3) and 25 C.F.R. §1000.137(b). CSKT will provide all necessary information, including CSKT's indirect cost rate approved by the Department's Office of Inspector General (OIG rate), in accordance with 25 C.F.R. §1000.138.



1. All direct and indirect costs will be negotiated and agreed upon by the Parties prior to initiation of funds transfers.
2. Indirect cost rates will generally be applied only to direct costs (e.g., salary and benefits) by using CSKT's approved OIG rate as of the date of execution of this AFA. CSKT's indirect costs associated with flexible and project dollars will be negotiated.
3. Prior to submission of cost proposals and requests for projects, the Refuge Leadership Team will ensure that all necessary indirect costs to support CSKT administrative functions are included.
4. Per longstanding practice in the Department's cooperative agreements with Tribes, indirect costs will not be assigned in support of wildfire suppression/rehabilitation activities.

E. Transfer of Consideration.

1. Affected Federal Employees.

- a. *IPA Employees.* The Service will assign each IPA Employee to the CSKT on the effective date of this AFA.
- b. *Reduction in Force ("RIF").* Pending the completion of any RIF under Section 12.E.4 above, the Service will continue to perform all Activities associated with each position affected by the RIF. Upon completion of the RIF, the Service will pay the CSKT the balance of the salary and benefits of each position affected by the RIF, from the effective date of the RIF through the remainder of the term of this AFA, using the payment procedures in Section 13.E.2 below.

2. Payment of Funds.

- a. *Annual Base Payment.* Subject to final Federal appropriation, within 10 calendar days of the beginning of the FY '09 fiscal year, the Service will pay to the CSKT 100% of the funds identified in Attachment B. The Service's Regional Office will initiate funds transfers and will include all funds that Congress has appropriated and that are available for expenditure by the Service on the Activities covered by this AFA and that are due to the CSKT as consideration under this AFA. The Attachment B budget will be adjusted annually thereafter to a mutually agreed-upon amount prior to funds transfer.
- b. *Additional Payments.* The Service's Regional Office may effect additional funds transfers that are not described in Attachment B as warranted for Activities covered by this AFA. Such amounts will be mutually agreed upon beforehand and will be transferred within ten calendar days of receipt of the request. In addition, if at any time Congress has appropriated to the Service, and as a result



the Service has paid the CSKT, less than all of the funds due to the CSKT under this AFA, the Service will pay the CSKT the balance due only to the extent additional appropriations and allocations become available.

c. *Application of Congressional Rescissions.* The Service shall apply congressional appropriation rescissions to funds allocated to CSKT in the same manner as the Service applies them to its own funds (e.g., if the Service does not make staff salaries subject to rescissions, it shall not deduct any amount from the funds the Service provides to CSKT for staff salaries).

F. *No Reallocation or Reprogramming of Consideration.* Consistent with 25 C.F.R. §§ 1000.397–399, the CSKT will use the funds provided by the Service, and any interest earned on those funds, to perform only Activities covered by this AFA.

G. *Funding Errors or Omissions.* In the event of errors or omissions necessitating adjustment of funds provided by the Service, the Parties will amend this AFA as provided in Section 21.A below.

H. *Antideficiency Act.* This AFA is subject to the requirements of the Antideficiency Act, 31 U.S.C. § 1341. Nothing in this AFA shall be construed as requiring the Service to obligate, or the Service to provide, any consideration in advance or in excess of funds appropriated by Congress for expenditure on Activities.

I. *Lobbying.* No funds provided under this AFA may be used for lobbying Congress or any other entities. 18 U.S.C. § 1913.

J. *Rights in Data.* Each Party shall have complete and unlimited access to use, modify, copy, and disseminate all research data collected or produced under this AFA, including original data sheets, without notice to or approval from the other Party. Neither Party will withhold any such data; each will ensure timely transmission of all data to the other Party so it may be stored at the NBRC and CSKT offices for future use. Original data sheets will also be stored at the NBRC.

K. *Recognition of Service Funding; Use of Logos.* Recognition of Service funding is required on any product, material, or publication produced under this AFA. The CSKT is encouraged to use the Service's logo/images on all materials and publications produced under this AFA. However, prior approval of the Refuge Manager is required for use of Service-owned images not available to the general public, and proper crediting of those images must be given to the Service.

Section 14. Property

A. *Availability and Use; Access to Property and Facilities.* The Service will make available to the CSKT, for non-exclusive use in performing Activities, all Available Property and Real Property currently on hand or subsequently acquired by the Service. The Service will make such



property and equipment available to CSKT staff on the same basis as to Service staff, and the property shall be equivalent in quality.

B. Inventories of Available Property and Real Property. Attachment C is an inventory of each item of Available Property (including condition) valued at \$500.00 or more, and sensitive items. Attachment D is an inventory of Real Property (including condition) valued at \$5,000.00 or more. The Service will update these inventories to reflect any changes, and will provide to the CSKT copies of such updates.

C. NBRC Baseline Data. On or before the effective date of this AFA, the Service will provide to the CSKT all NBRC Baseline Data in accordance with Section 7.E.2 above. The CSKT shall have ongoing reasonable access to data and the right to copy it.

D. Title and Ownership; Protection. All Available Property and Real Property (including natural resources), owned by the United States, will remain Federal property. The United States will hold title to any equipment, materials, or supplies the CSKT purchases with funds provided by the Service under this AFA. Available Property, including individual items valued at \$500.00 or more, and sensitive items such as laptop computers, cameras and binoculars designated for use by the CSKT to perform Activities, will be assigned to the CSKT on a Standard Form DI-105, Receipt for Property. The CSKT will take reasonable steps to protect all such property from fraud, theft, abuse, damage, or loss.

E. Disposal. In accordance with Federal property procedures, and with the prior written approval of the Refuge Manager, the CSKT may dispose of any item of Available Property.

F. Excess Property. At CSKT's request, the Service may transfer to the CSKT ownership of any Federal property that is not needed by the Service. Pursuant to Title IV of the Act, the Service will facilitate transfer of any such property to the CSKT in accordance with Federal property procedures.

G. Use of CSKT Equipment. The CSKT may elect to perform any Activity using equipment owned or otherwise available to it. The Service will supply fuel and lubricating oil for any such equipment.

Section 15. Claims and Liability

A. Federal Tort Claims Act. In performing Activities, the CSKT will be covered by: the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2671–2680, as provided by 25 U.S.C. § 450f(c); § 314 of Pub. L. No. 101-512 (*reprinted at* 25 U.S.C.A. § 450f, note); and applicable Tribal Self-Governance Regulations at 25 C.F.R. §§ 1000.270-283. Except as otherwise provided by Federal law and Section 15.D below, the CSKT accepts any risk not covered by the FTCA in performing Activities.



B. Notice of Incident or Claim.

1. *Notice of Incident.* The CSKT promptly will notify the Refuge Manager in writing of any incident resulting from the performance by the CSKT of an Activity covered by this AFA and involving personal injury, death, or property damage.
2. *Notice of Claim.* The CSKT and the Service promptly will notify each other in writing of any claim received from a third party for damage, injury, or death at, or involving, the NBRC.

C. Unemployment and Workers' Compensation Insurance. The CSKT will provide unemployment and workers' compensation insurance for each CSKT Employee other than an IPA Employee, and workers' compensation insurance for each CSKT Volunteer, commensurate with that provided to other CSKT Tribal government employees. The CSKT will ensure that each CSKT contractor is covered by workers' compensation insurance commensurate with that provided to CSKT Tribal government employees. The CSKT will hold the United States harmless from any unemployment or workers' compensation claim made by a CSKT Employee, other than an IPA Employee, or CSKT contractor in connection with performing any Activity.

D. Liability Insurance for Volunteers. In accordance with 25 U.S.C. § 450f(c), the Bureau of Indian Affairs will purchase insurance protecting CSKT-directed Volunteers from liability for potential claims based upon their activities involving the NBRC. This insurance is supplementary to any coverage afforded the Volunteers by the Federal Tort Claims Act.

Section 16. Emergencies and Unusual Events

A. Notice. Where practicable, after learning of any emergency or other unusual event at, or involving, the NBRC or its staff, either Party promptly and orally will notify the other Party. The Service and the CSKT will give each other the name, address, and telephone number of one or more persons to receive such notice in the absence of the Refuge Manager or the CSKT Deputy Refuge Manager.

B. Temporary Operation and Control. In accordance with Section 7.F above, nothing in this section shall be interpreted to limit the ability of either the Service or the CSKT to respond to emergency safety concerns. Where necessary to deal with an emergency, including any situation which the CSKT determines it cannot resolve independently, the Service temporarily may assume operation and control of any Activity, including supervising any CSKT Employee engaged in the Activity. When the emergency ceases to exist, the Service will return operation and control of the Activity to the CSKT. Nothing in this Section shall be interpreted as authorizing the Service to reassume an Activity without complying with the provisions of Section 17.C below and Federal regulations governing reassumption.

C. Emergency Procedures. In an emergency, the Service and the CSKT will use the following procedures:



1. *Determination by Refuge Manager.* The Refuge Manager will determine when an emergency exists and when it has ended.
2. *Notice to CSKT Employees.* The Refuge Manager will notify the CSKT Deputy Refuge Manager or another available CSKT Employee that an emergency exists, as provided in Section 16.A above.
3. *Response of the CSKT.* Following notice of an emergency under Sections 16.A and 16.C.2 above, at the oral request of the Refuge Manager any CSKT Employee performing an Activity will:
 - a. relinquish operation and control of the Activity to the Service;
 - b. assist the Service in responding to the emergency; and
 - c. follow any related instructions issued by the Refuge Manager.
4. *CSKT Employee Not Available.* Where neither the CSKT Deputy Refuge Manager nor another CSKT Employee is available to receive notice of an emergency, the Service will, without notice, take over operation and control of any Activity that is, or may become, involved. Upon later receiving notice of the emergency, each CSKT Employee responsible for performing the Activity will respond as provided in Section 16.C.3 above.
5. *Emergency Has Ceased to Exist.* When the Refuge Manager determines that an emergency has ceased to exist, she or he orally will notify the CSKT Deputy Refuge Manager or, where such Deputy is not available, the employee designated in Section 16.A above, and will relinquish to the CSKT operation and control of any Activity over which she or he had taken operation and control.
6. *Report and Adjustments.* Following any emergency, the Refuge Leadership Team will prepare any required reports and review the AWP to determine if any adjustments are needed due to impacts on available resources.

Section 17. Retrocession, Reassumption, and Expiration

A. Technical Assistance. Both Parties wish to avoid the need for retrocession or reassumption of any Activity. The Service will provide the CSKT reasonable technical assistance to try to avoid reassumption of an Activity or, upon CSKT's request, to avoid retrocession of any Activity.



