Description of document:	Closing documents for thirty-five (35) Department of the Interior (DOI) Inspector General (OIG) investigations closed during CY 2015
Requested date:	13-January-2017
Released date:	18-September-2017
Posted date:	02-October-2017
Source of document:	FOIA Officer Office of Inspector General U.S. Department of the Interior 1849 C Street, NW MS-4428 Washington, DC 20240 Fax: 202-219-1944 (Attn: FOIA Officer) Email: FOIA@doioig.gov

OFFICE OF
INSPECTOR GENERAL
U.S.DEPARTMENT OF THE INTERIOR

VIA EMAIL

September 18, 2017

Re: OIG-2017-00050

This is in response to your Freedom of Information Act (FOIA) request dated January 13, 2017, which was received by the Office of Inspector General (OIG) on the same date. You requested the following information under the FOIA 5 U.S.C. § 552: Report of Investigation, closing memo, referral memo/letter, associated with each of these closed OIG investigations closed during CY 2015: OI-CO-14-0539-I; OI-VA-14-0362-I; OI-VA-15-0185-I; OI-PI-14-0286-I; OI-PI-14-0386-I; OI-VA-14-0681-I; OI_CA-14-0592-I; OI-CO-12-0388-I; OI-OG-14-0159-I; OI-PI-14-0087-I; OI-VA-14-0532-I; OI-VA-14-0025-I; OI-PI-14-0244-I; OI-PI-15-0020-I; OI-CO-14-0501-I; OI-CO-0243-I; OI-PI-13-0562-I; OI-VA-14-0550-I; OI-CA-15-0276-I; OI-VA-14-0688-I; OI-PI-15-0403-I; OI-VA-13-0215-I; OI-VA-14-0441-I; OI-GA-15-0456-I; OI-PI-14-0519-I; OI-PI-15-0259-I; OI-CA-15-0550-I; OI-PI-14-0624-I; OI-PI-15-0478-I; OI-VA-15-0393-I; OI-CO-13-0004-I; OI-PI-15-0217-I; OI-OG-15-0080-I; OI-CO-15-0479-I; OI-PI-15-0182-I; OI-VA-15-0189-I; OI-PI-14-0738-I.

For purposes of this request, you have been categorized an "other-use" requester. As such, we may charge you for some of our search and duplication costs, but we will not charge you for our review costs; you are also entitled to up to 2 hours of search time and 100 pages of photocopies (or an equivalent volume) for free. *See* *43 C.F.R. § 2.39*. If, after taking into consideration your fee category entitlements, our processing costs are less than $50.00, we will not bill you because the cost of collection would be greater than the fee collected. *See* *43 C.F.R. § 2.49(a)(1)*. In this case, no fee has been assessed.

Please note for Report Nos. OI-CO-0234-1, OI-CA-15-0276-I, and OI-PI-15-0478-I, the OIG conducted a search of its indices and found no documents responsive to your request.

In regards to the remainder Report Nos., we obtained the documents you seek and conducted a review of the material you requested. After reviewing this information we have determined that we may release 223 pages of responsive documents with FOIA redactions pursuant to exemptions 5 U.S.C. § (b)(4), (b)(7)(C) & (b)(7)(E).

FOIA requires that agencies generally disclose records. Agencies may only withhold requested records only if one or more of nine exemptions apply.

The file contains commercial and financial business information that arguably may be protected under Exemption 4. Exemption 4 protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential." 5 U.S.C. §552(b)(4). This exemption is intended to protect two categories of information in agency records: (1) trade secrets; and (2) certain confidential or privileged commercial information. Where there is a reasonable expectation that release of information could cause substantial commercial or competitive harm, we are required by Executive Order 12,600 to contact the submitter before releasing the information. We must allow the submitter to provide its views regarding public disclosure of this information. If we undertook this procedure in your case, it would delay this decision further and likely would not result in the release of any additional relevant information. Consequently, in order to process your request as promptly as possible, we are withholding this material pursuant to Exemption 4. If you are interested in obtaining this commercial information, please contact us, and we will process it in accordance with Executive Order 12,600 and DOI regulations.

Exemption 7 allows agencies to refuse to disclose records compiled for law enforcement purposes under any one of six circumstances (identified as exemptions 7 (A) through 7 (F)). Law enforcement within the meaning of Exemption 7 includes enforcement pursuant to both civil and criminal statutes.

Specifically, Exemption 7(C) permits an agency to withhold information contained in files compiled for law enforcement purposes if production "could reasonably be expected to constitute an unwarranted invasion of personal privacy." U.S.C. § 552 (b)(7)(C). Thus, the purposed of Exemption 7 (C) is to protect the privacy interest exists, we must evaluate not only the nature of the personal information found in the records, but also whether release of that information to the general public could affect that individual adversely. We find that release of personal information withheld here reasonably could be expected to have a negative impact on an individual's privacy. Even if a privacy interest exists, we must nevertheless disclose the requested information if the public interest outweighs the privacy interest in the information requested. You have not established that release of the privacy information of witnesses, interviewee, middle and low ranking federal employees and investigators, and other individuals name in the investigatory file, would shed light on government operations, and we have not found such a public interest in this case. For this reason, after reviewing the information in question, we have determined that disclosure would be an unwarranted invasion of personal privacy and we must withhold this information under FOIA Exemption 7 (C).

Exemption 7(E), protects information that, if disclosed, could result in circumvention of law. In particular, Exemption 7(E) allows OIG to withhold all law enforcement information "which would disclose techniques and procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law." 5 U.S.C. § 552(b)(7)(E). Particularly though, for the materials that have been withheld under FOIA Exemption 7(E) here, we have determined that they are techniques and procedures for law enforcement investigations or prosecutions whose release could reasonably be expected to risk circumvention of the law.

We reasonably foresee that disclosure would harm an interest protected by one or more of the nine exemptions to the FOIA's general rule of disclosure.

If you disagree with this response, you may appeal this response to the OIG's FOIA/Privacy Act Appeals Officer. If you choose to appeal, the FOIA/Privacy Act Appeals Officer must receive your FOIA appeal **no later than 90 workdays** from the date of this letter. Appeals arriving or delivered after 5 p.m. Eastern Time, Monday through Friday, will be deemed received on the next workday.

Your appeal must be made in writing. You may submit your appeal and accompanying materials to the FOIA/Privacy Act Appeals Officer by mail, courier service, fax, or email. All communications concerning your appeal should be clearly marked with the words: "FREEDOM OF INFORMATION APPEAL." You must include an explanation of why you believe the OIG's response is in error. You must also include with your appeal copies of all correspondence between you and the OIG concerning your FOIA request, including your original FOIA request and the OIG's response. Failure to include with your appeal all correspondence between you and the OIG will result in the OIG's rejection of your appeal, unless the FOIA/Privacy Act Appeals Officer determines (in the FOIA/Privacy Act Appeals Officer's sole discretion) that good cause exists to accept the defective appeal.

Please include your name and daytime telephone number (or the name and telephone number of an appropriate contact), email address and fax number (if available) in case the FOIA/Privacy Act Appeals Officer needs additional information or clarification of your appeal. The OIG FOIA/Privacy Act Appeals Office Contact Information is the following:

Office of the Inspector General
U.S. Department of the Interior
1849 C Street, NW
MS-4428
Washington, DC 20240
Attn: FOIA/Privacy Act Appeals Office

Telephone: (202) 208-1644
Fax: (202) 219-1944
Email: oig_foiaappeals@doioig.gov

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of FOIA. *See* 5 U.S.C. 552(c). This response is limited to those records that are subject to the requirements of FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

The 2007 FOIA amendments created the Office of Government Information Services (OGIS) to offer mediation services to resolve disputes between FOIA requesters and Federal

agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. You may contact OGIS in any of the following ways:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road - OGIS
College Park, MD 20740-6001
E-mail: ogis@nara.gov
Web: https://ogis.archives.gov
Telephone: 202-741-5770
Facsimile: 202-741-5769
Toll-free: 1-877-684-6448

Please note that using OGIS services does not affect the timing of filing an appeal with the OIG's FOIA & Privacy Act Appeals Officer.

However, should you need to contact me, my telephone number is 202-208-0954, and the email is foia@doioig.gov.

Sincerely,

Stefanie Jewett
Government Information Specialist

Enclosures

Report of Investigation

(b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-PI-14-0386-I
Reporting Office	**Report Date**
Program Integrity Division	July 11, 2014
Report Subject	
Report of Investigation	

SYNOPSIS

We initiated this investigation based on a request by (b) (7)(C) (b) (7)(C) U.S. Fish and Wildlife Service (FWS). (b) (7)(C) reported that (b) (7)(C), an FWS (b) (7)(C), who at the time was detailed to the Professional Responsibility Unit (PRU), had allegedly sent a pornographic image of a child from his personal Gmail account. Google intercepted the email and reported it to the National Center for Missing and Exploited Children, which in turn reported the incident to the West Virginia State Police (WVSP) after determining the email was sent from (b) (7)(C).

WVSP executed a search warrant on (b) (7)(C) residence on May 3, 2014. The same day, (b) (7)(C), PRU's Special Agent (b) (7)(C), placed (b) (7)(C) on administrative leave and suspended his law enforcement commission.

When interviewed by WVSP, (b) (7)(C) denied any knowledge of the pornographic image. Later, however, WVSP discovered additional pornographic images on (b) (7)(C) personal Google tablet computer and iPhone. WVSP did not find any images on (b) (7)(C) U.S. Government-issued BlackBerry or laptop, or in his work office.

According to (b) (7)(C) latest Standard Form 50, he resigned his employment with FWS on May 29, 2014. The next day, he surrendered to WVSP and was charged with four counts of possession of child pornography. He was released after posting a $10,000 bond.

Reporting Official/Title	Signa
(b) (7)(C), Special Agent	
Approving Official/Title	Signa
(b) (7)(C), Special Agent in Charge	
Authentication Number: 8A33AF1F48262E580F4B16F602F4	

(b) (7)(C)

DETAILS OF INVESTIGATION

On May 3, 2014, (b) (7)(C), U.S. Fish and Wildlife Service (FWS), reported to the Office of Inspector General that (b) (7)(C), an FWS (b) (7)(C), who at the time was detailed to FWS' Professional Responsibility Unit (PRU), had allegedly sent a pornographic image of a child from his personal Gmail account.

On January 21, 2014, Google intercepted a pornographic image of a child allegedly sent from (b) (7)(C) email address. Google contacted the National Center for Missing and Exploited Children (NCMEC), which generated a "CyberTipline Report" and conducted an investigation. NCMEC determined that the image had been emailed from a location in (b) (7)(C), so it contacted the West Virginia State Police (WVSP). WVSP conducted its own investigation and served a search warrant for child pornography at (b) (7)(C) residence on May 3, 2014.

We interviewed (b) (7)(C) supervisor, (b) (7)(C), the Special Agent (b) (7)(C) of PRU (**Attachments 1 and 2**). (b) (7)(C) said that on May 3 he was contacted by WVSP Trooper (b) (7)(C) (b) (7)(C), who told him about executing the search warrant at (b) (7)(C) residence. (b) (7)(C) said that according to (b) (7)(C) Google intercepted a pornographic image of two toddlers masturbating that had been uploaded through (b) (7)(C)' Internet service provider from his Comcast Internet account.

(b) (7)(C) described his actions after receiving the call from (b) (7)(C) He said that after he notified (b) (7)(C) supervisor) of the incident, he went to the PRU office at the National Conservation Training Center (NCTC), also in (b) (7)(C) to draft a memorandum notifying (b) (7)(C) that he would be placed on administrative leave due to the WVSP investigation (**Attachment 3**). While there, he located (b) (7)(C) Government-issued laptop computer and a flash drive and locked the equipment in his own office (see Attachments 1 and 2). (b) (7)(C) then went to (b) (7)(C)' residence, gave him the memorandum, and took his law enforcement credentials, badge, handgun, and Government vehicle.

(b) (7)(C) turned (b) (7)(C) Government laptop and flash drive over to us during his interview. On May 21, 2014, we met with (b) (7)(C) and (b) (7)(C) Attorney with the Office of the Prosecuting Attorney for (b) (7)(C), WV. We turned over the laptop and flash drive to WVSP and observed as WVSP served a search warrant on (b) (7)(C) NCTC office space and examined the computer equipment. No pornographic images were found during the search, either in (b) (7)(C) office or on his Government-issued computer equipment.

During its investigation, WVSP discovered more pornographic images on (b) (7)(C) personal Google tablet computer and iPhone. According to (b) (7)(C) latest Standard Form 50, he resigned from FWS on May 29, 2014 (**Attachment 4**). He surrendered to WVSP on May 30, 2014. He was charged with four counts of possession of child pornography and was released after posting a $10,000 bond.

SUBJECT(S)

(b) (7)(C), former (b) (7)(C), U.S. Fish and Wildlife Service.

DISPOSITION

WVSP's investigation is ongoing. We are forwarding this report to the U.S. Fish and Wildlife Service for informational purposes only.

ATTACHMENTS

1. IAR – Interview of (b) (7)(C) on May 5, 2014.
2. Transcript of interview of (b) (7)(C) on May 5, 2014.
3. Administrative-leave memorandum from (b) (7)(C) to (b) (7)(C), dated May 3, 2014.
4. Standard Form 50, showing date of (b) (7)(C)' resignation.

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-14-0362-I
Reporting Office **Eastern Region Investigations**	**Report Date** **January 22, 2015**
Report Subject **Report of Investigation**	

SYNOPSIS

The Office of Inspector General (OIG) initiated an investigation into alleged improper tuition payments by employees of the National Park Service (NPS), via government purchase card, for a NPS Pathways Intern enrolled in a doctoral program. (b) (7)(C) Ethics Counselor, NPS, informed OIG that an employee source told him that (b) (7)(C), NPS (b) (7)(C) (b) (7)(C) directed administrative staff to charge three credit cards to pay for a semester of school for (b) (7)(C), who was an NPS intern.

(b) (7)(C) signed an agreement with NPS on March 7, 2012, for the Student Career Experience Program (SCEP), which is now called the Pathways Program. That agreement was between NPS and (b) (7)(C) college, (b) (7)(C) University, an educational institution where (b) (7)(C) was scheduled to obtain her doctorate, according to the agreement, by December 2013. The agreement denotes several conditions of employment for (b) (7)(C), namely that she remain enrolled and in good academic standing. A benefit of the program is that agencies may provide tuition assistance to the intern, which occurred in this case.

Our investigation confirmed that credit card payments were made by three different administrative personnel of NPS on behalf of (b) (7)(C) for tuition costs at (b) (7)(C) University. Some of these payments and others were later authorized by signed SF-182s, totaling approximately $10,442. (b) (7)(C) said (b) (7)(C) ability to obtain a doctorate was an important aspect of her credentialing as a professional within her job field of the NPS and thus the tuition payments were justified. However, other testimony indicated (b) (7)(C) was not actually enrolled at (b) (7)(C) for the first semester of 2014. Once discovered, the agency then remedied this variance with the Pathways requirements by ensuring (b) (7)(C) was enrolled as of June 2014, by another written agreement.

Reporting Official/Title (b) (7)(C)/Special Agent	Signature Digitally signed.
Approving Official/Title (b) (7)(C) ASAC	Signature Digitally signed.

Authentication Number: D2322BE825D8045B3B7A2E11409FD611

(b) (7)(C) said that she completed her doctorate at (b) (7)(C) University, and is no longer taking classes at the university, although she said she still owes the college more than $6,000. She said she turned in her dissertation in October of 2014.

Our investigation revealed, and (b) (7)(C) and (b) (7)(C) confirmed, that no training plan or service agreement was required to be in place prior to, or during the payments from DOI to (b) (7)(C) on her behalf. However, a signed agreement between NPS and (b) (7)(C) on (b) (7)(C) behalf, permitted the payment of "Tuition Assistance." We found no information indicating (b) (7)(C) had a continuing obligation to work at NPS after the receipt of more than $10,000 for tuition.

