

**2005-06 ANNUAL FUNDING AGREEMENT  
BETWEEN THE  
UNITED STATES FISH AND WILDLIFE SERVICE  
AND  
THE COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS**

**Section 1. Nature of Document, Parties**

This annual funding agreement (hereinafter referred to as “AFA” or “this Agreement”) between the United States Fish and Wildlife Service (hereinafter referred to as “FWS”), an agency of the United States Department of the Interior, acting under delegation from the Secretary of the Interior (“Secretary”) and by the Council of Athabascan Tribal Governments (hereinafter referred to as “CATG”), a consortium of federally recognized Indian Tribes, is entered into pursuant to Section 403(c) of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended by the Tribal Self-Governance Act of 1994, Pub. L. 103-413, and in accordance with the Compact of Self-Governance negotiated and agreed to by CATG and the Secretary under Title IV of Pub. L. 93-638, as amended (hereinafter referred to as “Compact”) dated October 1, 1999. The Compact is incorporated herein by reference in its entirety, and unless specifically provided for in this Agreement, or in any of the Project Work Descriptions attached to the Agreement, shall be binding on the parties.

**Section 2. Purpose**

A. *Fund and Perform Activities.* The purpose of this AFA is to establish the terms and conditions under which CATG will perform and the FWS will fund Activities for the Yukon Flats National Wildlife Refuge in Alaska during the term of the AFA.

B. *Recognize and Further Relationship and Significance.* This AFA recognizes and furthers:

(1) *Government-to-Government Relationship.* The government-to-government relationship that exists between the United States and federally recognized Indian Tribes of the United States generally, and the member Tribes of CATG, specifically; and

(2) *Special Significance.* The special geographic, historical, and cultural significance to the Tribes which comprise CATG to the Activities under this Agreement within the boundaries of the Yukon Flats National Wildlife Refuge.

**Section 3. Authority**

This AFA is authorized by and is to be interpreted in a manner consistent with Title IV of the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as added by Section 204 of the Tribal Self-Governance Act of 1994, Pub. L. 103-413, and particularly Section 403(c) of the Act (25 U.S.C. § 458cc(c)), which concerns additional activities administered by the Secretary and with the Compact, subject to the qualification that the terms of this Agreement supercede the terms of the Compact to the extent they are inconsistent.

**Section 4. Definitions**

In this annual funding agreement, the following terms and their derivatives have the specified meanings. As appropriate to the context in this AFA, the use of any defined or undefined term in the singular includes the plural, and vice versa.

*Act*, when capitalized, means the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended by the Tribal Self-Governance Act of 1994, Pub. L. 103-413.

*Activity or Activities*, when capitalized, means a program, service, function, or activity, or portion thereof, covered by this AFA.

*Activity Record* means an accurate, written record of an Activity performed by CATG under this AFA.

*AFA* means this annual funding agreement, including all recited attachments.

*Available Property* means any tool, equipment, material, or supply the FWS makes available for use by CATG in performing an Activity covered by this AFA. Available Property shall be specifically identified in the Attached Project Work Descriptions.

*Board* means the Board of the Council of Athabascan Tribal Governments.

*Chairman* means the Chairman of the Council of Athabascan Tribal Governments.

*CATG* means the Council of Athabascan Tribal Governments.

*CATG Employee* means a person employed by CATG directly.

*Compact* means the Compact negotiated and signed between the Council of Athabascan Tribal Governments and the Secretary dated, October 1, 1999.

*Department* means the United States Department of the Interior.

*Designated Official* means the person designated by both parties in section 20 of this AFA.

*FWS* means the United States Fish and Wildlife Service in the United States Department of the Interior.

*ISDEEA* means the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended by the Tribal Self-Governance Act of 1994, Pub. L. 103-413.

*Must, shall, and will* have the same meaning, indicating a requirement to perform as specified.

*NWR* means National Wildlife Refuge.

*Operational Standard* means a requirement of a law, regulation, policy, or published FWS standard, whether or not existing on the date of execution of this AFA, that the FWS would have to meet in performing an Activity covered by this AFA.

*Parties* means the Council of Athabascan Tribal Governments and the Fish and Wildlife Service as signatories to this AFA.

*Project Work Description* means the detailed descriptions of the specific Activities included in this AFA appended hereto as Attachment A.

*Published FWS standard* means a written guideline, procedure, or other document that governs how the FWS performs an Activity, whether published by the FWS or another entity.

*Reassumption* means reassumption of activities under this AFA by the FWS in accordance with applicable provisions in this AFA.

*Refuge Manager* means the Refuge Manager of the Yukon Flats National Wildlife Refuge, including any acting Refuge Manager and any other employee of the FWS who the Refuge Manager designates to act on behalf of the Refuge Manager for a specific purpose.

*Regional Director* means the Regional Director, Alaska, Region 7, United States Fish and Wildlife Service.

*Retrocession* means withdrawal from this AFA by CATG with regard to, and ceasing to perform, any or all of the Activities covered by this AFA.

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

*Subsequent AFA* means an AFA entered into by CATG and the FWS for a term subsequent to the term of this AFA, and covering Activities which are the same or similar to the Activities covered by this AFA.

*Visitor* means any person, other than an employee or agent of FWS at the Yukon Flats NWR or of CATG for purposes of performing an Activity covered by this AFA, who is on the Yukon Flats NWR.

*Yukon Flats National Wildlife Refuge* or *Yukon Flats NWR* means the unit of the National Wildlife Refuge System established by Congress in Section 302(9) of the Alaska National Interest Lands Conservation Act, Pub. L. 96-467, 16 U.S.C. § 668dd, and administered under the provisions of the National Wildlife Refuge System Administration Act, as amended, 16 U.S.C. § 668dd.

## **Section 5. Physical Area Covered**

Activities described in this AFA generally relate to the Yukon Flats NWR as described in Section 302(9) of the Alaska National Interest Lands Conservation Act, Pub. L. 96-487, 16 U.S.C. § 668dd.

## **Section 6. Activities Covered**

A. *Activities.* Under this AFA, CATG will perform Activities in the following categories:

- o Locating Section 17(b) Easements
- o Environmental Education/Outreach
- o Wildlife Harvest Data Collection
- o Eastern Yukon Flats Moose Population Estimation Survey
- o Logistics (Ft. Yukon Equipment and Facility Maintenance)

The Activities in each category are more fully described in Attachment A to this AFA.

B. *Supplies, Tools, and Equipment.* Unless specifically provided for in the Project Work Description, CATG will provide all supplies, tools and equipment necessary to perform the Activities included in this AFA.

C. *Programs, Functions, Services, and Activities Retained by the FWS.* The FWS retains all programs, functions, services, and activities at the Yukon Flats NWR and elsewhere in the FWS and the Department that are not to be performed by CATG under this AFA.

D. *Additional Activities.* In addition to the Activities identified by subsection A of this section, CATG may propose to perform and the FWS may fund additional Activities under this AFA. The FWS and CATG will document any additional funding and Activities by amendment of this AFA as provided in section 18 of this AFA.