B. *Retrocession by the CSKT.* At its option, the CSKT may retrocede and cease performing any or all of the Activities in accordance with Tribal Self-Governance Regulations at 25 C.F.R. Part 1000, Subpart N, using the following procedures:

1. *Notice.* CSKT will provide to the Refuge Manager 30 days advance written notice of the CSKT's intent to retrocede (Notice of Retrocession);
2. *Orderly Transition.* From the date of Notice of Retrocession to the Refuge Manager, through the effective date of the retrocession, CSKT will work with the Refuge Manager to ensure an orderly transition in returning to the Service responsibility for performing each Activity retroceded;
3. *Available Property.* On the effective date of the retrocession, CSKT will return all Available Property which is not needed for performance of a retained Activity;
4. *Return of Funds.* Within 30 days after the effective date of the retrocession, CSKT will return to the Service any remaining funds that the Service has provided for performing the retroceded Activity and that the CSKT has not expended in performing the retroceded Activity; and
5. *Final Report.* Within thirty days after the effective date of the retrocession, CSKT will submit to the Service a final report of work accomplished for each retroceded Activity from the beginning of the fiscal year through the date of retrocession (also see Section 10.C.2.b above regarding a financial status report).

C. *Reassumption by the Service.*

1. *Tribal Self-Governance Regulations.* Subject to Section 17.A above and this Section 17.C, the Service may reassume any or all of the Activities covered by this AFA in accordance with the Tribal Self-Governance Regulations at 25 C.F.R. Part 1000, Subpart M.
2. *Criteria for Reassumption.* In accordance with the regulations in Section 17.C.1 above, the Service may reassume any or all of the Activities in the event the Director, on behalf of the Secretary, finds, and notifies the CSKT in writing, that the performance of the CSKT is causing imminent jeopardy to natural resources or public health and safety.
3. *CSKT Response to Reassumption.* Upon receiving a Notice of Reassumption of any Activity as provided in the Tribal Self-Governance Regulations at 25 C.F.R. § 1000.313, the CSKT will comply with the following procedures:
 - a. From the date of receipt of the Notice of Reassumption, through the effective date of the reassumption, CSKT will work with the Service to



ensure an orderly transition in returning to the Service responsibility for performing the reassumed Activity;

- b. On the effective date of the reassumption, CSKT will cease performing the reassumed Activity;
- c. On the effective date of the reassumption, CSKT will return all Available Property which is not needed by the CSKT to perform a retained Activity;
- d. Within 30 days after the effective date of the reassumption, CSKT will return to the Service any funds that the CSKT has not expended in performing the Activity from the effective date of this AFA through the effective date of the reassumption; and
- e. Within 30 days after the effective date of the reassumption, CSKT will submit a final report of work accomplished for each reassumed Activity from the beginning of the fiscal year through the date of reassumption (also see Section 10.C.2.b above concerning a financial status report).

D. Expiration. Due to the occurrences under the extended FY 2005-06 AFA, the Parties agree that CSKT will not perform work under an extension to this AFA but will perform work only under a successor AFA. The Parties therefore agree that they will commence negotiations for a successor AFA no later than February 1, 2011, with any signed successor AFA to be delivered to Congress prior to July 1, 2011. This schedule will allow such successor AFA to be effective on October 1, 2011, thereby accommodating the 90 day period required prior to the effective date of any Tribal Self-Governance agreement (*see* 25 U.S.C. § 458cc(f)). In the event either Party opts to cease negotiations for a successor AFA, such Party will provide thirty days written notice, subject to the provisions of 25 C.F.R. § 1000.179(b) with respect to any last and best offer.

In the event that the Parties do *not* negotiate a successor AFA covering an Activity:

1. *Transition.* In the last month of the term of this AFA, the CSKT will work with the Service to ensure an orderly transition in returning to the Service responsibility for performing the Activity; and
2. *Available Property.* On the last day of the term of this AFA, the CSKT will return all Available Property not needed by the CSKT to perform the Activity or Activities for which the Parties are negotiating, or have executed, a successor AFA.

Section 18. Other Tribal Rights and Administrative Remedies

A. No Effect on Trust Responsibility. Nothing in this AFA is to be interpreted as waiving, modifying, or diminishing the trust responsibility of the United States under treaties, executive orders, and other laws with respect to any Indian Tribe or individual Indian.



B. *No Waiver of Sovereign Immunity.* Nothing in this AFA shall be construed as waiving or otherwise affecting the CSKT's sovereign immunity.

C. *Tribal Administrative Procedures.* In addition to any other available right or remedy provided by law, under CSKT Tribal Administrative Procedures Ordinance No. 86B, as amended, CSKT Tribal law and forums provide administrative due process rights to all persons with respect to Activities performed by CSKT under this AFA, except to the extent CSKT is covered by the Federal Tort Claims Act, 28 U.S.C. §§ 2671–2680.

D. *Indian Preference.* In the administration of this AFA, the provisions of 25 U.S.C. §§ 450e(b) and (c) shall apply with respect to Indian preference, with the term “contract” interpreted as meaning this AFA.

Section 19. Dispute Resolution and Appeals

A. Dispute Resolution.

1. At all levels, the Parties may use written correspondence, e-mail, telephone conferences or face-to-face meetings to conduct good faith dispute resolution. For any dispute elevated, the Parties jointly will prepare a written summary of the resolution/decision that will be provided to the Refuge Leadership Team.
2. The Refuge Leadership Team is empowered and encouraged to informally resolve all disputes between the Parties at the field level. If the Refuge Leadership Team is unable to reach consensus, the decision of the Refuge Manager will prevail. The CSKT Deputy Refuge Manager may invoke the dispute resolution process if the Refuge Manager's decision is unacceptable to the CSKT. If a dispute involves an ongoing operational issue, the work will continue as decided by the Refuge Manager while the issue is in dispute.
3. To invoke the dispute resolution process, the CSKT Deputy Refuge Manager and the Refuge Manager will notify the Refuge Supervisor and the CSKT Natural Resources Department Head of the dispute issue. The notification shall be in writing and identify the issue in dispute. The notification shall also include a statement of the Refuge Manager's decision and the CSKT Deputy Refuge Manager's statement explaining why the decision is unacceptable to the CSKT. Once notified, the CSKT Natural Resources Department Head and Refuge Supervisor will make a good faith effort to resolve the dispute within ten working days. If they are unable to reach consensus, the decision of the Refuge Supervisor will prevail. However, if the Refuge Supervisor's decision is unacceptable to the CSKT Natural Resources Department Head, she or he may elevate the dispute to the CSKT Tribal Council and the Regional Director.
4. To elevate the issue, the Refuge Supervisor and the CSKT Natural Resources Department Head jointly will prepare a written summary of the dispute issue for transmission to the



Tribal Council and Regional Director, who will make a good faith effort to resolve the dispute within fifteen working days. If the dispute cannot be resolved by the Tribal Council and Regional Director, either may request the assistance of a mediator acceptable to both Parties. The Tribal Council and Regional Director will agree on a timeframe for the mediated dispute resolution process. If the Parties cannot reach consensus through the mediation, the decision of the Regional Director shall prevail. However, if that decision is not acceptable to the Tribal Council, it may appeal to the DOI Senior Management Team. If a mediator was used by the Parties at the Regional Director/Tribal Council level, elevation of the dispute to the DOI Senior Management Team shall be through the mediator.

5. For any dispute handled under this subsection involving a personnel issue, including one involving an IPA Employee, CSKT will substitute for the Tribal Council its Executive Secretary (or equivalent position in the event of any reorganization to the CSKT executive staff structure). For disputes over personnel issues involving an IPA Employee, and in accordance with Section 12.E.5.c above, CSKT has the option to terminate the IPA agreement after the Regional Director has made a decision.
6. Due to the uniqueness of this AFA, none of the officials identified in this section may delegate his or her responsibilities under this section to anyone else.
7. Nothing in this section diminishes or replaces the existing rights and responsibilities of the Service, CSKT, or their employees under their respective personnel laws and policies.

B. *Appeals.* Resolution of disputes arising under this AFA shall be governed by the Tribal Self-Governance Regulations at 25 C.F.R. Part 1000, Subpart R (“Appeals”), and section 450m-1 of the Indian Self-Determination and Education Assistance Act (“Contract disputes and claims”). Nothing in this section precludes either Party from availing itself of the informal dispute resolution procedures identified in Section 19.A above. However, neither Party shall be required to use those procedures prior to engaging in any appeals under this Section 19.B.

Section 20. Indian Self-Determination and Education Assistance Act’s Title I Provisions

In accordance with 25 U.S.C. §§ 450j(k) and 458cc(l), in performing the Activities covered by this AFA the CSKT will have access to Federal sources of supply. Nothing in this AFA is intended to limit the availability, or use by the CSKT, of technical or financial assistance that may be available from any other Federal agency, including from the Bureau of Indian Affairs under 25 U.S.C. § 450h.

The Parties agree that the following Title I provisions are also incorporated into this AFA, as authorized by 25 U.S.C. § 450cc(l):

- 25 U.S.C. § 450j(a): applicability of federal contracting laws and regulations
- 25 U.S.C. § 450j-1(a): amounts of funds provided



- 25 U.S.C. § 450j-1(b): reductions and increases
- 25 U.S.C. § 450j-1(d): treatment of shortfalls
- 25 U.S.C. § 450j-1(f): limitation on remedies for cost disallowances
- 25 U.S.C. § 450j-1(g): addition to contract of full amount contractor entitled
- 25 U.S.C. § 450j-1(h): indirect costs for construction programs
- 25 U.S.C. § 450j-1(j): use of funds for matching or cost participation requirements
- 25 U.S.C. § 450j-1(k): allowable uses of funds
- 25 U.S.C. § 450j-1(m): use of program income earned
- 25 U.S.C. § 450j-1(o): re-budgeting
- 25 U.S.C. § 450k(e): exceptions in, or waiver of, regulations

Section 21. Amendment and Correction

A. Modification of AFA. Consistent with 25 U.S.C. § 450m-1(b), the Service and the CSKT may modify this AFA only by amendment executed in the same manner as this AFA (but requiring only three originals rather than five), except as provided in the following AFA provisions: Section 9.B (Secretarial waiver of regulations); Section 9.E (use of CSKT performance standards); and in Section 21.B (correction of minor, non-substantive errors or omissions). Provided, however, that any modifications involving augmentation of funds or resources under Attachment B may be executed by the Parties upon approval by their respective project officers (the Refuge Supervisor and the Tribal Chairman), without requiring execution in the same manner as this AFA.

B. Minor Errors or Omissions. The Parties may correct minor, non-substantive errors or omissions in this AFA that do not affect funding, by means of a written errata sheet signed and dated by the Refuge Manager and the Tribal Council Chairman.

Section 22. Structure and Severability

A. Structure. Except as used to cross-reference sections of this AFA, the section numbers and headings and the other structural elements of this AFA are for convenience only and have no bearing on the interpretation of this AFA.

B. Severability. If any provision of this AFA is found to be invalid by operation of law or otherwise, the remainder of this AFA will remain in full force and effect.

Section 23. Entire Agreement

This AFA, including Attachments A-D, sets out the entire agreement between the Parties concerning the terms and conditions under which the Service will fund and the CSKT will perform Activities at the NBRC under this AFA. This AFA supersedes any and all previous, express or implied, oral or written understandings and/or agreements for funding and performing those Activities. However, nothing in this AFA shall be interpreted to supersede or nullify any Annual Fire Management Operating Plan in effect between the Parties.



