

ANNUAL FUNDING AGREEMENT
BETWEEN THE
GILA RIVER INDIAN COMMUNITY
AND THE
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
FOR THE PERIOD OF
OCTOBER 1, 2007, THROUGH SEPTEMBER 30, 2008

Article I. Authority, Purpose and Background.

Section 1. Authority. This Annual Funding Agreement (hereinafter referred to as the "AFA") is entered into by the United States Department of the Interior, Bureau of Reclamation (hereinafter referred to as "Reclamation") for and on behalf of the Secretary of the Interior, pursuant to the authority granted by Title IV of Public Law 93-638, as amended by Title II of Public Law 103-413, 108 Stat. 4250 (October 25, 1994) (hereinafter referred to as the "The Tribal Self Governance Act of 1994") and by the Gila River Indian Community Council by the authority of the Constitution and Bylaws of the Gila River Indian Community (hereinafter referred to as the "Community").

Section 2. Purpose. This AFA will implement the Tribal Self-Governance Act of 1994, with respect to programs, services, functions and activities assumed by the Community from Reclamation during this funding period. The purposes of this AFA are as follow:

- A. Pursuant to Section 403(b)(2) of the Tribal Self-Governance Act of 1994, the Community shall plan, conduct, consolidate, and administer Reclamation programs related to the Pima-Maricopa Irrigation Project, to and on the Gila River Indian Reservation as authorized by Section 301(a) of the Colorado River Basin Project Act, Act of September 30, 1968, Pub. L. 90-537, 82 Stat. 885, as amended (CRBPA). This AFA sets forth the specific programs, services, functions and activities, and the associated resources to be provided by

Reclamation to the Community, under the Central Arizona Project - Indian Distribution Division (CAP-IDD), specifically the Gila River Indian Community- Indian Distribution System (CAP-IDS), hereinafter referred to as the Pima-Maricopa Irrigation Project (P-MIP);

- B.** Pursuant to Section 403(c) of the Tribal Self-Governance Act of 1994, the Community shall plan, conduct, consolidate, and administer Reclamation programs, services, functions, and activities, or portions thereof, associated with the operation and maintenance of the CAP Archaeological Repository, hereinafter referred to as the Archaeological Repository, located in the Huhugam Heritage Center on the Gila River Indian Reservation, as authorized by the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto. The Archaeological Repository, as referred to herein, includes approximately 3,000 square feet in Building A - an Archives Building; and approximately 15,000 square feet in Building B - a Repository building; totaling 18,000 square feet. This AFA sets forth the specific programs, services, functions and activities, and the associated resources to be provided by Reclamation to the Community for the operation and maintenance of the Archaeological Repository;
- C.** Pursuant to Section 403(c) of the Tribal Self-Governance Act of 1994, the Community shall plan, conduct, consolidate, and administer Reclamation programs, services, functions, and activities, or portions thereof, associated with the curation of the PXAO Archaeological Collection, as authorized by (1) The National Historic Preservation Act of 1966, as amended, and in accordance with 36 CFR Part 79 entitled "Curation of Federally-Owned and Administered Archaeological Collections;" (2) The Archaeological Resources Protection Act of 1979, and in accordance with 43 CFR Part 7; and (3) The Native American Graves Protection and Repatriation Act of November 1990, and in accordance with 43 CFR Part 10. The PXAO Archaeological Collection will be housed in the Archaeological Repository. This AFA sets forth the specific programs, services, functions and activities, and the associated resources to be provided by Reclamation to the Community, for curation of the PXAO Archaeological Collection;

- D. To identify the functions and resources to be retained by Reclamation; and
- E. To set forth the terms and conditions for implementation of this AFA for the funding period October 1, 2007, through September 30, 2008.
- F. The Community will perform the work in Fiscal Year 2008 as set out in the workplan agreed to between BOR and the Community.

Section 3. Background for the O&M of the Archaeological Repository and the Curation of the PXAO Archaeological Collection. Pursuant to the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885; 43 U.S.C. Sec. 1501), as amended, and other authorized programs, Reclamation has collected an extensive assemblage of prehistoric and historic material remains and associated records. This PXAO Archaeological Collection is and will remain Federally-owned property. As part of this AFA, however, the Community is assuming responsibility for curation of the PXAO Archaeological Collection and operation and maintenance of the Archaeological Repository. Reclamation and the Community anticipate that the Community will be providing long-term curation services for the PXAO Archaeological Collection and long-term operation and maintenance services of the Archaeological Repository. To that end, Reclamation intends, in each of 5 successive years hereafter, to ask the Department of the Interior to seek from Congress appropriations, in the amount of \$332,000, to pay for the O&M and curation activities described herein. The Community has agreed that all funding necessary to provide curation and O&M services beyond an initial 10-year period will be the responsibility of the Community. Reclamation and the Community intend to negotiate and execute a long-term agreement for the continued O&M of the Archaeological Repository and curation of the PXAO Archaeological Collection, at no cost to Reclamation, prior to the expiration of a Fiscal Year 2013 Self-Governance AFA. The terms and conditions of the long-term agreement shall be guided by the terms and conditions of this and subsequent AFA's.

Article II. Terms and Conditions.

Section 1. Responsibilities of the Community.

A. P-MIP. Subject to the terms of this AFA as further defined below, and as described in the Community's Work Plan entitled "Pima Maricopa Irrigation Project" (incorporated herein by reference and hereby made a part of this agreement), the Community is authorized and responsible to plan, conduct, consolidate, and administer Reclamation's GRIC-IDS project as follows:

1. Design and Construction Standards. The Community shall use generally accepted industry-wide design and construction standards except that: (a) Reclamation standards shall be followed for any system feature which directly connects to the CAP mainstem canal, and (b) where required by regulation, the standards or guidelines set forth in that regulation shall be used.

2. Construction.

(a) Pre-requisites. The Community will comply with all applicable environmental laws; execute all necessary inter-agency and inter-tribal agreements; secure all necessary on-reservation rights-of-way; assist Reclamation in securing off-reservation rights-of-way by providing tract maps, in final form, identifying each individual tract of land to be appraised and the right-of-way to be acquired from each tract of land and by providing typed legal descriptions describing the right-of-way to be acquired across each tract of land; and provide inter-agency and inter-tribal agreements and rights-of-way to Reclamation. The Community will submit all National Environmental Policy Act compliance documents to Reclamation for review and approval.

- (b) **Health and Safety.** In the absence of equivalent Community health and safety standards, Reclamation safety and health standards, set forth in the Reclamation publication, Reclamation Safety and Health Standards (Rev. 5/02), and/or the Occupational Safety and Health Administration regulations will apply. If the Community develops and decides to substitute equivalent or higher Community standards, the Community will notify and provide Reclamation with a copy of the Community standards. Prior to initiating any construction, the Community and Reclamation will jointly develop a safety program.

3. Reports and Submittals.

- (a) The Community shall provide to Reclamation, within sixty (60) calendar days of the quarter's end, quarterly status/progress reports showing activities and expenditures on work identified in the Pima Maricopa Irrigation Project work plan.
- (b) The Community shall deliver to Reclamation for review and comment, two sets of design drawings and technical specifications at the 60-percent and 90-percent stages for each component of construction under this agreement.
- (c) The Community shall make available to Reclamation, upon request, all planning reports, design reports, inspector reports, material testing reports or any other reports that document the design and construction of the facilities that are the subject of this AFA. If Reclamation determines copies of specific documents are necessary, the Community, upon notice by Reclamation, will provide such copies in a timely manner.

- (d) For any component, the Community shall provide one complete award package (which shall include a copy of an award document, boiler plate contract language, specifications, drawings, and all modifications thereto), not later than fourteen (14) calendar days after execution of an award document. Drawings and specifications shall be provided in electronic copy.
- (e) The Community shall provide one electronic copy of as-built drawings to Reclamation within one (1) year of construction completion for each component of the system completed under this agreement.
- (f) In order for Reclamation to fulfill its obligations under the 1983 Programmatic Agreement for the CAP Archaeology Program, the Community shall provide 125 copies of each final P-MIP archaeology report within 30 days of publication.

B. Archaeological Repository Operation and Maintenance (O&M) and PXAO

Archaeological Collection Curation. The Parties agree that the O&M of the Archeological Repository and curation of the PXAO Archaeological Collection are subject to applicable Federal law. Subject to the terms of this AFA as further defined below, and as described in the Community's Work Plan (incorporated herein by reference and hereby made a part of this agreement), the Community is authorized and responsible to plan, conduct, consolidate, and administer this project as follows:

1. **Management Plan.** The Community has developed a final Management Plan that meets or exceeds the minimum standards employed under the interim "Operation Plan." Reclamation has reviewed and approved the final Management Plan. Two copies of a final plan have been submitted to Reclamation. The final plan is available for inspection at Reclamation's Phoenix Area Office, 6150 W. Thunderbird Road, Glendale, AZ 85306, and is incorporated in full text, in full force and effect,

by reference hereto, in accordance with its respective provisions until superseded by a subsequent exhibit executed by the Parties.