## **Section 7. FWS Direction and Control**

A. *Refuge Manager.* Under this AFA, the Refuge Manager will retain all responsibility and authority for directing and controlling the administration, management and operations at the

Yukon Flats NWR.

B. *Priorities.* The Refuge Manager and CATG's Designated Official will work to set, and, as necessary, revise written priorities for CATG to follow in performing the Activities covered by this AFA. The CATG will follow those priorities in performing the Activities.

C. *Consistency.* The CATG will perform each Activity covered by this AFA at a time and in a manner consistent with the purposes of the Yukon Flats NWR and the missions of the FWS and the National Wildlife Refuge System.

## **Section 8. Operational Standards**

A. *General Regulations/Standard.* The CATG will perform each Activity covered by this AFA in a manner that supports and otherwise is compatible with the purposes of the Yukon Flats NWR; the protection and enhancement of fish and wildlife resources, the natural environment, public health and safety, and positive visitor experience; and the public images and missions of the Yukon Flats NWR, the National Wildlife Refuge System, and the FWS.

B. *Specific Regulations/Standards.* The parties will set forth the specific standards that CATG will be expected to comply with in carrying out Activities under this AFA in the description of the Activities set forth in the Project Work Descriptions, Attachment A.

C. *Waiver of Regulations/Standards.* CATG may submit to the Secretary a written request for a waiver of any regulation or standard of the Department of the Interior in accordance with Article II, Section 14(b) of the Compact and the regulations found at 25 CFR Section 1000.220-232. However, notwithstanding this subsection, to the extent CATG has agreed in the Project Work Descriptions to comply with the specific regulations applicable to the Activities set forth in the Project Work Descriptions, CATG will not seek waiver of those regulations.

D. *Environmental and Historic Preservation Compliance.* In conducting any Activity covered by this Agreement, CATG will comply with all applicable laws, regulations, policies, and published FWS standards concerning the environment. With respect to any Activity covered by this Agreement which is subject to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 4231, et seq., and/or the National Historic Preservation Act (NHPA), 16 U.S.C. §§ 470-47mm, the Refuge Manager will give CATG written notice of, and the FWS will complete, the processes required under those acts. Upon receipt of such notice, CATG will refrain from performing any part of the Activity to which either of these two statutes apply until the Refuge Manager provides CATG written clearance and, and where applicable, instruction on how to proceed.

E. *Disclaimer.* Nothing in this AFA is intended to exempt CATG from complying with

any Federal law, regulation, or other provision that otherwise would apply to CATG.

## **Section 9. Performance Measurement**

A. *General Requirement for Records and other information.* The CATG will collect, maintain, and provide to FWS all records and other information specified in this Agreement or Project Work Descriptions (Attachment A) that is needed by FWS to comply with all requirements imposed on FWS by statute or regulation with regard to any Activity, including but not limited to records and information concerning construction, finance, environmental compliance, and claims based on property damage, injury, or death.

B. *Activity Records.* The parties will set forth in the Project Work Descriptions (Attachment A) an explanation of any Activity Record that CATG will need to maintain as part of its performance of the Activity. Activity Records will assist the FWS in monitoring CATG's performance of the Activities as further described in the Project Work Description, Attachment A. In addition to any reports, records, or documentation which must be provided by CATG to FWS under the terms of the Project work Descriptions, to the extent FWS requires a written record for its budget appropriation and apportionment process, and the FWS informs the CATG in writing of that requirement and how it applies to an Activity, the CATG will maintain an accurate written record of the CATG's performance of the Activity (Activity Record). Upon request and with reasonable notice, the CATG will provide to the FWS a copy of any Activity Record. 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 CATG Designated Official will cooperate to ensure that the level of detail in Activity Records is adequate for FWS purposes without imposing an undue administrative burden on CATG.

C. *Disclosure of Records.* Any record or other information the CATG provides to FWS under this AFA is a Federal record subject to all applicable Federal disclosure requirements, including the Privacy Act, 5 U.S.C. § 552a, and the Freedom of Information Act, 5 U.S.C. § 552. Nothing in this AFA shall be construed as waiving or otherwise affecting any right of CATG to withhold any other record or information from disclosure. Nothing in this section is intended by the parties to make the Privacy Act, 5 U.S.C. § 552a, or the Freedom of Information Act, 5 U.S.C. § 552, apply to any records that belong to CATG and have not been provided to FWS in accordance with provisions in this agreement.

D. *Conflicting Requirement.* The CATG need not take any action under this Section 9 of this AFA that would conflict with any Federal law or regulation applicable to CATG governing audits and administrative records.

E. *Monitoring, Evaluation, and Notice of Performance.* The Refuge Manager, in coordination with CATG's Designated Representative, will monitor and evaluate the

performance of CATG under this AFA and notify CATG of any deficiency.

(1) *Monitoring.* Monitoring by the FWS will include:

(a) *Direct Observation.* Direct observation and documentation by the FWS of the performance of Activities by CATG;

(b) *Review of Activity Records.* Review of Activity Records provided to the FWS by CATG under subsection A of this section; and

(c) *Compliments and Complaints.* Review of written and documented oral compliments and complaints received by the FWS concerning the performance of Activities by CATG under this AFA.

(2) *Evaluation.* The FWS will evaluate the performance of CATG under this AFA by comparing the information gathered in the monitoring process to the terms and conditions of this AFA.

(3) *Notice to CATG.* The FWS will notify CATG concerning the performance of CATG under this AFA, as follows:

(a) *Compliments and Complaints.* The FWS will notify CATG in writing of each written and documented oral compliment and complaint received by the FWS concerning any Activity performed by CATG under this AFA.

(b) *Performance Deficiency.* Where the FWS finds a deficiency in the performance of CATG under this AFA, it will notify CATG of the deficiency, as follows.

(i) *Oral Notice.* The Refuge Manager orally will notify the CATG Designated Official of any performance deficiency that is minor, an obvious oversight, or of an emergency nature.

(ii) *Written Notice.* The Refuge Manager will notify the Board in writing of any other performance deficiency, including any that constitutes grounds for reassumption under section 15.B of this AFA. The written notice will identify the Activity and describe the performance at issue, the applicable Operational Standard or term or condition of this AFA, and why the performance of CATG does not meet the term or condition. The notice will give CATG a reasonable amount of time to either remedy the deficiency or establish that no deficiency exists, the amount of time to be set by the Refuge Manager depending on the nature of the deficiency and its potential effect on the purposes of the Yukon Flats NWR; the

protection and enhancement of fish and wildlife resources, the natural environment, public health and safety, or positive visitor experience; or the public image or mission of the Yukon Flats NWR, the National Wildlife Refuge System, or the FWS.

(iii) Reassumption. If the Refuge Manager determines that CATG has not taken adequate steps to correct a deficiency under subsection (ii) above and the deficiency is deemed sufficient to warrant FWS re-assuming the Activity, the Refuge Manager will initiate a formal reassumption of the Activity in accordance with Section 15.B of this AFA.