Section 24. Dates of Performance

A. *Effective Date.* The effective date of this AFA shall be no earlier than ninety days after the date the Secretary submits this signed AFA to Congress, as provided in 25 U.S.C. § 458cc(f). In order to provide time for CSKT to hire necessary staff, the effective date for CSKT performance of Activities will be phased in, as mutually agreed-upon by the Parties, during the first quarter of FY 2009 (October 1 – December 31, 2008). This AFA will be fully effective, and CSKT will be fully performing contracted Activities, by no later than January 1, 2009.

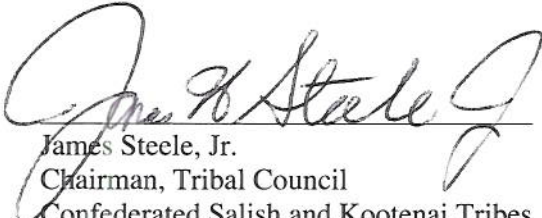
B. *Commencement of Activities.* The CSKT may commence performing any Activity on the effective date, and in accordance with the terms and conditions, of this AFA. Any payment to the CSKT for performing any such Activity shall be subject to compliance with the Antideficiency Act, as provided in Section 13.H above, and other applicable laws and regulations. If the Service has reason to anticipate that Congress will not appropriate sufficient funds to pay the CSKT for performing any Activity covered by this AFA, the Service will give the CSKT prompt written notice.

C. *Term.* This AFA covers funding and Activities from its effective date through September 30, 2011. All of the terms and conditions of this AFA will apply during any extension of the term of this AFA. The Parties may modify the Activities covered by this AFA only by amending this AFA as provided in Section 21.A.



THE FOREGOING PROVISIONS OF THIS FUNDING AGREEMENT FOR FY 2009-2011, INSOFAR AS ALLOWED BY TITLE IV OF THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT, OTHER LAWS OF THE UNITED STATES, AND THE CODE AND LAWS OF THE CONFEDERATED SALISH AND KOOTENAI TRIBES OF THE FLATHEAD RESERVATION, ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW. EXECUTED IN FIVE ORIGINALS.

CONFEDERATED SALISH AND KOOTENAI TRIBES, BY:

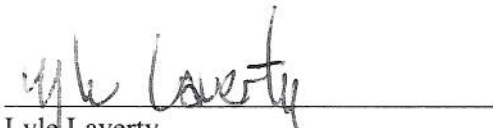

James Steele, Jr.
Chairman, Tribal Council
Confederated Salish and Kootenai Tribes

6/19/08
Date

UNITED STATES DEPARTMENT OF THE INTERIOR, BY:


H. Dale Hall
Director
U.S. Fish and Wildlife Service

6/19/08
Date


Lyle Laverty
Assistant Secretary of the Interior
Fish and Wildlife and Parks

6/19/08
Date


George Skibine
Acting Deputy Assistant Secretary of the Interior
Policy and Economic Development – Indian Affairs

6-19-08
Date

Attachment A – National Bison Range Baseline Data

I. Background and Process

At the request of the CSKT, the Service agreed to establish baseline conditions as part of the transfer of Activities to the CSKT under this AFA. Baseline conditions are being established for management, reporting and evaluation purposes, as well as for the Comprehensive Conservation Plan (CCP). The Service is required to conduct a CCP for the National Bison Range Complex. This Attachment describes the process for establishing the baseline conditions and what the Service has been able to provide so far.

The CSKT has requested, and the Service has, significant information that comprises NBRC Baseline Data. In some cases, the CSKT request matches up clearly with a specific report or data set identified by the Service, and in other cases it does not. In some cases, multiple CSKT requests may be served by a single Service document/report, and in other instances, several pieces of Service data may be required to satisfy one CSKT information need. CSKT has also requested some data that the Service does not have, or has not identified.

The Parties both recognize that the development of a mutually agreed-upon set of NBRC Baseline Data will be a process. This process has already begun, and will continue through the months prior to full implementation of the AFA. The process will include transmission of hard-copy reports and electronic data from the Service to the CSKT, and meetings between the Service and the CSKT's Natural Resources Department personnel to explain and discuss the various data. As set forth below, the Parties will mutually agree upon the existing NBRC Baseline Data and critical data gaps that will need to be filled in the initial year(s) of the Service/CSKT partnership at the NBRC.

Both Parties are aware of the importance of identifying any data gaps that may exist. Identifying the necessary data collection efforts will be a key to development of the NBRC Comprehensive Conservation Plan, beginning in FY 2010. The Parties will work to identify critical data gaps through the remainder of FY 2008, and will identify high priority data collection efforts in the NBRC Annual Work Plan for FY 2009.

The Parties agree on the following process for completing the NBRC Baseline Data collection. The Parties will review this process and make changes as necessary. Any changes must be agreed-upon by the Parties and in writing.

1. The Parties will establish a scope of NBRC Baseline Data. Establishment of scope will be completed within six months of the last date of signature on the AFA.
2. The Parties will compare the information available with the above scope of baseline information and identify gaps that need to be filled.

3. The Parties will agree on a process for identification and/or collection of unavailable NBRC Baseline Data and if that process includes CSKT work under the AFA, the Parties will modify the Annual Work Plan to accommodate this work.
4. The Parties will jointly conduct condition assessments of major equipment or facilities that will be transferred to the CSKT in accordance with Section 14.D of the AFA.
5. To the greatest extent possible, the Parties agree to complete the process for collection of NBRC Baseline Data by the end of calendar year 2009.
6. The Parties will review the NBRC Baseline Data at the end of 2009 and, if any information or data still needs to be completed, the CSKT and Service will agree on the scope of the remaining information and data to be completed and a time frame and process for completing it.

II. CSKT Request For Baseline Data

The CSKT has requested the following information from available files of the Service:

Biology Program:

Migratory Non-game Bird Surveys

- All data since inception of monitoring.
- Listing of all equipment/materials to be used by CSKT staff, including types and working condition.

Waterfowl Pair Counts and Brood Counts

- All data since inception of monitoring programs beginning.
- Listing of all equipment/materials to be used by CSKT staff, including types and working condition.
- Results of past Service certification of all personnel conducting surveys for any bird identification survey.

Waterfowl Banding

- Listing of all equipment/materials used in the banding project.
- Copies of completed banding schedules.

- Data pertaining to all band returns.

Vegetation Monitoring

- All data collected since inception of monitoring and maps of survey locations.
- All past protocols/methods used to conduct surveys.
- All data collected since inception of monitoring and maps of survey locations.
- Data on locations of where plants were found on any given survey under NBRC survey requirements.
- For Pre/Post burn monitoring, all data since inception of monitoring and maps of survey locations.
- For Pre/Post burn monitoring all past protocols/methods used to conduct surveys.

GIS Mapping and Monitoring

- All data since inception of monitoring and maps produced.
- Inspection of all equipment of materials/equipment used for the GPS surveys both on and off NBRC system.
- Results of past mapping efforts/data layers from the start of surveying efforts.

Invasive Plant Control

- All data since inception of monitoring and maps of control locations.
- Inspection of all equipment of materials/equipment used for control efforts.
- All past release sites, monitoring status and effectiveness of biological controls.

Wildlife Management

Big Game Count

- Past records of volunteer numbers for last 10-year period.
- All data since inception of monitoring programs beginning.
- Data from past elk culling activities that have taken place in the last 10 year span

Bison Round –Up Activities

- All data since inception of monitoring.
- Genetic data records of all cattle genes found during past round-ups.
- Records of past outbreaks of disease for all ungulate species on the NBRC.
- Past data for the herd numbers during round-up activities, i.e. cow/calf ratio, adults/calf numbers, and bull counts.
- Past failure rates of the microchip inserts over time span used in the NBR herd in a year-by-year status.

Mitigation Analyses and Recommendations

- All data since inception of monitoring.
- Past protocols/methods used in assessing direct/indirect effects in any mitigation analysis used within or by sister refuges of the NBR.
- Past data on any efforts of FWS to monitor either health of timber and or cheatgrass colonization on the NBRC.
- Protocols used in such efforts of monitoring and treatment.
- Past efforts of FWS and or any other entities development of an onsite monitoring program for the NBRC.

Animal Husbandry

- All schedules of past veterinary examinations, worming schedules, vaccinations, fairer dates, visual condition checks, and dates of conditioning prior to CSKT arrival.
- An opportunity to have all animals to be used in any form of medium to heavy physical activities (bison moves, round-up, and trail rides)

examined by a veterinarian for soundness before assigned to CSKT employees.

- Horses assigned to any employee should be able to be ridden by any CSKT employee for each scheduled horse related task, in case of unforeseen accidents all riding stock should be able to be ridden by all employees. The Service and CSKT may want to initiate a rotation schedule for all horses and riders. The CSKT may seek to have greater participation in horse recruitment.
- Condition of tack to be assigned to CSKT should be inspected and documented.
- Full inspection of horse feed supplies left from previous years use (hay, grain, and supplements).

Fire Program:

For these activities designated for fire suppression and or controlled burns.

- Full video/ photographic inspection and inventory of any and all equipment/materials to be used at the NBRC.
- The new unit fire management plan required, completion by 12/31/08
- All past data on prescribed burns completed and schedule of all proposed burns to take place on or off NBRC for next several years.
- Preparedness activities that have been required for Service staff and that may be required for CSKT employees.
- Past 10 years data records on certification/training of all fire fighters that have been on active duty on the NBRC.
- Baseline data and monitoring standards for habitat management objectives.
- Video inspection of all fire equipment upon date or before walk-on of any CSKT employees.
- Maintenance schedules of all vehicles/equipment including maintenance logs, and a visual or video inspection of all equipment before date of walk-on CSKT employees.

Maintenance:

- A video inspection of all buildings CSKT staff will be either working in or will be held responsible for during any AFA or Management Agreement.
- Full and comprehensive report of any maintenance that is scheduled or has been required to be conducted on all NBRC outbuildings, including the Visitors Center for the last 5 years.
- A full inspection of fuel storage tanks that are on the NBRC, check for any visual leaks and or defects (include in video inspection).
- Maintenance schedule of past activities and personnel that have maintained each trash receptacle at designated bin sites for last 5years.
- A full video inspection and inventory of all equipment to be used for irrigation purposes on the NBRC, also an inspection of all canals within the NBRC used for irrigation purposes.
- Past results and or reports from the state of Montana on daily water testing.
- Past inspection records for fire extinguishers for the last 5 years.
- Full inspection of mowing equipment to be included in video files, equipment including tractor implements, i.e. sickle-bar and flail mowers.
- Maintenance schedules for all equipment used for mowing activities for the past 5 years.
- Inspection of all drinking water pipes for damage, and document damage to Visitor Centers ceiling caused by past leaks.
- Mowing schedule and dates WPA parking areas were mowed for past 5 years.
- Past burning permit records issued for burning of burn-pile and dates of burning.
- Full inventory list of materials on-hand that are stored in the bone-yard area (video).