BACKGROUND

On December 27, 2010, President Obama signed Executive Order (E.O.) 13562 establishing the Internship Program and the Recent Graduates Program and revising and reinvigorating the Presidential Management Fellows (PMF) Program. These two new programs, along with the PMF Program, collectively form what the President called the Pathways Programs. The U.S. Office of Personnel Management (OPM) issued the final rule for the Pathways Programs on May 11, 2012 *(77 FR 28194)*. The Pathways Program requirements are found in Part 362 of title 5, Code of Federal Regulations (CFR). The appointing authorities for the Pathways Programs are found in 5 CFR 213.3402(a), (b), and (c).

Under Pathways, the Internship Program is for current students and individuals accepted for enrollment in a qualifying educational program. It replaced the Student Career Experience Program (SCEP), which originally applied to (b) (7)(C). The Internship Program provides students enrolled in a variety of educational institutions with paid opportunities to work in agencies and explore Federal careers while still in school. (b) (7)(C) converted from Pathways to SCEP by way of (b) (7)(C) signature on October 10, 2012, with an effective date of October 20, 2012 (**Attachment 1**).

On March 7, 2012, the NPS entered into a Student Career Experience Program Working Agreement with (b) (7)(C) University, signed by a representative of (b) (7)(C) University, (b) (7)(C), and her supervisor, (b) (7)(C) (**Attachment 2**). (b) (7)(C) University is an online college accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools (NCA). It is located in (b) (7)(C). The agreement between NPS, (b) (7)(C) and (b) (7)(C) among several other administrative standards (e.g. suitability), required that (b) (7)(C) be enrolled at the college while employed and in good academic standing. Tuition assistance is permitted during the intern's participation in this program.

Further, intern employees are to work a regular 40-hour workweek, and to be evaluated consistent with the agency's performance appraisal system. Agencies have the option, upon completion of the intern's academic requirements, to non-competitively convert the intern to a term career or career conditional appointment within 120 days of their completion of the educational program and career-related work experience. Student trainees who are disqualified from continuing in the program, or who are not converted to an appointment must be terminated. (b) (7)(C) was scheduled to complete her PhD in (b) (7)(C) by December 2013. At the time of her interview on November 6, 2014, she was still enrolled, but said she had just recently submitted her dissertation.

DETAILS OF INVESTIGATION

We initiated an investigation on May 13, 2014, following an April 28, 2014, complaint from [redacted] Ethics Counselor, NPS, who informed OIG that a confidential source told him that [redacted] NPS [redacted], directed administrative staff to charge three government credit cards to pay for a semester of school for [redacted], who was an NPS intern. OIG sought to determine the permissibility of the tuition payments, consistent with the Pathways Program and the general procedures of NPS when paying tuition for employees and interns.

[redacted] stated that he had recently received the information from employee [redacted], National Park Service (NPS). That information formed the basis of the allegations against both [redacted] and [redacted] has since left the agency, but at the time of her discussion with [redacted] was in a position to have specific knowledge of the facts and circumstances of the tuition payments. [redacted] learned from [redacted] that [redacted] allegedly had her staff use three (different) credit cards to pay for a semester of tuition at [redacted] University, and further noted that [redacted] was a [redacted] and [redacted].

[redacted] explained that he learned that [redacted] was a student intern/trainee at NPS working for the [redacted]. He said it appeared an SF-182, "Authorization, Agreement and Certification of Training," was on file approving payment for the classes, but it was not apparent whether [redacted] had to sign a continuing service agreement (requiring her to work for the Government for a specific period).

[redacted] provided the names of the three administrative staff who utilized their purchase cards to pay for tuition. [redacted] was one of these employees, but left the NPS around [redacted] of 2014 to take a position with the Department of [redacted]. A telephonic interview of [redacted] was conducted prior to her departure from the agency, although she was not available for further follow-up. Of the two other employees, fellow administrative assistan [redacted] was interviewed and also requested confidential status. The third employee, [redacted], has left the agency and was not interviewed.

On May 1, 2014, an OIG agent interviewed [redacted] by telephone about the matter. Prior to her departure [redacted] was verified to be in a position of specific knowledge relating to this matter, and to have access to specific documents pertinent to the investigation. [redacted] confirmed she had a prior conversation with [redacted] about this matter and the legality of paying tuition for a college intern (**Attachment 3**). She requested confidentiality.

[redacted] explained that [redacted] directed her and other administrative staff at NPS to perform four separate financial transactions to pay for [redacted] tuition at [redacted] University. [redacted] believed that [redacted] was in a doctorate program there and was writing a dissertation, but could not recall what [redacted] was studying. [redacted] explained that [redacted] had been an intern with NPS for at least [redacted] years, and she was a [redacted]-level employee. [redacted] processed two of the transactions for [redacted] – a credit card payment in October 2013 for $3,000 and an SF-182 training authorization in December 2013 for $3,510. [redacted] and [redacted] processed the other two transactions.

Because there were several payments, both by credit card and via authorization from SF-182s, we reviewed the available documents to determine the total amount paid on [redacted] behalf.

A review of records indicates the following payments to (b) (7)(C) on (b) (7)(C) behalf, via government credit card (**Attachment 4**):

- May 29, 2013: (b) (7)(C) agency-issued credit card indicates a $2,259 payment.
- October 21, 2013: (b) (7)(C) agency-issued credit card indicates a $3,000 payment.
- November 25, 2014: (b) (7)(C) agency-issued credit card indicates a $1,673 payment.

Prior to (b) (7)(C) departure from the agency, (b) (7)(C) prepared SF-182s which appear to overlap for these credit card and other payments, provided for (b) (7)(C) supervisory approval, along with other NPS personnel (e.g. Training Officer). They are dated as follows and appear inclusive of prior credit card payments, and specify a period of when the training occurred, according to the forms (**Attachment 5**):

- May 29, 2013: $2,259 [training end date: May 29, 2013].
- September 4, 2013: $3,510 [training end date: December13, 2013].
- November 25, 2013: $ 665 [training end date: November 25, 2013].
- May 21, 2014: $4,008 [training end date: September 13, 2013].

Between the credit card payments, SF-182's authorizing those payments, or new SF-182s, a review of the complete payments indicated approximately $10,442 was paid in total, for (b) (7) tuition toward a doctorate at (b) (7)(C) No other payments were discovered or referred to during any testimony provided by (b) (7)(C) or witnesses.

When we spoke to (b) (7)(C) she confirmed making the $1,673 payment in November 2013, and recalled it being at the request of (b) (7)(C) herself. (b) (7)(C) said she made the payment directly by phone to (b) (7)(C) and could not recall if she received an invoice, but said (b) (7)(C) indicated (b) (7)(C) authorized the payment. (b) (7)(C) did not recall speaking to (b) (7)(C) directly about the matter, despite this being the first time she had made such a tuition payment by credit card for an employee. Although (b) (7)(C) did not recall the specifics, she recalled (b) (7)(C) talking about needing to complete academic credits by a certain time, or she might lose her position with NPS.

We interviewed (b) (7)(C) (b) (7)(C) (**Attachment 6**). (b) (7)(C) was (b) (7)(C) supervisor, although she was temporarily replaced by another SES candidate, (b) (7)(C) from the (b) (7)(C) (b) (7)(C) served on *her* SES detail, essentially in (b) (7)(C) position, during the time (b) (7)(C) was on an SES detail.

(b) (7)(C) said she has been in her current position as the (b) (7)(C) for approximately (b) (7)(C) years, and a supervisor for (b) (7)(C). She said she was the supervisor of (b) (7)(C) for about the last nearly (b) (7)(C) years, until she left for her temporary (b) (7)(C) detail this year. (b) (7)(C) said (b) (7)(C) " (b) (7)(C) was acting supervisor in her absence (b) (7)(C) appears to have been the second-level supervisor over both (b) (7)(C) and (b) (7)(C) (b) (7)(C) is supervised by (b) (7)(C) for (b) (7)(C), NPS. While (b) (7)(C) was on this NPS detail, she also reported to (b) (7)(C)

(b) (7)(C) said (b) (7)(C) is currently a (b) (7)(C) in the Pathways Program and had not yet been converted to a permanent civil servant position. (b) (7)(C) said that final decision has yet to have been made, in her opinion, but that she will have to discuss further with (b) (7)(C). It was her understanding at the time of her interview that (b) (7)(C) was somewhat opposed to converting (b) (7)(C) to full-time status, despite NPS having paid approximately $10,000 in tuition costs for (b) (7)(C) as part of her doctoral program.

(b) (7)(C) was unsure of when exactly (b) (7)(C) will be graduating from (b) (7)(C) University with her doctorate. She said she believes (b) (7)(C) has applied for her graduation. (b) (7)(C) explained the Pathways program, and indicated that she hoped (b) (7)(C) could receive a permanent position. (b) (7)(C) said that someone at Human Resources told her the payment of tuition for an employee is at the discretion of the office. She noted that her office did not typically turn anyone down for major training or certifications (such as a project management certification).

(b) (7)(C) did not know if there was a service agreement in place for (b) (7)(C), but was aware she (b) (7)(C) had signed SF-182s to authorize and permit the payment of the costs of tuition for (b) (7)(C) (b) (7)(C) was asked if (b) (7)(C) completed an Individual Development Plan (IDP) and responded that she was told to do one, but never actually completed it. (b) (7)(C) was uncertain if there were other employees who had their graduate or doctorate degrees paid for by NPS, but said individual courses had been reimbursed in the past. She was aware that some of the tuition payments for (b) (7)(C) doctoral work at (b) (7)(C) were paid via government credit card, but claimed she did not direct that (b) (7)(C) was shown four separate SF-182s which were signed by her from May of 2013 until May of 2014, totaling $10,442. (b) (7)(C) stipulated that she signed these documents, although none appear to have attached service agreements, or any type of explanation of what the actual "training" would be.

We interviewed (b) (7)(C) Park Ranger (b) (7)(C), about the tuition payments made by DOI on her behalf to (b) (7)(C) University within the last two years. (b) (7)(C) said she is currently in the Pathways Program (previously **SCEP)**, and has been a student-intern at DOI for approximately the last (b) (7)(C) years (b) (7)(C) said her participation in the program ends when she graduates from (b) (7)(C) and that (b) (7)(C), had already advised that she will not be converted to a permanent federal employee. She said she was not told why and did not ask.

(b) (7)(C) said that she completed her doctorate at (b) (7)(C) University, and is no longer taking classes at the university, although she said she still owes the college more than $6,000. She said she turned in her dissertation in October of 2014. (b) (7)(C) said that although she has received both subsidized and unsubsidized federal loans for tuition costs in the past, when she ran out of loan money she asked (b) (7)(C) if DOI would pay for her tuition and (b) (7)(C) agreed. (b) (7)(C) said no training plan or service agreement was required to be in place prior to, or during the payments from DOI to (b) (7)(C) on her behalf.

(b) (7)(C) provided a significant amount of documents (emails, the SF-182s already noted) which appeared to support her claims tha (b) (7)(C) knew and authorized numerous tuition payments. She said she was never required to demonstrate that her academic work was related to her job, although she said it probably was somewhat related (b) (7)(C) said she believes other people have had their tuition paid for but was uncertain. (b) (7)(C) said that of her remaining balance she has not received authorization for any further payments and is not receiving further reimbursement(s) from DOI.

We interviewed (b) (7)(C), Indian Affairs, Bureau of Indian Affairs (**Attachment** 7). (b) (7)(C) served on a 120-day detail to (b) (7)(C), at the Department of Interior (DOI) as part of her SES candidate development program. Her detail occurred from approximately May to September 2014, while (b) (7)(C) served on her SES detail. During that time, (b) (7)(C) served as a second-level supervisor to (b) (7)(C), who was directly supervised by (b) (7)(C) had specific information related to the allegations about tuition payments for (b) (7)(C)

[redacted] said that shortly after her arrival on detail, to the [redacted], it became evident that [redacted] had not been actively enrolled in her doctorate program for the spring semester of 2014. [redacted] did not immediately recall the exact college [redacted] was attending ([redacted] but understood that she was a doctoral candidate who was anticipated to complete her program while [redacted] was on detail to the unit (2014).

[redacted] said that once it was determined by management that [redacted] had not been enrolled in college, as is required of all Pathways interns, there were discussions with and about [redacted] requiring her to improve her performance, her conduct and to ensure she was re-enrolled at [redacted] and paying her tuition. [redacted] said she discussed the matter with [redacted], and [redacted] and, there was an agreement between them that [redacted] must be enrolled in school or would be released from the Pathways program, and thus her employment with NPS.

[redacted] provided OIG with documents relevant to the matter of [redacted] work performance and enrollment in good standing at [redacted] On or about June 19, 2014, [redacted] signed and issued a memorandum (dated May 29, 2014) to [redacted] addressing the requirement that she be enrolled in school, provide proof of enrollment, and affirm her understanding of her work schedule, and travel voucher obligations (**Attachment 8**). Proof of enrollment was provided by a representative of [redacted] on June 14, 2014 (**Attachment 9**).

[redacted] said she would not recommend [redacted] for a full time, permanent civil service position, but said that [redacted] work was above minimally successful. [redacted] said she advised [redacted] of her recommendation against [redacted] conversion to permanent employee. She said there were conduct and performance issues related to her taking leave (on short notice) and her work not being up to par. However, [redacted] said she never gave an official appraisal to [redacted]

[redacted] provided a brief statement to OIG, via email, corroborating the substance of [redacted]'s testimony (**Attachment 10**). [redacted] said she was given supervisory authority for [redacted] in [redacted] of 2014. She also noted the apparent lack of documentation regarding [redacted] status and program, overall, including a lack of an IDP in place for [redacted]. She said she would not recommend [redacted] for a permanent position, and that NPS would not be converting her.

A January 12, 2015, email communication between OIG and [redacted] indicated [redacted] remains a Pathways student, employed by NPS, and that no final decision regarding her conversion to a permanent federal employee has been made.

SUBJECT(S)

[redacted], NPS
[redacted] Pathways Intern, NPS

DISPOSITION

Due to the prior SCEP (now Pathways) service agreement with [redacted] which references and indeed permits tuition assistance, the dollar amount involved; and, the fact that tuition payments were authorized by a supervisory [redacted] and other NPS personnel, this case was not presented for criminal prosecution. We are providing this report to NPS for any administrative action deemed appropriate.

ATTACHMENTS

1. Documents related to [redacted] conversion from Pathways to SCEP by way of [redacted] signature on October 10, 2012, with an effective date of October 20, 2012.
2. March 7, 2012, the National Park Service entered into a Student Career Experience Program Working Agreement with [redacted] University, signed by a representative of [redacted] University, [redacted] and her supervisor, [redacted]
3. IAR, interview of [redacted], May 1, 2014.
4. Credit card records of NPS employees regarding payment of tuition to [redacted] on behalf of [redacted]
5. SF-182s regarding payment of tuition to [redacted] on behalf of [redacted]
6. IAR, interview of [redacted] November 24, 2014.
7. IAR, interview of [redacted], December 16, 2014.
8. Memorandum from [redacted], dated May 29, 2014, signed by [redacted], June 19, 2014.
9. Proof of [redacted] enrollment, provided by [redacted] on June 14, 2014.
10. IAR, written statement (email) of [redacted] to case agent, December 19, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-PI-14-0087-I
Reporting Office **Program Integrity Division**	**Report Date** **August 14, 2014**
Report Subject **Final Report of Investigation**	

SYNOPSIS

We initiated this investigation based on allegations that (b) (7)(C), Special Agent (b) (7)(C) (b) (7)(C), Office of Law Enforcement and Security (OLES), Bureau of Land Management (BLM), wasted Government funds and violated BLM policy when he ordered a Chevrolet Tahoe that exceeded vehicle purchasing guidelines. The complainant also alleged that (b) (7)(C) spent approximately $16,500 to outfit the vehicle with aftermarket accessories.

We found that (b) (7)(C), BLM OLES (b) (7)(C) gave (b) (7)(C) an exemption to purchase the Tahoe. We also found that (b) (7)(C) spent $9,905.07 to outfit his vehicle, not $16,500 as alleged. BLM policy sets only minimum requirements for outfitting unmarked vehicles and allows SACs to purchase additional equipment using discretionary funds.