F. *Audits.* The CATG will provide the Refuge Manager annually a copy of the audit conducted in accordance with Article II, Section 4 of the Compact.

G. *Final Report and Review.*

(1) *Final Report.* Prior to the expiration date of this AFA (July 31, 2006), CATG will prepare and submit to the Refuge Manager a final report on the Activities performed by CATG under this AFA. The report will include an introduction, major accomplishments, status of resources, and financial synopsis. The report will contain information sufficient for the Refuge Manager, the FWS, and the Secretary to prepare any reports to Congress they are required to prepare concerning this AFA.

(2) *Final Performance Review.* After CATG submits its final report to the Refuge Manager, but prior to the expiration date of this AFA, the Board and CATG's Designated Official will meet with the Refuge Manager to discuss the performance of CATG under this AFA and how to improve the working relationship of the FWS and CATG under any Subsequent AFA.

## **Section 10. Personnel**

The CATG will be responsible for hiring and firing employees who will work for CATG on Activities set forth in this AFA. The CATG will ensure that its employees have sufficient training, skill, and experience to properly and safely perform the Activities covered by this AFA. The United States will not be responsible for any unemployment or worker's claim made by a CATG employee in connection with carrying out any Activity covered by this AFA.

## **Section 11. Funding**

A. *Background.* All amounts identified in this Agreement are subject to appropriation by Congress and will be adjusted accordingly. Notification to CATG of such adjustment will occur as soon as practicable following enactment of the relevant appropriation act. All funding commitments made in this AFA are subject to those uncertainties and to the requirements of the

Anti-Deficiency Act, 31 U.S.C. § 1341.

B. *Amounts Transferred.* In consideration of CATG performing the Activities recited in section 6 of this AFA in accordance with the terms and conditions of this AFA, the FWS will transfer funds to CATG, as follows:

Locating Section 17(b) Easements	\$12,000.00
Environmental Education/Outreach	\$ 6,000.00
Wildlife Harvest Data Collection	\$18,000.00
Eastern Yukon Flats Moose Population Estimation Survey	\$18,000.00
<u>Logistics (Ft. Yukon Equipment and Facility Maintenance)</u>	<u>\$ 5,000.00</u>
Total:	\$59,000.00

C. *Payment Procedures.* Notwithstanding Article II, Section 3 of the Compact, the payment procedures set forth in this subsection shall apply to this AFA. No later than 21 days after the Refuge Manager receives from the FWS the initial funding advisory for the Yukon Flats NWR or within 21 days after the effective date of this AFA, whichever is later, upon receipt of an invoice from CATG which includes bank account number and routing information, FWS will make an electronic payment to CATG of 100% of the amounts due under subsection B of this section.

D. *Reallocation.* Notwithstanding Article I, Section 2(b) and Article II, Section 6 of the Compact, CATG shall not reallocate to any program, service, function, or activity, or portion thereof, not covered by this AFA, any funds provided to CATG by the FWS under this AFA.

E. *Additional Activities.* The FWS may, at any time prior to the expiration date of this AFA, fund any additional Activity proposed by FWS which CATG elects to perform. The cost of the additional work will be negotiated on a project by project basis. Additional work and funding support will be incorporated into the AFA only by formal written amendment signed by all parties to the AFA.

F. *Lobbying Prohibition.* The CATG agrees that it will not utilize any of the funds paid under this AFA to lobby Congress in any manner prohibited by Federal law.

G. *Errors, Omissions, and Adjustments to Funding.* There may be errors or omissions that require adjustment regarding the funds transferred to CATG by the FWS under this AFA. The Parties will confer prior to the FWS making, and CATG will cooperate in achieving, any such adjustment to funding.

## **Section 12. Facilities, Tools, Equipment, Materials, and Supplies**

The Parties will identify in the description of Activities set forth in the Project Work

Description, Attachment A, to this AFA all Available Property that FWS will make available to CATG for performance of the Activities under this AFA. All Available Property provided to CATG under this AFA shall remain Federal property and title shall not be transferred to CATG. Subject to the availability of funds and approval of the Refuge Manager, at the request of CATG the FWS will repair or replace Available Property as necessary for CATG to perform the Activities covered by this AFA. The CATG will take reasonable steps to protect all Available Property and other Federal property in the area covered by this AFA from fraud, theft, abuse, damage, or loss. Article II, Section 15(a) and (c) of the Compact shall not apply to this Agreement.

### **Section 13. Federal Tort Claims Act Coverage and Notice of Incident or Claim**

A. *Federal Tort Claims Act.* In carrying out Activities under this AFA, CATG shall be covered by the Federal Tort Claims Act (FTCA) as provided for under Article II, Section 16 of the Compact; Section 314 of Pub. L. 101-512, 25 U.S.C. § 450f Note; and applicable regulations found at 25 CFR Sections 1000.270-.283. The CATG accepts any risk not covered by the FTCA

B. *Notice of Incident.* The CATG will promptly notify the Refuge Manager in writing of any incident resulting from the performance by CATG of an Activity covered by this AFA and involving personal injury, death, or property damage.

C. *Notice of Claim.* The CATG and the FWS will promptly notify each other in writing of any claim that either party receives from a third party for damage, injury, or death resulting from or relating to any Activity covered by this AFA.

### **Section 14. Emergencies and Unusual Events**

A. *Notice.* The CATG will promptly notify the FWS of any emergency or other unusual event an employee of CATG observes while carrying out the scope of Activities in this AFA. The FWS will promptly notify CATG of any emergency or unusual event an employee of the FWS observes in that area and within the scope of responsibility of CATG under this AFA.

B. *Temporary Operation and Control.* Where necessary to deal with an emergency that threatens the health or safety of any person or the viability of any feature of the area covered by this AFA, the FWS temporarily may assume operation and control of any Activity covered by this AFA, including supervising any employee of CATG engaged in the Activity. When the emergency ceases to exist, the FWS will return operation of the Activity to CATG.

C. *Emergency Procedures.* In an emergency that threatens the health or safety of any person or the viability of any feature of the area covered by this AFA, the FWS and CATG will use the following procedures:

(1) *Determination by Refuge Manager.* The Refuge Manager will determine when an emergency exists and when it has ceased to exist.

(2) *Notice to Employees of CATG.* Where practicable, the Refuge Manager will orally notify the CATG Designated Official or other available employee of CATG of the existence of the emergency and how an Activity covered by this AFA is involved.

(3) *Response of CATG.* Upon receiving notice of an emergency under this section, every employee of CATG performing the Activity involved will immediately:

(a) *Relinquish Operation and Control.* Relinquish operation and control of the Activity to the FWS;

(b) *Provide Assistance.* Assist the FWS with performing the Activity; and

(c) *FWS Supervision.* Follow any related instruction issued by an employee of the FWS.