- 2. Archaeological Repository Operation and Maintenance (O&M) and Interim Operation Plan.** Via Reclamation letter dated June 24, 2006, Reclamation provided written notification to the Community that the responsibility for the O&M of the Archaeological Repository has been transferred to the Community. The Parties agree that title to the Archaeological Repository shall remain in the name of the United States, unless otherwise provided by the Congress of the United States.
- (a) **O&M Standards.** The Community shall O&M the Archaeological Repository in accordance with the terms and conditions of this AFA, the Management Plan, and all contractor-provided operation manuals (copies of which shall be maintained by the Community for its exclusive O&M use).
- (b) **Access to the Archaeological Repository by Reclamation.** The Community, upon receiving 48-hours prior notice, shall provide access to the Archaeological Repository to Reclamation personnel for purposes of monitoring the physical security and environmental control measures and to conduct annual inspections and inventories and for other purposes as identified in this AFA or the Management Plan.
- (c) **Repairs.** Necessary repairs of the Archeological Repository shall be made promptly by the Community. In case of unusual conditions or serious deficiencies in the O&M of the Archeological Repository, Reclamation, after consultation with the Community, may issue to the Community a written notice of the necessary repairs. Within 60 days of receipt of such notice, the Community shall either make the repairs or submit an acceptable plan for accomplishing said repairs. If the Community fails to do either within 60

days of receipt of said notice, Reclamation may cause the repairs to be made and, upon the effective date of the subsequent year's AFA, via execution of a bilateral supplemental agreement to said AFA, the cost thereof shall be deducted from the total O&M and curation funds that would otherwise be transferred to the Community.

3. Curation of the PXAO Archaeological Collection. The Parties agree that title to the PXAO Archaeological Collection remains with the United States.

(a) Definition. For the purposes of this AFA, Reclamation and the Community agree that the PXAO Archaeological Collection shall mean the collection of prehistoric and historic material remains recovered during the construction of projects administered by PXAO and their associated records. Such projects include the CAP, the Safety of Dams Projects, Small Reclamation Project Act loans, and other programs administered by PXAO. Additional artifacts may be recovered from future projects to be carried out by PXAO, including the remaining elements of the CAP. Exceptions to the definition of the PXAO Archaeological Collection are the following:

- (1) All culturally affiliated items and human remains so discovered that are within the scope and protection of and so defined in the Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.S.C. §§ 3001, *et seq.*, and which will be repatriated by Reclamation in cooperation with the rightful owner of such item(s) whose identity is described in 25 U.S.C. § 3002 are excluded from the PXAO Archaeological Collection.
- (2) It is possible that future Reclamation projects may recover prehistoric human remains and associated and/or unassociated funerary objects

that have been determined by Reclamation to be culturally unaffiliated under NAGPRA. These remains may be housed in the Archaeological Repository until Reclamation has either determined cultural affiliation and repatriated the remains or has otherwise determined appropriate repatriation for cultural unaffiliated remains as outlined in NAGPRA. Until such time as these remains are repatriated, they shall remain under the jurisdiction of Reclamation.

- (3) Certain items that might otherwise be considered part of the PXAO Archaeological Collection that have been and/or will be unearthed in connection with the on-reservation development of the Pima-Maricopa Irrigation Project. Such items are summarily excluded from the PXAO Archaeological Collection for the purposes of this AFA.

(b) Treatment of Items Excluded from the PXAO Archaeological Collection.

Items that are excluded from the PXAO Archaeological Collection shall be housed in and subject to the physical security and environmental control measures of the Archaeological Repository until disposition of the items can be arranged.

- (c) Staffing.** The Community shall retain the necessary staff to curate the PXAO Archaeological Collection. Such staff shall possess knowledge, experience, and demonstrable competence in museum methods and techniques appropriate for the management and effective operation of the Archaeological Repository and curation of the PXAO Archaeological Collection, pursuant to 36 CFR 79.4(h).

(d) Curation Standards for the PXAO Archaeological Collection. The PXAO Archaeological Collection shall be curated by the Community in

accordance with the approved Management Plan, this AFA, and all applicable Federal laws, regulations, standards, and guidelines.

(e) **Use of and Access to the PXAO Archaeological Collection.** The Community shall ensure that use of and access to the PXAO Archaeological Collection shall be in accordance with 36 CFR 79, this AFA, and the Management Plan. The Community shall consult with Reclamation prior to any use of any item or part of the PXAO Archaeological Collection for purposes not identified under the Management Plan. Under no circumstances is the PXAO Archaeological Collection, or any part thereof, permitted to be removed from the Archaeological Repository, unless first approved in writing by Reclamation.

4. **Coordination Meetings.** The Community agrees to host coordination meetings with Reclamation on a monthly basis for the purpose of identifying and discussing potential issues that may arise as a result of the O&M of the Archaeological Repository and the curation of the PXAO Archaeological Collection. In addition to these coordination meetings, the Parties shall conduct an annual meeting to discuss the past year's developments and plans for the upcoming year. If the Parties determine that the need for monthly meetings is no longer necessary, the Parties may agree to conduct the coordination meetings on a quarterly basis. In either case, upon reasonable notice and cause, either of the Parties to this AFA may call for a special meeting, in addition to the coordination meetings and annual planning meeting, to discuss significant issues pertaining to this agreement.

5. **Reports and Submittals.**

(a) The Community shall provide to Reclamation, within thirty (30) calendar days of the quarter's end, quarterly status/progress reports showing activities

relating to the work identified in the O&M/Curation work plan. The fourth quarter report shall include an annual summary of status/progress summarizing fiscal year 2007 O&M/Curation activities under this AFA.

- (b) The Community shall provide to Reclamation information and reports regarding the O&M of the Archaeological Repository and the curation of the PXAO Archaeological Collection as identified in the workplan. If Reclamation determines additional information and reports are necessary, the Community, upon reasonable notice, will provide such information or reports in a timely manner.

- 6. **Indemnification.** The Community agrees to indemnify the United States for all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any intentionally wrongful act or omission or misconduct by the Community in the manner or method of performing any O&M and curation, supervision, examination, inspection or other duties performed hereunder.

- 7. **Non-Compliance with AFA/Management Plan.** Except for Article II, Section 1. paragraph B.2(c) above, in the event Reclamation determines the Community's O&M of the Archeological Repository or curation of the PXAO Archaeological Collection is non-compliant with this AFA or the Management Plan, Reclamation, after consultation with the Community, may issue to the Community a written notice of the specific deficiencies. Within 60 days of receipt of such notice, the Community shall either correct the deficiencies or submit an acceptable written plan for correcting the deficiencies. If the Community fails to either correct the deficiencies or submit an acceptable plan for correcting the deficiencies, within 60 days, Reclamation will provide technical assistance to the Community to develop a corrective plan of action and, at the Community's request, provide assistance in

implementing the plan. The Community's failure to implement the corrective plan of action may result in Reclamation's issuance of a finding of "imminent jeopardy."

Section 2. Responsibilities of Reclamation.

- A. P-MIP.** Reclamation shall be responsible for and shall retain involvement in project activities, as agreed to and adopted in Attachment "A" for P-MIP to ensure that appropriated funds provided to the Community are expended for authorized and approved project purposes. Attachment "A" addresses the specific functions retained by Reclamation and the associated staff and necessary funds to carry out those functions. With respect to functions identified in Attachment A, the Community retains the right to discuss and negotiate to include such functions and activities in future AFA's. Reclamation activities and functions will be formulated and funded in concert and consistent with the Community's planned activities for the period covered by this AFA.

Reclamation shall be responsible for seeking project funding through its normal program and budget process and shall make funds appropriated and apportioned for this project available to the Community for purposes defined in this AFA and as outlined in Article II, Section 3, entitled "Funding".

1. Design and Submittal Review.

- (a)** Within thirty (30) calendar days of submittal by the Community, Reclamation shall review and provide written comments for the 60-percent and 90-percent stage design documents related to the construction of any system feature which connects to the CAP mainstem canal as set forth in Section 1, paragraph A of this Article.

(b) Within thirty (30) calendar days of submittal by the Community, Reclamation shall review and approve the final design documents, or provide comments that, when incorporated, will result in approval of the final design documents related to the construction of any system feature which connects to the CAP mainstem canal as set forth in Section 1, paragraph A of this article.

(c) Within thirty (30) calendar days of submittal by the Community, Reclamation shall review and provide written comments for 60-percent and 90-percent stages associated with system features that do not connect to the CAP mainstem canal.

2. Technical Assistance. Upon request by the Community and where appropriate, Reclamation shall provide technical assistance. If these requests for technical assistance have not been forecasted or projected in Attachment A, the Community, at the request of Reclamation, shall provide adequate funding, as mutually agreed to by Reclamation and the Community, prior to commencing with the work.

3. Construction Monitoring. Reclamation will perform periodic site visits to monitor progress on the project and to assist the Community in carrying out the Community's work and safety plans. Copies of all trip reports resulting from site visits will be provided to the Community within fourteen (14) calendar days after the visit.

4. Reports. In a mutually agreed upon format, Reclamation will provide the Community quarterly reports on Reclamation's activities and expenditures identified in Attachment A. Such reports shall be provided within sixty (60) calendar days of the end of the quarter covered by the report.

B. Archaeological Repository O&M and PXAO Archaeological Collection Curation.

Reclamation shall retain involvement in these activities to ensure Community compliance

with the provisions of this AFA and the approved Management Plan. Reclamation shall be responsible for seeking project funding through its normal program and budget process and shall make funds appropriated and apportioned for this project available to the Community as outlined in Article II.3.B.

1. Examination and Inspection of the Archaeological Repository and Curatorial Functions.

- (a) Reclamation may conduct (1) an annual inspection of the Archaeological Repository; (2) an annual inspection and inventory of the PXAO Archaeological Collection; and (3) an annual review of the Community's curation of the PXAO Archaeological Collection and its O&M of the Archaeological Repository. At least 48 hours in advance, Reclamation shall provide written notice to the Community which shall identify the purpose, the number of personnel to be involved, and the amount of time needed for any examination, inspection, inventory or review.