- Inspection of all roads within NBRC boundaries documenting current conditions.
- Maintenance schedules of all equipment used to maintain road system over the last 5 years (video).
- All inspection/cleaning reports for the last 10 years.
- Video inspection of all foot paths and maintenance schedules for last 10 years.
- Records of dust abatement applications for the past 5 years.
- Video inspection of working condition of all corrals/ fences and maintenance schedules for past 5 years.
- Video inspection of all chutes and runs and equipment to be used during any animal handling activities and or annual round-ups.
- Video inspection of all stock tanks used for round-up and or any handling activities.
- Video inspection of all plumbing within slaughterhouse area.
- Inspection of all rails, fences, signs, etc. to check for future needs.
- Video inspection of road system.
- Past plowing dates and personnel involved in snow removal activities.
- Full video inspection of fencing system prior to starting dates of any CSKT workers; inspection to include testing of all electrical components used for bison exclusion.
- Past 10 year spraying schedule, including all personnel involved and priority listings.
- Past documentation of invasive weed progression/regression both on and off the WPAs and the NBRC spayed areas.
- Video inspection of all diversions, dams, ditches, and shut-off valves for both on and off NBRC grounds.
- Video inspection of and maintenance schedule for past 10 years on spring boxes and stock tanks within NBR boundaries.

- Visual and photographic inspection/documentation upon radios being issued.

Visitor Services:

Public Contact and Safety

- With security as an issue, has the back door of the Visitor Center been fixed or replaced since 2006?
- Inventory list of first aid and CPR supplies on hand at the start of the new AFA.
- Inventory and inspection of all equipment/supplies used for the Environmental Education Program (video).
- Inspection of working condition of all displays in the Visitor Center.
- A full report of past five years' receipts, amounts of sales of all supplies and permits sold from the NBR

Information and Education Materials

- Explanation of what is designated as Educational Library Materials and inspection of said materials for quality determination.
- List and inventory of brochures that are available to the public.
- Documentation of when will the Internet website will be activated and what information will be included for educational context (Tribal history, Federal history or both).
- Full inventory of video, photographic, and electronic library databases before reporting dates of CSKT workers.

III. Baseline Data identified by the Service as currently and readily available, and the locations/offices in possession of that data.

A. The Regional GIS Branch, Division of Planning, Lakewood CO, has GIS maps of the Refuge Boundaries for refuges of the NBRC.

B. The RMIS Branch, Division of Program Budget Development, Lakewood, CO, has:

- RPI – Real Property Inventory. This data base includes descriptions, acquisition costs, replacement costs, condition assessments on all real property assets of the NBR, and other refuges in the NBR Complex. This includes: Buildings, roads, parking lots, water control structures, dams, wells, bridges, and all other real property assets. See Att. D of this AFA.
- SAMMS - This data base includes all work orders for maintenance of real property assets. Includes Deferred Maintenance (generally high dollar items on real property), as well as small (e.g. ATVs/vehicles) and large (i.e. heavy construction equipment) equipment replacement needs.
- RAPP – Refuge Annual Performance Plans. This data base comprises the official annual work plans for each refuge, including accomplishments for habitat management, wildlife monitoring, visitor services, law enforcement, maintenance, and other workload factors.
- Five-Year Plan for Deferred Maintenance. Includes a list of DM projects forecast for funding at each Refuge over the next 5 years.

C. The Division of Contracting and General Services, Lakewood, CO, has:

- Personal Property Inventory. This is a list of all accountable personal property assigned to the NBRC. This inventory includes vehicles, heavy equipment, tools, machinery etc, generally valued at over \$3,000.00, and sensitive items including computers and other IT equipment, firearms, cameras
- Fleet Reports: The Branch of General Services maintains our Fleet Reports that include usage data on all vehicles. Mileage, repair costs, fuel utilization, etc.

D. The Division of Engineering, Lakewood, CO, has:

- Semi-annual/annual Energy Utilization Reports for each refuge, including usage of electricity, natural gas, fuel oil, gasoline, diesel fuel, etc. for operation and maintenance of buildings and process energy.

E. The Division of Realty, Lakewood, CO, has:

- All the official real estate records for each refuge. Cadastral survey, easements, ROW, etc.

F. The Wildlife Health Office in Bozeman, MT maintains the following databases of biological data for NBR and other refuges:

- Necropsy Reports – Word Documents. Pathology reports on mortalities and roundup postmortems.
- NBR Refuge Database – Access database. Includes CWD, viral serology, necropsy, capture info, parasitology, hematology, clinical chemistry, Johne’s disease, brucellosis and other wildlife health data from NBR.
- Serology Database – Access database. Multi-refuge database with NBR portion listed above.
- Genetic Sample Inventory – Access database. Archive of all NWR bison and bighorn sheep genetic samples.
- AI response Database – Access database. Central flyway Avian Influenza surveillance data. (not sure if it contains any data from NBRC).
- Active Refuge CWD Risk/Needs Assessment – Access Database. Risk/needs assessments for CWD for R6 refuges, including NBR
- NBR Genetics – Access database. Includes all genetic related to NBR bison.
- Immobilization Database – Access database. Immobilization records for all refuges including NBR.
- Technical Assistance Schedule – Access database. Records of technical assistance provided to clients, including NBR.
- OVD Databases (6 total) – Access database. Summary of research on oral vaccine delivery systems. Work conducted at NBR, but not for NBR.

G. Additionally, the former NBR Biologist, currently assigned to WHO, Bozeman has the following data/reports mostly in Word or Excel:

- NBR Bison Reproductive Success Reports
- Microchip and eartag loss data
- Brand side by decade
- 2004 – 2008 roundup and chute runs
- Genetics folder – background material with some NBR material
- Some waterfowl/banding reports.

H. The Service’s Montana Invasives Strike Team located at Benton Lake NWR, Great Falls, MT, has:

- Invasives species inventory work completed in 2007 for NBRC refuges, including mapping and treatment data for Yellow Flag Iris, Purple Loosestrife, Whitetop, and other invasive species.
- A summary of IPM accomplishments at Ninepipe NWR for 2007.
- GIS layer on IPM treatment sites for NBRC in 2007.
- Annual Pesticide Use Reports for refuges of the NBRC.

I. The Refuge Headquarters, NBR, Moiese, MT, has the following data:

- Rangeland Resource Condition assessment Report 2005 (CSKT product)
- Rangeland condition surveys 1964 and 1989. Conducted by NRCS
- Fire Ecology of the National Bison Range report 2006 (CSKT product)
- Condition assessment for real property (2007)
- Refuge Quarters condition assessments (2007)
- Lead based paint report for Refuge Quarters
- Asbestos report for Refuge Quarters.
- Fenced Animal Management Plan 1990 (includes target animal numbers all big game)
- NBR Complex Fire Management Plan 2002
- Deferred maintenance projects in Service Asset Maintenance Management System (SAMMS)
- Cultural Resource Overview of U.S Fish and Wildlife Service Western Montana Properties 2000 (CSKT product)
- Biological Control of weeds - Insect agents released and viable populations.
- Test Results for Chronic wasting disease in Elk 2003; pending for 2007
- Visitor Services Review by Regional EVS staff 2004.
- Visitor Satisfaction Survey (National Survey) 1998 survey Published 2003
- Federal Fee collection report to Government Accountability Office (GAO) 2007
- Safety inspection report – Regional Safety Office 2007
- Christmas Bird Counts (2000-2007)
- Weed mapping on portions of NBR (GIS layer) Mostly Dalmatian toadflax.
- Springs and watering areas for wildlife on NBR (GIS layer)
- Fences on NBR (GIS layer)
- Road resources report for NBRC Federal Highways report (2001)
- Animal Handling Protocol
- NBR Elk Count reports 2005 and 2007
- Waterfowl banding schedules
- Waterfowl band recoveries
- Mid winter waterfowl census report
- Annual Big Game Count 1990-2006
- Pesticide use reports (1999-2007)
- General Wildlife Observations NBR complex (50 years+ of data)
- NBR Energy Use Reports
- NBR Vehicle use Reports
- Public Water system testing reports
- NBRC Waterfowl Pair Counts
- NBRC Waterfowl Brood Counts
- NBR Cougar –Prey Dynamics 1999-2000

- Parker 3 step Range Surveys (data 1992, 1999 & 2004)
- Uniform Crime report for NBRC
- Rotation schedule for bison grazing units (2005-2007)

Attachment B - FY 2009 National Bison Range Budget

Notations:

- all staff costs based on General Schedule (Rest of US) at Step 6 level with 35% benefits
- CSKT overhead based on the approved OIG rate (August 2, 2007)
- receipts collected under the NBR fee program (~ \$30K/year) will be split 50:50 and must be used within program guidelines
- per headquarter's guidance, management capability for the FWS and CSKT includes Annual Maintenance funding
- FY 2009 staffing costs include a projected 3.2% cost-of-living increase, but this is actually calculated on OMB provided uncontrollable cost increases
- FY 2009 flexible funding is estimated and scheduled deferred maintenance projects are included
- per Section 13.B, this attachment will be revised each fiscal year no later than August 31st
- per Section 13.B, certain positions and activity performance will be phased in and salary costs and associated overhead will be pro-rated accordingly based on weekly rates

		FY 2009	Weekly Cost (for pro-ratio purposes)
BASE Funding			
FWS Portion			
Refuge Manager	GS-0485-13	\$126,200	
Deputy Refuge Manager (LE)	GS-0485-12	\$106,200	
Outdoor Recreation Planner	GS-0023-11	\$88,600	
<i>Subtotal, FWS Employees:</i>		<i>\$321,000</i>	
Management Capability (includes annual maintenance)		\$118,250	
Fixed Costs (per Section 13.B.1)			
(a) Utilities		\$10,000	
(b) Fuel		\$25,000	
(c) Telephone Service (cell & landlines)		\$9,500	
(d) Mandatory Software Upgrades		\$1,000	
(e) Security Alarm		\$700	
(f) Satellite Television		\$450	
(g) Office Trailer Rental		\$6,000	
(h) Trash Removal		\$1,200	
(i) Irrigation Water		\$23,000	
(j) Postage Meter		\$400	
(k) Other Similar Costs		\$5,000	
<i>Subtotal, Fixed Costs:</i>		<i>\$82,250</i>	
Funds Returned to FWS for IPA Employees		\$175,600	
Total, FWS Portion:		\$614,850	
CSKT Portion			
Deputy Refuge Manager	GS-12	\$106,200	\$2,042
Lead Refuge Biologist	GS-12	\$106,200	\$2,042
Fish and Wildlife Biologist	GS-9	\$73,200	\$1,408
Park Ranger	GS-5	\$48,300	\$929
Biological Technician	GS-5	\$48,300	\$929
Biological Technician (0.5 FTE)	GS-5	\$24,200	\$465
Maintenance Worker (0.5 FTE)	WG-7	\$25,600	\$492
Maintenance Worker (0.5 FTE)	WG-7	\$25,600	\$492
<i>Subtotal, CSKT Employees:</i>		<i>\$457,600</i>	
CSKT Contract Support Costs (18.24%)		\$83,466	
Administrative Officer	GS-0341-7	[\$59,900]	
Mobile Equipment Operator	WG-5716-9	[\$71,000]	
Maintenance Worker (0.8 FTE)	WG-4749-7	[\$44,700]	