During our investigation, we also discovered that between July 26 and October 28, 2014, BLM made three purchase card payments totaling $7,215.03 to Premier Vehicle Installation Incorporated for the purchase and installation of aftermarket law enforcement equipment (e.g., lights and siren) for (b) (7)(C) vehicle. While (b) (7)(C) may have made the first purchase for $2,985.90 with the understanding that he could not exceed $3,000, two subsequent transactions totaling $4,299.13 occurred after additional funds were made available. Both subsequent transactions each totaled less than $3,000, giving the appearance that BLM may have intentionally divided the total amount owed to avoid exceeding the micro-purchase threshold.

We are providing this report to the BLM Director for any action deemed appropriate.

Reporting Official/Title (b) (7)(C) /Special Agent	Signature Digitally signed.
Approving Official/Title (b) (7)(C) /SAC	Signature Digitally signed.

Authentication Number: 5BE5572D69489E4D6678C541CCFB4714

DETAILS OF INVESTIGATION

We initiated this investigation on January 2, 2014, based on an anonymous complaint that (b) (7)(C) Special Agent (b) (7)(C), Office of Law Enforcement and Security (OLES), Bureau of Land Management (BLM), violated BLM policy and wasted funds when he purchased a Chevrolet Tahoe that exceeded vehicle purchasing guidelines. The allegation further claimed that because (b) (7)(C) planned to use the vehicle as his primary OLES law enforcement vehicle, he equipped it with $16,500 worth of aftermarket emergency equipment (**Attachment 1**).

During our investigation, we also discovered that between July 26 and October 28, 2014, BLM Region 3 made three separate purchase card payments totaling $7,215.03 to Premier Vehicle Installation Incorporated for the purchase and installation of emergency equipment for (b) (7)(C) vehicle. Each payment, which fell under the single-purchase spending limit of $3,000, gave the appearance that BLM intentionally divided the total amount into three payments to avoid exceeding the micro-purchase threshold.

Vehicle Purchase

We interviewed (b) (7)(C) (**Attachments 2 and 3**). While (b) (7)(C) served as the OLES (b) (7)(C) in (b) (7)(C) 2011, he issued instruction memorandum number 2011-089, titled "Authorized Law Enforcement Vehicles" (**Attachment 4**). The memorandum established classifications of vehicles approved for law enforcement purposes and suitable for use by specified law enforcement positions. It also listed approved factory equipment and stipulated that the receiving office was responsible for the cost of optional equipment. With proper justification, the national office could approve exemptions from the authorized vehicle class specifications or a need for optional factory equipment.

(b) (7)(C) explained that regional personnel order vehicles through the U.S. General Services Administration AutoChoice System. Special Agent (b) (7)(C), reviews the orders to ensure that the appropriate class of vehicle has been ordered and that no unauthorized accessories have been ordered. Requests are then forwarded to the National Operations Center for processing.

(b) (7)(C) confirmed that he reviewed (b) (7)(C) order for a replacement vehicle in March 2013 (**Attachments 5** and **6**). (b) (7)(C) ordered a Chevrolet Tahoe to replace his Ford Explorer, which was near the end of its service life (**Attachment 7**). (b) (7)(C) also requested that the Tahoe be equipped with—

- Bluetooth compatibility;
- a backup camera;
- the OnStar system;
- special traction differential; and
- trailer brake control.

(b) (7)(C) questioned (b) (7)(C) need for these options because, as a (b) (7)(C) was less likely to perform field duties (see Attachments 5 and 6). (b) (7)(C) added that BLM no longer approved vehicles with Bluetooth technology. On March 12, 2013, (b) (7)(C) sent an email to (b) (7)(C) denying the five options and telling (b) (7)(C) that he would have to use discretionary funds if he still wanted to purchase the options (**Attachment 8**). He also asked that (b) (7)(C) contact him to discuss the order further. (b) (7)(C) sent an email

response stating that he would use discretionary funding to pay for the options. According to (b) (7)(C) never contacted him to discuss the options but contacted (b) (7)(C) instead.

On March 13, 2013, (b) (7)(C) emailed (b) (7)(C) to request an exemption, justifying his need for the Tahoe due to his large stature and his need to carry additional equipment (**Attachment 9**). (b) (7)(C) also provided justifications for each of the five additional pieces of equipment he had requested. According to (b) (7)(C) approved (b) (7)(C) exemption request and authorized the vehicle purchase (see Attachments 2 and 3). On March 18, 2013, (b) (7)(C) emailed (b) (7)(C) advising him that (b) (7)(C) approved the purchase of (b) (7)(C) vehicle (**Attachment 10**).

Purchase of Aftermarket Equipment

(b) (7)(C) said that BLM policy establishes minimum requirements for safety equipment and lighting, because all States have their own public safety standards and because agents also work in a variety of environments and have different needs (**Attachment 11** and see Attachments 2 and 3). Agents and officers who want additional aftermarket equipment may use discretional funds provided by the (b) (7)(C) (b) (7)(C) stated that BLM requires purchase and installation of aftermarket equipment from local vendors, using a Government purchase credit card.

We reviewed copies of invoices and credit card receipts totaling $9,905.07, which provided itemized lists of equipment installed in (b) (7)(C) vehicle between July 19 and October 29, 2013 (see Figure 1).

July 19, 2013	Invoice number 125102 received from Truck Vault for the purchase of a three-drawer vehicle cabinet costing $2,690.04 (**Attachment 12**).
July 24, 2013	Invoice number 13876 received from Premier Vehicle Installation Incorporated for purchase of emergency lighting costing $2,985.90 (**Attachment 13**).
July 26, 2013	Invoice number 13876, totaling $2,985.90, paid by (b) (7)(C) to Premier Vehicle Installation Incorporated (**Attachment 14**).
August 28, 2013	Invoice number14106 received from Premier Vehicle Installation Incorporated for purchase of emergency lighting, siren, and auxiliary electrical equipment totaling $2,636.63 (**Attachment 15**).
September 28, 2013	Invoice number 14296 received from Premier Vehicle Installation Incorporated for installation costs totaling $1,592.50 (**Attachment 16**).
September 30, 2013	Invoice number 14296 for $1,592.50 paid by purchase card to Premier Vehicle Installation Incorporated by Contracting Specialist (b) (7)(C).
October 29, 2013	Invoice number 14106 for $2636.63 paid by purchase card to Premier Vehicle Installation Incorporated by Utah State (b) (7)(C) (**Attachment 17**).

Figure 1. Timeline for purchases made for (b) (7)(C) vehicle.

When we interviewed (b) (7)(C) he reiterated that BLM policy requires emergency vehicles to meet State requirements for emergency lights and siren. The (b) (7)(C) may add additional lights and emergency equipment to the vehicle (**Attachments 18 and 19**). (b) (7)(C) said that the Tahoe was the first vehicle that he had outfitted since becoming (b) (7)(C) and, therefore, he did not know the typical cost of outfitting law enforcement vehicles. He said he used a similar unmarked Chevrolet Tahoe that BLM recently

outfitted for fire response as an example when he looked into equipping his vehicle.

We attempted to conduct a cost comparison to determine if the amount spent by [redacted] to outfit his vehicle was in line with similar OLES vehicles in the [redacted] fleet. We contacted [redacted] for the charge card program in [redacted] to request purchase records. [redacted] told us that she never helped OLES procure aftermarket equipment and, thus, has no records of similar purchases (**Attachments 20 and 21**). She also said that she had no previous knowledge of [redacted] purchase and had only briefly looked at the invoices once they reached her office.

Since [redacted] had no records of previous OLES purchases, she provided us with a copy of an invoice from Premier Vehicle Installation for the BLM fire-response vehicle referred to by [redacted] The invoice listed equipment similar to that in [redacted] vehicle and including labor costs totaling $7,286.84 (**Attachment 22**). She also provided copies of three out of the four invoices received by her office for outfitting [redacted] vehicle (see Attachments 12, 13, 15).

[redacted] said the lights installed in his vehicle are similar to other law enforcement vehicles in BLM's [redacted] fleet (see Attachments 18 and 19). He explained that because BLM agents often work in remote off-road areas, he outfitted his vehicle with 360-degree emergency lighting capable of being seen from a distance. He also incorporated redundant emergency lighting systems to maintain operation in the event of a partial lighting equipment failure. Unlike other vehicles in the fleet, however, [redacted] vehicle incorporated side running board lights and rear wig-wag emergency flashing lights to avoid unnecessary drilling into the vehicle's body during installation (see Figure 2). BLM used discretionary funds for all purchases for [redacted] vehicle.

Figure 2. Interior space of the vehicle and rear wig-wag and emergency flashing lights added to [redacted] Tahoe.

Appearance of Split Purchase

On June 26, 2013, [redacted] received an estimate from [redacted] of Premier Vehicle Installation Incorporated, which provided an itemized cost estimate to outfit [redacted] vehicle with the requested equipment and installation costs. [redacted] total estimate was $6,556.58 (**Attachment23**).

While [redacted] quote exceeded the $3,000 micro-purchase threshold, BLM and Premier Vehicle Installation Incorporated did not formalize a contract. Instead, Premier Vehicle Installation Incorporated split the costs listed in the initial estimate among three separate invoices that BLM subsequently paid using separate purchase cards. (**Attachment 24 and 25**).

[redacted] could not explain why BLM paid Premier Vehicle Installation Incorporated through three

separate transactions rather than a contract for the full amount (see Attachments 16 and 17). [redacted] blamed his lack of recall on the amount of time that had elapsed since the purchase, but he cited "loose memories" of a conversation with [redacted] in which he asked whether he had sufficient funds to outfit the vehicle. [redacted] recalled that [redacted] said [redacted] could spend up to $3,000. According to [redacted] later told him that he had the full amount necessary to outfit the vehicle.

[redacted] said he also may have consulted BLM [redacted] to determine how to proceed with the purchase. [redacted] said he typically consulted with [redacted] regarding procurement issues but could not recall what, if any, guidance he received from [redacted] concerning the purchase.

[redacted] said that when an invoice was ready, he or another purchase card holder generally went to Premier Vehicle Installation to make the payment. [redacted] said that he knew regulations prohibited split purchases, and he was not trying to conceal them by using multiple credit cards.

When we interviewed [redacted], she said that sometime in July or August 2013, [redacted] asked her if his budget contained sufficient funds to outfit his new vehicle (**Attachments 26 and 27**). [redacted] did not recall [redacted] telling her how much money he needed. She also did not know that he had already received the estimate. According to [redacted] merely asked how much money he had in his budget for the vehicle.

[redacted] said that at the time [redacted] was preparing to outfit his vehicle, [redacted] had spent significant money and resources preparing for the Burning Man Festival, an annual event held in Nevada's Black Rock Desert. As a result, she knew that [redacted] was close to meeting his spending threshold. According to [redacted] told her that he would move forward with the purchase.

[redacted] then reviewed [redacted] remaining discretionary funds and found that some previously obligated funds had been freed up, giving [redacted] an additional $10,000 in his budget. In a subsequent conversation with [redacted] she informed him of the additional money.

We attempted to contact [redacted] to schedule an interview but learned that he transferred from BLM to the [redacted] in [redacted] 2014. He then resigned from [redacted] on [redacted] [redacted] We made numerous attempts to contact him by telephone but he did not return our requests for an interview (**Attachment 28**).

We also interviewed [redacted] who provided us with a copy of a second estimate totaling $7,215.03, dated June 24, 2013, which he said he provided to [redacted] (**Attachment 29 and30**). This estimate differed from the version provided to us by [redacted] but was equal to the total amount later paid by BLM to Premier Vehicle Installation. [redacted] did not recall his interaction with [redacted] or whether [redacted] asked him to keep invoices under the micro-purchase limit. He explained, however, that he often works with customers who have purchase restrictions and tries to keep costs under their limit. He said that in those cases, he divides equipment and labor costs to keep prices down.

SUBJECT(S)

[redacted], Office of Law Enforcement and Security, Bureau of Land Management.

DISPOSITION

We are providing this report to the BLM Director for any action deemed appropriate.

ATTACHMENTS

1. Anonymous Hotline complaint, E000217, dated December 2, 2013.
2. IAR – Interview of (b) (7)(C) on January 15, 2014.
3. Transcript of interview with (b) (7)(C) on January 15, 2014.
4. Instruction Memorandum Number 2011-089, dated March 17, 2011.
5. IAR – Interview of (b) (7)(C) on December 19, 2013.
6. Transcript of interview with (b) (7)(C) on December 19, 2013.
7. Email from (b) (7)(C) (b) (7)(C), dated April 1, 2013.
8. Email exchange between (b) (7)(C) and (b) (7)(C), dated March 12, 2013
9. Email from (b) (7)(C) to (b) (7)(C), dated March 13, 2013.
10. Email from (b) (7)(C) to (b) (7)(C), dated March 18, 2013.
11. BLM Manual, H-9260, Chapter 12, Ordering & Equipping Law Enforcement Vehicles
12. Invoice from Truck Vault, dated July 19, 2014.
13. Invoice from Premier Vehicle Installation Incorporated, dated July 24, 2013.
14. Credit card receipt, dated July 26, 2013.
15. Invoice from Premier Vehicle Installation Incorporated, dated August 28, 2013.
16. Invoice from Premier Vehicle Installation Incorporated, dated September 28, 2013
17. Credit card receipt, dated October 29, 2014.
18. IAR – Interview of (b) (7)(C) on February 28, 2014.
19. Transcript of Interview with (b) (7)(C) on February 28, 2014.
20. IAR – Interview of (b) (7)(C) on February 12, 2014.
21. Transcript of interview with (b) (7)(C) on February 12, 2014.
22. Estimate from Premier Vehicle Installation Incorporated, dated November 29, 2012.
23. Estimate from Premier Vehicle Installation Incorporated, dated June 26, 2013.
24. Department of the Interior Integrated Charge Card Program Policy Manual
25. BLM, Washington Office, Charge Card Standard Operating Procedures
26. IAR – Interview of (b) (7)(C) on March 21, 2014.
27. Transcript of Interview of (b) (7)(C) on March 21, 2014.
28. IAR – Attempted contact of (b) (7)(C) on July 17, 2014.
29. IAR – Interview of (b) (7)(C) on February 11, 2014.
30. Invoice from Premier Vehicle Installation Incorporated, dated June 24, 2013.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-PI-14-0244-I
Reporting Office **Program Integrity Division**	**Report Date** **December 16, 2014**
Report Subject **Report of Investigation**	

SYNOPSIS

The Office of Inspector General (OIG) investigated several confidential complaints against (b) (7)(C) (b) (7)(C) Cultural Resources, Partnerships, and Science (CRPS), National Park Service (NPS). The complainant alleged that in 2012 (b) (7)(C) directed NPS to award a cooperative agreement to the National Collaborative for Women's History Sites (NCWHS), which is operated by (b) (7)(C) a former NPS employee who is friends with (b) (7)(C) The complainant also alleged that NCWHS was not uniquely qualified to complete the cooperative agreement because it did not have the required capability, knowledge, or expertise. Finally, the complainant alleged that (b) (7)(C) and her (b) (7)(C) created a hostile work environment and retaliated against CRPS employees, and that (b) (7)(C) may have used Government travel for personal benefit.

While (b) (7)(C) said that her friendship with (b) (7)(C) did not influence her decision to initiate the agreement with NCWHS, she acknowledged that she did not disclose the relationship to NPS' Washington Contracting Office during the award process. Both the original contracting officer (CO) and the current CO said that (b) (7)(C) should have disclosed this information to help them avoid the appearance of a conflict of interest. The current CO did not feel, however, that (b) (7)(C) had attempted to steer his decisionmaking or that she had acted inappropriately with regard to the agreement. We also found no evidence that NCWHS failed to meet the "unique qualifications" standard for cooperative agreements.

The complaints related to work environment and potential retaliation (OIG Case No. OI-HQ-14-0723-G) were referred to the Office of Special Counsel. We referred the complaint about (b) (7)(C) travel (OIG Case No. OI-HQ-13-0286-R) to NPS for any action deemed appropriate.

Reporting Official/Title (b) (7)(C) /Special Agent	Signature Digitally signed.
Approving Official/Title (b) (7)(C) /RAC	Signature Digitally signed.