- (b) Except as specified in Article II, Section 1. paragraph B.2(c) of this AFA, if Reclamation finds the Community's O&M of the Archeological Repository or curation of the PXAO Archaeological Collection is non-compliant with this AFA or the Management Plan, Reclamation, after consultation with the Community, may issue to the Community a written notice of the specific deficiencies. If the Community fails to either correct the deficiencies or submit an acceptable plan for correcting the deficiencies, within 60 days, Reclamation will provide technical assistance to the Community to develop a corrective plan of action and, at the Community's request, provide assistance in implementing the plan. If the Community fails to implement the corrective plan of action, Reclamation may issue a finding of "imminent jeopardy."

2. **Technical Assistance.** Upon request by the Community and where appropriate, Reclamation shall provide technical assistance.

Section 3. Funding.

- A. **Budget.** The total funds available for expenditure by the Community for the period October 1, 2007, through September 30, 2008, is summarized as follows:

AFA BUDGET for FY 2008			
	FY 2008 CAP FUNDS (Allocation)	Reclamation (Retained)	Community
I. GRIC IDS funds allocated from FY 2008 Energy and Water Appropriations	\$13,973,000	\$ 815,000	\$13,158,000
II. REPOSITORY O&M and CURATION funds allocated from FY2008 Energy and Water Appropriations	\$ 332,000	\$ -0-	\$ 332,000
Total AFA FY-08 Funds:	\$ 14,305,000	\$815,000	\$13,490,000

- B. **P-MIP Funding.** With respect only to the P-MIP, the above amounts are budget projections based on information available to Reclamation. Both Parties agree that the above amounts will be adjusted upwards or downwards to reflect the actual amounts appropriated or otherwise available in the fiscal year. All funds expended by the Community are to be in conformance with the Community's Work Plan, milestones, budget, and procurement standards.

Relative solely to the P-MIP, the Community shall be subject to Reclamation's budget process for funding decreases that may occur and shall also be eligible for any funding increases on the same basis as if Reclamation were providing the services transferred to the Community under this Agreement. Whenever there are errors in calculations or other mistakes regarding estimates of available funding which may need to be renegotiated, both Parties agree to take action as necessary to correct such errors as they are identified.

- C. PXAO Archaeological Collection Curation and Archaeological Repository O&M Funding.** The Parties agree that a fixed amount of \$332,000 will be provided to the Community in FY-2008, pursuant to Article II, Section 4, of this AFA for the purposes of curating the PXAO Archaeological Collection and O&M of the Archaeological Repository.
- D. Reallocation of Funds.** The Community agrees that no funds provided under this AFA will be reallocated between the P-MIP and the Archaeological Repository O&M/PXAO Archaeological Collection curation.

With respect to P-MIP, significant deviations from the work identified in the Pima Maricopa Irrigation Project workplan are subject to negotiation of a joint reallocation agreement between the Community and Reclamation as prescribed in Section 403(b)(3) of the Tribal Self Governance Act of 1994. For the purposes of this section, significant deviations are deviations that involve line item reallocation(s) that singularly or in total exceed 25 percent of the total project budget for the funding period. All deviations in fund allocation from those specified in the current year's work plans shall be reported to Reclamation in a "Work Plan Reallocation Summary" report, wherein fund changes are clearly identified, such as, where funds were shifted from, where they were shifted to, and an explanation as to the reason for the change. This report shall be included as part of the quarterly reports pursuant to Article II, Section 1.A.(3), "Reports and Submittals," and Article II, Section 1.B.(5), "Reports and Submittals" of this AFA.

- E. Carry-over.** In the absence of a successor AFA, and to the extent resources permit, the Community is authorized to continue under the terms and conditions of this AFA until a successor AFA becomes effective. With respect to P-MIP, if the end of fiscal year 2008, funds remain, those funds shall be carried over to the successor AFA and applied to the project that the funds were originally intended. The carry-over funds in each succeeding year shall be reviewed during the formulation of the AFA and adjustments may be made jointly by Reclamation and the Community. It is understood that the Community is not obligated to continue performance of the P-MIP activities that requires the expenditure of funds in excess of the amount of funds transferred under this and prior AFA's.
- F. Surplus Funds.** Solely, with respect to the P-MIP, the Community will be provided the opportunity, on the same basis as other activities within the CAP, to obtain surplus CAP or other project funds during the term of this AFA. To be considered for such funds, the Community must provide justification that the funds are not available within the existing allocation made pursuant to this AFA and that the additional funds can be expended or obligated during the year in which they are requested.
- G. Surplus Retained Reclamation Funds.** By not later than September 13, 2008, Reclamation will reconcile all P-MIP FY-2008 expenditures and/or obligations incurred through the end of August 2007, as identified in Attachment A. Reclamation will estimate expenditures for the month of September 2008 to determine if sufficient funds have been retained for the fiscal year. If it is determined that there will be a surplus of retained funds, Reclamation will transfer such surpluses under a supplemental agreement prior to the close of the fiscal year, in accordance with Section 3, paragraph D above.

H. Shortfalls in Reclamation Retained Funds.

- 1. Activities Required by Federal Statute, Regulation or Court Order.** If the amounts retained by Reclamation to carry out the functions identified in Attachment A are insufficient to carry out activities required by Federal statute, regulation or court order, the Parties shall confer and negotiate which additional activities the Community will carry out and which activities Reclamation will carry out. For activities that are to be carried out by Reclamation, the estimated costs and amount of resources necessary shall be submitted by Reclamation to the Community for review and comment. The Parties shall seek to reach agreement reasonably and promptly on the funding and resource reallocation. Reclamation shall seek to fund these activities from CAP resources other than those provided to the Community under this AFA. If funds transferred to the Community are returned to Reclamation, the Community will be given priority consideration for any future surplus CAP funds pursuant to paragraph D of this section to replenish the funds returned to Reclamation.

- 2. Unanticipated Activities and Underestimated Costs.** If the amounts retained by Reclamation are insufficient to carry out functions or activities Reclamation did not anticipate, or if Reclamation underestimates the funds necessary for the functions identified in Attachment A, Reclamation shall notify the Community of the additional functions or activities it proposes to carry out and/or the amount of additional resources required. The Community shall be provided the opportunity to consult with Reclamation on the proposal. Reclamation will consider the Community's concerns and revise its proposals as appropriate. Reclamation shall seek to fund these activities from CAP resources other than those provided to the Community in this AFA before it requests that these additional resources be returned from the amounts provided to the Community in this AFA. If funds transferred to

the Community are returned to Reclamation, the Community will be given priority consideration for any future surplus CAP funds pursuant to paragraph D of this section to replenish the funds returned to Reclamation.

I. Future Funding Requests . The Parties acknowledge that the projects contained within this AFA are multi-year projects and that additional AFA's will be required to complete and/or fund annually each. Funding amounts for future AFA's associated with each project under this AFA will be requested of the Department by Reclamation for inclusion in Reclamation's budget submission pursuant to Reclamation's budget process and procedures. The Community will participate in the Phoenix Area Office budget formulation process to identify the Community's needs for future appropriations and for submittal to Congress pursuant to Section 404 of the Tribal Self Governance Act of 1994. Accordingly, the Community will submit to Reclamation by June 1, 2008, a 5-year project plan that details its estimated budgetary requirements along with a description of proposed construction projects during that period. Estimated budget requirements for O&M of the Archaeological Repository and the PXAO Archaeological Collection curation activities will be unnecessary as a fixed funding level has been mutually agreed to. To that end, Reclamation intends, in each of 5 successive years hereafter, to ask the Department of the Interior to seek from Congress appropriations, in the estimated amount of \$332,000, to pay for the O&M and curation activities described herein.

Section 4. Payment. Subject to the appropriation of funds by the Congress of the United States and apportionment of those funds, Reclamation shall provide to the Community for performance of activities under this AFA, the funds agreed upon pursuant to Section 3 of this Article, within ten (10) working days of receipt of those funds by Reclamation.

Pursuant to Section 112 of the Department of the Interior and Related Agencies Appropriations Act, 1998, Pub. L. 105-83, 111 Stat. 1543, (November 14, 1997), the Community shall, to the extent advanced payments are made to the Community by Reclamation, and before such funds are

expended for the purpose of the annual funding agreement, ensure that such funds will be --

(1) Invested by the Community only in obligations of the United States or in obligations or securities that are guaranteed or insured by the United States, or mutual (or other) funds registered with the Securities and Exchange Commission and which only invests in obligations of the United States or securities that are guaranteed or insured by the United States; or (2) Deposited only into accounts that are insured by an agency or instrumentality of the United States, or are fully collateralized to ensure protection of the funds in the event of a bank failure.

Article III. Retrocession of Programs by the Community.

Section 1. Retrocession. The retrocession provisions of Section 105(e) of Pub. L. 93-638, January 4, 1975, 88 Stat. 2203, as amended, are herein incorporated. Any retrocession of P-MIP, in part or in whole, and/or of the Archaeological Repository O&M/PXAO Archaeological Collection curation, in whole, shall become effective one (1) year from the date of the request by the Community, the date the AFA expires, or at such date as may be mutually agreed upon by the Parties.

Section 2. Future Public Law 93-638 Contracts. In the event of retrocession of the P-MIP in whole or in part, nothing in this AFA shall be construed to prevent the Community from submitting a proposal for a grant or contract under Title I of Public Law 93-638, January 4, 1975, 88 Stat. 2203, as amended, to operate any of P-MIP-related programs, functions, services or activities included under this AFA. In the event of retrocession of the Archaeological Repository O&M/PXAO Archaeological Collection curation, because these activities have been contracted pursuant to Section 403(c) of the Tribal Self-Governance Act of 1994, they will not be eligible for contracting by the Community pursuant to Title I of Public Law 93-638.