(4) *Employee of CATG Not Available.* Where neither the CATG Designated Official nor another employee of CATG is available to receive notice of an emergency, the FWS may, without notice, take over operation and control of any Activity involved. Upon subsequently receiving oral or written notice of the emergency, each employee of CATG who is responsible for performing the Activity will respond as provided in subsection C(3) of this section.

(5) *Emergency Has Ceased to Exist.* When the Refuge Manager determines that the emergency has ceased to exist, the Refuge Manager orally will notify the CATG Designated Official or, where the CATG Designated Official is not available, an available employee of CATG of that fact, and orally relinquish to CATG operation and control of the Activity involved.

(6) *Written Report, Negotiation, and Adjustment.* Promptly after giving oral notice under subsection C(5) of this section that the emergency no longer exists, the Refuge Manager will submit to CATG a written report of the emergency, including a brief description of what happened, each Activity involved, and the participation of the FWS and CATG in dealing with the emergency. The FWS and CATG will then meet as necessary to negotiate any reduction or increase in funding or Activities covered by this AFA that may be appropriate as a result of the work done or not done by CATG during the emergency. For any adjustment of funding greater than \$1,000.00, the FWS and CATG will amend this AFA as provided in Section 18 of this AFA.

**Section 15. Retrocession, Reassumption, and Expiration**

A. *Retrocession by CATG.* The CATG may retrocede and cease performing any or all of the Activities covered by this AFA in accordance with Article V. Section 7(c) of the Compact and 25 CFR Sections 1000.330 through 1000.339.

B. *FWS Reassumption.* The FWS may reassume any or all of the Activities set forth in this AFA in accordance with 25 CFR Sections 1000.300 through 1000.318.

**Section 16. Trust Responsibility and Sovereign Immunity**

A. *No Effect on Trust Responsibility.* The Parties do not intend nor shall this AFA be interpreted as in any way waiving, modifying, or diminishing the trust responsibility of the United States that exists 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 waives the sovereign immunity of CATG's member Tribes.

**Section 17. Effective Date and Term**

A. *Effective Date.* Except as otherwise directed by Congress, the effective date of this AFA will be 90 days after the date the Secretary submits the signed AFA to Indian Tribes and Congress, as provided in Section 403(f) of the Act (25 U.S.C. § 458cc(f)).

B. *Term.* This AFA covers Activities to be performed by CATG and funds to be provided by the FWS from the effective date of this AFA through July 31, 2006, unless the parties mutually agree to extend the AFA to complete specific Project Work Descriptions.

**Section 18. Amendment and Correction**

A. *Modification of AFA.* Except for the correction of minor, non-substantive errors or omissions, the FWS and CATG may modify this AFA only by amendment executed in the same manner as this AFA, except that only three originals are required.

B. *Minor Errors or Omissions.* The FWS and CATG may correct minor, non-substantive errors or omissions in this AFA by executing a written errata sheet signed and dated by the Refuge Manager and the Chairman.

C. *Confer and Cooperate.* The FWS and CATG will confer and cooperate, as necessary, regarding the need for any modification or correction of this AFA.

**Section 19. ISDEAA Title I Provisions**

A. Notwithstanding Title II, Section 19 of the Compact, the Parties agree that the only provisions of Title I of the Act that apply to this Agreement are those that are specifically identified in this Agreement and the Project Work Descriptions.

B. In addition to those Title I provisions identified in other sections of this Agreement or in the Project Work Descriptions, the following Title I provisions incorporated into the Compact shall also apply to this Agreement:

- (1) Section 7(a) (wage and labor);
- (2) Section 7(b)-(c) (Indian preference);
- (3) Section 105(e) (retrocession);
- (4) Section 106(k) (expenditures); and

(5) Those Title I provisions set forth in Section 406(c) of Title IV of the Act, except Section 105(f) of the Act, as provided in Section 12 of this Agreement.

**Section 20. Designated Official**

The Designated Officials for the Parties are the Refuge Manager of the Yukon Flats National Wildlife Refuge for the U.S. Fish and Wildlife Service, and the Executive Director of the Council of Athabascan Tribal Governments.

**Section 21. Entire Agreement**

The Compact and this AFA, including all recited attachments, set out the entire agreement between CATG and FWS concerning the terms and conditions under which CATG will perform and the FWS will fund Activities at the Yukon Flats NWR during the term of this AFA. This AFA supersedes any and all previous, express or implied, oral or written understandings and agreements of CATG and the FWS concerning the terms and conditions for performing and funding those Activities. To the extent this AFA may conflict or otherwise differ from the Compact, the Act or 25 C.F.R. Part 1000 or 1001, the terms and conditions of this AFA will control so long as they are not contrary to law.

**Section 22. Severability.**

Except as provided in this section, this AFA shall not be considered invalid, void or voidable if any section or provision is found to be invalid, unlawful, or unenforceable by a court

of competent jurisdiction. In the event that a section of this Agreement or any Amendment thereto, is found by a court of competent jurisdiction to be invalid, void, or voidable, the parties will seek by mutual agreement to amend, revise, or delete any such section in accordance with the overall purpose and intent of Self-Governance, the Compact, and this AFA.

THE FOREGOING PROVISIONS OF THIS 2005-06 ANNUAL FUNDING AGREEMENT, INSOFAR AS ALLOWED BY TITLE IV OF THE ACT, OTHER LAWS OF THE UNITED STATES, ARE HEREBY AGREED TO ON THE DATES INSCRIBED BELOW.  
(EXECUTED IN TWO ORIGINALS)

COUNCIL OF ATHABASCAN TRIBAL GOVERNMENTS,  
BY:

\_\_\_\_\_  
Craig L. Fleener, Executive Director  
Council of Athabaskan Tribal Governments

\_\_\_\_\_  
Date

UNITED STATES FISH AND WILDLIFE SERVICE,  
BY:

\_\_\_\_\_  
Rowan W. Gould  
Regional Director  
Alaska, Region 7  
United States Fish and Wildlife Service

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Goldberg  
Agreements Specialist  
Alaska, Region 7  
United States Fish and Wildlife Service

\_\_\_\_\_  
Date

Project: Environmental Education/Outreach Budget: 6K

FWS Liaison: Education Specialist, Shannon Nelson, 907-455-1823

CATG Liaison: Environmental Coordinator, Bryan Neubert, 907-662-2667

Purpose: The purpose of this project is to augment Fish and Wildlife Service (FWS) environmental education and outreach programs for residents of the Yukon Flats area.

Objectives: 1) Perform preparatory and wrap-up activities for school visits and conduct school visits jointly with FWS representatives; and  
2) Foster interest in refuge programs within villages that are in or adjacent to the refuge.

Study Area: The villages of Stevens Village, Beaver, Fort Yukon, Birch Creek, Chalkyitsik, Venetie, and Circle will be the focus of this project. In addition, other villages that have ties to Yukon Flats National Wildlife Refuge (NWR) may be served by this project.

Methods: Both objectives shall be met through close coordination with the FWS liaison or other FWS representatives conducting environmental education and outreach activities to ensure consistency across villages and programs.