<i>Subtotal, IPA Employees:</i>			
Management Capability (includes annual maintenance)			
Total, CSKT Portion:			
Total, BASE Funding:			
<u>FLEXible Funding</u>			
Uniforms			
Volunteer Program			
MMS-Small Equipment			
MMS-Deferred Maintenance			
- Nine-pipe NWR to rehab boundary fence and signage (SAMMS 89106582)			
MMS-Deferred Maintenance			
- Nine-pipe NWR to rehab "Nine-pipe fence (SAMMS 01117975)			
Total, FLEXible Funding:			
<u>Fire Management</u>			
Range Technician (0.5 FTE)	GS-7		
CSKT Contract Support Costs (18.24%)			
Support funding (NUS)			
Project dollars (haz fuels & WUI)			
Total, Fire Management:			
<u>Recreation Fee Program</u>			
50% Actual Collections			
TOTAL: National Bison Range Complex:			

BASE & Other AFA Amounts (to be transferred to CSKT):

BASE Funding	\$661,366
FLEXible Funding	
Uniforms	\$3,000
Volunteer Program	\$2,700
Deferred Maintenance	\$81,000
Fire Management	\$36,849
Recreation Fee Program	TBD
Total, BASE & Other AFA:	\$784,915

FY09 Salary & Benefits Analysis

	Salary	Benefits	Total S&B
GS-5 (0.5 FTE)	\$17,900	\$6,300	\$24,200
GS-5	\$35,800	\$12,500	\$48,300
GS-7 (0.5 FTE)	\$22,150	\$7,750	\$29,900
GS-7	\$44,350	\$15,550	\$59,900
GS-9	\$54,200	\$19,000	\$73,200
GS-11	\$65,600	\$23,000	\$88,600
GS-12	\$78,650	\$27,550	\$106,200
GS-13	\$93,500	\$32,700	\$126,200
WG-7 (0.5 FTE)	\$19,000	\$6,600	\$25,600
WG-7 (0.8 FTE)	\$33,100	\$11,600	\$44,700
WG-9	\$52,600	\$18,400	\$71,000

Attachment C
National Bison Range - Personal Property (>\$500 and controlled property)

PROP #	ITEM	DESCRIPTION	BRAND	MODEL	SERIAL #	COST	LOCATION	CONDITION
618986	ANALYZER	MOTOR ANALYZER	PATHFINDER II	MONITOR 4000	A102245	\$960.39	SHOP	FAIR
690109	APPLIANCE	REFRIGERATOR	GE	PTC22SFMRBS	156224509	\$1799.00	MANAGERS QTRS	FAIR
690110	APPLIANCE	RANGE	GE	JB065SC	234994599	\$1498.00	MANAGERS QTRS	FAIR
690112	APPLIANCE	DISHWASHER	GE	PDW7880JSS	313404755	\$679.98	MANAGERS QTRS	FAIR
662555	ATV	4-WHEELER/MAN TRANS	ARCTIC CAT/M7116	A2001ATM4BUSG	4UF01ATL01T332070	\$5,700.00	SHOP	FAIR
662562	ATV	6X6, GREEN 2001	POLARIS SPORTSMAN	A01CL50AA	4XACL50AX1D617028	\$4,549.00	SHOP	FAIR
662378	BACKHOE	BACKHOE	CATERPILLAR	416C	01WR3804	\$62,085.00	NBR	FAIR
662497	CAMERA	DIGITAL	NIKON	COOLPIX 995		\$679.95	OFFICE LOCKER	FAIR
662575	CAMERA	DIGITAL	SONY	MVC-CD400	354394	\$768	OFFICE LOCKER	FAIR
662576	CAMERA	DIGITAL	SONY	MVC-CD400	357244	\$850.00	PUBLIC USE	FAIR
618990	CHUTE	CALVES/500 LB	THORSON	CALF	NONE	\$600.00	CORRALS	FAIR
690379	CHUTE	STOCK, HYDRAULIC SQUEEZE	SILENCER COM PRO	SC00495	30229	\$15,985.00	CORRALS	VERY GOOD
662411	COMPUTER	NETWORK HUB	3COM	SUPER STACK			OFFICE	FAIR
662432	COMPUTER	733MHZ/128 RAM	DELL SV# 4BPX201	2.20325e+006	5.53793e+007	\$2,418.00	WEATHER	FAIR
662439	COMPUTER	LAPTOP	DELL	INSPIRON 5000E	SV TAG 3DXS201	\$2,574.00	OFFICE LOCKER	FAIR
662441	COMPUTER	733MHZ/128 RAM	DELL SV# 46BB201	2.20325e+006	5.46832e+007	\$2,418.00	NBR SHOP	FAIR
662492	COMPUTER	OPTIPLEX 400	DELL	EX TAG 36072170641	SV TAG GKKFT01	\$1,256.00	EXTRA IN TRAILER	FAIR
662551	COMPUTER	2000/1GRAM/240GHD	DELL	PRECISION 330	SV TAG 97GVTO1	\$2,383.00	OFFICE TRAILER	FAIR
662585	COMPUTER	PC	GATEWAY	E-SERIES	2.80312e+007	\$1,935.00	OFFICE TRAILER	FAIR
668210	COMPUTER	DESKTOP	DELL OPTIPLEX	OPTIPLEX GS270T	165FB31	\$1102.46	OFFICE TRAILER	FAIR
668211	COMPUTER	DESKTOP	DELL OPTIPLEX	OPTIPLEX GS270	H55FB31	\$1102.46	MINDY	FAIR
668217	COMPUTER	NETWORK SERVER	DELL	POWEREDGE		\$2994.00	OFFICE	FAIR
690122	COMPUTER	DESKTOP	DELL	OPTIPLEX GX270T		\$1197.09	OFFICE TRAILER	FAIR
690125	COMPUTER	DESKTOP	DELL	OPTIPLEX GX270T		\$1197.09	NBR OFFICE	FAIR
690127	COPIER	4 DRAWER WITH NETWORK	MINOLTA	DI351		9163.98	OFFICE	FAIR
618979	DRILL PRESS	ELECTROMAGNETIC	MILWAUKEE	MTR 4297	0050025815	\$1,597.05	WOODSHOP STORAGE	FAIR
618870	DRIVER	POST DRIVER	SHAVER	HD10	HD 5204	\$1,455.00	EQUIP STORAGE	FAIR
690375	DVD/VIDEO	PLAYER/RECORDER	SONY	SLV-D360P	0270210		VISITOR CENTER	FAIR
662591	FAX	PLAIN PAPER	TOSHIBA	DP80F		\$741	OFFICE	FAIR
138378	FIREARM	RIFLE W/SCOPE	WINCHESTER	70-243	417291	\$148.09	SHOP LOCKER	FAIR
145913	FIREARM	RIFLE,30-30	WINCHESTER	94	1289305	\$34.00	CRAIG	FAIR
149621	FIREARM	RIFLE W/SCOPE	WINCHESTER	7032-243	543177	\$158.65	SHOP LOCKER	FAIR
654457	FIREARM	RIFLE/.338/SCOPE	RUGER	M77	74-91998	\$400.00	LE LOCKER	FAIR
660788	FIREARM	30.06 RIFLE	SAKO AV	BOLT ACTION	597449		LE LOCKER	VERY GOOD
660789	FIREARM	30.06 RIFLE	SAKO AV	BOLT ACTION	598485		LE LOCKER	VERY GOOD
662406	GPS	MINIPORTABLE READER	BIOMARK		3.49842e+007		OFFICE	FAIR
668219	GPS	MINIPORTABLE READER	BIOMARK		3299-4454	\$587.00	NBR	FAIR
690364	GPS	TRIMBLE UNIT	TRIMBLE	GEO-XT	4428E01809	\$5,830.00	NBR	GOOD
618801	GRADER W/RIPPE	SNOWPLOW,125 HP	JOHN DEERE	670A	670A 08564T	\$52,156.00	EQUIP STORAGE	GOOD
624690	LOADER	FRONT END/48"DEC	JOHN DEERE	544C	406769	\$63,077	SHOP	FAIR
690372	LOADER	ALL WHEEL STEER	BOBCAT	A300	526412334	\$37,879.75	NBR SHOP	VERY GOOD
618919	METER,DISSOLVE	OXYGEN&TEMP	YELLOW SPRINGS	54ARC	G8024782	\$771.83	OFFICE CLOSET	FAIR
618920	METER,DISSOLVE	OXYGEN&TEMP	YELLOW SPRINGS	54ARC	G8024776	\$771.83	OFFICE CLOSET	FAIR
662459	MIXER	CEMENT	WORKMAN	350	166691	\$2,495.00	SHOP	FAIR
618825	MONITOR	19"COLOR	PANASONIC	CT-1910M	MB 9660148	\$800.00	BOOTH PROGRAM	FAIR
662389	MONITOR	17" COLOR	DELL	ULTRASCAN	918626329262		SHED	FAIR
662410	MONITOR	15 INCH	DELL	TRINITRON	2.89809e+006		OFFICE	FAIR
662431	MONITOR	17"	DELL	ULTRA SCANP991	7.81671e+006		NBR SHOP	FAIR
662550	MONITOR	19 INCH	DELL	ULTRASCAN 991			TRAILER	FAIR

Attachment C
National Bison Range - Personal Property (>\$500 and controlled property)