Section 3. Transfer of Remaining AFA Funds. Upon retrocession, the Community will turn over any remaining funds to Reclamation for use by Reclamation in the administration of the retroceded program(s). At the Community's option, the Community may elect to retrocede only a portion of

P-MIP programs, functions, services, or activities included under this AFA. In that instance, only the amount of funds and the property remaining in the Community's possession for purposes of carrying out the programs, functions, services or activities retroceded shall be returned to Reclamation under this retrocession procedure.

Article IV. Reassumption by the Secretary. Reclamation will reassume any P-MIP program, service, function or activity, or portion thereof, that is being administered by the Community under this AFA if there is a finding by Reclamation of imminent jeopardy to a physical trust asset, natural resources, or the public health and safety.

The Parties also agree, that Reclamation will reassume the Archaeological Repository O&M/PXAO Archaeological Collection curation being administered by the Community under this AFA if there is a finding by Reclamation of imminent jeopardy to the Archaeological Repository facility itself or the PXAO Archaeological Collection.

For the purposes of this Article, the term "imminent jeopardy" means -- a significant devaluation, diminution, loss or threat of immediate harm to the Archaeological Repository, the PXAO Archaeological Collection, a physical trust asset or natural resource or to the intended benefit from such asset or resource; or, a significant threat to public health and safety whether caused by action or inaction;

and

the term "trust asset" means -- land, water, minerals, or other natural resources, funds or property which is held by the United States in trust for any Indian tribe or Indian individual or is subject to restrictions on alienation imposed by the United States.

Section 1. Notification. If Reclamation makes findings which indicate a risk of imminent jeopardy, Reclamation shall immediately notify the Community of its specific concerns relative to the Community.

Section 2. Technical Assistance. To the extent resources are available, Reclamation shall provide assistance to the Community to ensure the protection and conservation of the Archaeological Repository, the PXAO Archaeological Collection, trust assets, natural resources and the preservation of public health and safety.

Section 3. Reassumption. If there is a finding of imminent jeopardy that the Community is unable to alleviate, even with the assistance of Reclamation, Reclamation may, upon no less than two (2) working days advance written notice to the Community, take over the responsibility of the Archaeological Repository O&M/PXAO Archaeological Collection curation, or the management of such endangered physical trust asset, natural resource or activities related to public health and safety. Should this occur, Reclamation may use a reasonable portion of the funds remaining available for such program(s) for that purpose notwithstanding any other provisions of this AFA. In any event, Reclamation may act to reassume upon no less than two (2) working days advance notice to the Community.

Article V. Other Provisions.

Section 1. Designated Officials. On or before the effective date of the AFA, Reclamation and the Community shall provide each other with a written designation of a senior official as its representative for the receipt of notices, proposed amendments to the AFA or any other purposes or questions that may arise under the AFA.

Section 2. Officials Not to Benefit. No member of or Delegate to Congress, Resident Commissioner, or Official of the Community shall benefit from this AFA other than as a water user or landowner in the same manner as other water users or landowners.

Section 3. Exhibits Made Part of AFA. The information set forth in the exhibits to this AFA may change during the term of this AFA; therefore, the exhibits may be formulated and modified from time to time.

Section 4. Provisions Applicability Under this Agreement

A. RESERVED

- B.** In the event any provision of this agreement is modified or held in effective by any court or any other authority, such adjudication shall not invalidate or render ineffective the other provisions of this agreement, and the remainder of this agreement shall remain in full force and effect.

Section 5. Property.

- A. Definitions.** Within the context of this AFA, Reclamation defines the following terms as follows:

1. Expendable property refers to non-capitalized or fully depreciated property with no book value in Reclamation's records.
 2. Capitalized equipment refers to property acquired for \$15,000 or above and/or which still has a book value of greater than zero in Reclamation's records.
- B.** At the request of the Community, Reclamation, to the extent of Reclamation's statutory authority, will provide to the Community facilities, equipment, and controlled personal property utilized for project purposes (CAP) as they become excess to Reclamation needs and which can reasonably be utilized to conduct the programs, activities, and functions that the Community has assumed pursuant to this AFA.

- C.** Subject to the provisions of subparagraph (D) below, title to expendable property, capitalized equipment and equipment furnished by Reclamation to the Community, or purchased by the Community with project funds for use in the performance of this AFA, unless otherwise requested by the Community, shall vest in the Community, to the extent of Reclamation's statutory authority.
- D.** Title to the expendable property or capitalized equipment with a remaining book value in excess of \$5,000 at the time of retrocession, rescission or termination of this AFA or future AFA's related to this project, or upon completion of the project, at the option of Reclamation, shall revert to Reclamation.
- E.** All property or equipment described in the above subparagraph (C) is eligible for replacement on the same basis as if the property were being used by Reclamation.
- F.** At the Community's request, Reclamation, to the extent of Reclamation's statutory authority, may acquire excess or surplus Government property to provide to the Community if Reclamation determines the property is appropriate for use in carrying out the activities under this AFA.
- G.** The Community shall be responsible for the management of property and equipment (including replacement equipment) furnished under this AFA, whether acquired in whole or in part with funds provided under this AFA until final disposition of such property takes place. Such management will consist of maintenance of property records, physical inventories, adequate controls to safeguard the equipment, and adequate maintenance procedures.

Section 6. Motor Vehicles. The Community, as an agent of Reclamation, is authorized under the authority cited in Article 1, Section 1, of this AFA to obtain GSA Interagency Motor Pool vehicles and related services for performance of any programs, activities, functions or services authorized

under this AFA directly from GSA. The Community shall be responsible for all GSA reporting and regulatory requirements in connection with utilization of vehicles.

Section 7. Access to Constructions Sites. Reclamation will, with reasonable notice to the Community, have access to construction sites to observe construction activities. In addition, a Reclamation representative may attend project meetings. The Community shall keep Reclamation informed, on a timely basis, as to when such meetings are scheduled.

Section 8. Federal Procurement and Policy Act. As provided in section 403(e) of the Tribal Self Governance Act of 1994, regarding construction programs and projects, Reclamation and the Community may negotiate for the inclusion of specific provisions of the Federal Procurement and Policy Act and Federal Acquisition Regulations in this AFA. Absent a negotiated agreement, such provisions and regulatory requirements shall not apply.

Section 9. Federal Supply Sources. For purposes of section 201(a) of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 481(a)), as amended, (relating to Federal sources of supply, including lodging providers, airlines and other transportation providers), the Community in carrying out activities under this AFA shall be deemed an executive agency, and employees of the Community shall be eligible to have access to sources of supply on the same basis as employees of an executive agency have such access.

Section 10. Trust Responsibility. Nothing in this AFA waives, modifies or diminishes (a) the Community's sovereign immunity under this agreement; and (b) the trust responsibility of the United States with respect to the Community or its members that exists under treaties, Executive Orders, and other laws.

Section 11. Other Contracts. During the time this AFA is in effect, the Community shall not be entitled to enter into any contract pursuant to section 102 of the Indian Self-Determination Act of

1974, Pub. L. 93-638, 88 Stat. 2203, as amended, [hereinafter referred to as "the Indian Self-Determination Act of 1974"], for the same work done pursuant to this AFA.

Section 12. Disputes.

- A. Civil Actions.** All disputes between Reclamation and the Community arising under this AFA shall be subject to Section 110 of the Indian Self-Determination Act of 1974, as amended.
- B. Alternative Procedures.** In addition, or as an alternative to the remedies and procedures prescribed in subparagraph A, the Parties may jointly:
1. Submit any dispute under this AFA to third-party mediation. For the purposes of this section, third-party mediation means a form of mediation whereby Reclamation and the Community nominate a third party who is not employed by or significantly involved with Reclamation or the Community, to serve as a third-party mediator to mediate disputes under this AFA; or
 2. Submit the dispute to the Community's Court or to mediation processes provided for under the laws or policies of the Community; or
 3. Use other administrative dispute resolution processes authorized in Subchapter IV of Chapter 5 of Title of the United States Code.
- C. Effect of Decisions.** Reclamation is expected to accept decisions made pursuant to the processes set forth in paragraph B of Section 11, except that Reclamation shall not be bound by any decision which significantly conflicts with the interests of the Community or the United States.

Section 13. Insurance.

A. Acquisition of Insurance. The Community shall obtain within thirty (30) calendar days of the effective date of this AFA and shall maintain until all work under this and future AFA's is completed, with insurance carriers holding current applicable and appropriate certificates of authority issued by the Director of the Arizona Department of Insurance:

1. Insurance on plant and equipment against fire and other hazards, to the extent similar properties insured by other operating plants and equipment of similar character in the same general locality;
2. Automobile liability insurance and general (including promises) liability insurance with limits for personal or bodily injury of not less than \$50,000 for each person and \$500,000 for each accident and limits for property damage of not less than \$5,000 for each accident insuring the Community and its contractors and employees and the United States against liability for acts and omissions of the Community, its contractors, and its employees while acting within the scope of their employment in carrying out this AFA. Any policy of insurance obtained or provided by the Community pursuant to this subparagraph shall contain a provision that the insurance carrier shall waive any right it may have to raise as a defense the sovereign immunity of the United States or of the Community from suit, but that such waiver shall extend only to claims, the amount and nature of which are within the coverage and limits of the policy, and shall not authorize or empower such insurance carrier to waive or otherwise limit the United States or the Community's sovereign immunity outside or beyond the coverage or limits of the policy of insurance. No waiver of the sovereign immunity of the Community pursuant to such policy of insurance shall include a waiver to the extent of any potential liability for interest prior to judgment for punitive damage, or any other limitations on liability imposed by the laws of the State of Arizona; and,

3. Worker's Compensation insurance under the laws of the State of Arizona.
- B. Cancellation.** Each policy of insurance shall contain an endorsement providing that cancellation of the policy by the insurer shall not be effective unless a copy of the notice of cancellation is sent by registered mail to the Community and Reclamation at least thirty (30) calendar days before the effective date of cancellation.
- C. Copies of Insurance.** The Community shall furnish Reclamation a copy of the above described insurance and any riders thereto.
- D. Cost of Insurance.** The cost of the above described insurance is an allowable contract cost under this AFA.