Objective 1: *Perform preparatory and wrap-up activities for school visits and conduct school visits jointly with FWS representatives will be met by the following methods by the CATG liaison:*

A. Contact groups of teachers to describe FWS environmental education and outreach (EE/O) activities available to teachers;

B. Provide names of teachers at each school site interested in hosting Junior Duck Stamp or other FWS supported EE/O classroom activities to the FWS liaison and provide the name of a school point of contact (lead teacher—if there is more than one teacher hosting) for each school in the study area;

C. Schedule a minimum of two school visits in at least two of the villages listed in the study area, and conduct school visits jointly with FWS and CATG representatives to present Junior Duck Stamp curriculum or other FWS supported EE/O classroom activities;

D. Assist FWS staff in using the proper Gwich'in and/or Koyukon knowledge and

names of Yukon Flats wildlife and their habitat, where appropriate, to engage and educate students; and

*E.* As soon as possible, bring to the attention of the FWS liaison, local issues, questions, or concerns that may affect, or be pertinent to FWS outreach efforts. This will be facilitated by monthly teleconferences between the CATG liaison, and the FWS liaison to coordinate EE/O activities and discuss issues or concerns. It is the responsibility of the CATG liaison to coordinate and schedule monthly teleconferences. Additional CATG and FWS representatives may also be included in monthly teleconferences.

Objective 2: *Foster interest in refuge education and outreach programs within villages that are in or adjacent to the refuge will be met by the CATG liaison through the following method:*

*A.* Support FWS outreach efforts through scheduling and hosting quarterly KZPA "CATG Natural Resources Radio Shows" that highlight FWS efforts and provide the opportunity for FWS staff to share their programs.

Deliverables: The Environmental Education/Outreach Project will result in the following:  
For Objective 1: One or more classroom visit(s) will be conducted jointly with FWS and CATG representatives to present Junior Duck Stamp activities and curriculum or other FWS supported environmental education in two of the villages listed in the study area. A summary of the schools and classes served by this project, and the FWS supported EE/O programs represented during school visits will be included in the final project report described below.

For Objective 2: Four radio talk shows, dispersed throughout the year, will highlight FWS activities and involve interviews with FWS staff. A recording of each radio talk show program will be provided by the CATG liaison to the FWS liaison in a format useable by the FWS within 14 days of the live talk show for the purposes of archiving and including excerpts in future refuge newsletters or other publications.

Timeline: Within 60 days of annual funding agreement duties begin and continue through October 31, 2006.

October 1, 2006 Draft summary report of project accomplishments will be prepared by CATG representatives and submitted to the FWS liaison for review.

October 31, 2006 Final report incorporating comments and suggestions made by FWS staff to the draft summary report will be prepared and submitted by CATG representatives to Yukon Flats NWR.

Project: Wildlife Harvest Data Collection

Budget: 18K

CATG Liaison: Natural Resources Director, Bruce Thomas, 907/662-2667

FWS Liaison: Subsistence Coordinator, Wennona Brown, 907/456-0408

**Purpose:** The purpose of this project is to document subsistence harvest of wildlife species by season, month, and geographic location for the 2005/2006 harvest season. By documenting the subsistence harvest, this project will support the Refuge purpose providing opportunity for continued subsistence uses by local residents. Working with the staffs of the Refuge, Office of Subsistence Management, Alaska Migratory Bird Co-management Council, and Alaska Department of Fish and Game Subsistence Division, CATG staff will use experience gained from past projects to develop survey techniques and training for its village interviewers. This project will incorporate survey requirements across programs to prepare a comprehensive report of subsistence use on the Yukon Flats.

**Objectives:**

- 1) Develop an interview form that will provide harvest data in a format usable by all cooperating agencies.
- 2) Train a person in each village in interview techniques and use of the survey form.
- 3) Estimate the number of animals harvested by species, season, month, and geographic location.
- 4) Estimate the percentage of households using, harvesting, hunting, receiving, and giving away subsistence harvested animals.
- 5) Estimate the number of active hunters and trappers in each village.
- 6) Communicate the objectives of the Yukon Flats Moose Management Plan and the spring subsistence waterfowl harvest survey to residents of Yukon Flats villages.
- 7) Estimate the monthly moose harvest for the villages in Game Management Unit 25(D) West to ensure the harvest does not exceed the quota for the sub-unit.

**Study Area:** The area of interest is the Yukon Flats, which is a wetland basin bisected by the Yukon River. The confluences of many major rivers, such as the Sheenjek, Porcupine, Black, and Chandalar Rivers and Beaver and Birch Creeks, with the Yukon River occur within the study area. The villages of Beaver, Birch Creek,

Canyon Village, Chalkyitsik, Circle, Fort Yukon, Stevens Village, and Venetie lie within this region. Residents of these villages will be included in the harvest survey.

**Procedures:** CATG Natural Resources Staff will work with the Refuge Liaison and representatives from Office of Subsistence Management, Alaska Migratory Bird Co-management Council, and Alaska Department of Fish and Game Subsistence Division to revise the interview questionnaire or design an alternative survey method, if needed, to include all wildlife species of interest. CATG will hire and train technicians in each village to conduct surveys. The technicians will then collect harvest data. If technicians are not available CATG will conduct the surveys.

Designing the survey form will occur in August 2005. CATG will submit a quarterly progress report outlining activities conducted during each survey period.

Technicians will conduct interviews through the spring with emphasis on collecting waterfowl harvest data. Geographic location will be noted by township and range. The number of interviews to be conducted in each village will be determined before the start of the interview period based on budget. Technicians will interview the primary hunter in each household whenever possible.

Confidentiality will be assured to all participants to increase participation in the survey. Names will not be assigned to the survey form; each household will be identified by a unique household identification number. Technicians will submit the list of household identification numbers to their respective village tribal office for filing. A survey form will be completed for each household interviewed and the completed form (original or faxed copy) will be submitted to CATG for processing.

Technicians will be required to keep a log of their efforts in each community. A tracking sheet will outline their attempts to contact each household. Households will only be identified by number on the tracking sheet, which will be submitted to the tribal office and CATG for filing.

Technicians also will monitor moose harvest and report this information monthly to CATG, who will report to the Refuge Liaison. The moose harvest monitoring will include potlatch moose.

Deliverables to be submitted to Refuge Liaison:

- Monthly report outlining progress to revising the harvest survey form, and progress toward hiring and training technicians; due 5<sup>th</sup> of following month.

- Quarterly moose harvest report; due 15<sup>th</sup> of following month
- Survey interview form; due by September 15, 2005
- Draft Summary Report detailing project activities; due July 15, 2006
- Waterfowl spring harvest survey data; due by July 15, 2006
- Final Summary Report detailing project activities; due July 31, 2006

Project: Locating 17(b) Easements Budget: 12K

FWS Liaison: Deputy Refuge Manager Barry Whitehill, 907-456-0409 and Realty Cartographer Scott McGee, 907-786-3440.