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DETAILS OF INVESTIGATION

On February 21, 2014, the Office of Inspector General (OIG) received several complaints against (b) (7)(C) the National Park Service's (NPS) (b) (7)(C) Cultural Resources, Partnerships, and Science (CRPS). The complainant alleged that (b) (7)(C) directed the award of a cooperative agreement to the National Collaborative for Women's History Sites (NCWHS) because of her friendship with (b) (7)(C) NCWHS. In addition, the complainant alleged that NCWHS was not uniquely qualified to do the work assigned to it under the cooperative agreement, and that (b) (7)(C) created a hostile work environment, retaliated against CRPS employees, and may have used Government travel for her personal benefit.

Award of Cooperative Agreement to NCWHS

A cooperative agreement is a legal instrument that establishes a relationship between a Federal agency and a State or local government, tribal government, or other recipient (**Attachment 1**). The principal purpose of a cooperative agreement is to transfer a thing of value to the recipient "to carry out a public purpose of support or stimulation." Both parties to the agreement must be substantially involved in the work of the agreement.

NPS awarded Cooperative Agreement No. P12AC30330 to NCWHS on May 29, 2012 (**Attachment 2**). The agreement's objective was for NCWHS to assist various historic preservation offices by researching archives and other repositories for historic information that would benefit the offices' preservation and interpretation programs. The cooperative agreement included an objective to develop the Women's Heritage Initiative Nominations and Workshop, which would assist with the evaluation, nomination, and designation of individual properties as national historic landmarks. A total of $94,994.98 in Federal funds was authorized under the cooperative agreement. Information from NPS' Washington Contracting Office indicated that $36,171.13 had been drawn down on the agreement as of September 15, 2014 (**Attachment 3**).

We interviewed (b) (7)(C) who explained how the agreement was created (**Attachments 4 through 7**). She said that NCWHS had a cooperative agreement with NPS' Northeast Regional Office for approximately 10 years, and when this agreement expired in late 2011 or early 2012, (b) (7)(C) contacted her and said that NCWHS wanted to enter into a cooperative agreement with NPS at the national level. (b) (7)(C) did not object to such an agreement because both NCWHS and CRPS were attempting to do similar types of work. Around this time, then-Secretary of the Interior Ken Salazar's office asked CRPS to develop some projects that would help to increase the U.S. Department of the Interior's (DOI) role in raising awareness of women's contributions to American history. (b) (7)(C) supervisor, (b) (7)(C), asked (b) (7)(C) to put together a project proposal for the initiative. (b) (7)(C) said that creating a cooperative agreement with NCWHS appeared to be a logical way to increase NPS' involvement in "telling women's history."

When asked to describe her relationship with NCWHS' (b) (7)(C) (b) (7)(C) told us that she had been friends with (b) (7)(C) for more than (b) (7)(C). She said that she and (b) (7)(C) had stayed at each other's homes and occasionally exchanged gifts. (b) (7)(C) corroborated these statements (**Attachments 8 and 9**).

(b) (7)(C) acknowledged that she did not disclose her friendship with (b) (7)(C) to (b) (7)(C) or to anyone in NPS' Washington Contracting Office, but said that she did not believe her involvement in the

agreement process constituted a conflict of interest (see Attachments 4 through 7). She said that the friendship did not influence her decision to initiate the agreement and that (b) (7)(C) had never compensated her in any way for her help or involvement with the agreement. She explained that it was "totally by happenstance" that (b) (7)(C) was the (b) (7)(C) NCWHS when the agreement was awarded, and she would have directed the agreement no matter who was (b) (7)(C) also told us that her required annual DOI ethics training was up to date, and she did not believe that her involvement in the agreement created ethical issues because NCWHS was a nonprofit organization that CRPS would have worked with even if (b) (7)(C) were not the (b) (7)(C) and (b) (7)(C) both said that (b) (7)(C) had not arranged or negotiated for future employment at NCWHS.

(b) (7)(C) confirmed that she had asked (b) (7)(C) to lead NPS' efforts to meet the goals of the women's history initiative (**Attachments 10 and 11**). She said that (b) (7)(C) talked to her about a cooperative agreement with NCWHS, and (b) (7)(C) agreed with (b) (7)(C) that the organization would be a good choice because it had a good reputation and was established in the field of women's history. According to (b) (7)(C) (b) (7)(C) did not seem to be promoting an agreement with NCWHS. (b) (7)(C) said that neither she nor anyone else directed (b) (7)(C) to initiate a cooperative agreement with NCWHS, only that (b) (7)(C) recommended NCWHS and (b) (7)(C) concurred.

We asked (b) (7)(C) if she had known about (b) (7)(C) and (b) (7)(C) friendship when these conversations about the potential agreement took place. She replied that she had not been aware at the time that the two were close friends who socialized together outside of work, but she did not believe that (b) (7)(C) influenced the awarding of the agreement to NCWHS because of her friendship with (b) (7)(C) She said, however, that while (b) (7)(C) had a great deal of integrity, she probably should have contacted an ethics official to discuss her close friendship with (b) (7)(C)

The original contracting officer (CO) and awarding official for the agreement, (b) (7)(C) (b) (7)(C), Washington Contracting Office, said that (b) (7)(C) should have notified her office about the friendship so that contracting staff could have made sure they were not executing an agreement with the appearance of a conflict of interest (**Attachments 12 and 13**). (b) (7)(C) also said that she would probably have involved DOI's Office of the Solicitor to help find a solution for any potential conflicts.

The current (b) (7)(C), also of the Washington Contracting Office, told us that (b) (7)(C) and (b) (7)(C) friendship did not automatically mean a conflict of interest existed; however, like (b) (7)(C) he said that (b) (7)(C) should have disclosed the relationship to the Contracting Office (**Attachments 14 and 15**). (b) (7)(C) did not feel that (b) (7)(C) had attempted to steer his decisionmaking or that she had acted inappropriately about the agreement.

We reviewed 5 C.F.R. part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch," for guidance on whether (b) (7)(C) was required to disclose her friendship with (b) (7)(C) (**Attachment 16**). According to 5 C.F.R. § 2635.101 (b)(8): "Employees shall act impartially and not give preferential treatment to any private organization or individual." Further, 5 C.F.R. § 2635.101 (b)(14) requires employees to "endeavor to avoid any actions *creating the appearance* that they are violating the law or the ethical standards set forth in this part [emphasis added]" and states that an appearance of a violation is determined "from the perspective of a reasonable person with knowledge of the relevant facts." If an employee is concerned that a relationship would raise a question about the employee's impartiality in a particular matter, the employee should follow the process set forth in the ethics regulations to determine whether he or she should participate in the matter (5 C.F.R. § 2635.502

(a)). To determine whether a relationship would cause a reasonable person to question the employee's impartiality in a matter, the employee may seek the assistance of his or her supervisor or an agency ethics official.

NCWHS' Qualifications for Accomplishing the Cooperative Agreement

According to DOI's Departmental Manual (505 DM 2), in order for an agreement to be awarded without competition, it must satisfy certain criteria, including demonstrating that the recipient is uniquely qualified to perform the tasks under the agreement (see Attachment 1). The recipient is considered uniquely qualified based on a variety of factors, such as location, property ownership, voluntary support capacity, cost-sharing ability (if applicable), or technical expertise. Decisions to transfer funds under a cooperative agreement without engaging in competition must be able to withstand scrutiny. They should also protect the public interest and conform to management priorities, objectives, and statutory requirements. In addition, NPS' Agreements Handbook, Version 6, dated October 1, 2002, states that competition when awarding cooperative agreements is strongly encouraged, but it is not required if the awardee has been shown to be uniquely qualified (**Attachment 17**).

We reviewed justification documents from the NCWHS contract file explaining why Cooperative Agreement No. P12AC30330 was not competitively awarded (**Attachment 18**). According to the documents, competition for the agreement was considered but was ultimately rejected because of NCWHS' unique qualifications. The documents stated that NCWHS was the organization best suited for the project because "[t]he exclusive mission of NCWHS to focus on the depth and breadth of American women's historical sites makes it unique among American learned societies. . . . Because of its focus, NCWHS can support the mission of the NPS in ways other organizations cannot." According to the documents, other organizations were either too broad or too narrow in focus.

(b) (7)(C) said that her office relied on the professional opinion of NPS (b) (7)(C) as to whether NCWHS was uniquely qualified to fulfill the tasks in the cooperative agreement (see Attachments 12 and 13). She said that the recipient of an agreement only needed to demonstrate that it could do the work that another entity might not be able to perform.

(b) (7)(C) told us that no one in NPS or DOI had ever voiced concerns to him about using the justification document to complete the cooperative agreement (see Attachments 14 and 15). In addition, he indicated that NCWHS had been putting forth a "good faith effort" to accomplish the objectives of the cooperative agreement and thus would be entitled to payment; NCWHS had drafted a nomination for a new national historic site and had successfully hosted the Women's Heritage workshop. He said that overall NPS was satisfied with NCWHS' performance.

(b) (7)(C) said that NCWHS was unique in that it had worked with NPS consistently on identifying and interpreting women's history and employed preeminent historians (see Attachments 4 through 7). She also said that NCWHS had a proven "track record" with NPS' Northeast Region, and former NPS employees such as (b) (7)(C) were familiar with related NPS programs and knew NPS' needs. While many researchers work with women's history, she said, she was not aware of another group of women historians with the same qualifications as NCWHS.

We also asked (b) (7)(C) and (b) (7)(C) whether they believed that NCWHS was uniquely capable of meeting the goals and requirements of the agreement. (b) (7)(C) said that he believed NCWHS was the

best organization to achieve the objectives of the agreement, and that NCWHS was uniquely qualified because there was no other organization whose primary function was to assist NPS with interpreting women's history (**Attachments 19 and 20**). (b) (7)(C) also stated that NCWHS was uniquely capable of meeting the agreement's requirements because, unlike other academic organizations in the field of women's history, NCWHS had actual experience working with parks and historic sites (see Attachments 8 and 9). (b) (7)(C) felt that NCWHS was a good match for the type of work NPS was doing with regard to the initiative, but she did not know the organization well enough to say it was uniquely qualified (see Attachments 10 and 11).

Alleged Hostile Work Environment, Retaliation, and Abuse of Travel

In addition to the allegations concerning the NCWHS agreement, the confidential complainant reported that (b) (7)(C) and her (b) (7)(C), created a hostile work environment and retaliated against employees. The complainant alleged that (b) (7)(C) and (b) (7)(C) intended to reorganize CRPS, which would result in a potential position downgrade for the complainant and other CRPS employees. The complainant also stated that two CRPS employees were not allowed to attend a conference and that (b) (7)(C) made professionally threatening comments about the complainant. These complaints were addressed under OIG Case No. OI-HQ-14-0723-G and reviewed by the OIG Whistleblower Protection office. The complainant was referred to the Office of Special Counsel.

The complainant also reported that (b) (7)(C) may have used Government travel for personal benefit. We referred this allegation to NPS under OIG Case No. OI-HQ-13-0286-R for any action deemed appropriate. NPS responded on October 21, 2013, stating that all of (b) (7)(C) travel had been approved by NPS (b) (7)(C).

SUBJECT(S)

(b) (7)(C) CRPS, NPS.

DISPOSITION

We are providing this report to the Director of NPS for any action deemed appropriate.

ATTACHMENTS

1. Department of the Interior, Departmental Manual, Part 505, Chapter 2, "Procurement Contracts, Grant and Cooperative Agreements."
2. Cooperative Agreement No. P12AC30330, dated May 29, 2012.
3. IAR – TA Draw Down Information, dated September 15, 2014.
4. IAR – Interview of (b) (7)(C) on May 29, 2014.
5. Transcript of interview of (b) (7)(C) on May 29, 2014.
6. IAR – Interview of (b) (7)(C) on July 14, 2014.
7. Transcript of interview of (b) (7)(C) on July 14, 2014.
8. IAR – Interview of (b) (7)(C) on June 5, 2014.
9. Transcript of interview of (b) (7)(C) on June 5, 2014.
10. IAR – Interview of (b) (7)(C) on August 13, 2014.
11. Transcript of interview of (b) (7)(C) on August 13, 2014.
12. IAR – Interview of (b) (7)(C) on May 16, 2014.

13. Transcript of interview of (b) (7)(C) on May 16, 2014.
14. IAR – Interview of (b) (7)(C) on May 7, 2014.
15. Transcript of interview of (b) (7)(C) on May 7, 2014.
16. 5 C.F.R. part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch."
17. NPS Agreements Handbook, Version 6, dated October 1, 2002.
18. Justification Document for Cooperative Agreement No. P12AC30330.
19. IAR – Interview of (b) (7)(C) on June 17, 2014.
20. Transcript of interview of (b) (7)(C) on June 17, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
USPP Mismanagement of an Accident Investigation	OI-PI-15-0020-I
Reporting Office	**Report Date**
Program Integrity Division	May 11, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

We initiated this investigation based on a complaint from (b) (7)(C), a private citizen, alleging that the U.S. Park Police's (USPP) Internal Affairs Unit (IAU) failed to adequately investigate his complaint that Officer (b) (7)(C) falsified an investigative report documenting a bicycle collision involving (b) (7)(C) on a trail near the Golden Gate Bridge Plaza on February 15, 2014. (b) (7)(C) also alleged that the National Park Service's Freedom of Information Act (FOIA) office had not acted on his FOIA request for a copy of (b) (7)(C) incident report and the written statement from the other party in the collision.

(b) (7)(C) alleged that IAU mismanaged the internal investigation by assigning his complaint to a coworker of (b) (7)(C) to investigate. (b) (7)(C) questioned why his complaint was not investigated by IAU, and when the results of the internal investigation proved inconclusive, he claimed that the investigation was incomplete. He also accused (b) (7)(C) and (b) (7)(C) of IAU of approving an incomplete report.

Our investigation determined that USPP followed agency policies and procedures in addressing (b) (7)(C) complaint. We found that (b) (7)(C) filed a personnel complaint with IAU, which referred it to the USPP (b) (7)(C) Field Office to be investigated by the Field Operations Division. The investigation was conducted by (b) (7)(C) and once completed, was approved by (b) (7)(C) at the field office. On May 22, 2014, (b) (7)(C) (b) (7)(C), the (b) (7)(C) Office of Professional Responsibility, concurred with the investigative findings, closing the investigation. We also found that (b) (7)(C) and (b) (7)(C) were not responsible for reviewing or approving the completed investigative report. During (b) (7)(C) interview, he said that the FOIA office subsequently provided all documents that he had requested.

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

Authentication Number: B3342E1FDD5EE8533125D6DA7332A493

BACKGROUND

When the U.S. Park Police (USPP), National Park Service (NPS), receives a complaint about the conduct of its personnel, the course of investigation depends on the nature of the complaint. USPP's Internal Affairs Unit (IAU) investigates allegations of off-duty misconduct or any criminal misconduct by USPP personnel, or as otherwise directed by the chief of police (**Attachment 1**). Infractions of USPP policy or allegations of misconduct that occurred during an officer's on-duty time are investigated by the appropriate USPP division.

Personnel complaints resolved at the division level are forwarded to the Commander of the Office of Professional Responsibility (OPR), who reviews the results for the appropriateness of the disposition and the thoroughness of the investigation

DETAILS OF INVESTIGATION

We initiated this investigation based on a complaint we received in October 2014 from (b) (7)(C) (b) (7)(C) a private citizen, alleging that IAU mismanaged an internal investigation into his complaint that Officer (b) (7)(C) fabricated information and falsified a report documenting a bicycle collision involving (b) (7)(C) on February 15, 2014 (**Attachments 2 and 3**). In his complaint to IAU, (b) (7)(C) also alleged that NPS' Freedom of Information Act (FOIA) office had failed to act on his request for a copy of the police report and written statement from the other party in the collision.

We interviewed (b) (7)(C) who said that he filed a personnel complaint with IAU alleging that (b) (7)(C) falsified the incident report and fabricated evidence by claiming that (b) (7)(C) made a statement to him at the scene of the collision (**Attachments 4 and 5,** and see Attachment 3). (b) (7)(C) told us that he disputed (b) (7)(C)'s investigative findings and also alleged that (b) (7)(C) wrongly issued him a citation charging him with unsafe operation of a vehicle (per 36 C.F.R. § 4.22 (b)(3)), based on incomplete and erroneous information. (b) (7)(C) said that he later appeared in Federal court and the charge against him was dismissed.