Section 14. Audits.

- A. Single Audit Act.** The Community shall comply with the Single Audit Act of 1984, 31 U.S.C. § 7501, as amended. The Community will adhere to its financial system and procurement standards and Circular A-133 of the Office of the Management and Budget (OMB) and 36 CFR Part 76. The Community shall include this AFA in all applicable audits performed by the Community as a significant program. The allowable costs of this AFA shall consist of the direct and support costs, including indirect costs, actually incurred in the performance of this AFA, determined in accordance with the cost principles set forth in the OMB Circular A-87 in effect as of the effective date of this Agreement, except as modified by Section 106(k) of the Indian Self-Determination Act of 1974, as amended, or by any exemptions to applicable cost principles that may be subsequently granted by OMB.

The Community shall provide to Reclamation at the same time the audit is sent to the Inspector General, a copy of the Community's annual single organization-wide audit as prescribed by the Single Audit Act, 31 U.S.C. § 7501, as amended.

- B. No Additional Audits.** No other audit or accounting standards shall be required by Reclamation of the Community.
- C. Claim Procedure.** Any claim by the United States against the Community for funds received under this AFA based on an audit under this section shall be subject to Section 106(f) of the Indian Self-Determination Act of 1974, as amended.

Section 15. Records. The following provisions will supplement Community law on document disclosure and will govern record-keeping associated with this AFA:

- A. Community Records.** Except for previously provided copies of Community records which Reclamation demonstrates are clearly required to be maintained as part of the record-keeping system of the Department of the Interior, Community records shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.
- B. Community Record-Keeping.** The Community shall maintain a record-keeping system, and provide Reclamation reasonable access to records to permit Reclamation to meet its minimum legal record-keeping program requirements under the Federal Records Act, 44 U.S.C. 3101, as amended, and which will allow for retrocession of this AFA in whole or in part pursuant to Article III of this AFA.
- C. Community Records Maintained.** The Community shall maintain in its record-keeping system all documents necessary for the annual audit requirement in Section 11 of this Article, and shall provide reasonable access to those records for audits to which Reclamation may be subjected, for a period of three (3) years after the annual audit is submitted and accepted.

Except for previously provided copies of the Community records which Reclamation demonstrates are clearly required to be maintained as part of the record keeping system of

the Department of the Interior, the Community records shall not be considered Federal records for purposes of Chapter 5 of Title 5, United States Code.

Section 16. Regulatory Authority. Reclamation and the Community agree to utilize the following procedures governing the establishment and application of regulations and guidelines under this AFA:

- A. Program Guidelines.** The Community is not required to abide by Federal program guidelines, manuals, policy directives, etc., except for those specified in this AFA and the Management Plan for the Archaeological Repository O&M/PXAO Archaeological Collection curation.

- B. Federal Regulations.**
 - 1. Applicable Federal Regulations.** The Community shall follow all Federal Regulations which implement applicable Federal law.

 - 2. Waiver of Federal Regulations.** If at any time the Community determines that one or more specific Federal regulations require waiver to effectively carry out this AFA, the Community may submit a written request for waiver to the Designated Official (pursuant to Article V., Section 1.), identifying the regulation sought to be waived and the basis for the request.

Not later than sixty (60) calendar days after receipt by Reclamation of a written request by the Community to waive application of a Federal regulation for this AFA, the Secretary shall either approve or deny the requested waiver in writing to the Community. A denial of a request may be made only upon a specific finding by the Secretary that identified language in the regulation may not be waived because such waiver is prohibited by Federal law.

Section 17. Amendment or Modification of this Agreement. Except as otherwise provided in this AFA, or by law, any modification of this AFA shall be in the form of a written amendment and shall require written consent of the Community and Reclamation.

Section 18. Corrective Actions. The provisions of Sections 1000.244 and 1000.249(g) published in Federal Register Notice of February 21, 2001 Rules for Tribal Self-Governance, are incorporated by reference.

Article VI. Effective Date of AFA.

This Annual Funding Agreement shall be signed by an authorized representative of the Community and by the Secretary of the Interior, or authorized representative, and shall be submitted by the Secretary to the Committee on Indian Affairs of the United States Senate and the Committee on Natural Resources of the United States House of Representatives and to other tribes that may be affected by the terms of the AFA and shall be effective ninety (90) calendar days after such submission in accordance with Section 403(f) of the Tribal Self Governance Act of 1994.

Gila River Indian Community

**United States Department of the Interior
Bureau of Reclamation**

By: _____

By: _____

Date: _____

Date: _____

Title: GOVERNOR

Title: Area Manager, Phoenix Area Office

ATTACHMENT A

GILA RIVER INDIAN COMMUNITY INDIAN DISTRIBUTION SYSTEM

(PIMA-MARICOPA IRRIGATION PROJECT)

Under the FY08 Self-Governance Annual Funding Agreement (AFA) with Reclamation, the Gila River Indian Community (Community) will continue to carry out the planning, design, and construction of the Pima-Maricopa Irrigation Project (P-MIP), as authorized under the Central Arizona Project - Indian Distribution Division (Reference P-MIP FY08 Work plan). Reclamation staff involvement will continue, and funding is being reserved for the required federal functions as well as technical assistance tasks as may be requested by the Community. The following table is a summary of the funds that will be retained by Reclamation with estimates of staff time and narratives to explain these required responsibilities. These estimates are based on the GRIC FY08 work plan.

FEDERAL ACTIVITIES	FTE ¹	COST
<u>I. GRIC - IDS FUNDS</u>		
NEPA & Cultural Resource Compliance	0.20	\$30,000
AFA Negotiations & General Administration	0.25	\$45,000
Budget Preparation and Review	0.10	\$ 15,000
Construction Monitoring/Safety	LS	\$ 5,000
Construction Inspection (Romero, Montgomery and Rodriguez)	3.0	\$400,000
ROW Review and Assistance	1.0	\$ 320,000 ³
Technical Assistance	0.20	\$ 35,000 ²
Vehicle Assessment		\$30,000
TOTAL FY08 AFA FEDERAL ACTIVITIES	6.0	\$815,000

1. FTE = 1,760 hrs. Cost based on GS-12 Step 10 salary at PXAO assuming 3% COLA for FY08

2. Costs include but are not limited to review and comment of A&E designs and specifications by TSC.

3. ROW include staff costs, contract costs and legal support (U.S Attorney) for Pima Canal rights of way acquisition pursuant to MOA No 99-MOA-32-0020, hazardous waste surveys (\$60k), and title reports (\$15k).

**GILA RIVER INDIAN COMMUNITY
INDIAN DISTRIBUTION SYSTEM
(PIMA-MARICOPA IRRIGATION PROJECT)**

I. GRIC - IDS FUNDS

The President's budget, as it was forwarded to Congress for consideration, includes **\$13,973,000** for the Gila River Indian Community's Central Arizona Project - Indian Distribution System (GRIC-IDS) project.

NEPA & CULTURAL RESOURCE COMPLIANCE

National Environmental Policy Act (NEPA) (P.L.91-190, 42U.S.C.4321-4347)

The Council on Environmental Quality's (CEQ) Regulations for Implementing the Procedural Provisions of NEPA (40 CFR Parts 1500 to 1508) are binding on all federal agencies. The Departmental Manual 516 DM 1-7 provides additional guidance on NEPA requirements for Interior agencies. NEPA and the CEQ regulations require that federal agencies assess the environmental impact of federal actions, and document such analysis in Environmental Assessments or Environmental Impact Statements, prior to taking the federal action. The federal agency is identified as the entity responsible for compliance. In the case of the Community's self governance agreement, nearly all of the work (environmental data collection, preparation of EA's and EIS's, public involvement activities) can be carried out by the Community, but the Community will not be authorized to sign Findings of No Significant Impact, Categorical Exclusion Checklists, file EIS's, or Records of Decision. Reclamation will still file and sign such documents, and will be responsible for their adequacy. Accordingly, Reclamation staff will need to maintain sufficient involvement to concur with the adequacy of the NEPA process and documentation.

Endangered Species Act (ESA) (P.L. 93-205)

This Act requires federal agencies to consult with Fish and Wildlife Service, under Section 7 of the Act for federal actions which may affect a threatened or endangered species. While the Community will carry out surveys, data collection, and the preparation of any required biological assessments, Reclamation will have to consult with FWS. Accordingly, Reclamation will have to review and concur with the assessments prepared by the Community, and be responsible for compliance.

Fish and Wildlife Coordination Act (P.L. 85-624)

This Act requires federal agencies to obtain the recommendations of the FWS for mitigation of fish and wildlife impacts from water resource development projects. Such input is obtained through a Fish and Wildlife Coordination Act Report, or Planning Aid Memorandum, which are made part of the EIS or EA. These reports are funded by Reclamation as part of the project. For GRIC-IDS, nearly all of the coordination with FWS can be carried out by the Community. Reclamation will need to arrange for the funding transfer by an Interagency Agreement, and the reports will take the form of recommendations from FWS to Reclamation.

National Historic Preservation Act (NHPA) (Public Law 89-665 as amended; 16 U.S.C 470)

Section 106 of the NHPA provides for, @ the head of any federal agency having direct or **indirect** (emphasis added) jurisdiction over a proposed federal or federally assisted undertaking . . . prior to the approval of the expenditure of any federal funds on the undertaking . . . take into account the effect of the undertaking on any district, site, building, structure, or object that is included in or eligible for inclusion in the National Register.

