

Bison Transfer Agreement
between
the United States Department of the Interior
National Park Service, Yellowstone National Park
and the
InterTribal Buffalo Council

This Bison Transfer Agreement between the National Park Service (NPS) and the InterTribal Buffalo Council (ITBC) sets forth the roles and responsibilities of the parties regarding the transfer of live plains bison (also known as buffalo) from Yellowstone National Park to ITBC for transport directly to slaughter facilities and subsequent distribution of meat, hides, horns, and other bison parts to support the nutrition and culture of American Indian tribes.

ARTICLE I – BACKGROUND AND OBJECTIVES

Pursuant to the Interagency Bison Management Plan signed by the federal government and the State of Montana in 2000, the abundance of Yellowstone bison is managed towards an end-of-winter guideline of 3,000 animals. The plan also directs actions such as vaccination and selective culling of likely infectious animals to reduce brucellosis prevalence and lessen the risk of transmission from bison to cattle in Montana. Hunting of bison outside Yellowstone National Park in Montana is a primary method for managing their abundance and distribution, but this tool is not effective at reducing the prevalence of brucellosis in the population. Also, total harvest rarely approximates 200 bison in any one year and demographic modeling suggests that the removal of more than 300 bison may be necessary in some years to maintain relatively stable population abundance. Thus, other management actions such as capture, testing, vaccination, and selective culling of likely infectious bison at boundary capture facilities are used to reduce brucellosis prevalence and abundance, if necessary. The NPS anticipates that surplus bison may be available to send to American Indian tribes for nutritional and cultural purposes in the foreseeable future.

Each year, the NPS uses long-term weather forecasts and population and migration models to predict herd abundances and compositions at the end of the upcoming winter, and the magnitude of numbers of bison migrating to park boundaries. The NPS then establishes annual removal objectives for bison based on abundance, disease, distribution, and demographic (age, herd, sex) goals. The primary management tool used to reduce bison numbers is public and treaty harvests in Montana. However, additional bison may be captured at boundary facilities and removed from the population after general hunting seasons end in mid-February if necessary to reach removal objectives for that year. These bison may be selectively culled (shipment to slaughter) to reduce the proportion of infectious bison, transferred to research facilities, or transferred to quarantine facilities for further testing and eventual release of brucellosis-free animals.

The ITBC works with the NPS and other federal and state agencies on the management of Yellowstone bison. The ITBC is uniquely qualified to transfer live plains bison from Yellowstone National Park to slaughter facilities and subsequently distribute meat, hides, horns, and other bison parts to support the nutrition and culture of American Indian tribes. It was approved in 2010 as a federally chartered Indian organization by the Bureau of Indian Affairs

under Section 17 of the Indian Reorganization Act and has a mission to restore bison to Indian nations in a manner that is compatible with their spiritual and cultural beliefs and practices. The role of the ITBC, as established by its membership, is to act as a facilitator in coordinating education and training programs, developing marketing strategies, coordinating the transfer of surplus bison from national parks to tribal lands, and providing technical assistance to its membership in developing sound management plans that will help each tribal herd become a successful and self-sufficient operation. Thus, the ITBC would like to obtain surplus Yellowstone bison to support the cultural practice of providing bison meat to feed their member tribes. The NPS proposes to periodically provide ITBC with bison for direct transfer to approved slaughter facilities and subsequent distribution of meat, hides, horns, and other bison parts to support the nutrition and culture of American Indian tribes.

Whereas the NPS, in accordance with applicable Federal laws and regulations, is responsible for and has jurisdiction over the use and management of lands within the boundaries of Yellowstone National Park; and

Whereas the 56 tribes in 19 states that are members of ITBC have great respect for bison and desire to obtain bison to support their nutrition and culture; and

Whereas Yellowstone bison are often infected with brucellosis, a non-native disease that induces abortions, reduces bison pregnancy rates, and poses a risk of transmission to cattle, which limits tolerance for migration of bison to essential low-elevation winter ranges in Montana and prevents relocations elsewhere to enhance conservation of the species; and

Whereas, that in light of this limited tolerance for migration of bison out of Yellowstone National Park, as well as the limited amount of winter range and forage for bison inside Yellowstone National Park and the need to manage and cull likely infectious bison, the NPS finds that there are surplus bison available for distribution and that there may be such surplus bison available from time to time for the foreseeable future; and

Whereas this agreement will enhance science-based natural resource stewardship at Yellowstone National Park by facilitating implementation of the Interagency Bison Management Plan, which is a court-mediated agreement signed by the Secretaries of Agriculture and Interior and the Governor of Montana that allows some bison to migrate outside Yellowstone National Park into Montana through a cautious and incremental process; and

Whereas this agreement will benefit the parties by providing bison to American Indian tribes to support their nutrition and culture and allowing some bison to occupy winter ranges on public lands in Montana, while managing their abundance, distribution, and the risk of brucellosis transmission to cattle; and

Now, therefore, the parties agree to work together as described in this Agreement.