In a 3-page rebuttal to (b) (7)(C) incident report, dated March 5, 2014, (b) (7)(C) alleged that (b) (7)(C) was lying and maintained that he never spoke to (b) (7)(C) at the scene (**Attachment 6**). (b) (7)(C) also accused (b) (7)(C) of intentionally omitting certain information from the report that would have proven the other party at fault, and of leaving a rude voicemail message when (b) (7)(C) requested assistance in locating his bicycle, which had been taken into custody by emergency responders at the scene of the accident.

We interviewed (b) (7)(C), the IAU (b) (7)(C) about the internal handling of (b) (7)(C) personnel complaint. (b) (7)(C) explained that IAU investigates allegations of off-duty misconduct or criminal misconduct by USPP employees (**Attachments 7 and 8**). He said that complaints related to on-duty conduct by USPP personnel that are not criminal in nature—such as (b) (7)(C) complaint—are generally investigated by the field office to which the employee is assigned. (b) (7)(C) also explained that personnel investigations conducted by field office employees, once completed, are reviewed by the field office lieutenant and captain and then forwarded to the OPR commander. IAU is the repository for all administrative and personnel investigative files, whether conducted by IAU or by another USPP division.

Since (b) (7)(C) complaint involved allegations of on-duty misconduct, it was forwarded by IAU to the (b) (7)(C) Field Office, where it was assigned to (b) (7)(C) to investigate (**Attachment 9**). We reviewed the completed investigative file prepared by (b) (7)(C) and found that (b) (7)(C) complaint was classified into two allegations about (b) (7)(C) (1) that (b) (7)(C) completed an inaccurate report; and (2) that (b) (7)(C) behavior was unprofessional. During his investigation, (b) (7)(C) obtained conflicting statements from (b) (7)(C) and (b) (7)(C) regarding whether (b) (7)(C) spoke to (b) (7)(C) at the scene of the collision and concluded that there was insufficient evidence to either substantiate or dispute the allegation of an inaccurate report. (b) (7)(C) also found that the voicemail message left by (b) (7)(C) on (b) (7)(C) cell phone was "in a calm and respectful tone" and did not constitute unprofessional conduct.

On May 13, 2014, (b) (7)(C) submitted his completed report of investigation to (b) (7)(C), (b) (7)(C) at the (b) (7)(C) Field Office, for review. (b) (7)(C) concurred with (b) (7)(C) findings and forwarded the report to (b) (7)(C), the (b) (7)(C) OPR, who also concurred with (b) (7)(C) report; his signature on May 22, 2014, closed the investigation. The investigative file was then sent to IAU to be filed.

(b) (7)(C) explained that IAU does not officially review all reports of internal investigations conducted by the Field Operations Division, but it does review cases with sustained findings for completeness (see Attachments 7 and 8). He said that cases with unsustained or exonerated findings do not typically receive that level of review at IAU.

(b) (7)(C) said that his first contact with (b) (7)(C) occurred sometime during the fall of 2014, after (b) (7)(C) completed his investigation into (b) (7)(C) complaint. (b) (7)(C) recalled that (b) (7)(C) contacted him by telephone to discuss a problem he had obtaining information through the FOIA process. According to (b) (7)(C) attempted to engage him in an argument over details in the report. (b) (7)(C) explained to (b) (7)(C) that it was IAU policy to not discuss the results of internal investigations with complainants, and when it was apparent that (b) (7)(C) was not satisfied by his responses, (b) (7)(C) suggested that (b) (7)(C) contact the Office of Inspector General (OIG). (b) (7)(C) told us that he felt frustrated about the outcome of the internal investigation and when he spoke with (b) (7)(C) he felt that (b) (7)(C) was unwilling to further discuss the handling of the investigation with him; he then made his complaint to OIG (see Attachments 4 and 5).

(b) (7)(C) at IAU advised that he was initially contacted by (b) (7)(C) sometime during the summer of 2014 (**Attachments 10 and 11**). (b) (7)(C) told (b) (7)(C) that he had been involved in a bicycle accident and was attempting to locate his bicycle.

(b) (7)(C) recalled that he had at least one additional telephone conversation with (b) (7)(C) within 2 weeks of their initial conversation. According to (b) (7)(C) felt that (b) (7)(C) did not conduct a proper investigation. (b) (7)(C) also alleged to (b) (7)(C) that (b) (7)(C) never interviewed him about the bicycle accident and wrongfully issued him a citation.

(b) (7)(C) said that he never reviewed the completed internal investigative file. He explained that because the investigation was conducted by field office personnel, there was no reason for him to review it.

Regarding the FOIA request, (b) (7)(C) advised that since filing his OIG complaint, he has received all requested documents from the NPS FOIA office (see Attachments 4 and 5).

SUBJECT(S)

1. [redacted], Internal Affairs Unit, USPP.
2. [redacted], Internal Affairs Unit, USPP.

DISPOSITION

We are providing this report to the USPP Chief for any action deemed appropriate.

ATTACHMENTS

1. USPP General Order 32.04, Personnel and Administrative Complaints.
2. OIG hotline complaint, E000499, dated October 7, 2014.
3. USPP Incident Report No. PP14013776, dated February 26, 2014.
4. Investigative Activity Report (IAR) – Interview of [redacted] on November 21, 2014.
5. Transcript of interview with [redacted] on November 21, 2014.
6. Written rebuttal submitted by [redacted] on March 5, 2014.
7. IAR – Interview of [redacted] on February 4, 2015.
8. Transcript of interview with [redacted] on February 4, 2015.
9. Case file for USPP Personnel Complaint – IAU No. 14-017 / USPP No. 14-21376.
10. IAR – Interview of [redacted] on February 4, 2015.
11. Transcript of interview with [redacted] on February 4, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
BIA Wildland Fire Arson	OI-CO-12-0338-I
Reporting Office	**Report Date**
Lakewood, CO	December 13, 2012
Report Subject	
Report of Investigation	

SYNOPSIS

This investigation was initiated on May 3, 2012, based upon information received from the Bureau of Land Management's (BLM) Office of Law Enforcement and Security (OLES). It was alleged that Administratively Determined tribal firefighters at the Fort Yuma Agency, Bureau of Indian Affairs (BIA), U.S. Department of the Interior (DOI), as well as federally-employed BIA firefighters, had either intentionally started fires on tribal or BLM administered public lands, or were paying someone else to start the fires. It was further alleged that the fires were started so the firefighters could obtain payment in the form of hazard pay from the Federal Government for their suppression activities. Several individuals were identified as being responsible for starting the fires, specifically, (b) (7)(C) (b) (7)(C) and (b) (7)(C) This investigation was conducted jointly with special agents with BLM OLES.

Investigation determined that (b) (7)(C) and (b) (7)(C) were directly involved in starting 37 fires on BLM, tribal, and state trust lands in New Mexico, Arizona and California between the years 2009 and 2012. (b) (7)(C) was interviewed by investigators and provided details regarding his involvement in starting the majority of the fires. Although (b) (7)(C) denied involvement in starting fires to receive hazard pay, (b) (7)(C) provided substantial details to investigators regarding (b) (7)(C) involvement and acceptance of cash to start fires. (b) (7)(C) was interviewed and admitted he had knowledge of (b) (7)(C) involvement in starting fires since April 2009. In addition to (b) (7)(C) (b) (7)(C) and (b) (7)(C) investigation identified a number of other individuals involved in starting fires, or with knowledge of individuals starting fires.

This matter has been referred to the U.S. Attorney's Office, District of (b) (7)(C) and is being considered for prosecutive action.

Reporting Official/Title	Signature
(b) (7)(C), Special Agent	
Approving Official/Title	Signature
(b) (7)(C), Special Agent in Charge	

Authentication Number: CF88FDE0BF712AB20930EE40CAB15C51

BACKGROUND

The following information was obtained from the BIA-NIFIC Blue Book, *Http://www.bia.gov/nifc/bluebook/index.htm):*

The BIA Wildland Fire Management Program has a long history of providing emergency fire fighter (EFF) crews as its contribution to the national Wildland fire suppression effort. Nearly 50% of all Type 2 Crews are Native American Indian EFF crews. The EFF program provides an important employment opportunity to the tribes.

For the Bureau, Type 2 crews usually consist of agency personnel, contract crews, or emergency fire fighters (EFF). These crews are formed into 20-person firefighting crews for fire line duties or 10 person crews for fire camp support. The BIA Type 2 firefighting crews and camp crews typically consist of local individuals that are hired under the Department of the Interior (DOI) Administratively Determined (AD) Pay Plan for Emergency Workers. They are hired for the duration of the emergency and then released from employment.

1. Policy

a. The BIA EFF Crew program is a cooperative effort between the BIA and Tribes to set standardized operation procedures, guidelines and policy for management and administration of BIA sponsored EFF crews.
b. In addition, the following handbooks and guides provide information relevant to program operations.

- National Interagency Mobilization Guide
- Geographical Area Mobilization Guides
- Interagency Incident Business Management Handbook
- Fire line Handbook
- Local and Regional Crew Guides and Annual Operating Plans

c. Regional and/or geographical EFF Crew Management Boards or designated equivalents are established to provide program accountability, operational oversight and compliance to NWCG and Interagency Wildland fire qualifications standards.
d. The EFF crew program will uses the annually revised AD Pay Plan to employ, pay, classify, and establish conditions of hire for all individuals. In addition, local conditions of hire may be implemented.

2. Mission

a. Provide organized, skilled crews for Wildland fire operations by instilling standards, funding and operational consistency throughout the Bureau's wildland fire program.
b. Provide local, regional and national crew resources as the Bureau's contribution and fair share to the Wildland fire management effort.
c. Work with Tribes to enhance employment opportunities, and support the long term tradition of Native American Indian Fire Fighters.

3. Crew Organization

a. Fire Fighting Crews

- Crew composition shall consist of one Crew Boss, a minimum of three Squad Bosses, and 16 Crew Members. Crew size, including trainees shall not exceed 20 persons. In no instance will a crew be dispatched with less than 18 persons.
- The minimum number of inexperienced personnel shall not exceed 12 on any one crew of 20 members.
- A Crew Representative may accompany a crew when dispatched outside of the local unit's jurisdiction. The Crew Representative is responsible for all administrative duties such as time keeping, commissary, accident reports and follow-ups, etc.
- An EFF crew member is responsible for abiding by the "Conditions of Hire" and "Rules of Conduct" and to conduct their selves in a work-safe manner at all times.

b. Camp Crews

- An EFF Camp Crew will be composed of approximately 10 members. A Camp Crew Leader will be identified for each crew. There are no designated squad boss positions on BIA camp crews.
- The Camp Crew Leader is responsible for work effectiveness, safety, conduct, welfare, discipline, and leadership. The Camp Crew Leader will report directly to the Facilities Unit Leader, who will have the administrative duties otherwise fulfilled by a Crew Representative.
- Camp Crew Members are responsible for abiding by the "Conditions-of-Hire", and "Rules of Conduct", and to conduct him/herself in a work-safe manner at all times.

4. National Minimum Standards (Physical Fitness and Training) for Fire Fighters

a. Assigned crew overhead (crew boss/squad boss) must meet the minimum standards set forth in NWCG Wildland Fire Qualification System Guide (PMS 310-1).
b. Individuals must meet the arduous physical fitness level as defined in the Fitness and Work Capacity publication.
c. Individuals must be available for 14-day minimum assignment, excluding travel.
d. Crew members are required to have completed S-130 and S-190 and annual refresher training prior to crew assignment. Field exercises that compliment classroom training are recommended.

DETAILS OF INVESTIGATION

On April 24, 2012, a Confidential Source (CS-1) contacted BLM law enforcement and claimed that Administratively Determined (AD) firefighters at BIA's Fort Yuma Agency were intentionally starting fires on tribal or BLM administered public lands in order to obtain hazard pay. CS-1 identified (b) (7)(C) (b) (7)(C) and (b) (7)(C) as two individuals who started the Laguna Fire in May 2011. On that same date, CS-1 informed BLM Special Agent (b) (7)(C) that (b) (7)(C) informed CS-1 that (b) (7)(C) and (b) (7)(C) were planning on setting a fire the next morning on April 25, 2012. CS-1 said that (b) (7)(C) asked CS-1 if he wanted to pay (b) (7)(C) to start the fire. CS-1 told (b) (7)(C) that he would drive to Yuma, AZ and pay (b) (7)(C) the next morning **(Attachment 1)**.

On April 25, 2012 BLM Special Agents (SA's) and Law Enforcement Rangers met with CS-1 at the

BLM Field Office in Yuma, AZ to conduct a buy operation. The buy operation included an exchange of money from CS-1 to (b) (7)(C) The following is a summary of the activities that subsequently occurred relative to this buy operation:

- At 8:33 a.m., BLM special agents recorded a consensually monitored telephone call between CS-1 and (b) (7)(C) During this call, CS-1 asked (b) (7)(C) if (b) (7)(C) would be willing to ignite a fire so that CS-1 and (b) (7)(C) would be called by the BIA and receive payment for suppression work. (b) (7)(C) stated that due to the weather conditions and lack of wind, the fire may not start, but he ((b) (7)(C) would try anyway. (b) (7)(C) told CS-1 that he would contact (b) (7)(C) and ask if he would be willing to start the fire.

- (b) (7)(C) later telephoned CS-1 and said that he contacted (b) (7)(C) and that (b) (7)(C) would be willing to ignite a fire for $150.00 dollars. (b) (7)(C) told CS-1 that (b) (7)(C) would meet CS-1 at the Jack-in-the-Box restaurant located at 4th Avenue and 1st Street in Yuma, (b) (7)(C) further stated that (b) (7)(C) would be driving an older model (b) (7)(C).

- BLM SA's subsequently set up surveillance at the Jack-in-the-Box restaurant located at the above mentioned address. At 10:12 a.m., agents observed (b) (7)(C) and (b) (7)(C), later identified as (b) (7)(C); arrive at Jack-in-the-Box in a (b) (7)(C) bearing (b) (7)(C) license plate number (b) (7)(C) was observed meeting with CS-1, who gave (b) (7)(C) $150 dollars cash, consisting of seven $20 dollar bills and one $10 dollar bill. After receiving the payment, (b) (7)(C) and (b) (7)(C) were observed leaving CS-1 and driving across the street to a Circle K store. (b) (7)(C) was then observed pulling up next to a (b) (7)(C) bearing (b) (7)(C) license plate number (b) (7)(C). It was determined that the (b) (7)(C) was registered to a (b) (7)(C).

  *(**Agents Note:** CS-1 told Agents the night before that (b) (7)(C) drove a (b) (7)(C) with (b) (7)(C) license plate number (b) (7)(C)).*

- After a few minutes, (b) (7)(C) drove away to his (b) (7)(C) house located at (b) (7)(C) CS-1 reported that during his/her meeting with (b) (7)(C) admitted that he was responsible for starting the Laguna fire. The surveillance team saw (b) (7)(C) leave his (b) (7)(C) house in Winterhaven and drive to Yuma and then back to the Quechan Reservation. The surveillance team followed (b) (7)(C) till approximately 11:30 a.m., and then lost sight of (b) (7)(C) and could not relocate him that day **(Attachment 2)**.

On May 3, 2012, after receiving a request for investigative assistance, OIG Special Agents joined the investigation.

Between May 22, 2012 and June 4, 2012, a (b) (7)(E) (b) (7)(C) (b) (7)(C) bearing (b) (7)(C) (b) (7)(E) (b) (7)(C). The information obtained through use of the (b) (7)(E) disclosed no information regarding (b) (7)(C) role in starting fires **(Attachment 3)**.

Interview of (b) (7)(C)

On May 31, 2012, (b) (7)(C) was interviewed by OIG and BLM special agents. (b) (7)(C) said he manages the BIA fire programs at Fort Yuma and the

(b) (7)(C) reported his job duties were similar to a (b) (7)(C).