Because of a 1983 Programmatic Agreement (PA) between Reclamation, the Arizona State Historic Preservation Office (SHPO), and the Advisory Council on Historic Preservation of all CAP related cultural resource activities, Section 106 consultation is done directly between PXAO and the SHPO. Recent amendments to the NHPA, however, allow for Indian tribes to assume all or any part of the functions of a SHPO with respect to tribal lands. Tribes must meet various criteria described in Section 101(d)(2) in order to assume SHPO role, and comply with regulations issued by the Secretary. Federal responsibility for cultural resource identification, assessment, determination of eligibility, nomination to the National Register, and mitigation is still retained by Reclamation.

Section 110 of the NHPA stipulates that each federal agency shall ensure that. “. . . properties not under the jurisdiction or control of the agency, but subject to be potentially affected by agency actions are given full consideration in planning”

Section 112 of the NHPA stipulates that each Federal agency that is responsible for archaeological resources ensure that, “All actions taken by employees or contractors . . . shall meet professional standards under regulations developed by the Secretary”

In each case, federal responsibility cannot be delegated to another entity. The federal role, however, can be limited to oversight, appropriation of funds, and coordination.

Archaeological and Historic Preservation Act (AHPA) of 1974, Public Law 86-532; 16U.S.C. 469-469c)

Section 7 of the AHPA provides for the federal agency responsible for a construction project to provide up to 1% of the total amount authorized to be appropriated for mitigation costs. Section 208 allows federal agencies, with concurrence of the Secretary and after notification of the Committees on Interior and Insular Affairs and on Energy and Natural Resources, to exceed the 1% spending limitation. The federal role in acquiring funds or seeking the 1% waiver cannot be delegated.

Museum Property and Curation

Under NHPA [Sections 101 (a)(7)(A) and 112(a)(2)] and Section 5 of the Archaeological Resources and Protection Act (ARPA)(Public Law 96-95), federal agencies are to preserve collections of prehistoric and historic material remains and associated records and other documentation. Specific regulations for curation of federally-owned and administered archaeological collections are found in 36 CFR 79. The federal responsibility cannot be delegated.

Consultation, Inventory, and Repatriation of Native American Human Remains

Under Sections 5 and 7 of the Native American Graves Protection and Repatriation Act (NAGPRA) (Public Law 101-601; 25 U.S.C. 3003 and 3005), federal agencies having possession or control of collections of Native American human remains and associated funerary objects are responsible for inventorying these collections and determining, to the extent possible, their geographical and cultural affiliation. Repatriation of human remains and associated objects in accordance with NAGPRA is also the responsibility of the federal agency. Federal agencies are required to consult with the affected Tribes on NAGPRA related activities; these functions cannot be delegated.

PXAO environmental and cultural resource staff will review EA's, attend meetings, make site visits, review survey reports, prepare quarterly cost reports, review mitigation plans/research designs/GRIC quarterly reports, provide Section 106 consultation and provide continued oversight of the GRIC Cultural Resource Management Program. Reclamation will also continue to, at the request of the Community, provide technical support associated with environmental and cultural resource compliance programs under the management of the Community.

AFA NEGOTIATIONS & GENERAL ADMINISTRATION

PXAO will continue to work with Community staff to reconcile and closed out prior year AFA's. Staff will provide for general administration of the FY08 AFA, including supplemental agreements, administration of payments, issue resolutions, and preparation of support documentation. Reclamation staff will initiate and complete negotiations for the succeeding AFA (FY08) and prepare associated documents. Staff will meet with Community representatives as necessary to address ongoing issues, needs and/or requests.

The Phoenix Area Office will review the Community's quarterly status/progress reports showing activities and expenditures of work identified under the AFA. As per the requirements in the AFA, the Phoenix Area Office will write and provide to the Community quarterly reports detailing Reclamation's activities and expenditures for the project as they compare to estimates provided herein. This will involve associated GRIC staff input and will be consolidated into a report format.

Staff will also track, monitor and update design and construction activities in order to understand and report to management specific progress details and informed budget projections for subsequent years.

BUDGET PREPARATION AND REVIEW

Phoenix Area Office's Financial Management Division staff will review all budget documents, quarterly cost reports, prepare budget requests, coordinate and prepare related issue papers, review the FY08 AFA, develop out-year budget projections and monitor all expenditures during FY08. Budget staff will independently monitor and track quarterly expenditures and report accordingly to Reclamation budget management and compare with GRIC reports to ensure both Reclamation and the Community are in agreement.

CONSTRUCTION MONITORING/SAFETY

As per the activities and schedules shown in the GRIC 2007 Work Plan, and the terms of the FY08 AFA, Reclamation will provide construction monitoring, for multiple construction sites, to ensure safety and quality control. This monitoring will also enable PXAO to provide informed project status reports upon request by Reclamation management. The PXAO Safety staff shall review each construction contractor's safety plan and provide comments and assistance as needed. PXAO safety staff will work with the Community construction inspectors to ensure safety plans are implemented. Safety staff will visit work sites, offer safety critiques and provide written feedback to the Community to assist in ensuring a safe work environment.

CONSTRUCTION INSPECTION

Reclamation and the Community have entered into an arrangement/agreement whereby up to three Reclamation staff persons (Gonzolo Romero, Dean Montgomery & Manny Rodriguez) will provide construction management and inspection assistance. These employees will report directly to senior Community staff. Reclamation anticipates that Mssrs. Romero, Montgomery and Rodriguez will work throughout the entire FY 2008 period.

ROW REVIEW AND ASSISTANCE

The Phoenix Area Office's Land Resources Management staff will participate in the review of realty documents and attend meetings to consult for on-reservation right-of-way matters, as outlined in the Memorandum of Agreement (Agreement No. 99-MOA-32-0020) as amended in FY06. Additionally, Reclamation staff will take a lead role in all aspects of right-of-way acquisition off specifically in support of the Pima Canal construction contracts. Reclamation anticipates a major effort in FY08, requiring nearly one full time FTE during the course of the fiscal year. Additionally, the following services will be required as well: Hazardous Waste Surveys on 35 to 50 parcels at an approximate cost of \$60,000; and securing Title Reports at an approximate cost of about \$15,000.

TECHNICAL ASSISTANCE

The Community recognizes Reclamation's expertise in a multitude of technical areas. Accordingly, Reclamation will continue to provide assistance on a case by case basis, as requested by the Community. Included in this estimate are anticipated technical assistance requests in the areas of design review and other general engineering support issues. Primarily, this assistance will be provided by Reclamation's Technical Service Center in Denver.

**Huhugam Heritage Center, Gila River Indian Community
Reclamation Phoenix Area Office Collections Repository
Work Plan for FY 2008**

The Huhugam Heritage Center (HHC) FY 2008 work plan for Reclamation Phoenix Area Office (PXAO) collections focuses on developing and increasing the Center's ability to account for, and provide access to the many PXAO collections under its care. During the upcoming year, HHC staff will continue to catalog the archaeological and photographic collections. The HHC will also continue to receive PXAO collections and respond to research and loan requests. Work on updating databases and information system maintenance will be on-going as will the updating of computer hardware and software. This work plan will cover twelve months, from October 1, 2007 to September 30, 2008. All efforts are made in order to comply with the federal collections curation standards set forth in 36CFR Part 79.

Task 1. Receipt of Collections

The HHC will receive new collections from Reclamation's on-call archaeological contractor(s) as projects are completed. To date no specific project collections are scheduled for receipt in FY 2008. The Senior Curator-Collections, and the Senior Curator-Archives are involved with the receipt of collections, often assisted by other staff members.

Goal: To complete documentation and initial processing of all collections received through FY 2008.

Task 2. Processing and Cataloging Archaeological Collections

Cataloging ensures that collections are organized and housed in a standardized manner. The cataloging process will enable the creation of a catalog database that will allow increased levels of collections accountability and ease of access. The Senior Curator-Collections, Museum Technician II and Museum Aide I (catalogers) are responsible for processing, cataloging, and storing the collections. Responsibility for the cataloging database which includes tasks such as, updating and maintenance rests with the Senior Curator-Collections, Gila River Indian Community MIS Department, and the PXAO IRM Branch Chief (Bureau of Reclamation).

In FY 2008, the HHC collections staff will continue to focus on the cataloging process for Arizona State Museum's Salt-Gila Aqueduct Project (Accession 2004.004) until completion, which is the final sizeable Central Arizona Project collection requiring processing. Remaining to be cataloged in Accession 4 are 99 boxes of research collections, which consist of pollen samples, macrobotanical materials, soil samples, wood materials and special analysis materials. The cataloging process for all boxed materials is expected to be completed by the end of the 4th quarter of FY 2008. Also

remaining to be cataloged are two full cabinets of controlled collections, which are expected to be cataloged in FY 2009.

As a repository for Reclamation (federal) collections, the HHC is responsible for contributing to Reclamation's Museum Property Program and for meeting the standards set forth in 36 CFR Part 79. This responsibility includes conducting an Annual Museum Property Survey as outlined in the inventory procedures of 411 DM, the Department of Interior's Museum Property Handbook. The survey involves HHC collections personnel and will include 1) a random sample of all PXAO research collections cataloged since the previous survey (FY 2006); 2) a 100% check of all controlled PXAO property; 3) a 100% inventory check of PXAO documentation and records for uncataloged accessions; and 4) a random sample of completed PXAO archives. The results of the inventory will be presented to Reclamation.

Goal: To completely catalog all boxed collections of Accession 2004.004 by the end of the 4th quarter of FY 2008. To provide accountability information for the collections by conducting an annual inventory within the 4th quarter of FY 2008.