ARTICLE II – AUTHORITY FOR ENTERING INTO THIS AGREEMENT

16 U.S.C. § 1 et seq.

16 U.S.C. § 3

16 U.S.C § 36

ARTICLE III – STATEMENT OF WORK

The NPS proposes to periodically provide ITBC with bison for direct transfer to domestic slaughter facilities and subsequent distribution of meat, hides, horns, and other bison parts to support the nutrition and culture of American Indian tribes. Both parties acknowledge that some of these bison may have been exposed to or be infectious from diseases such as brucellosis (*Brucella abortus*).

The respective roles and responsibilities of the parties are as follows:

1. The NPS will not charge the ITBC a fee for the bison that are provided to it. The NPS cannot guarantee a specific number of bison to the ITBC each year.
2. Bison will be transferred from the NPS to the ITBC at designated facilities in Yellowstone National Park. The NPS will provide the ITBC with results of testing for brucellosis from each bison that is transferred to it.
3. The ITBC will assume ownership of the bison in Yellowstone National Park once they are loaded, secured, and manifested into trailers or other vehicles appropriate for transporting bison that are owned or leased by the ITBC.
4. Prior to the transfer, the NPS will notify the Governor of Montana's office, the State Veterinarian of Montana, and a local representative of the Animal and Plant Health Inspection Service (APHIS) of the pending transfer and arrange for inspectors to certify the numbers, sex, and age categories of bison loaded and secured in each trailer. Inspectors will also certify these bison are delivered to a slaughter facility approved by the U.S. Department of Agriculture.
5. Each bison transferred to the ITBC will be marked with individually identifiable ear tags prior to transfer. The NPS will notify the ITBC and slaughter facilities of any tags that were implanted in bison for identification prior to transfer.
6. The bison will be transported by the ITBC in trailers that are owned or leased by the ITBC directly to a facility approved by the U.S. Department of Agriculture for the immediate slaughter of animals.
7. The ITBC will allow NPS staff to collect tissue samples from bison during the slaughtering process for brucellosis surveillance.
8. The distribution of meat, hides, horns, and other bison parts will be at the discretion of the ITBC.

9. The NPS and the ITBC will use their own respective funding sources to accomplish their respective tasks. The NPS will not pay for or provide equipment, funding, or personnel for bison transport, security, or slaughter to the ITBC, or vice versa.
10. The NPS may, at any time, enter into an agreement to distribute bison to any other similar organization or American Indian tribe that is able to develop the necessary infrastructure and management capacity.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will become effective upon signature of both parties and shall remain in effect for a period of one year from the date of signature, and may be extended in 1-year increments up to four times, for a total not to exceed five years, unless terminated earlier in accordance with Article XI.

ARTICLE V – KEY OFFICIALS

- A. **Key officials** are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

For the NPS:

Rick Wallen, Wildlife Biologist
Yellowstone National Park
P.O. Box 168
Yellowstone National Park, Wyoming 82190
E-mail: rick_wallen@nps.gov
Telephone: (307) 344-2207
Fax: (307) 344-2211

For the ITBC:

Jim Stone, Executive Director
2497 West Chicago Street
Rapid City, South Dakota 57702
E-mail: jstone@itbcbison.com
Telephone: (605) 394-9730
Fax: (605) 394-7742

- B. **Communications** - The ITBC will address any communication regarding this Agreement to the NPS key official. The ITBC will collaborate and communicate with NPS staff and partners while undertaking this agreement with the NPS.
- C. **Changes in Key Officials** - Neither the NPS or the ITBC may make any permanent change in a key official without written notice to the other party reasonably in advance of the

proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – LIABILITY

The ITBC agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of ITBC, its officers, employees, members, participants, agents, or representatives arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To pay the United States the full value for all damage to the lands or other property of the United States caused by the ITBC, its officers, employees, members, participants, agents, or representatives.
- C. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the ITBC, its officers, employees, members, participants, agents, or representatives.

ARTICLE VII – REPORTS AND/OR DELIVERABLES

- A. The NPS will provide the ITBC with results of any testing for brucellosis for each bison that is transferred to ITBC.

ARTICLE VIII – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE IX – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other

federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

- 2. **Lobbying Prohibition - 18 U.S.C. §1913**, - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

- 3. **Anti-Deficiency Act -31 U.S.C. §1341** - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

ARTICLE X – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.



FOR THE INTERTRIBAL BUFFALO COUNCIL

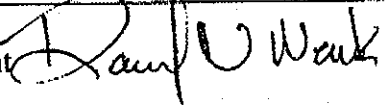
Ervin Carlson
President

9/26/2012

Date

FOR THE NATIONAL PARK SERVICE

Dan Wenk
Superintendent



Date 9/26/2012