(b) (7)(C) reported in September of 2009 he received information from FWS employee (b) (7)(C) that BIA (b) (7)(C) and (b) (7)(C) was involved in starting fires. (b) (7)(C) said he contacted Wildland Fire Investigator (b) (7)(C) Foot at the National Interagency Fire Center (NIFC) in Boise, Idaho, but as far as he knew an investigation was not conducted (b) (7)(C) said at that point he realized he needed a Wildland Fire Investigator for the Fort Yuma area. (b) (7)(C) said the BIA developed a Delegation of Authority with the BLM, which allowed the BLM to investigate fires on tribal or reservation lands. The BLM Fire Investigator was (b) (7)(C)

(b) (7)(C) said after talking with (b) (7)(C) about (b) (7)(C) he had a better understanding that (b) (7)(C) had been suspected in the past of starting fires, but there was no real evidence. (b) (7)(C) reported every time he (b) (7)(C) was out of the area, fires occurred. (b) (7)(C) said some of the fires were legitimate in nature, but some were also suspicious. (b) (7)(C) said he also noticed the times of the fires were always an hour or two after (b) (7)(C) got off work, which was 1600 hours. (b) (7)(C) stated when he changed (b) (7)(C) work schedule from 0900 hours to 1800 hours; it mitigated the fire problem for a while.

(b) (7)(C) said another issue he noticed with (b) (7)(C) was that (b) (7)(C) fire reports (1202 Form) were lacking in details as to what (b) (7)(C) saw when he arrived on scene, if a fire investigator was requested and what investigative steps had been taken. (b) (7)(C) said per BIA policy a fire investigator is to be requested if one is available for all fires. (b) (7)(C) reported the priority when arriving at a fire is to fight the fire and protect the point of origin. (b) (7)(C) said (b) (7)(C) has a tendency not to protect the point of origin or he aggressively attacked the point of or origin.

(b) (7)(C) reported after the New Sub fire (April 2, 2012) he heard a rumor from FWS employee (b)(7)(C) (b) (7)(C) about a bounty for fires. (b) (7)(C) said (b) (7)(C) told him that BIA firefighters were paying to start fires. He reported he immediately called (b) (7)(C) (b) (7)(C) said after receiving the information from (b) (7)(C) everything became clear regarding (b) (7)(C) behavior over the past years from times of fires starting, to (b) (7)(C) not protecting the point of origin at fires.

In response to questions regarding devices that could be used to start a fire, (b) (7)(C) described Stubby flares as small canisters that are used to burn off areas during a fire. (b) (7)(C) said only fire agencies could purchase the flares. (b) (7)(C) said BIA (b) (7)(C) does not use Stubby flares, but after the New Sub fire he had received a request from BLM to replace 50, that had been given to (b) (7)(C) and other members of the BIA firefighting crew **(Attachment 4)**.

Interview of (b) (7)(C)

On June 4, 2012, OIG SA's interviewed (b) (7)(C), BIA. (b)(7)(C) said he (b) (7)(C) the BIA (b) (7)(C) within the states of Arizona, Utah, Nevada, California, Idaho and Oregon. (b)(7)(C) said he coordinates with the field level FMO's providing technical assistance from budgets to training to making sure everyone is prepared for the fire season.

(b) (7)(C) said he was aware of suspicious fires in the Yuma area. (b)(7)(C) said he had been briefed by (b) (7)(C) within the last two months. (b)(7)(C) said as he understood a firefighter came forward to the BIA and BLM to report a group of BIA firefighters had been conspiring to start fires so they could get paid. (b)(7)(C)

reported the AD Pay Plan for firefighters is a DOI program. [redacted] said the AD firefighters are paid through the BIA Emergency Operations Account.

[redacted] said in 2000 there was a similar incident with an individual at Fort Yuma. [redacted] said [redacted] a BIA AD Firefighter, admitted to starting fires. [redacted] said he did not know any of the details regarding [redacted] only that there was an investigation **(Attachment 5)**.

From June 4 through June 10, 2012, BLM and OIG SA's conducted a joint covert operation in Yuma, Arizona. On June 6th, agents attached a recording and transmission device on CS-1. CS-1 also wore the recording and transmission device on the night of June 6th to the [redacted] bar where he met with [redacted] A segment of recorded conversation includes [redacted] telling CS-1 that the Laguna Fire, which was set in May of 2011, was a makeup fire for the Baby fire, which was set five days earlier. [redacted] told CS-1 that he ([redacted] was with [redacted] in a vehicle and saw [redacted] throw a fusee out of the window **(Attachment 6)**.

*(**Agent's Note:** A fusee is used by fire fighters to initiate back fires.)*

Interview of [redacted]

On July 30, 2012, [redacted] BLM, [redacted] was interviewed by OIG and BLM agents. [redacted] reported besides being a [redacted] he is a fully qualified [redacted]. [redacted] reported the BIA Fort Yuma area has a history of irregular fire occurrences. [redacted] said he has the delegation of authority to conduct wildland fire investigations in the Fort Yuma area through a memorandum of understanding (MOU). [redacted] said over the last couple of years the intensity of fires has increased. [redacted] explained that the Fort Yuma authorities were aware that there was a problem. He said the BIA Fire Management Officer (FMO) [redacted] told him that the [redacted] tribe wanted to know how the fires were being started, how they could stop them, and how it could be addressed properly through law enforcement channels. [redacted] asked for additional law enforcement support through both the tribal and Imperial County Sherriff's Office (ICSO) in 2010, but received none. On numerous occasions, [redacted] requested a BIA special agent to assist because of suspicious fire sets, but received no cooperation.

In 2009, [redacted] started documenting a high occurrence of human caused fires. During this time, [redacted] believed that fires were being set by hot starts. [redacted] said that the arsonist behavior indicated that they knew little about starting fires. Over the next couple of years, [redacted] began identifying a progression of tactics; arsonists were using weather and terrain to their advantage, and lighting at multiple set points. [redacted] started to see a progression in the amount of fires being set and the way they were burning.

[redacted] said that the Haughtilin fire, which was on May 6, 2010, had two points of origin. [redacted] went to the BIA, and informed [redacted] that one or two people on the BIA fire crew could be involved in setting illegal fires. [redacted] said he also informed BIA Special Agent [redacted] of his findings.

[redacted] said that he investigated the Bautista fire, which occurred on April 3, 2009. [redacted] and BLM Law Enforcement [redacted] interviewed [redacted] claimed that he saw and reported the [redacted] fire. [redacted] said that he was traveling along the levee in his government vehicle and saw smoke, stopped, and reported the fire to dispatch. [redacted] said that [redacted] displayed

nervousness during the interview, i.e. shaking, sweating.

(b) (7)(C) said (b) (7)(C) had arrived at multiple fires in government fire engines to provide suppression support. When he arrives and begins working, he destroys the point of origin, and any evidence on scene. (b) (7)(C) said that the Winterhaven fire crews also arrive on fires and usually destroys or disturbs the point of origin. (b) (7)(C) has provided training to the Winterhaven and BIA fire crews on protecting the point of origin, and securing evidence. Even after training both agencies, (b) (7)(C) feels that they have continued to provide reckless support and destroyed evidence. (b) (7)(C) finally advised them to stop interfering with fires or he would have them charged with obstruction of justice.

(b) (7)(C) said the Chop Shop fire (April 4, 2012), had four intentional ignition spots. (b) (7)(C) followed the burn area of (b) (7)(C) to the primary point of origin under a Salt Cedar. The area under the Salt Cedar had been destroyed by the fire crews and provided no evidence, including any type of ignition devices. (b) (7)(C) said that the suppression activities were conducted by (b) (7)(C)

(b) (7)(C) said that he found fire accelerant marks at the Missionary fire (August 11, 2010), and the Jackson fire (April 10, 2011). (b) (7)(C) said that AD firefighter (b) (7)(C) displayed suspicious behavior at these fires and did not cooperate with him during the fire investigations. (b) (7)(C) suspects that (b) (7)(C) may have started fires. (b) (7)(C) said that he feels that the BIA and (b) (7)(C) fire crews were working against him.

(b) (7)(C) said that during the New Sub fire (April 2, 2012), he noticed that BIA (b) (7)(C) Firefighter (b) (7)(C) boots matched the boot-prints in the soil at the point of origin. Imperial County Sheriff's Deputies interviewed (b) (7)(C) who was belligerent and denied any involvement in the fire.

(b) (7)(C) was out of town during the Laguna fire which occurred on May 17, 2011. A BIA fire investigator was called from Washington State. BLM Law Enforcement (b) (7)(C) was on scene soon after the Laguna fire was started and determined a possible point of origin (b) (7)(C) called (b) (7)(C) and described different types of burn indicators to him. (b) (7)(C) agreed that Conde had located the point of origin and asked him to cordon off the point of origin. When (b) (7)(C) returned back to the Yuma area he went out to where (b) (7)(C) had located the point of origin and confirmed that was the area where the fire was started.

(b) (7)(C) received the initial call to investigate the Chop Shop fire on April 19, 2012. (b) (7)(C) was the (b) (7)(C) told (b) (7)(C) that someone was cutting up a car and started the fire. (b) (7)(C) said he saw cart tracks going up and down the wash to an old abandoned Ford vehicle. The vehicle had recently been cut apart with a blow torch. Whoever cut the vehicle had carefully removed the gas tank and other parts of vehicle, removed vegetation debris, and meticulously cut the metal. (b) (7)(C) said that (b) (7) kept receiving phone calls from firefighters and he told them that he didn't need them. (b) (7)(C) reported when he told (b) (7)(C) that he identified three ignition points, (b) (7) began displaying nervous behavior. (b) (7)(C) then located a fourth point of origin. (b) (7)(C) located two stubbies lying out by the trail next to the road. The stubbies were twisted together. (b) (7)(C) concluded his investigation and left the Chop Shop fire.

While in route to the station (b) (7)(C) saw a smoke column, and responded to the Back Water fire. When (b) (7)(C) arrived on scene, he saw (b) (7)(C) who informed him that there was a man, (b) (7)(C), on the water in the fire area. FWS Firefighter (b) (7)(C) was driving (b) (7)(C) vehicle with (b) (7)(C) as a passenger. (b) (7)(C) said that (b) (7)(C) didn't think that (b) (7)

was able to drive due to being frightened from the fire. (b) (7)(C) said the flames were 30-40 feet high, and the fire was hot. (b) (7)(C) drove (b) (7)(C) through the fire into a safe area. (b) (7)(C) said (b) (7)(C) was visibly shaken, and was having a difficult time communicating. (b) (7)(C) said (b) (7)(C) was unable to write, so he wrote for him. (b) (7)(C) explained to (b) (7)(C) that he was fishing when he saw a (b) (7)(C) saw a male driving. The (b) (7)(C) was driven down to where (b) (7)(C) vehicle was parked and turned around. The (b) (7)(C) drove a short distance and parked, but (b) (7)(C) was never able to see the vehicle at that time. (b) (7)(C) said that he heard voices between a couple. Soon after the (b) (7)(C) left, (b) (7)(C) saw smoke in the area where the (b) (7)(C) had parked. (b) (7)(C) said he located tire tracks that swerved to the side of road near the point of origin. Near the point of origin, (b) (7)(C) found what appeared to be remnants of a burned out fusee.

(b) (7)(C) said that it is not common to have two fires in one day. (b) (7)(C) explained that the arsonists' initial attempts to get the Chop Shop fire a full blaze failed. He said since the Chop Shop fire was a failure, the arsonist may have wanted to start another larger fire that day, which was the Backwater.

(b) (7)(C) explained the Backwater fire was on Arizona State Trust land and he was stopped from completing his investigation due to lack of funding by Arizona State.

(b) (7)(C) explained that he investigated the Senator Fire which took place on March 15, 2012. The Senator fire was a night fire on BLM lands. (b) (7)(C) interviewed a witness, (b) (7)(C) who said he saw a red vehicle before the fire was started. (b) (7)(C) was unable to determine a source of ignition **(Attachment 7)**.

Initial interview of (b) (7)(C)

On August 3, 2012, BLM Special Agents and Law Enforcement Officers (LEO) (b) (7)(C) (b) (7)(C) red-colored Chevrolet Trailblazer. At this time, (b) (7)(C) agreed to participate in an interview and was accompanied by law enforcement officers to the Yuma County Sheriff's Office in Yuma, AZ. During his interview, (b) (7)(C) was provided a Miranda warning and agreed to voluntarily speak with investigators. (b) (7)(C) stated that he had been out of prison for seven months and was the "arson gun for hire." (b) (7)(C) also stated that (b) (7)(C) paid him money to start fires, and that other Fort Yuma firefighters contributed money in order to pay him to start fires. (b) (7)(C) further stated that (b) (7)(C) collects the money and gives it to him to start the fires.

(b) (7)(C) further stated that he started the Laguna fire with a homemade drip torch. He went on to describe 36 other fires that he and others started. (b) (7)(C) said that he started lighting fires in 2009 while he was an AD firefighter with the Fort Yuma BIA. (b) (7)(C) identified numerous Fort Yuma AD firefighters who either paid money to have fires started, or had intimate knowledge of (b) (7)(C) and (b) (7)(C) involvement in starting fires **(Attachment 8)**.

Initial interview of (b) (7)(C)

On August 3, 2012 BLM Special Agent and LEOs interviewed (b) (7)(C) at the BLM Yuma Field Office. (b) (7)(C) told agents he worked as a Firefighter (b) (7)(C) for the BIA Fort Yuma Fire Department. (b) (7)(C) has worked for the BIA since (b) (7)(C) and he was not familiar with illegal fires being set in the Yuma area. (b) (7)(C) said he did not know anything about fires being illegally started in the Fort Yuma area for profit **(Attachment 9)**.

Additional interviews of (b) (7)(C)

On August 7, 2012, (b) (7)(C) and his (b) (7)(C), were interviewed by OIG and BLM agents. During the interview, (b) (7) and (b) (7)(C) expressed continued cooperation in the investigation. (b) (7)(C) said he worked as an (b) (7)(C) Firefighter for the BIA, Fort Yuma Fire District from (b) (7)(C), (b) (7)(C). (b) (7)(C) also said he was a (b) (7)(C). (b) (7)(C) said he was supervised by (b) (7)(C) (b) (7)(C) and (b) (7)(C).

(b) (7)(C) reported (b) (7)(C) was the financial person who paid him to start fires on all occasions but one. (b) (7)(C) said (b) (7)(C) would ask him to do the AD firefighters a favor because they needed work. (b) (7)(C) said (b) (7)(C) would ask him for a dollar amount to start a fire and he would answer "whatever you can pay". (b) (7)(C) stated it was like bidding, no guarantee if the fire was going to be big, little, or a tree fire. (b) (7)(C) reported that after he received money from (b) (7)(C) he would wait a day or two and then set the fire. (b) (7)(C) stated the last time he was contacted by (b) (7)(C) to start a fire was in late July 2012, when (b) (7)(C) wanted him to start a fire on the Cibola National Wildlife Refuge near Yuma, Arizona.

(b) (7)(C) said the most money he was ever paid by (b) (7)(C) for starting a fire was $1,500 in the winter of 2009. (b) (7) said he remembered he was a firefighter and the fire he started was on White Road. (b) (7)(C) said he could not remember the name of the fire but he did remember being on the scene of a fire for a week, a bulldozer being dispatched to the scene, and having to light a backfire. (b) (7)(C) reported the fire was started by (b) (7)(C), and himself. (b) (7)(C) said all three of them used lighters and they initiated the fire at five separate locations.

(b) (7)(C) reported the only other person to have ever paid him money, besides (b) (7)(C) to start a fire was (b) (7)(C) (last name unknown). (b) (7)(C) reported (b) (7)(C) vouched for (b) (7)(C) so he met him once in person. (b) (7) said he charged (b) (7)(C) $150.00 to start a fire, but he (b) (7)(C) "burned" him and kept his money and did not start a fire.

(b) (7)(C) admitted to starting 15 fires since 2009. (b) (7)(C) identified 18 fires (b) (7)(C) started since 2009. (b) (7)(C) also identified six fires that had been started by (b) (7)(C) or (b) (7)(C) or both. Of the six fires, (b) (7)(C) said he was present with them at five of the fires.

(b) (7)(C) said he knew when (b) (7)(C) started a fire because (b) (7)(C) would tell him he (b) (7)(C) did not need to go with him. (b) (7)(C) said (b) (7)(C) preferred to use road flares and Stubby flares to start fires because he was able to obtain them from work.