Task 3. PXAO Collections Information System at HHC

The PXAO Collections information system includes the computer software, databases, communications, and server that are part of the Center's day-to-day PXAO collections operations. Support involves maintenance, software and hardware updates, systems administration, data back up, and response to staff requests and trouble-shooting needs. The Senior Curator-Collections, with the assistance of the Senior-Curator Archives, the Gila River Indian Community MIS Department and the PXAO IRM Branch Chief (Bureau of Reclamation), is responsible for completing all computer-related tasks.

In FY 2008 the Senior Curator-Collections, with the assistance of the Senior-Curator Archives, the Gila River Indian Community MIS Department and the PXAO IRM Branch Chief (Bureau of Reclamation), will continue to maintain and update computer databases as needed.

The Senior Curator-Collections and Senior Curator-Archives will work with Reclamation as they approach the implementation of a museum property and cultural resources database created by Reclamation.

Goal: To maintain and update the PXAO Collections information system, while preparing for the transfer of the databases to new museum property database, as created by the Bureau of Reclamation. To train HHC Staff in the use of the museum property and cultural resources database.

Task 4. NAGPRA

As a repository for Reclamation (federal) collections, the HHC is responsible for assisting the Bureau of Reclamation in meeting its compliance obligations as specified under the Native American Graves Protection and Repatriation Act (NAGPRA).

There is a possibility that, in the continued cataloging of Accession 4 by HHC staff, NAGPRA related material might be discovered. Each quarter, a count of possible NAGPRA items will be provided in the quarterly report. Once the entire collection has been processed, NAGPRA association for materials transferred by the CAPR and any others encountered during cataloging will be confirmed. If NAGPRA materials are present, the HHC will assist the Bureau of Reclamation in finalizing the NAGPRA process for those collections. The Senior Curator-Collections is the Repository's PXAO collections NAGPRA coordinator assisted by the Senior Curator-Archives and Museum Technicians.

Goal: To separate and document NAGPRA-related objects from the PXAO collections and assist the Bureau of Reclamation in meeting its NAGPRA obligations.

Task 5. Processing Paper Archives and Maps

The PXAO Archaeological documentary collections housed at the HHC include documents, photographs, maps and magnetic media which document and illustrate the phases of archaeological fieldwork and laboratory analysis. To demonstrate accountability and facilitate accessibility to records, collections are organized, stored and recorded in finding aids.

During FY 2008 the major focus for the Senior Curator-Archives will be to complete processing for the following collections:

- Testing Along the Eastern Edge of Los Aumentos (Accession 2005.014)
- Coon Bluff Survey (Accession 2005.017)
- Ganado Irrigation Video & Survey (Accession 2006.009)

The Senior Curator-Archives is responsible for all tasks associated with the PXAO Archaeological Archives and will conduct an annual survey. The Annual Survey will consist of a 100% check of four randomly selected accessions. All documents and maps will be checked according to completed finding aids. The results of the survey will be presented to Reclamation.

Goal: To complete processing and provide finding aids for listed accessions and to demonstrate accountability of archival collections through conducting an annual inventory.

Task 6. Processing Photographic Collections

Photographic collections will be assessed, organized, labeled, properly stored and cataloged. The Senior Curator-Archives is responsible for the photographic collections and will be assisted by HHC staff. The following photographic collections will be processed during FY 2008:

- Testing Along the Eastern Edge of Los Aumentos (Accession 2005.014)
- Coon Bluff Survey (Accession 2005.017)
- Ganado Irrigation Video & Survey (Accession 2006.009)

The Senior Curator-Archives will conduct an Annual Survey of photographic collections. The survey will entail a 100% check of four collections previously selected for the annual inventory of paper archives and maps. Collections will be checked according to information provided on photo sheet records.

Goal: To process and catalog listed photographic collections and demonstrate accountability for collections by conducting an annual survey of photographic collections.

Task 7. Research Requests and Loans

The HHC will be open to receive new requests from qualified researchers and agencies for access to the collections or for the loan of materials for exhibit or research. In FY 2008 research and loan requests will be evaluated, recommendations made for Reclamation approval, and the loans processed according to HHC procedures. All outstanding loans are renewed annually and the continuing good condition of the items verified. The Senior Curator-Collections processes collections access and loan requests. The Senior Curator-Archives processes archives access and loan requests.

Goal: To continue to meet requests for access to the collections and materials for research and exhibit loans, as well as monitor and update the status of current loans.

Task 8. Administration

Administration of the PXAO collections at the HHC includes program planning, direction and evaluation; budget development and monitoring; personnel supervision, evaluation, and hiring; and preparation of quarterly, annual, work plan, and property reports. Administrative responsibility also entails interacting and coordinating regularly with representatives of the US Bureau of Reclamation. The Senior Curator-Collections and the HHC Executive Director serve as the primary administrators; all PXAO collections staff members participate in program coordination meetings.

Goal: To continue to meet the administrative needs of the Reclamation PXAO collections housed at the HHC. To undertake assessment of on-going budget requirements for Operations and Maintenance of the repository to be used in the process of developing a cooperative agreement between Reclamation and the HHC for the long-term care of collections.

Task 9. Maintenance

HHC collections and archives staff members are responsible for maintaining sanitary, chemical free conditions through regular cleaning of work areas and large-scale cleaning of the work and storage areas on a quarterly basis. The storage and work environments are monitored through implementation of an Integrated Pest Management (IPM) system and documentation of hygrothermograph recordings (temperature and relative humidity).

Goal: To provide the best environmental and storage conditions possible for the collections.

Task 10. On-Call Projects

HHC staff may be asked to participate in Reclamation activities not anticipated during the work plan development. Such activities will be described in quarterly reports and the time spent recorded under this task.

PROJECTED STAFF EFFORT – FY 2008

The projected staff effort for FY 2008 is listed by task and given as number of hours. Hours for all staff are shown as the percentage of effort after holiday and leave adjustments (15% adjustment). Please note that these figures are estimates. Hour totals are based on all staff working 40-50% on Reclamation projects at 260 8-hour days (832-1040 hours each).

TASK EFFORT ESTIMATES – FY 2008

<u>Task</u>	<u>Position</u>	<u>Hours</u>
1. Receipt of Collections	Senior Curator-Collections	45
	Senior Curator-Archives	45
2. Collections Cataloging	Senior Curator-Collections	354
	Museum Technician II	796
	Museum Aide II	673
	Museum Aide I	673
	Museum Aide I	530
3. Information System	Senior Curator-Collections	44
4. NAGPRA	Senior Curator-Collections	44
5. Processing Paper Archives	Senior Curator-Archives	486
	Museum Aide I	177
6. Processing Photographs	Senior Curator-Archives	221
	Museum Aide I	133
7. Research Requests & Loans	Senior Curator-Collections	44

Attachment B – HHC FY-2008 Workplan

	Senior Curator-Archives	44
8. Administration	Executive Director	
	Senior Curator-Collections	310
	Senior Curator-Archives	44
	Museum Technician II	44
9. Maintenance	Senior Curator-Collections	44
	Senior Curator-Archives	44
	Museum Technician II	44
	Museum Aide II	36
	Museum Aide I	36
	Museum Aide I	44
	Facilities Maintenance Supervisor	1040
	Janitor	1040
10. On-Call Projects	All Staff	

**PIMA-MARICOPA
IRRIGATION PROJECT
FISCAL YEAR 2008
WORK PLAN**

June 21, 2007

Prepared for
US Bureau of Reclamation

By Gila River Indian Community

TABLE OF CONTENTS

I.	Project Management		1
	Function	1	
	FY 2008 Objectives	2	
II.	Accounting and Budget		1
	Function	1	
	FY 2008 Objectives	1	
III.	Design, Construction and Engineering		2
	Function	2	
	FY 2008 Objectives	2	
IV.	Management Information Systems		3
	Function	3	
	FY 2008 Objectives	3	
V.	Office Management		3
	Function	3	
	FY 2008 Objectives	4	
VI.	Project Coordinator		5
	Function	5	
	FY 2008 Objectives	6	
VII.	Budget		8

I. PROJECT MANAGEMENT

A. *Function*

- Setting overall P-MIP goals
- Coordinating with outside departments and agencies
- Coordinating P-MIP activities
- Identifying and setting budget
- Monitoring overall expenditures
- Monitoring P-MIP activities

B. *FY 2008 Objectives*

- Increase P-MIP funding
- Submit quarterly reports to BOR on time
- Marshall resolutions through Committees and Council
- Review and approve change orders
- Review and adjust staffing and resources
- Maintain up-to-date five year work plan
- Manage 404 permitting process

II. ACCOUNTING AND BUDGET

A. *Function*

- Providing accounting services for administration of the Project by preparing payments by GRIC Finance
- Preparing annual budgets and amendments
- Administering contract payment records and balances
- Preparing transmittals to GRIC Property & Supply and Contracts Department for contracts and MOU's and amendments and change orders

B. *2008 Objectives*

- Have more input from staff and keep managers updated on budget
- Keep up-to-date on GRIC Purchasing and Finance policies and procedures to ensure timely processing and payment of program expenses
- Work with Program Manager to assure timely reports to BOR
- Communicate with GRIC Contracts and Finance Departments to ensure contracts are created and paid in a timely manner
- Provide accounting services for administration of the Project
- Prepare annual budgets and amendments
- Manage contract document reviews and approvals
- Work more closely with contract administrators to provide exchange of most current information to keep contracts efficiently functioning.
- Work with P-MIP MIS and Administration to organize database to provide user friendly and useful reports.

- Continue to work with P-MIP Administration and Staff to ensure minimum audit findings with a goal of clean audits.