CATG

Liaison: Natural Resources Director, Bruce Thomas, 907-662-2667

Purpose: The purpose of this project is to locate easements established under Section 17(b) of the Alaska Native Claims Settlement Act (ANCSA) within the boundary of the Yukon Flats National Wildlife Refuge (NWR).

Objectives: 1) The long-term objective is to work with Doyon Regional Corporation and the village corporations of Stevens Village, Beaver, Ft. Yukon, Birch Creek, Chalkyitsik, Venetie, and Circle, plus local tribal governments, to locate and mark 31 site and 30 existing trail (approximately 258 linear miles) 17(b) easements within the boundary of Yukon Flats NWR.

2) During the period covered by this annual funding agreement (2005-2006) the objective is to record the locations of 10-14 existing site easements in the vicinity of Birch Creek and Fort Yukon, plus the existing trail easements in the Chalkyitsik area, using a global positioning system receiver (GPS) that is WAAS (Wide Area Augmentation System) enabled to 3 meters.

Study Area: Stevens Village, Beaver, Ft. Yukon, Birch Creek, Chalkyitsik, Venetie, and Circle easement locations within the exterior boundary of the Yukon Flats National Wildlife Refuge.

Methods: For Objective 1:

CATG will develop, with input from FWS liaisons, a letter outlining 17(b) easement efforts on the Yukon Flats NWR. This letter will be mailed by CATG to Doyon Regional Corporation and the village corporations, and to the Board members, of Stevens Village, Beaver, Ft. Yukon, Birch Creek, Chalkyitsik, Venetie, and Circle, plus pertinent tribal offices (as determined by consultation with FWS liaisons).

For Objective 2:

A. CATG will facilitate the recording of 17(b) trail easements in the Chalkyitsik area by hiring a local person with a snow machine to lead the recording efforts of landowner representative(s) (Doyon Corporation and Village Corporation), a USFWS representative(s), plus CATG staff. The exact location of existing trail easements will be recorded, using a GPS capable of being WAAS corrected to 3

meter accuracy. With adequate snow cover for travel, the easements will be traversed in March, or early April, 2006 by snow machine. Corporation, FWS, and CATG representatives will each be responsible for providing a snow machine for their respective use. Locations will be downloaded from the GPS and archived into a database maintained by the FWS Realty Office. All GPS information will be shared with CATG and Corporations if requested.

B. CATG will provide a boat and driver capable of taking Corporation and FWS representative(s) from Fort Yukon to site easements on the Yukon River near Fort Yukon and near Birch Creek Village on the Upper Mouth Birch Creek, Lower Mouth Birch Creek, and Beaver Creek. This will likely be done in May-June, 2006 during periods of high water.

Deliverables: For Objective 1:

By November 30, 2005, letters, with FWS liaison approval, will be sent to the Doyon Regional Corporation and the village corporations of Stevens Village, Beaver, Ft. Yukon, Birch Creek, Chalkyitsik, Venetie, and Circle, to each of their Board members, and to pertinent tribal offices.

For Objective 2:

GPS locations to 3 meter accuracy will be recorded for the entire length of each of the trail easements measured and the perimeter of the one acre site easements and provided to FWS Realty by June 30, 2006.

Timeline: Within 60 days of the annual funding agreement duties begin and continue through July 31, 2006.

Project: Logistics (Ft. Yukon equipment and facility maintenance) Budget: 5K

FWS Liaison: Wildlife Biologist/Pilot Michael Vivion, 907-456-0429

CATG Liaison: Maintenance Superintendent Jerald James, 907-662-2460

Purpose: The purpose of this project is to protect and maintain facilities and property of the Fish and Wildlife Service located in Fort Yukon. This project will provide for cyclical as well as unexpected maintenance and repairs of existing and future equipment, vehicles and facilities. This project aims at providing reliable and safe property for Service employees as they arrive and work within the Village of Fort Yukon.

Objective: Provide well-maintained, safe and reliable Refuge equipment, vehicles and facilities in the Village of Fort Yukon. Security of all equipment is of paramount importance to the Service, and security is within the scope of this project.

Study Area: Within the Village of Fort Yukon, the following Real Property:

- Log cabin/office/bunkhouse and associated equipment, SAMMS # 10035717
  - 300 Gallon, heating oil tank, SAMMS # 10035723
  - Outhouse, SAMMS # 10035721
- Warehouse/garage and associated property/equipment, SAMMS # 10035718
  - Base radio communication tower, SAMMS # 10035719
- Compound perimeter fence w/gates, SAMMS # 10035720
- Gravel driveway and parking area, SAMMS # 10035722
- Aviation Fuel Tank and aircraft parking area, FYU airport

Located within the warehouse, the following Personal Property:

- Chevrolet S-10 vehicle, PN 721273 w/AV gas tank PN 719221
- Honda Rancher ATV, PN n/a
- SkiDoo Citation 4500, PN 701906
- SkiDoo Tundra, PN 708686
- Zodiac inflatable boat, PN 701542
- Stihl brush saw, PN 719796

Methods: Perform routine maintenance, such as brush and snow removal, and urgent repairs that may arise on Service property.

Deliverables: A well-maintained, reliable cadre of Service equipment and facilities. Specific recurring activities covered under this agreement will be:

- Snow removal in front of the FWS storage building after significant snow accumulation (four inches or more).
- Snow removal to provide aircraft access to the FWS fuel tank on the Fort Yukon Airport ramp area.
- Five monthly inspections of the containment dike for the FWS aviation fuel tank at the Fort Yukon airport, to include pumping accumulations of rain and snow melt from the diked area. These inspections will be completed during the last weeks of May, June, July, August, and September 2006. The results of these inspections will be logged and reported in October 2006.
- Annual brush clearing to provide reliable and safe aircraft access to the FWS fuel tank at the FYU airport.
- Semi-annual brush removal around the FWS compound perimeter fence and within the FWS fenced compound in Fort Yukon.
- Annual lubrication and servicing of the chassis and suspension system of the FWS pickup truck located in Fort Yukon, including greasing all service points; changing the oil and changing the transfer case; front and rear differential fluid and transmission fluid. More frequent oil change and chassis lubrication may be necessary, depending upon utilization of the truck. All work must comply with General Motors' service recommendations for this make and model truck.
- Annual lubrication and service including oil change, of the FWS four wheeler, in accordance with Honda service guidelines.

One-time & Non-recurring Tasks:

- Upon request, with available funding provided under this AFA perform up to 40 hours of other maintenance and upkeep tasks in Fort Yukon.
- Install sixty-feet of wiring and breaker, per code, for existing radio base station using FWS-supplied conduit, wire, and breaker.

Timeline: Logistics work begins within thirty days of annual funding agreement start date.

- Monthly reporting of action taken, number of personnel utilized, and number of hours required to accomplish tasks (should be in the form of a spreadsheet).
- October 1, 2006 - Draft report is compiled; analyzed and prepared that summarizes the maintenance that occurred on Refuge property. This draft report is submitted to Refuge staff for review.
- October 31, 2006 - Final report is submitted to the Refuge.