(b) (7)(C) said she drove the vehicle for her (b) (7)(C) when he started the Chop Shop fire and Backwater fire. (b) (7)(C) said the reason her (b) (7)(C) has been lighting fires was because the firefighting work is seasonal and the only way the AD firefighters get paid is when they are fighting a fire. (b) (7)(C) reported that in March of 2012 she overheard (b) (7)(C) tell her (b) (7)(C) if he "did a job" (start a fire) he (b) (7)(C) and the crew would "kick him down" some cash.

(b) (7)(C) identified 22 firefighters as having knowledge of him starting fires. (b) (7)(C) stated that (b) (7)(C) paid him to start fires on all occasions but one **(Attachment 10).**

Firefighters

(b) (7)(C)

At the end of the interview, (b) (7)(C) and (b) (7)(C) agreed to accompany the agents, along with (b) (7)(C) to the locations where the fires were started in order to explain how and who started the fires. (b) (7)(C) and (b) (7)(C) also agreed to be video-recorded at each location. (b) (7)(C) was present during this interview for only a short period of time before she left due to the extreme heat. (b) (7)(C) was ultimately able to take the agents and (b) (7)(C) to total of 17 fire locations before concluding for the day due to darkness **(Attachment 11).**

Below is a table listing the fires discussed with (b) (7)(C) during the interview, as well as a summary of relevant information provided by (b) (7)(C) regarding the fires. Fire Reports (Form 1202) which were completed upon each fire occurrence were obtained from BIA (b) (7)(C) during the investigation **(Attachments 12).**

Fires

Date of Fire	Fire Name	Subjects	Summary of relevant information provided by (b) (7)(C)
4/6/2009	Cocopah 1	(b) (7)(C)	(b) (7)(C) paid (b) (7)(C) between $75.00 and $100.00 to start the fire. (b) used a road flare purchased from Auto Zone to start the fire.
4/16/2009	Pasqual		(b) (7)(C) paid (b) (7)(C) $75.00 to start the fire. (b) reported he used a hot light to start the fire.
4/20/2009	Vees		(b) (7)(C) started the fire using a road flare.
5/13/2009	Arnold Road 1		(b) (7)(C) paid (b) $50.00 to start the fire. (b) (7)(C) said he used a hot light to start the fire.
5/24/2009	Powerhouse		(b) (7)(C) started the fire by lighting a Jack- in- the- Box bag full of napkins.
5/31/2009	Jackson 1		(b) (7)(C) started the fire using a ping pong ball containing antifreeze. (b) (7)(C) explained that when antifreeze is shaken inside a ping pong ball a chemical reaction occurs causing it to blow up.
6/12/2009	Ditch		(b) (7)(C) paid (b) (7)(C) $35.00 to start the fire. (b) said he used a hot light to start the fire. (b) (7)(C) and (b) (7)(C) were present.
6/21/2009	Jungle		(b) (7)(C) paid (b) (7)(C) $100.00 to start the fire. (b) (7)(C) said that he, (b) (7)(C) and (b) (7)(C) all used hot lights to start the fire.
7/31/2009	Quick		(b) (7)(C) started the fire using a hot light. (b) (7)(C) said he was present and (b) (7)(C) paid him $20.00.
1/1/2009	New Year		(b) (7)(C) and (b) (7)(C) started the fire, probably with rubbing alcohol. (b) (7)(C) and (b) (7)(C) told (b) (7)(C) they each got $100.00 to start the fire.
8/26/2009	Mexi		(b) (7)(C) started the fire by piling trash around a tree and using a hot light. (b) (7)(C) said the only thing that burned was a single tree.

		(b) (7)(C)	(b) (7)(C) said he was called out to the scene as a firefighter.
8/30/2009	4th Avenue Bridge		(b) (7)(C) started the fire by using tiki-torch fluid. (b) (7)(C) said tiki-torch fluid soaks into the wood and burns faster and hotter than regular charcoal lighter fluid.
9/16/2009	Foster		(b) (7)(C) paid (b) (7)(C) $80.00 to start the fire. (b) (7)(C) used a Gatorade bottle full of gasoline, supplied by (b) (7)(C) (b) (7)(C) described the gas as green in color.
9/22/2009	Walking Park		(b) (7)(C) started the fire using a hot light.
10/17/2009	Centipede		(b) (7)(C) started the fire using a hot light. (b) (7)(C) said (b) (7)(C) and (b) (7)(C) each gave him $80.00 to start the fire. (b) said he also received what he made from his paycheck to fight the fire. (b) reported (b) (7)(C) and (b) (7)(C) were both present with him.
10/28/2009	Stillway		(b) said he started the fire using a hot light. (b) said (b) (7)(C) paid him $75.00 to start the fire and $20.00 for gas to pick up (b) (7)(C) who was present when he started the fire.
3/7/2010	Picacho		(b) said his (b) (7)(C) , started the fire using an AM/PM convenience store plastic cup filled with gas that he threw and lit. (b) said (b) (7)(C) was present with his (b) (7)(C) (b) and paid him $85.00 to start the fire.
6/4/2011	Horseshoe 2		(b) (7)(C) paid (b) (7)(C) $75.00 to start the fire. (b) reported his (b) (7)(C) used gas to start the fire.
4/3/2011	White Assist		(b) (7)(C) started the fire with a road flare.
4/10/2011	Jackson 2		(b) (7)(C) started the fire with road flares.
4/15/2011	Arnold Road 2		(b) (7)(C) started the fire with road flares.
5/6/2011	Cocopah 2		(b) (7)(C) started the fire with road flares.
5/11/2011	Rambo		(b) (7)(C) paid (b) $75.00 to start the fire. (b) said he and (b) (7)(C) both used Stubby flares to start the fire. ***(Agent's note:** A Stubby flare is small flare used by firefighters to light backfires. Stubby flares can be shot from a launcher or can be lit and thrown by hand. Stubby flares can only be purchased by firefighting agencies and are not sold to the public.)*
5/12/2011	Baby		(b) (7)(C) started the fire with a road flare and he was present. (b) said (b) (7)(C) paid him $25.00.
5/18/2011	Laguna		(b) tried to start the fire first using a hot light, but it did not work so he mixed up some gas and oil in a beer bottle and used it. (b) (7)(C) was present when (b) started the fire. (b) (7)(C) was supposed to (b) $100.00, but he never received the money because he (b) (7) was arrested around the same time. After (b) starts a fire he then runs, walks or hides and watches firefighters put out the fire.
6/26/2011	804 Canal Road		(b) (7)(C) started the fire. (b) was not sure but he thought (b) (7)(C) used a hot light to start the fire.
7/4/2011	San Pasqual School		(b) (7)(C) started the fire with gas.
7/13/2011	Hay Stack		(b) (7)(C) started the fire with gas. (b) (7)(C) paid (b) (7)(C) $25.00 to drive.
8/12/2011	Kid		(b) (7)(C) started the fire. (b) (7)(C) was paid a "measly"

		[redacted]	$18.00 by [redacted] to drive. [redacted] remembers the amount of money because [redacted] complained it was not enough to even buy a $20.00 bag of dope.
1/4/2012	Foster	[redacted]	[redacted] started the fire with a road flare. [redacted] paid [redacted] $45.00 to drive.
1/9/2012	S 24	[redacted]	[redacted] started the fire with Stubby flares and gas. [redacted] paid [redacted] $60.00 to drive.
4/2/2012	New Sub	[redacted]	[redacted] started the fire with five gallons of gas. [redacted] said he knew this because [redacted] wanted his [redacted], to go with him, but his [redacted] could not get out of bed. [redacted] said [redacted] started the fire for the work.
4/19/2012	Backwater Assist	[redacted]	[redacted] started the fire with a hot light.

On April 27, 2012, [redacted] was re-interviewed at the Imperial County Correctional Facility by OIG and BLM agents. [redacted] was advised of his Miranda Rights. [redacted] told agents he understood his rights and wished to speak to agents.

[redacted] was questioned in regards to fires he had admitted to starting to agents on August 7, 2012. [redacted] was told it had been impossible for him to have started seven of the fires he had admitted to starting because at the time he admitted to being incarcerated. [redacted] said he was covering for his [redacted]" who lit the fires. [redacted] said that he covered for his [redacted] because he [redacted] was already a 'double striker' in California; or convicted of two felonies. [redacted] said that if his brother was charged with a third felony he would go away to prison for a long time.

[redacted] said [redacted] paid his [redacted] $85.00 dollars to drive him [redacted] out to light the Picacho fire on March 17, 2012. [redacted] said that [redacted] drove [redacted] who lit the Picacho fire using gasoline as an ignition source. [redacted] said that he taught his [redacted] fire behavior and how to set fires.

[redacted] said that he and [redacted] first planned on lighting the Laguna fire at his [redacted] house in Winterhaven, California. [redacted] said that [redacted] wanted a big fire and he [redacted] suggested lighting a fire up by the dam. [redacted] said on May 17, 2012 [redacted] drove him north to light the fire. When they arrived, [redacted] said he tried to light the fire using a hot start. The fire didn't start so he went back to [redacted] vehicle and filled a bottle with gasoline, stuck a rag in the bottle and lit it. [redacted] said he threw the bottle into the brush and the bottle broke and ignited the brush. [redacted] said [redacted] was scared that someone would see his vehicle and connect him to the crime, so he left the scene, leaving him behind. [redacted] said he watched the fire for 15-20 minutes, jumped in the Colorado River and floated down stream.

[redacted] said that [redacted] promised him $100.00 dollars and half of his paycheck for lighting the Laguna Fire, but never paid him. [redacted] was questioned in regards to his prior statement about the most he was ever paid was $1,500 [redacted] said what he meant was that $1,500.00 was the total amount he was paid by [redacted] for all of the fires he started. [redacted] said on average he was paid between $75.00 and $150.00 per fire, if he even received any money **(Attachment 13)**.

Re-interview of (b) (7)(C)

On August 8, 2012, (b) (7)(C) Firefighter was re-interviewed by OIG and BLM agents. (b) (7)(C) said he has been an (b) (7)(C) firefighter since 2005. (b) (7)(C) said his job title was (b) (7)(C), which entails the duties of (b) (7)(C) firefighters who are available to work and to (b) (7)(C) firefighters on a (b) (7)(C).

(b) (7)(C) denied having any knowledge or hearing any rumor about arson fires. (b) (7)(C) denied having any involvement in the Laguna fire or Chop Shop fire. (b) (7)(C) said his only involvement in the Baby fire was being dispatched as a firefighter. (b) (7)(C) said Fort Yuma does not have or use Stubby flares. (b) (7)(C) said he did not know of any firefighting agency that used Stubby flares. (b) (7)(C) said he has never used a Stubby flare. (b) (7)(C) said he does not know anything about any fires being started by arson. (b) (7)(C) said he is not an arsonist and his criminal history is little to none, other than being sent to prison for (b) (7)(C). (b) (7)(C) reported he did not use illegal drugs. At this point during his interview, (b) (7)(C) stated he did not have anything else to say **(Attachment 14).**

Interview of (b) (7)(C)

On August 29, 2012, (b) (7)(C) was interviewed by OIG and BLM agents. (b) (7)(C) said the first time she heard about anyone starting fires was in February or March 2012. (b) (7)(C) said (b) (7)(C) contacted her (b) (7)(C). (b) (7)(C) said (b) (7)(C) told her (b) (7)(C) "we need to get this fire season going, my kids need to eat." (b) (7)(C) said her (b) (7)(C) told her this was not going to be anything serious, it was just burning off brush. (b) (7)(C) said her (b) (7)(C) told her starting fires was a way for the BIA to keep getting money to pay the AD firefighters.

(b) (7)(C) said (b) (7)(C) wanted her (b) (7)(C) to start a fire behind the new subdivision on the Quechan Tribal Reservation, located in Winterhaven, California. (b) (7)(C) said she witnessed the conversation between her (b) (7)(C) and (b) (7)(C) said one night (b) (7)(C) texted her (b) (7)(C) "I got a job for you". (b) (7)(C) said at the time they were living at (b) (7)(C) in (b) (7)(C). (b) (7)(C) said the next day she and her (b) (7)(C) drove to her (b) (7)(C) to visit. (b) (7)(C) said (b) (7)(C) was also there and when she and her (b) (7)(C) went to leave, (b) (7)(C) followed them outside. (b) (7)(C) said (b) (7)(C) removed two flares from his (b) (7)(C) and gave them to her (b) (7)(C) said (b) (7)(C) wanted her (b) (7)(C) to start a fire in the trees behind the new subdivision on the reservation. (b) (7)(C) said her (b) (7)(C) told (b) (7)(C) he would not start a fire there because it was too dangerous, due to the close proximity of the residences. (b) (7)(C) said (b) (7)(C) then told her (b) (7)(C) to go and scout out some areas by the casino to start a fire, which he did.

(b) (7)(C) said two days later there was a big fire behind the new subdivision. (b) (7)(C) said the day after the New Sub fire was put out; she and her (b) (7)(C) were again over at her (b) (7)(C) house visiting, with (b) (7)(C) (b) (7)(C) said her (b) (7)(C) asked (b) (7)(C) if he started the New Sub fire. (b) (7)(C) said (b) (7)(C) told her (b) (7)(C) "Hell yeah I did that, it was a good one, it was big one". (b) (7)(C) said her (b) (7)(C) told (b) (7)(C) he almost caused everyone to be evacuated. (b) (7)(C) said (b) (7)(C) said "Yeah but we made our money".

(b) (7)(C) said besides the New Sub fire, the only other time she has witnessed a conversation between (b) (7)(C) and her (b) (7)(C) was when (b) (7)(C) (last name unknown) paid to start a fire. (b) (7)(C) said days before (b) (7)(C) paid her (b) (7)(C) $150.00, he ((b) (7)(C) and (b) (7)(C) made a plan to split

(b) (7)(C) money and for her (b) (7)(C) to start the fire. (b) (7)(C) said she did not trust (b) (7)(C) so she convinced her (b) (7)(C) to take the money and "rip" (b) (7)(C) off.

(b) (7)(C) said on the day her (b) (7)(C) met (b) (7)(C) she was in the vehicle. (b) (7)(C) said her (b) (7)(C) asked (b) (7)(C) "How big did he want it". (b) (7)(C) said (b) (7)(C) replied "Real big". (b) (7)(C) said (b) (7)(C) paid her (b) (7)(C) $150.00. From there (b) (7)(C) said she and her (b) (7)(C) drove across the street to Circle K. (b) (7)(C) said (b) (7)(C) was waiting and was paid $70.00 for setting up the deal with (b) (7)(C) (b) (7)(C) said her (b) (7)(C) never started a fire. (b) (7)(C) said she never witnessed any other exchanges of money between her (b) (7)(C) and (b) (7)(C) but on more than one occasion her (b) (7)(C) would give her $20.00 and say it was from (b) (7)(C)

(b) (7)(C) said the day prior to the Chop Shop fire; she and her (b) (7)(C) were at his (b) (7)(C) house again, with (b) (7)(C) (b) (7)(C) said (b) (7)(C) told her (b) (7)(C) he had set up some Stubby flares next to a trail and all her (b) (7)(C) had to do was light them. (b) (7)(C) said (b) (7)(C) also gave her (b) (7)(C) some green rubbing alcohol to use to start the fire. (b) (7)(C) said the next morning at around 6:00 am she drove her (b) (7)(C) to the area known as the Chop Shop fire. (b) (7)(C) said her (b) (7)(C) ran in and out of the brush a few times, but she could not see what he was doing. (b) (7)(C) said after her (b) (7)(C) started the fire, they went back to their house at (b) (7)(C).

(b) (7)(C) said Winterhaven Fire Department put out the Chop Shop fire. (b) (7)(C) said (b) (7)(C) complained to her (b) (7)(C) that the Chop Shop fire was nothing.

(b) (7)(C) said she then drove her (b) (7)(C) to the area known as the Backwater fire. (b) (7)(C) said she saw a man in a boat on the water and asked her (b) (7)(C) if he would be ok. (b) (7)(C) said her (b) (7)(C) told her the man could get out. (b) (7)(C) said her (b) (7)(C) jumped out of the vehicle, started the fire with a lighter and jumped back in the vehicle as she drove away.