III. DESIGN, CONSTRUCTION AND ENGINEERING

A. Function

- Administering—including salaries of all Design, Construction and Engineering staff
- Planning project service areas, lateral distribution systems, water resources management and system operations planning
- Completing preliminary and final designs of main delivery and lateral distribution systems
- Providing construction administration, management and inspection
- PS&E reviews of all proposed construction projects
- Preparing and updating Master Specifications and Contracts
- Preparing and/or reviewing MOU and Interdepartmental Agreements

B. FY 2008 Objectives

- Prepare fair and accurate budget estimates
- Prepare and submit monthly and quarterly reports on schedule
- Comprehensive water resources management plan:
 - Complete model development phase
 - Conduct economic analysis for water resources management plan
 - Continue to collect field data for modeling
- Main delivery system design:
 - Complete WS-IA modification to allow Gila Drain conveyance (permanent & temporary) tie-in
 - Complete Reach ST-IB and ST-Flood Protection
 - Continue design of the Casa Blanca Canal
 - Complete Pima Lateral BW-IA off-reservation and BW-IB on-reservation
 - Complete WS-IC wells tie-in
 - Renew contract with designer to start Reaches WS-IE/IF and WS-VB/VC design
- Main delivery system Construction:
 - Complete Consolidated Canal (presently targeted to be completed in CY 2007)
 - Complete Four Mile Post Pumping Station (presently targeted to be completed in CY 2007)
 - Complete WS-IA modification to allow Gila Drain conveyance temporary tie-in
 - Complete WS-IC wells tie-in
 - Complete WS-ID pipeline cathodic protection installation.
 - Begin construction of bridges and check structures on the Pima Lateral
 - Complete and close out Santan Lateral construction project.
 - Complete WS-ID Phase I (Archon defaulted project)

V. MANAGEMENT INFORMATION SYSTEMS

A. Function

Providing P-MIP staff with the data processing and communication tools needed to accomplish the Project's mission.

B. *FY 2008 Objectives*

- Maintain computer network and telephone system at P-MIP
- Proactively replace P-MIP's aging network switches with new gigabit-speed equipment
- Purchase 3 to 6 new computers to maintain a usable collection of systems for all user levels
- Purchase an auto loading document scanner to assist with P-MIP's archiving efforts
- Explore alternative telephone systems that might reduce P-MIP's monthly GRTI bills
- Continue providing user support and assistance with computers, printers, software programs, internet and network connectivity, e-mail, website hosting, database maintenance, presentation equipment, telephones, voicemail, copiers and fax machines

VI. OFFICE MANAGEMENT

A. *Function*

- Office Management is responsible for day-to-day operations, including, but not limited to:
 - Preparing and processing all travel documents
 - Arrange training for staff
 - Maintaining inventory database of office furniture and equipment
 - Preparing and submitting time sheets to payroll on all staff
 - Maintaining databases current for personnel, travel, documents and correspondence
 - Coordinating and scheduling the repair and maintenance of trailers and physical property
 - Providing custodial services for trailer offices
 - Ordering and distributing all office and janitorial supplies
 - Coordinating the purchase of capital equipment, i.e., program vehicles, copiers, telephones, fax, etc.
- Provide staff with clerical and clerical support services
- Provide staff the support needed for personnel actions
 - Providing guidance to both the employee and manager and/or supervisor
 - Assisting in the coordination and scheduling of employee functions and activities
- Assure adherence to the GRIC Employee Policies and Procedures Reference Guide
 - Obtaining clarity on policies and procedures from GRIC-Human Resources
 - Maintaining Internal (original) policies and procedures of P-MIP

B. *FY 2008 GOALS*

- Complete the P-MIP archive filing
- Work Plan on time

- Cross training employees within Office Management staff
- Continue to assist P-MIP staff with correspondence typed, copied, distributed, bound, scanned, faxed, and filed and assemble bid packets & mailings
- Work on new hires (as needed) and process documentation
- Continue to justify promoting staff in-house
- Continue to submit time sheets, requests for positions, reclassification of positions, evaluations, etc. in a timely manner
- Assist in the scheduling and coordinating of employee training
- Assists in the coordination of travel arrangements for employees
- Coordinate some employee activities
- Work on an employee mentoring program for in-house, specially dedicated to tribal enrolled Community members.

VII. PROJECT COORDINATOR

A. *Function*

1. Public Involvement

- a) Conducting public hearings and other meetings to aid Community members, Council representatives, other agency representatives and local governments in understanding the benefits and impacts of the Pima-Maricopa Irrigation Project.
- b) Identifying public issues, problems and needs, and recommending initial strategies for dealing with these issues, problems and needs.
- c) Providing information to the Community, landowners and other affected agencies regarding the progress and status of the Project via the use of newsletters, brochures, informational packets and print media.
- d) Furthering the education initiative and outreach of P-MIP through the use of school-related activities and curricula, involvement in Community events and other pertinent activities.

2. Environmental

- a) Coordinating with consultants P-MIP compliance with Federal and Tribal environmental regulations and ordinances.
- b) Coordinating compliance with environmental commitments in EAs and related mitigation activities.
- c) Exchanging information and cooperate with outside tribal and governmental agencies as necessary.

3. Appraisals

- a) Appraising alignment for right-of-way purposes in order to facilitate project construction

- b) Managing the appraisals through the review process by the Office of Appraisal Services, Office of Special Trustee
- c) Performing appraisals in conformity with the Uniforms Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of Professional Appraisal Practice
- d) Renewing sales data sources for Maricopa and Pinal counties. Search for other sales data sources in order to supplement existing data sources.

4. Realty

- a) Securing rights-of-way in advance of construction.
- b) Acquiring project rights-of-way, including obtaining land owner data, obtaining land owner consents and preparing resolutions
- c) Applying for and securing from the Pima Agency all grants of easements for project construction.

5. Cultural Resources

- a) Coordinate archaeological testing and mitigation in order to evaluate the potential for adverse effects or to eliminate adverse effects to prehistoric and historic resources by the construction of the Pima-Maricopa Irrigation Project.
- b) Ensure cultural resource inventories and eligibility testing is completed and submitted by consultants to the Bureau of Reclamation and Bureau of Indian Affairs archaeologists, State Historic Preservation Office (SHPO) and the Advisory Council for comment and review.

B. FY 2008 Objectives

1. Public Involvement

- Providing information on Project activities that will aid the Community, pertinent agencies and the affected public in understanding the benefits and impact of the Project and plan for the best use of available water. Specific objectives include:
 - Continue the on-going school-aged and high school educational program describing the history and development of P-MIP
 - Conduct field trips for employees and school youth and Community members at large to better understand the Project
 - Provide opportunities for schools serving the Community to tour the Project and learn first hand of P-MIP development
- Communicating the Project purpose, needs, objectives and status in a clear and concise manner and respond to input and ideas from the Community, pertinent agencies and the affected public in a positive and responsible manner.

- Facilitate information between P-MIP sections, Community members, pertinent agencies and the affected public
- Provide adequate notice to Community members, pertinent agencies and the affected public in a timely manner
- Maintain a proactive, credible and straight forward approach to public involvement

2. Environmental

- Beginning the draft Casa Blanca EA
- Completing jurisdictional delineations as needed
- Continuing to address Section 404 work

3. Appraisal Services

- Completing appraisal for Santan IB
- Completing appraisal for Santan Flood Protection

4. Realty

- Completing, in conjunction with the Bureau of Reclamation, the acquisition of the right-of-way for the BW-IA off-reservation Pima Canal

5. Cultural Resources

- Completion of Fieldwork on Santan Reach IB
- Completion of Treatment Plan for Cultural Resource Data Recovery along BW IA (Pima Lateral/Pima Canal), off reservation.
- Cultural Resource Data Recovery Fieldwork along BW IA (Pima Lateral/Pima Canal), off reservation.
- Completion of Draft Final Report Summarizing Phase II Data Recovery for Cultural Resources in Santan Reach IC
- Completion of Draft Final Report Summarizing Phase II Data Recovery for Cultural Resources in Santan Reach IB
- Completion of Draft Final Report Summarizing Studies of Prehistoric and Historic Irrigation Systems

VIII. Budget

Budget required to implement the fiscal year 2008 work plan is show on the attached schedule.

PIMA-MARICOPA IRRIGATION PROJECT FY2008 WORK PLAN --- ATTACHMENT B

**Pima-Maricopa Irrigation Project
Fiscal Year 2008 Work Plan and
Budget**

BOR Revenue			\$13,973,000
Administration			1,174,518
	Administrative Staff	\$505,252	
	Expenses	\$295,590	
	Project Coordination	\$64,322	
	Expenses (BW-IA appraisal, 404 work)	\$80,300	
	Information System	\$151,684	
	Expenses	\$77,370	
Engineering			\$1,714,835
	Engineering Staff	\$478,261	
	Expenses	\$103,350	
	Realty Staff	\$255,064	
	Expenses	\$58,160	
	Planning (Water Resources Plan)	\$100,000	
	Design		\$720,000
	BW-IA lining (Cairo Engineering)	\$220,000	
	BW-IB checks, lining, siphon (Cairo)	\$120,000	
	ST-IB/FP (Parsons)	\$200,000	
	Gila Drain/WS-IA (Mallicoat/Rogers)	\$45,000	
	Design Operating Criteria (Stantec)	\$25,000	
	Casa Blanca (Mallicoat, Rogers)	\$80,000	
	Geotech Work (Western Technologies)	\$30,000	
Irrigation Construction			\$9,936,647
	Construction Staff	\$615,768	
	Expenses	\$343,420	
	BW-IA Checks and BW-IB Bridges	\$3,077,459	
	Cultural Resources	\$900,000	
	Right-of-Way (Pima Canal BW-IA)	\$5,000,000	
Huhugam Heritage Center			\$332,000
BOR Retained Dollars			\$815,000
		Total Work Plan	\$13,973,000