PROP #	ITEM	DESCRIPTION	BRAND	MODEL	SERIAL #	COST	LOCATION	CONDITION
662584	MONITOR	FLAT SCREEN	GATEWAY		KUL7002F0021460		OFFICE TRAILER	FAIR
668212	MONITOR	17" FLAT PANEL W/ SP	DELL				MINDY	FAIR
668213	MONITOR	17" FLAT PANEL W/ SP	DELL				OFFICE TRAILER	FAIR
690121	MONITOR	17" FLAT PANEL W/SPEAKERS	DELL			\$1197.09	OFFICE TRAILER	FAIR
690123	MONITOR	17" FLAT PANEL W/SPEAKERS	DELL			\$1102.46	OFFICE (SPARE)	FAIR
690126	MONITOR	17" FLAT PANEL W/SPEAKERS	DELL			\$1197.09	NBR OFFICE	FAIR
690160	MONITOR	17" FLAT PANEL	DELL				OFFICE (SPARE)	FAIR
618951	MOWER	SICLE, 9FT	JOHN DEERE	JD350	E00350X851044	\$1,963.00	EQUIP STORAGE	FAIR
618962	MOWER	REAR MOUNT, 7'	JOHN DEERE	JD350	E00350X850849	\$2,750.00	MACHINE SHED	FAIR
662427	MOWER	RIDING	TORO	Z25626	2e+008	\$7,796.00	NBR	GOOD
662428	MOWER	SELF-PROPELLED	TORO	15Z-TZM6C	PC150VJ63782	\$2,245.19	MOWER SHED	FAIR
662446	MOWER	RIDING	TORO	Z256E	74218	\$8,826.39	MOWER SHED	FAIR
223802	MV	TRK/DERRIRIGGER/F900	I108116	FORD - 2000	C991KVA89897	\$52,668.53		FAIR
618884	MV	TRUCK/DUMP/DSL	I149923	INTERNATIONAL - 1984	IHT2PJUR8FHA49738	\$72,627.00		GOOD
618905	MV	PU/CUB/4X4/GAS/BLUE-FIRE	I150157	DODGE - 1988	1B6MW345105746944	\$12,314.00		FAIR
658230	MV	PU/4X4/CYL8/51.2	I257982	DODGE - 1995	1B7KF26Z6TJ132025	\$18,673.89		FAIR
658244	MV	UTILITY/SPORT/BLACK	I259462	JEEP - 1996	1J4FY1955VP503559	\$17,478.00		FAIR
662377	MV	PU 3/4 TON	I259580	DODGE - 1998	3B6KF26W7WM285479	\$19688.00		FAIR
662381	MV	4X4 SUBURBAN	I265247	CHEVY - 1998	1GNKG26J7XJ383239	\$29,915.00	NBR	GOOD
662422	MV	PU 4X4	I265374	CHEVY - 2000	1GCGK24R5YF469177	\$20,500.00		GOOD
662447	MV	PU 4X4 DAKOTA	I273729	DODGE - 2000	1B7GG22XX1S200082	\$20,202.00	NBR	FAIR
662564	MV	6 CYL CARAVAN	I280904	DODGE - 2002	1B4GP44302B694215	\$20,312.11	NBR	GOOD
662578	MV	1000 GALLON PUMP TRUCK	MACK	MILITARY	NL027PC12610296	\$29,986.00	NBR	FAIR
673016	MV	PU 6CYL/GVW6100	I168123	CHEVY - 1993	1GCEC14ZORZ264792	\$13,012.93		FAIR
690371	MV	CIVIC HYBRID	I481398	HONDA-2005	JHMES95665S018093	\$21,699.00	NBR	VERY GOOD
658209	PRINTER	LASERJET 4L	HP	C2003A	USCCO21340	\$789.00	OFFICE CLOSET	FAIR
658254	PRINTER	PRINTER,LASER	HP	LASERJET 5	USHCO22140	\$1,337.00	TRAILER/BIO OFFICE	FAIR
662457	PRINTER	COLORLASERJET	HP	4500	JPCD14935	\$2,045.00	SHOP	FAIR
618810	PROJECTOR	SLIDE/TAPE PRESE	ELECTROSONIC	ES3669B	430	\$1,313.70	VC-THEATER CLOSET	FAIR
658237	PROJECTOR	OVERHEAD	DUKANE	28A4000	1915323	\$552.50	VC CLOSET	FAIR
690374	PROJECTOR	DATA PROJECTOR	SONY	VPLCX85	13144		VISITOR CENTER	FAIR
618957	PUMP	TRASH/2"	HOMELITE	121TP2	HL 1440049	\$967.53	OLD SHOP	FAIR
662593	PUMP	FIREFIGHTING	WILDFIRE	MK 3 WP	201020892	\$2938.91	FIRE STORAGE	FAIR
673017	PUMP,IRRIG	TRAILERMOUNTED	DAKOTA	PJ59T	TO6059T467062	\$15,355.00	OLD SHOP	GOOD
618981	PUMPER	SLIPON/300GAL	WAJAX PACIFIC	2-902 BB-4	NONE	\$9,298.65	FIRE TRUCK - BLUE	FAIR
600786	RADIO	MOBILE/HIGHBAND	MOTOROLA	U73BBA1300A	NC1279		MV 05	FAIR
618162	RADIO	MOBILE/ROOF MOUN	MOTOROLA	D34MJA7DA5-K	428ASL4284	\$527.80	MV 01	FAIR
618939	RADIO	MOBILE/HAIGBAND	MOTOROLA	MAX TRAC 300	428HQL2689	\$566.15	MV 07	FAIR
618940	RADIO	MOBILE/HIGHBAND	MOTOROLA	D43MJA7DA5K-	428AQQ3661	\$566.15	NBR SHOP	FAIR
618941	RADIO	MOBILE/HIGHBAND	MOTOROLA	D43MJA7DA5K-	428AQQ3660	\$566.15	NBR SHOP	FAIR
618942	RADIO	MOBILE/HIGHBAND	MOTOROLA	D43MJA7DA5K-	428AQQ3659	\$566.15	NBR SHOP	FAIR
618961	RADIO	BASE STATION/45WATT	MOTOROLA	L53SUM70DA	154SRS6996	\$1,122.00	NBR SHOP	FAIR
618984	RADIO	HANDHELD	BENDIX/KING	EPH51428	309584	\$616.00	NBR SHOP	FAIR
628826	RADIO	MITREK T-83-JJA/MBL	MOTOROLA	HMN4000 B		\$1,683.00	MV 06	FAIR
662351	RADIO	MOBILE	MOTOROLA/ASTRO	T99DXT091W	412AXC0174	\$1,320.00	MV 08	FAIR
662352	RADIO	MOBILE	MOTOROLA/ASTRO	T99DXT091W	412AXC0175	\$1,320.00	MV 15	FAIR
662353	RADIO	MOBILE	MOTOROLA/ASTRO	T99DXT091W	412AXC0173	\$1,320.00	SHOP	FAIR
662449	RADIO	HANDHELD	BENDIX/KING	EPH5102X	43168	\$500.00	NBR SHOP	FAIR
662596	RADIO	HANDHELD (FIRE)	RACAL 25	PRC 6894	06787	\$2853.00	OFFICE LOCKER	FAIR

Attachment C
National Bison Range - Personal Property (>\$500 and controlled property)

PROP #	ITEM	DESCRIPTION	BRAND	MODEL	SERIAL #	COST	LOCATION	CONDITION
662597	RADIO	HANDHELD (FIRE)	RACAL 25	PRC 6894	08780	\$2853.00	OFFICE LOCKER	FAIR
662598	RADIO	HANDHELD (FIRE)	RACAL 25	PRC 6894	06039	\$2853.00	DARREN	FAIR
668209	RADIO	VHF MOBILE	CLIN	CLIN 4003BA	53170F252A17277	\$1884.00	NBR	FAIR
668221	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	QTRS 64	GOOD
668222	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	NBR BUNKHOUSE	FAIR
668223	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 6	FAIR
668224	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 19	FAIR
668225	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 2	FAIR
668226	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 4	FAIR
668229	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 12	FAIR
668230	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	SHOP	FAIR
668231	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	GRADER	FAIR
668232	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 22	FAIR
668233	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	QTRS 62	GOOD
668238	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 13	FAIR
668239	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 5	FAIR
668240	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 23	FAIR
668241	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 1	FAIR
668244	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 9	FAIR
668245	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	TIMS HOUSE	FAIR
668248	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 17	FAIR
668249	RADIO	MOBILE	MOTOROLA/ASTRO	T 99DX		\$1,320.00	MV 10	FAIR
690106	RADIO	MOBILE	MOTOROLA/ASTRO	412CDS0599		\$1,320.00	MV 11	FAIR
690119	RADIO	HANDHELD (FIRE)	RACAL		11188	\$2603.00	OFFICE LOCKER	FAIR
690120	RADIO	HANDHELD (FIRE)	RACAL	PRC6894	10935	\$2603.00	OFFICE LOCKER	FAIR
690132	RADIO	HANDHELD	RACAL		10879		OFFICE LOCKER	FAIR
690133	RADIO	HANDHELD	RACAL		10907		OFFICE LOCKER	FAIR
690134	RADIO	HANDHELD	RACAL		11882		OFFICE LOCKER	FAIR
690135	RADIO	HANDHELD	RACAL		12256		PAT	FAIR
690136	RADIO	HANDHELD	RACAL		12240		OFFICE LOCKER	FAIR
690138	RADIO	HANDHELD	RACAL		12266		OFFICE LOCKER	FAIR
690139	RADIO	HANDHELD	RACAL		10795		OFFICE LOCKER	FAIR
690140	RADIO	HANDHELD	RACAL		10775		SKIP	FAIR
690141	RADIO	HANDHELD	RACAL		12189		OFFICE LOCKER	FAIR
690143	RADIO	HANDHELD	RACAL		12181		OFFICE LOCKER	FAIR
690144	RADIO	HANDHELD	RACAL		12186		OFFICE LOCKER	FAIR
690145	RADIO	HANDHELD	RACAL		12173		OFFICE LOCKER	FAIR
690146	RADIO	HANDHELD	RACAL		12385		OFFICE LOCKER	FAIR
690147	RADIO	HANDHELD	RACAL		12255		OFFICE LOCKER	FAIR
690148	RADIO	HANDHELD	RACAL		11827		OFFICE LOCKER	FAIR
690149	RADIO	HANDHELD	RACAL		11651		OFFICE LOCKER	FAIR
690150	RADIO	HANDHELD	RACAL		12228		OFFICE LOCKER	FAIR
690151	RADIO	HANDHELD	RACAL		12273		OFFICE LOCKER	FAIR
690152	RADIO	HANDHELD	RACAL		12192		OFFICE LOCKER	FAIR
690153	RADIO	HANDHELD	RACAL		12274		OFFICE LOCKER	FAIR
690154	RADIO	HANDHELD	RACAL		12230		OFFICE LOCKER	FAIR
690156	RADIO	HANDHELD	RACAL		12182		OFFICE LOCKER	FAIR
690158	RADIO	HANDHELD	RACAL		12306		OFFICE LOCKER	FAIR
690161	RADIO	REPEATER STATION	CELWAVE	5042-1	14825-003	\$8334.00	HIGHPOINT	FAIR

Attachment C
National Bison Range - Personal Property (>\$500 and controlled property)