Project: Eastern Yukon Flats Moose Population Estimation Survey Budget: 18K

CATG

Liaison: Wildlife Biologist Craig Fleener, 907/662-2667

FWS Liaison: Wildlife Biologist Mark Bertram, 907/456-0446.

Purpose: The purpose of this project is to monitor annual trends in moose population size and composition in the eastern Yukon Flats and lands near Venetie. This project will provide data to support objectives outlined in the Yukon Flats Cooperative Moose Management Plan and for evaluating hunting regulations, proposed regulation changes, and subsistence, sport, and fire management policies.

Objective: 1) Estimate the moose population at a maximum confidence limit of plus or minus 25% at the 90% confidence interval.  
2) Estimate standard sex and age composition ratios with adequate sample sizes as outlined in the plan.

Survey Areas: The primary survey area includes the core hunting areas in the 2,936 mi<sup>2</sup> eastern Yukon Flats. The area includes low elevation and upland habitat adjacent to the Yukon, Porcupine, and Black rivers, in an area extending from near the mouth of the Chandalar River east to the vicinity of Chalkyitsik, and from Shuman House on the Porcupine River south to the Sucker River drainage and Mardow Lake area southeast of Fort Yukon. The primary area will be given first consideration for survey.

The secondary survey area will include lands near the village of Venetie. The Venetie survey area includes 2,858 mi<sup>2</sup> of low elevation forest adjacent to the Christian and Chandalar rivers and some upland habitat north and east of Venetie. The boundary of the survey area will be mutually agreed upon by ADFG, USFWS, and CATG. The secondary survey area can be surveyed when conditions are unfavorable in the eastern Yukon Flats or if time and funds allow both areas to be completed in the same survey year. An additional 5K was inserted in the 2005 budget to address this data need.

Procedures: The survey follows methods according to Gasaway et al. 1986 and Ver Hoef 2001.

Personnel and aircraft requirements - qualifications - safety

Pilots and observers experienced with low level flying in light utility aircraft are required. The observer must be trained in the identification of moose by age/sex

classes. The pilot and aircraft must be OAS approved for low-level surveys. Due to the nature of this contract agreement U.S. Fish and Wildlife Service aircraft and employees are not eligible to participate in the survey. Both pilots and observers must wear personal protection equipment when conducting low-level surveys. Personal protection equipment includes a helmet, fire-resistant clothing (nomex), all-leather or leather and nomex gloves, and leather boots. All aircraft must have required OAS survival kit, tent, sleeping bags and pads, cook stove, cook gear, and food. Refer to Department of Interior Manual, Aviation Policy, Parts 350-354 for aviation requirements. Personal survival equipment (fire source, ELT, etc.) is highly recommended for all survey participants.

Because of the skill and concentration required, a pilot with experience in wildlife surveys is required. Low level circling around moose for classification counts can be hazardous, and the pilot must have training and experience in safely performing these maneuvers. Moose surveys also require patience for flying parallel transect lines and frequent low level passes or circles to classify moose. If observers are unfamiliar with aerial transects, map orientation, and moose classification, an area with ample moose should be sampled for practice prior to starting the survey. Whenever possible inexperienced observers should be teamed with experienced pilots to conduct surveys. The project supervisor must conduct a pilot/observer briefing prior to initiating all surveys to maintain standardization of methods and to discuss logistics and safety considerations. Daily flight following is required to ensure safety for all participants. Survey pilots must flight follow with other survey aircraft throughout the survey or establish daily flight plans with Flight Service with the Federal Aviation Administration. To accomplish the survey in a timely manner, it is recommended that the survey include a minimum of three survey aircraft.

#### Dates of inventory - times of day - weather conditions

The area will be surveyed in the fall after snow cover is complete, and depth is about six inches. Arrival of sufficient snow cover in fall is highly variable year to year, and depending on winds and snowfall, may change for better or worse within a few days. It is critical for continuity in annual survey data that sightability of moose is high so presence of large patches of brown vegetation will preclude initiation of the survey. Ideally, the snow cover should include a few inches of fresh snow that will show recent moose trails through brush and tracks on the ground. Prior to the survey, reports from other pilots should be obtained, or a flight should be made to check whether snow cover is adequate. The usual date for most moose surveys is in early November. By December diminishing daylight and increasing antler drop on bulls makes surveys more difficult and less reliable. By mutual agreement, the survey may be postponed until the spring of 2006, if

fall conditions are not favorable.

Surveys must be conducted during times of good lighting, about one-half hour after sunrise to one-half hour before sunset. Weather conditions should consist of high overcast or clear skies with visibility at least 5-10 miles. Frequent turbulence, heavy overcast with diminished visibility due to snow, or patchy low clouds are not suitable survey conditions, and surveys should not be initiated. Moose sightability is best on days with a high overcast after recent snowfall with snow on the bushes.

### Methods

Survey design - The moose survey procedure and analysis will follow methods established by Gasaway et al. 1986 and Ver Hoef 2001, which have been utilized in the eastern Yukon Flats by Alaska Department of Fish and Game and Council of Athabaskan Tribal Governments since 1999. The Geo-Statistical Population Estimator (GSPE) method as outlined in Ver Hoef 2001 will be followed which produces a statistically bounded population estimate based on a stratified random sample design.

The eastern Yukon Flats survey area is divided into 553 rectangular units, each encompassing two minutes of latitude and five minutes of longitude. Survey goals include the following: 1) Sample a minimum of 100 of the 553 units to include a minimum of 60 high and 30 low density strata. 2) Observe a minimum of 25% of the estimated population (in order to attain the minimum number of observations it will be necessary to select sample units known to have moose in them and in a non random fashion). 3) Attain a population estimate with no greater confidence limit of plus or minus 25% at the 90% confidence interval.

The Venetie survey area is divided into 550 rectangular units, each encompassing two minutes of latitude and five minutes of longitude. Survey goals include the following: 1) Sample a minimum of 100 of the 550 units to include a minimum of 60 high and 30 low density strata. 2) Observe a minimum of 25% of the estimated population (in order to attain the minimum number of observations it will be necessary to select sample units known to have moose in them and in a non random fashion). 3) Attain a population estimate with no greater confidence limit of plus or minus 25% at the 90% confidence interval.

Stratification - The eastern Yukon Flats survey area was last stratified in 1999. In coordination with the ADF&G, if funding permits it is recommended that a complete stratification be conducted prior to sampling to ensure efficiency in reaching the goals outline above. If a stratification is not completed, it is likely

that additional survey units will need to be sampled. A Cessna 185 or equivalent should be used for a stratification aircraft and will generally be flown in a low speed cruise configuration at 100 to 110 knots airspeed and 600 to 800 feet above ground level. The results of the 2004 Venetie survey should be evaluated when stratifying the Venetie survey area.