PROP #	ITEM	DESCRIPTION	BRAND	MODEL	SERIAL #	COST	LOCATION	CONDITION
690402	RADIO	MOBILE	MOTOROLA/ASTRO	T99DX+091W	412ACU0879	\$1,400.00	NBR SHOP	FAIR
154995	RAKE	ROCK/TRAILER TYP	HALL-PERRY	RA 70	550	\$900.00	SOUTH OF SHOP	FAIR
668202	RAKE	8' ROCK	RHINO	LR35-10094		\$800.00	NBR	FAIR
618980	RAMMER	VIBRATOR,4HP	WACKER	BS45Y	654601133	\$1,575.00	WOODSHOP	FAIR
618864	RECORDER	MULTI-IMAGE SERI	TASCAM	133	200154	\$1,100.00	VC-THEATER	FAIR
658222	SADDLE	WESTERN RIDING	PHILLIPS	NONE	NONE	\$1,650.00	BARN TACKROOM	GOOD
690392	SADDLE	WESTRN/17"	TWIST		NONE	\$1,500.00	BARN TACKROOM	GOOD
662471	SAW	CHAIN	STIHL	21			WOODSHOP	FAIR
626596	SEEDER	GRASS SEED	TRUAX	812	823	\$5,545.00	SHOP	FAIR
659507	SPRAYER	HERBICIDE INJECTION	BIG JOHN - 1997			\$7,196.00	SHOP	FAIR
662467	SPRAYER	HERBICIDE 300 GAL	KUKER		1526-17-18	\$2,500.00	BARN COURTYARD	FAIR
662448	SPREADER/SAND	8'		HENDERSON	ESP-09346	\$3,100.00	NBR	FAIR
662739	TELESCOPE	15/60 MM	B & L	Disc 78-1600	AH98002		NBR	FAIR
662478	TIRE CHANGER	PNEUMATIC	PERFORMANCE	4000	9.00596e+009	\$2,507.26	SHOP	FAIR
658243	TRACTOR	1996 JOHN DEERE	JOHN DEERE	5400	LV5400E542221	\$22,506.00	NBR	GOOD
618994	TRACTOR,CRAWLR	RIPPER/BACKHOE/3	CATERPILLAR	D-4-D	78A5797	\$13,198.00	OPEN GARAGE	GOOD
658221	TRAILER	HORSE, 18IN	I257005	TRAILMANN	1M9LA1824S1328398	\$5,399.00	BARN COURTYARD	FAIR
658245	TRAILER	FLATBED, 24 FOOT	I259410	CIRCLE D	4D3FG3229V1006067	\$6,475.00	NBR	GOOD
662369	TRAILER	ATV	I259440	KARAVAN	186K1010WF03941	\$795.00	NBR	FAIR
662370	TRAILER	BOAT		EZT14	1ZEAAHGA2WA029238	\$620.00	NBR	FAIR
662371	TRAILER	BOAT		EZT14	1ZEAAHGA9WA029236	\$620.00	NBR	FAIR
662373	TRAILER	TANDEM	I259438	DCT	4GBF16244W1011499	\$1,700.00	NBR	FAIR
662375	TRAILER	UTILITY	I271030	DCT	4GBF1012W1010187	\$1,099.00	NBR	FAIR
662443	TRAILER	TILT	I271029	TRAIL KING	1TKC029221M1049	\$20,550.00	NBR	GOOD
662558	TRAILER	FLATBED (ATV)	I276000	BLACKFOOT	1B9B51051T532084	\$1,595.00	NBR	FAIR
662577	TRAILER	16' LIVESTOCK	I276146	TRAILMANN-2000	IM9LL162331482154	\$6,023.00	BARN COURTYARD	FAIR
668200	TRAILER	6X12 ENCLOSED	I481212	PACE (RECYCLE)	4P2FB121X3U041722	\$2335.00	NBR VC	FAIR
619000	TRANSMITTER	FOR STATION PUB	RADIO SYSTEMS	TR-20	2780	\$1,009.58	OFFICE	FAIR
661571	TRANSMITTER	RADIO DIGITAL MSG SYSTEM		AP55	H4290	\$1,990.00	NBR (PUBLIC USE)	FAIR
662473	TRIMMER/GRASS	FLEX HOSE W/BLADE	SHINDAINWO	BR35	9.01415e+006		MOWER SHED	FAIR
662376	VIDEO SYSTEM	TOUCH SCREEN	FACTURA		VO8415	\$8,500.00	VC	FAIR
662477	WASHER	POWER	HOTSY	770A	CA22290376	\$2,110.73	OIL SHED	FAIR
607301	WELDER	ARC,AC/DC,60CYCL	LINCOLN	250-250	AC-389887	\$583.20	SHOP	FAIR
618978	WELDER	ARC/230V/MIG PKG	LINCOLN	SP250	AC-860636	\$1,391.20	SHOP	FAIR
662414	WELDER	GENERATOR	MILLER	BOBCAT/225	KK273233	\$2,358.00	NBR	FAIR

Attachment D
National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
National Bison Range	10026258	Horse Barn (Frame/Metal siding)	Bldg Barn Stable
National Bison Range	10026259	Transformer House (at Corrals)	Power Distribution Systems
National Bison Range	10026260	Pumphouse on Mission Creek (Wood Frame Service Building) with pump	Water Pumping Stations
National Bison Range	10026261	Equipment Storage Building (660sqft) Pesticide Storage (220sqft)Frame/Metal siding)	Bldg Warehouse Chemical
National Bison Range	10026262	Lawn Mower Storage Building (Frame/Metal siding)	Bldg Warehouse Equip Vehicle
National Bison Range	10026263	Vehicle Storage Building (6-stall east of the horse barn)	Bldg Warehouse Equip Vehicle
National Bison Range	10026264	Old Shop - across from the Horse Barn (Frame/Attic storage)	Bldg Warehouse Equip Vehicle
National Bison Range	10026265	3 sided Vehicle storage building with an enclosed Fire Truck Stall on the west end (Frame/Metal siding)	Pole Barn
National Bison Range	10026269	Hide House (Frame/Steel siding)	Bldg Visitor Contact Station
National Bison Range	10026270	Slaughterhouse 4-bay storage building with studio apartment attached (Frame/Steel siding)	Bldg Warehouse Equip Vehicle
National Bison Range	10026271	Woven Wire/Steel Posts/7'6" Boundary fence/Lake County	Fencing
National Bison Range	10026272	55" Woven wire/Steel Posts Interior (Lake County) (Old RPI Number 31)	Fencing
National Bison Range	10026273	Barbed-wire/4-Strand, Lake County (Old RPI Number 32)	Fencing
National Bison Range	10026274	Horse/pole/wood fence system for small corrals behind the horse barn and the two small pastures east of the horse barn	Fencing
National Bison Range	10026275	Mission Creek West Bridge, Wood/70'X14'/Steel I-Beam Bridge Number 61540-0034(Old RPI Number 34)	Road Bridges
National Bison Range	10026276	Mission Creek Center Bridge, Wood/40'X14'/Steel I-Beam Bridge Number 61540-0035(Old RPI Number 35)	Road Bridges
National Bison Range	10026277	Mission Creek East Bridge, Wooden/16'X 38' bridge number 61540-0036 (Old RPI Number 36)	Road Bridges

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
National Bison Range	10026278	Floodgates/Suspensions/Concrete Piers located on Mission Creek	Fencing
National Bison Range	10026279	distribution lines/buried - goes to Slaughterhouse - 6,600 LNFT	Power Distribution Systems
National Bison Range	10026280	300' 3-phase/700' 1-Phase/SecondaryLine/Buried (Old RPI Number 40)	Power Distribution Systems
National Bison Range	10026281	Road from housing past bunkhouse to Red Sleep Drive (FHWA #102), from housing past display pasture to cattleguard (FHWA #103) from "Y" through picnic area to housing (FHWA #010)	Roads Paved
National Bison Range	10026282	Lake County section of 12' wide tour road-Red Sleep Mountain Drive (FHWA#011). Refer to SAMMS# 10026293 for the remainder of the road.	Roads Gravel
National Bison Range	10026283	Dirt/8' Wide/boundary road (the portion through Lake County). SERVICE USE ONLY. Refer to SAMMS # 10026294 for the remainder of the road	Roads Dirt
National Bison Range	10026284	Water Tank - 27,000 gallons-buried on the hill above quarters #63 and #64	Water Storage Tanks
National Bison Range	10026286	Artesian well - source for nature pond	Water Wells
National Bison Range	10026287	2" PVC from VC to Houses, shop, picnic area and barn (2954 LF) and 1.5" PVC from VC to stock tank in west loop (700 LF)	Water Distribution Systems
National Bison Range	10026288	Various Sizes/Collecting Boxes (Lake County - concrete) (Old RPI Number 49)	Water Storage Tanks
National Bison Range	10026290	Woven Wire/7'6"/Steel Posts Boundary fence/in Sanders Co	Fencing
National Bison Range	10026291	Woven-wire/55" Interior Fence (Sanders County)	Fencing
National Bison Range	10026293	Sanders County section of 12' wide tour road-Red Sleep Mountain Drive (FHWA #011). Refer to SAMMS# 10026282 for the remainder of the road.	Roads Gravel

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
National Bison Range	10026294	Dirt/8' Wide/boundary road (the portion through Sanders County). SERVICE USE ONLY. Refer to SAMMS# 10026283 for the remainder of the road.	Roads Dirt
National Bison Range	10026296	Dirt impoundments/ 4 of various sizes on Pauline Creek	Water Impoundments
National Bison Range	10026297	Concrete Collecting Boxes (Sanders County) (Old RPI Number 61)	Water Storage Tanks
National Bison Range	10026298	Managers Quarters (block/basement/attached garage)	Bldg Hsng Single Family
National Bison Range	10026299	Quarters #64 - south side of driveway between the houses (frame/masonite siding) (Old RPI Number 63)	Bldg Hsng Single Family
National Bison Range	10026300	Quarters #63 - north side of driveway between the houses (frame/masonite siding) (Old RPI Number 64)	Bldg Hsng Single Family
National Bison Range	10026301	1170'X4"; 248'X1"; 56'X.75"/6 Hydrants and lines near each residence and barn	Water Distribution Systems
National Bison Range	10026303	Frame/Masonite Siding Garage for Qrts #63 (Old RPI Number 72)	Bldg Garage Detached
National Bison Range	10026304	Frame-old garage btwn Quarters #63 and bunkhouse Near the apple tree (Old RPI Number 73)	Bldg Garage Detached
National Bison Range	10026306	4" Perforated plastic drain pipe from Quarters #63 and #64 (Old RPI Number 80)	Wastewater Collection Systems
National Bison Range	10026316	Road from cattleguard to Tour Road on the east side of the display pasture. (FHWA #103)	Roads Gravel
National Bison Range	10026317	Grainery (steel/1100-Bushel) east of Horse Barn near two small horse pastures	Bldg Warehouse Seed Feed
National Bison Range	10026318	Pumphouse w/7.5-HP Pump/1,260" Electric Cable/950'X4" Black Iron W Main/Pump (irrigation pump) - Day use area (cement foundation)	Bldg Pump House Well House

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
National Bison Range	10026319	Pumphouse with irrigation pump - Exhibition Pasture (cement foundation)	Bldg Pump House Well House
National Bison Range	10026320	Flashboard CMP Control Structure - Nature Trail Ponds	Water Control Structures
National Bison Range	10026322	Septic Tank - Manager's Quarters	Septic Systems
National Bison Range	10026323	Septic Tank - Quarters #63 and #64 (Old RPI Number 110)	Septic Systems
National Bison Range	10026325	Collecting Boxes (Lake County - concrete) (Old RPI Number 112)	Water Storage Tanks
National Bison Range	10026326	Concrete collecting box (Lake County - concrete) (Old RPI Number 113)	Water Storage Tanks
National Bison Range	10026327	Kiosk - Visitor Center (concrete base/native flagstone/information sign)	Kiosks
National Bison Range	10026329	Signs - Entrance/directional/recreational	Signs
National Bison Range	10026331	Maintenance shop building (frame/wood siding/cement floor)	Bldg Service Shop Maintenance
National Bison Range	10026332	Covered Pavillion (frame/shake roof/cement floor)	Pavilion
National Bison Range	10026333	Well 270'/90 GPM - Visitors Center	Water Wells
National Bison Range	10026335	- with a 6000 gallon septic system	Bldg Visitor Contact Station
National Bison Range	10026336	Road from the Front gate to VC parking lot (FHWA# 010)	Roads Paved
National Bison Range	10026337	Road from VC parking area to the start of Red Sleep Mountain Drive (FHWA #101)	Roads Gravel
National Bison Range	10026338	West Loop Road. (FHWA #100)	Roads Gravel
National Bison Range	10026340	Display shelter in the Nature Trail Area (outdoor/one side glass/wood) (Old RPI Number 133)	Kiosks
National Bison Range	10026341	Visitor Center Public Parking Lot (FHWA #900)	Parking lot
National Bison Range	10026344	Personnel Parking area located behind visitor center SERVICE USE ONLY	Parking lot
National Bison Range	10026345	Artesian well/109' - Shop building	Water Wells