Unit sampling - Survey intensity and methodology should be consistent from year to year. The standard survey aircraft should be tandem seat, two place light utility aircraft with good slow flight and maneuvering characteristics such as the Piper Super Cub, Aviat Husky, Bellanca Scout, or Arctic Tern. The standard survey aircraft generally fly at between 300 and 500 feet (above ground level), with occasional lower passes as necessary to classify moose, and at an airspeed near 70 mph. Aircraft should never be operated at less than 65 mph. Flap settings should be that recommended by the aircraft manufacturer for best performance during maneuvering flight.

It is critical that units are sampled at a rate of intensity appropriate for the habitat being surveyed. Forested habitats will require a minimum search intensity of eight minutes per square mile while open riparian wetlands which may include lakes and other open terrain will require lower search intensities of four to six minutes per square mile. Given the amounts of forested areas in the study area, mean search intensities for all units sampled should be approximately six minutes per square mile.

Pilots navigate in and out of sample units using a GPS. Observer and pilot are each responsible for observing and classifying moose on their chosen side of the aircraft. The pilot should fly one or more circles around each observed moose to classify the moose by sex and age and to look for additional moose. All moose observed are classified into the following categories: yearling bull, medium bull, large bull, cow w/0 calf, cow w/1 calf, cow w/2 calves, cow w/3 calves, or lone calf. Bulls are separated as follows: yearlings-- spike, fork, or paddle antler (no brow tines, small antler bases, spread less than 30"); medium-- palmated antler with spread 30" to 50"; large-- palmated antler with spread over 50". Antler spread on bulls can be visually estimated on the premise that antler bases (or ears) on a small bull are 8" apart, and on a large bull are 10" apart. Observers and pilots should refer to "Aerial classification of bull moose based on antler development" by S. Dubois, W. Gasaway, and D. Roby (Source ADFG). Observations made outside the boundaries of sample units should be recorded and can latter be tabulated to boost sample size for sex and age composition statistics. Fatigue hampers survey effectiveness and safety and a stretch and eye/bladder relief break should be taken about every two to three hours during actual survey flying.

Recording data - Observers record data on a standard moose survey data form (Source ADFG). The header information on the data form is best completed while traveling to the survey area. Information on lighting, snow, and search time is important to record for comparing quality of surveys among years. Each moose or moose group observed is given a sequential index number and a latitude and longitude are recorded. For large moose groups it is important for pilot and observer to agree on total moose seen in each group and on the composition of the group. Incidental sightings of wolves, bears, kill sites, or other wildlife can be included in the margin of the data form. It is recommended that the observer complete moose totals on the form while flying back to the base camp for the evening, or as soon as possible thereafter, to rectify discrepancies. The data form must be fully completed and double checked for accuracy before turning it in to the project supervisor.

Report format - data analysis - archival - Data reporting format and analysis will follow previous moose survey data reports prepared by Alaska Department of Fish and Game and Council of Athabaskan Tribal Governments for the eastern Yukon Flats (Stephenson et al. 2000, 2001). Data will be analyzed by software programs Moosepop and the Geo-Statistical Population Estimator. A copy of the survey data files and data analyses will be provided to the Alaska Department of Fish and Game and U.S. Fish and Wildlife Service via a CD or electronic mail for review and archival.

Deliverables: A report will be prepared which includes a summary and analysis of data collected. The report format will follow the outline mentioned above.

Timeline: Moose survey data is important information to local residents of the Yukon Flats and it is necessary that the information be distributed in a timely manner.

Late October, early November, 2005 - Population survey conducted in the eastern Yukon Flats. (The Venetie area may be surveyed if conditions are unfavorable in the eastern Yukon Flats or if time and funds allow both areas to be surveyed.)

November 2005 to December 2005 - data is compiled and analyzed and a draft report is prepared.

December 31, 2005 - draft report is submitted to Yukon Flats National Wildlife Refuge for review and comment.

January 15, 2006 - report is finalized.

February 1, 2006 - report is distributed to resident and neighboring Yukon Flats residents, Yukon Flats village tribal councils, and government and non

government agencies. Minimum mailing list will include Chiefs, Natural Resource Specialists, and School Principals of Beaver, Birch Creek, Canyon Village, Chalkyitsik, Circle, Fort Yukon, Stevens Village, and Venetie; Chair, Yukon Flats Fish and Game Advisory Committee; Chair, Eastern Interior Subsistence Regional Advisory Council; Director, Stevens Village Natural Resources Department; Director, TCC Wildlife and Parks; Executive Vice President, Lands and Natural Resources, Doyon Ltd; Fort Yukon Area Biologist, ADFG, Fairbanks; Regional Supervisor, ADFG, Fairbanks; Biologist, White Mountains Recreation Area, BLM, Fairbanks; Biologist, Yukon Charley National Park and Preserve, Fairbanks; Yukon Flats Refuge Manager, USFWS, Fairbanks; Refuge Supervisor, USFWS, Anchorage; Office of Subsistence Management, USFWS, Anchorage; Region 7 Librarian, USFWS, Anchorage. Yukon Flats Refuge staff can provide an electronic mailing list for above list.

(By mutual agreement, these timelines may be adjusted to account for delays caused by lack of snow, inclement weather, etc.)

Errata Sheet No. 1

SUBJECT: Personnel changes and extension of a timeline.

Three, minor non-substantive errors in the current, successor AFA need to be amended. As required by Section 18 – Amendment and Correction, B. Minor Errors or Omissions of the AFA, “The FWS and CATG may correct minor, non-substantive errors or omissions in this AFA by executing a written errata sheet signed and dated by the Refuge Manager and the Chairman.” This letter with accompanying signatures serves as an errata sheet with the following changes:

1. Attachment 1. Logistics (Ft. Yukon equipment and facility maintenance). Fish and Wildlife Biologist James Akaran replaces Michael Vivion as the FWS liaison for the Logistics project.

2. Attachment 1. Logistics (Ft. Yukon equipment and facility maintenance). Natural Resources Director Bruce Thomas replaces Jerald James as the CATG liaison for the Logistics project.

3. Attachment 1. Eastern Yukon Flats Moose Population Estimation Survey Project.

Timeline: The following edits reflect the change necessitated by moving performance of the moose survey from November 2005 to November 2006.

- ~~November 2005~~ [insert November 2006] to ~~December 2005~~ [insert December 2006] – data is compiled and analyzed and a draft report is prepared.
- ~~December 31, 2005~~ [insert December 31, 2006] – draft report is submitted to Yukon Flats National Wildlife Refuge for review and comment.
- ~~January 15, 2006~~ [insert January 31, 2007] – report is finalized.
- ~~February 1, 2006~~ [insert February 1, 2007] – report is distributed to resident and neighboring Yukon Flats residents...Yukon Flats Refuge staff can provide an electronic mailing list for above list.

We view the changing of project liaisons, and the amendment of timeline dates for the moose survey as the correction of minor, non-substantive errors that may be amended by an errata sheet for the 2005-2006 AFA.

\_\_\_\_\_  
Refuge Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date