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
National Bison Range	10026346	Oil house located across from above ground fuel storage tanks behind shop building	Bldg Warehouse Chemical
National Bison Range	10026347	No Lead Fuel Tank/Pump	Fuel Strg Tank Above Ground
National Bison Range	10026348	Diesel fuel tank/pump	Fuel Strg Tank Above Ground
National Bison Range	10026349	Bison corrals/catwalks - Slaughterhouse (steel)	Fencing
National Bison Range	10026350	Garage for Manager - 2 stalls (located near mower shed)	Bldg Garage Detached
National Bison Range	10026351	Equipment storage shed (steel/I-beam frame) above oil house on the hill.	Bldg Warehouse Equip Vehicle
National Bison Range	10026352	Concrete Block Toilet - located at the Bitterroot trail along the Tour Road	Bldg Comfort Station
National Bison Range	10026354	Garage for Qtrs #64 - 2 stall	Bldg Garage Detached
National Bison Range	10026355	Cattle guards (9) - Lake County	Cattle Guards
National Bison Range	10026356	Nature Trails - Picnic Area	Trails Paved
National Bison Range	10026357	Grassland Trail loop on the west side of the VC	Trails Unpaved
National Bison Range	10026358	Cattle Guard - Front Gate	Cattle Guards
National Bison Range	10026359	Gate - Entrance	Gates
National Bison Range	10036205	Bunkhouse, Bison Range	Bldg Hsng Dorm Bnkhouse Barrack
National Bison Range	10036782	1981 Mobile Home, 24 x 60/Double Wide Modular, (Old RPI Number 980)	Bldg Hsng Mobile Home
National Bison Range	10037511	Septic Tank - Bunkhouse	Septic Systems
National Bison Range	10043862	Concrete pit toilet - picnic area. (toilet is 43 sq ft - with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043864	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043865	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043866	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043868	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
National Bison Range	10043869	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043870	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043871	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043872	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043873	Concrete pit toilet - picnic area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043875	Concrete pit toilet - Bison Corral area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10043876	Concrete pit toilet - Bison Corral area (toilet is 43 sq ft, with cement pad and overhang the total is 80 sq ft)	Bldg Comfort Station
National Bison Range	10044163	Nature Trail parking located near the picnic area (FHWA #901)	Parking lot
National Bison Range	10044164	Bitterroot Trail Parking Area that is off of Red Sleep Mtn Drive (FHWA #902)	Parking lot
National Bison Range	10044165	High Point Trail Parking Area from Red Sleep Mountain Drive (FHWA #903)	Parking lot
National Bison Range	10044166	Corral Parking at the Slaughter house (FHWA #904)	Parking lot
National Bison Range	10044167	Picnic Area Parking (FHWA #905)	Parking lot
National Bison Range	10044168	Jocko River Parking Area from Jocko River Access Road (FHWA #906), kiosk, picnic table and outhouse	Parking lot
National Bison Range	10044169	Ravalli Parking off of Highway 93 (FHWA #907)	Parking lot
National Bison Range	10044290	300 Gallon Above Ground Waste Oil Containment System.	Fuel Strg Tank Above Ground

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
National Bison Range	10050294	Leased Trailer behind the Visitor Center - used for offices	Bldg Office
National Bison Range	10050733	Interpretive Display located at Highpoint (displays and rock base)	Signs
National Bison Range	10050801	Water well - Slaughterhouse/ 35 GPM	Water Wells
National Bison Range	10050802	Road from tour road to corrals - Corral Road (FHWA #104) - Sanders County Portion	Roads Gravel
National Bison Range	10050803	Road from tour road to Corrals - Corral Road (FHWA #104) - Lake County Portion	Roads Gravel
National Bison Range	10050804	Road from Hwy 212 to canal on the old Hardin Tract - Service Use Only	Roads Gravel
National Bison Range	10050822	Road from barnyard area to shop (including parking area) and post pile area - SERVICE USE ONLY	Roads Paved
National Bison Range	10050839	Jocko River Access Road (FHWA #105) (road is 1/2 asphalt and 1/2 gravel)	Roads Paved
National Bison Range	10050840	Boundary fence along the Roark property section/wood and steel posts	Fencing
National Bison Range	10051141	Cattleguards (3) - Sanders County	Cattle Guards
National Bison Range	10051475	Nature Trails - Bitterroot Rustic Trail	Trails Unpaved
National Bison Range	10051606	Footbridge at Nature Trail	Trail Bridges
National Bison Range	10051607	Storage Sheds - total of 4 (VC, housing and Bison Corrals)	Bldg Warehouse Shed/Outbuilding
National Bison Range	10051798	Radio Tower at Highpoint	Communication system tower
National Bison Range	10051832	Propane Tanks (1000 gal VC bunkhouse, shop)(500 gal Qtrs 26298,26299,26300)	Fuel Strg Tank Prop Nat LPG
National Bison Range	10051838	Spring tanks @ Alexander basin fiber glass with wooden rails, 3-200 gal, and 1-700 gal	Water Storage Tanks
Nine-Pipe NWR	10026360	Barbed-wire/4-Strand/Steel Posts at Ninepipe	Fencing
Nine-Pipe NWR	10026361	Barbed-wire/4-Strand/Wood Posts, Interior Fence at Ninepipe	Fencing
Nine-Pipe NWR	10026362	12' gravel Road along west side of Ninepipe (FHWA #100)	Roads Gravel
Nine-Pipe NWR	10026364	Parking at Ninepipe (FHWA #900)	Parking lot

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
Nine-Pipe NWR	10026365	Ninepipe South Access Parking Area (FHWA #901)	Parking lot
Nine-Pipe NWR	10026366	Ninepipe graveled parking area (FHWA #902) East Access Parking Area from Hwy 93	Parking lot
Nine-Pipe NWR	10026367	corrugated metal pipe riser (10	Water Control Structures
Nine-Pipe NWR	10038268	Dike\earth\Schoonover	Levees Dikes
Nine-Pipe NWR	10050731	Kiosk - 3 panel/wood (at the Ninepipe off-road parking area just off Hwy 93)	Kiosks
Nine-Pipe NWR	10051464	Waterfowl Nesting Islands at Ninepipe	Nesting Islands
Nine-Pipe NWR	10051477	Water impoundment with (1) water control structure at Ninepipe old headquarters site (north of Hwy 212)	Water Impoundments
Nine-Pipe NWR	10051608	Nature Trail with 10 interpretive signs at Ninepipe	Trails Paved
Nine-Pipe NWR	10051785	RV Trailer Pad and septic system	Mobile Home Pad
Northwest Montana WMD	10026380	Fence, 4-strand barbed wire with wooden posts and parking lot	Fencing
Northwest Montana WMD	10026426	Barbed-wire/4-Strand/Steel Posts (Herak WPA)	Fencing
Northwest Montana WMD	10026427	Barbed/4 & 5-Strand/Steel posts/Montgomery WPA	Fencing
Northwest Montana WMD	10026428	Barbed-wire/4-Strand/Steel & Wooden Posts/Sandsmark WPA	Fencing
Northwest Montana WMD	10026429	Dike/Earth (Herak WPA) w6' x h4'	Levees Dikes
Northwest Montana WMD	10026430	Dike/Earth (Herak WPA)	Levees Dikes
Northwest Montana WMD	10026431	Dike/Earth with screw gate (Herak WPA)	Levees Dikes
Northwest Montana WMD	10026432	Fences, Barbed-wire/5-Strand/Steel (Sandsmark WPA)	Fencing
Northwest Montana WMD	10026434	Barbed-wire/4-Strand/Steel Posts (Anderson WPA)	Fencing
Northwest Montana WMD	10026435	4 & 5-Strand, Barbed-Wire, Steel Post (Johnson WPA)	Fencing
Northwest Montana WMD	10026436	4-Strand barbed-wire, Steel Posts (Kicking horse)	Fencing
Northwest Montana WMD	10026439	Fences, 5-strand barbed wire, Crow WPA	Fencing
Northwest Montana WMD	10026441	Fences, 4-strand barbed wire, Crow WPA	Fencing
Northwest Montana WMD	10026443	Dikes (4) Crow WPA	Levees Dikes

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
Northwest Montana WMD	10026449	Fences, 4/5-strand barbed wire w/wooden and steel posts, Anderson WPA	Fencing
Northwest Montana WMD	10026453	Fences, 4/5-strand barbed wire/steel & wooden posts (Duckhaven WPA)	Fencing
Northwest Montana WMD	10026455	Dike, earthen, Montgomery WPA	Levees Dikes
Northwest Montana WMD	10026459	Dike, earthen, Anderson WPA (6)	Levees Dikes
Northwest Montana WMD	10050416	4 STRAND SMOOTH WIRE FENCE WITH STEEL AND WOODEN POSTS (CROW WPA)	Fencing
Northwest Montana WMD	10050842	Parking Area from Hwy 93(Duckhaven WPA)(FHWA #929)	Parking lot
Northwest Montana WMD	10050843	Parking area from Duck Road (Duckhaven WPA) (FHWA #928)	Parking lot
Northwest Montana WMD	10050879	Parking area (Sandsmark WPA) NE access parking from SW corner of Ninepipe Road and Leon Road (FHWA #927)	Parking lot
Northwest Montana WMD	10050880	Parking area (Crow WPA) south access parking from Hall Road (FHWA #922)	Parking lot
Northwest Montana WMD	10050881	Parking area (Kickinghorse WPA) west side access (FHWA #920)	Parking lot
Northwest Montana WMD	10050964	Parking Area (Herak WPA) parking from Post Creek Road (FHWA #925)	Parking lot
Northwest Montana WMD	10051090	Parking area (Johnson 80 WPA) parking from Hall Road - west side access (FHWA #923)	Parking lot
Northwest Montana WMD	10051091	Parking area (Sandsmark WPA) west access parking from Logan Road (FHWA #926)	Parking lot
Northwest Montana WMD	10051092	Parking area (Crow WPA) north access parking from Hall Road (FHWA #921)	Parking lot
Northwest Montana WMD	10051094	Parking area (Montgomery WPA) parking from Olson Road (FHWA #924)	Parking lot
Pablo NWR	10026369	Fence - barbed-wire/4-strand/steel posts (Pablo NWR)	Fencing

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National Bison Range - Real Property (Assets)

Station	Asset Number	Property Description	Asset Type
Pablo NWR	10026370	Fence - barbed-wire/4-strand/wooden posts interior (Pablo NWR)	Fencing
Pablo NWR	10026372	Earth-Filled/stop logs (4), 2 screw gate (Pablo NWR)	Water Control Structures
Pablo NWR	10026373	Stop-log/Radial Gate/Concrete (Pablo NWR)	Water Control Structures
Pablo NWR	10026375	Dike/DU Unit 1 (Pablo NWR)	Levees Dikes
Pablo NWR	10037786	Dike/DU Unit 2 (Pablo NWR)	Levees Dikes
Pablo NWR	10037791	Dike/DU Unit 3 (Pablo NWR)	Levees Dikes
Pablo NWR	10037792	Dike/DU Unit 4 (Pablo NWR)	Levees Dikes
Pablo NWR	10050826	Cattleguards (4) (Pablo NWR)	Cattle Guards