(b) (7)(C) said they went back to her (b) (7)(C) house. (b) (7)(C) said (b) (7)(C) was still there and he was on the phone talking about the fire they had just started. (b) (7)(C) said (b) (7)(C) told her husband this was going to be a big fire and he ((b) (7)(C) was going to get paid. (b) (7)(C) said she did not know if her (b) (7)(C) every received any money from (b) (7)(C) for starting the fire.

(b) (7)(C) said on another occasion her (b) (7)(C) told her about fighting fires as an AD firefighter. (b) (7)(C) said her (b) (7)(C) told her they (AD firefighters) kept raking hot spots into dry areas, so the fire would flare up and they could continue to work. (b) (7)(C) said she did not know the location of the fire only that it was not in Yuma, Arizona **(Attachment 15)**.

Interview of (b) (7)(C)

On August 8, 2012, (b) (7)(C) was interviewed by OIG and BLM agents. (b) (7)(C) stated he had about [redacted] years of firefighting experience beginning in (b) (7)(C). (b) (7)(C) said has been employed by the BIA as a (b) (7)(C) since (b) (7)(C).

(b) (7)(C) stated he was aware that there was an ongoing investigation relating to the cause of the Laguna fire. (b) (7)(C) stated he was not really surprised that the OIG and BLM were investigating arson fires allegedly started by his fellow AD firefighters and explained that there was a history of firefighter started arson fires within the Fort Yuma Agency. (b) (7)(C) advised in 2003 there was a BIA firefighter who was caught starting fires and was subsequently terminated; (b) (7)(C) identified the firefighter as

(b) (7)(C) added that it could be possible that currently employed AD firefighters were starting fires but he did not know of anyone that was starting arson fires.

(b) (7)(C) confirmed he had never contributed to, nor was he aware of an arson fund or any firefighters ever contributing to an arson fund. (b) (7)(C) confirmed he was not aware of any Fort Yuma Agency AD firefighters ever discussing their participation in setting arson fires or actually setting arson fires. (b) (7)(C) stated he had never been provided with any information regarding arson fires being set by AD firefighters. (b) (7)(C) stated he has never personally benefited, other than his salary, from a fire. (b) (7)(C) stated that if he had been involved in any conversations with his fellow firefighters about the collection of monies, an arson pool or starting fires, he did not remember those conversations (**Attachment 16**).

On September 12, 2012, (b) (7)(C) was re-interviewed by OIG and BLM agents. (b) (7)(C) said he conducts full inventories of the BIA Fort Yuma Fire Station a couple times a year; once at the beginning of the year and once during the summer. (b) (7)(C) said he conducts minor inventories or checks the trucks supplies every time there is a fire. (b) (7)(C) said he last completed an inventory in July 2012. (b) (7)(C) said he keeps track of everything including fusees and Stubbies. (b) (7)(C) said he does not count each individual fusee in the boxes on the trucks, but makes sure there is at least a half of a box per truck.

(b) (7)(C) said the last time he spoke to (b) (7)(C) was three weeks earlier. (b) (7)(C) said he never had a conversation with (b) (7)(C) about starting fires. (b) (7)(C) said he never heard rumors about anyone setting fires, but would have reported the rumors had he heard them. (b) (7)(C) said he was never aware of anyone starting fires. (b) (7)(C) said that if he knew that (b) (7)(C) was starting fires he would have turned him in immediately.

(b) (7)(C) said no one ever called and told him they set a fire. (b) (7)(C) said that he remembered the Bautista Fire and that he remembered speaking to BLM Law Enforcement Ranger (b) (7)(C) and BLM Ranger (b) (7)(C) that fire. (b) (7)(C) said he originally saw the Bautista Fire on the California side of levee, and called it in to dispatch. (b) (7)(C) said the fire was not on tribal lands, so his unit was not called to suppress the fire.

(b) (7)(C) said that he has heard on occasion that (b) (7)(C) was starting fires. (b) (7)(C) said that he was nervous and was thinking of his family, and didn't want to lose his job. (b) (7)(C) said that (b) (7)(C) called him and told him that he got him a fire (Bautista Fire) on the levee. (b) (7)(C) told (b) (7)(C) that he (b) (7)(C) can't be starting these fires. (b) (7)(C) said he was at the BIA Fire Department when (b) (7)(C) called him.

(b) (7)(C) said he called fire dispatch, and then responded to the area to learn the fire was on BLM public administered lands. (b) (7)(C) said that he failed to tell (b) (7)(C) and (b) (7)(C) about his conversation with (b) (7)(C) (b) (7)(C) said that he lied to (b) (7)(C) and (b) (7)(C) when he told them he was on his way home when he (b) (7)(C) spotted the Bautista Fire and reported it to dispatch. (b) (7)(C) said he doesn't like lying and he knows it will be held against him.

(b) (7)(C) said (b) (7)(C) also called him when (b) (7)(C) was suppressing the Cemetery fire on June 5, 2011. (b) (7)(C) said that (b) (7)(C) explained that he (b) (7)(C) was watching them (firefighters) with his binoculars, while they fought the fire. (b) (7)(C) said that he thought it was odd that (b) (7)(C) was calling him and that he (b) (7)(C) thought that (b) (7)(C) had started the Cemetery Fire.

(b) (7) said that he had conversations with (b) (7)(C) and other firefighters that the Jungle (an area off of White Road) would burn. (b) (7) said that he told (b) (7)(C) that the whole Jungle was thick, and if you got fire going in there it would burn. (b) (7) said while they were working or patrolling, he would tell (b) (7)(C) about good areas to burn. (b) (7) said that he would explain to (b) (7)(C) how areas with a large amount of fuel would ignite a good fire, and how wind would get the fire going.

(b) (7) said (b) (7)(C) asked him where the good areas were to burn and (b) (7) told him that one of those areas was the Jungle. (b) (7) said he knew why (b) (7)(C) was questioning him about good areas to start fires. (b) (7) said he never acted on it or reported it to anyone. (b) (7) said that he thought that (b) (7)(C) was starting fires in those areas, but he didn't have any proof. (b) (7) said that after (b) (7)(C) asked him about good areas to light fires, there would be wildland fires in those same areas. (b) (7) said that there were fires in most of the areas that he and (b) (7)(C) had discussed. (b) (7) said that he always believed that (b) (7)(C) was starting those fires.

(b) (7) said that the first time he knew (b) (7) was lighting fires was when he told him that he (b) (7) started the Bautista fire. (b) (7) said he heard rumors that (b) (7)(C) was lighting fires after the Bautista Fire.

(b) (7) said that (b) (7)(C) called him and told him there was a fire by White Road (Centipede Fire). (b) (7) said that he told (b) (7)(C) that they would respond when dispatch called him. (b) (7) said that (b) (7)(C) called and told him about a lot of fires. (b) (7) said he thought it was odd that (b) (7)(C) would call him first and tell him there was a fire. (b) (7) said he didn't remember which fires (b) (7)(C) called on.

(b) (7) said that he knew that BIA AD Firefighters were taking fusees from the fire department. (b) (7) said there have been times over the year (2012) that they haven't had a lot of fires or had a need to use the fusees, but the fusees still came up missing. (b) (7) said that he conducted routine inventories and kept track of the fusees on the truck. (b) (7) said he always kept a full package of fusees on the trucks, and that he knew when someone opened a pack and took fusees out of it. (b) (7) said he never saw (b) (7)(C) take fusees or suspected him of taking them.

(b) (7) said that he was wrong not to speak up or bring it to anyone's attention about the missing fusees. (b) (7) said that there have been missing fusees this year, but more have disappeared in the past. (b) (7) said that he never counted how many fusees were missing. (b) (7) said that the missing fusees started during the summer of 2009. (b) (7) said that when (b) (7)(C) admitted that he (b) (7) started the Bautista Fire in 2009, he (b) (7) understood why fusees were missing that summer. (b) (7) said that it's obvious that people were using the stolen fusees to start fires.

(b) (7) said (b) (7)(C) was taking the fusees because he was starting fires. (b) (7) said that he knew (b) (7)(C) had his own pack and he was taking fusees. (b) (7) said he knew because (b) (7)(C) damaged his pack and when it was replaced (b) (7)(C) returned his old pack without fusees. (b) (7) said that (b) (7)(C) never returned the fusees

(b) (7) said that he saw the two stubbies at the Chop Shop Fire and thought it was suspicious. (b) (7) said that he flagged them off. (b) (7) said that someone had probably put them there to go back later to start a fire. (b) (7) said he knew someone started the Chop Shop Fire because there were four different ignition points.

(b) (7)(C) said that his job as a firefighter is to protect the point of origin, but that always wasn't his mind frame, because he was focused on suppressing the fire. (b) (7)(C) said that he was putting up a blind eye and never realized that he was destroying the point of origins on numerous fires. (b) (7)(C) said that he understands that if firefighters destroy the point of origin, then the fire investigation is compromised and the fire cannot be investigated **(Attachment 17)**.

Interview of (b) (7)(C)

On August 8, 2012, (b) (7)(C), AD Firefighter was interviewed by OIG and BLM agents. (b) (7)(C) said he started in his position as an AD firefighter in (b) (7)(C) said he was (b) (7)(C) by the BIA during the (b) (7)(C) fire season (b) (7)(C). Since being back on the BIA Fort Yuma Agency firefighting crew in (b) (7)(C) said he has been focused on his family, career, and making a good reputation for himself. (b) (7)(C) said he worked the Hot Talon, Globe, Pilot, Quick, Jungle, Severity, Posh, Dinner, and Weber fire. (b) (7)(C) said he did not participate in the Laguna fire.

(b) (7)(C) said there have been several rumors in the area about someone starting fires. (b) (7)(C) (b) (7)(C) denied having any knowledge of who could be starting fires; denied ever witnessing anyone start a fire, and denied knowing any arsonists. (b) (7)(C) also denied any involvement in starting fires.

(b) (7)(C) denied having any knowledge regarding a "pool" or money crew members gave to an individual(s) to start a fire so he and other crew members would be called to respond and make money. (b) (7)(C) denied giving money to anyone to start a fire so he could get called to respond.

(b) (7)(C) said he knew former AD Firefighter (b) (7)(C) said he did not socialize with (b) (7)(C) or any of the fire crew members. (b) (7)(C) said he heard the BIA had problems with (b) (7)(C) because he owed the BIA money for his firefighting equipment. (b) (7)(C) (b) (7)(C) claimed (b) (7)(C) was not his friend and that he does not speak to (b) (7)(C)

(b) (7)(C) said (b) (7)(C) (last name unknown) told him he heard some guy named (b) (7)(C) or (b) (7)(C) (last name unknown), tell some of the crew member that they (crew) should pay someone to start a fire or asked the crew if they knew someone stupid enough to start fires **(Attachment 18)**.

On August 8, 2012, a follow up interview was conducted with (b) (7)(C) by OIG and BLM agents. (b) (7)(C) reported he and his (b) (7)(C) had been approached by (b) (7)(C) in 2009 at the BIA Fort Yuma Agency. (b) (7)(C) said (b) (7)(C) asked them for a ride to go and start a fire. (b) (7)(C) said they gave (b) (7)(C) a ride in (b) (7)(C) truck, to the area known as the Jungle fire. (b) (7)(C) said (b) (7)(C) stayed inside his truck, while he followed behind (b) (7)(C) (b) (7)(C) said (b) (7)(C) tried to start a mattress on fire but he could not carry it, so (b) (7)(C) began to light brush on fire with a lighter. (b) (7)(C) said as he followed (b) (7)(C) through the brush he lost his wedding ring.

(b) (7)(C) said (b) (7)(C) left them, so he and (b) (7)(C) went their separate ways walking back home. (b) (7)(C) said he was guilty of being at the fire with (b) (7)(C) and watching (b) (7)(C) start the fire. (b) (7)(C) reported he was not paid any money to go with (b) (7)(C) but he was called out as a firefighter two days later and worked for several days on the fire. (b) (7)(C) said the fire was named the Jungle fire.

(b) (7)(C) said Tree Escalante and (b) (7)(C) both know about (b) (7)(C) starting fires and that is why (b) (7)(C) is not on the AD fire crew. (b) (7)(C) t said AD firefighter (b) (7)(C) was also trying to pull money together to go and start a fire **(Attachment 19)**.

Cooperation provided by (b) (7)(C) ***on identifying fire location***

On August 9, 2012, (b) (7)(C) had agreed to take SA's to the location known as the Jungle fire and explain in detail how he witnessed (b) (7)(C) set the fire. (b) (7)(C) provided turn by turn directions to the location of the Jungle fire. (b) (7)(C) was recorded on video as he explained the following. (b) (7)(C) showed how (b) (7)(C) led them into the brush. (b) (7)(C) took the agents to the first point of ignition near some Salt Cedars and explained it was the location he lost his wedding ring. (b) (7)(C) showed the agents the location where he said he saw (b) (7)(C) starting a fire. (b) (7)(C) showed the agents the location where he and (b) (7)(C) became separated and how he yelled for (b) (7) trying to find him. (b) (7)(C) showed the agents how he left the area and then how he met back up with (b) (7)(C) on White Road **(Attachment 20).**

On August 9, 2012, (b) (7)(C), was interviewed by OIG and BLM agents in order to corroborate his statements to investigators. (b) (7)(C) confirmed her (b) (7)(C) was picked up early in the morning by someone, who she did not see. (b) (7)(C) said when her (b) (7)(C) returned he was missing his wedding ring. (b) (7)(C) said her (b) (7)(C) told her he lost his wedding ring when he was being a "look out" for someone who started a fire. (b) (7)(C) said could not remember the name of the person her (b) (7)(C) told her started the fire only that he was on the fire crew. (b) (7)(C) said she did not know the exact month but she knew it was after their (b) (7)(C) which was (b) (7)(C) **(Attachment 21)**.

(***Agents Note***: *The Journey fire occurred on 12/19/2009 it was at the same location as the Jungle fire. The Journey fire had five different points of origins, according to FMO* (b) (7)(C)

On August 10, 2012, (b) (7)(C) contacted OIG and BLM special agents in order to provide more details about the Jungle fire. (b) (7)(C) said while working at the Fort Yuma Agency, (b) (7)(C) (b) (7)(C) and he got together. (b) (7)(C) said (b) (7)(C) told them they should go light a fire and he (b) (7)(C) knew a good spot to do it. (b) (7)(C) said it sounded like a good idea because they (AD firefighters) needed the work.

(b) (7)(C) said a couple of days later, (b) (7)(C) and (b) (7)(C) picked him up at his house in (b) (7)(C) truck. (b) (7)(C) said they went to (b) (7) house on Indian Rock Road. (b) (7)(C) said (b) (7)(C) told him they were going to make something happen. (b) (7)(C) said (b) (7)(C) brought out some newspapers and a blue lighter. (b) (7)(C) said from (b) (7)(C) house they drove to White Road. (b) (7)(C) said they drove up and down the road, while (b) (7)(C) looked for a spot to start the fire. (b) (7)(C) said he and (b) (7)(C) were dropped off at the end of White Road.

(b) (7)(C) said (b) (7)(C) told them to call him on his cell phone and he (b) (7)(C) would pick them up at Rosses Corner. (b) (7)(C) said as they walked into the brush, (b) (7)(C) showed him some spots to start a fire. (b) (7)(C) said (b) (7)(C) threw him the blue lighter and he (b) (7)(C) got down on his knees. (b) (7)(C) said as he started a fire, (b) (7)(C) told him to put moss on it, which he did. (b) (7)(C) said (b) (7)(C) took the lighter and ran into the woods. (b) (7)(C) said after setting the moss on the fire, he realized he lost his wedding ring. (b) (7)(C) said he took

this as a "sign" and put out his fire.

(b) (7)(C) said there was a total of five different ignition points at the fire. (b) (7)(C) said (b) (7)(C) started all of the points except the second point. (b) (7)(C) said he saw (b) (7)(C) use the newspaper and some old cardboard he (b) (7)(C) had found to start his fires.

(b) (7)(C) said when he got home he told his (b) (7)(C) he lost his wedding ring when he followed (b) (7)(C) to start a fire, but he did not tell his (b) (7)(C) he also had started a fire.

(b) (7)(C) said (b) (7)(C) admitted to him to starting the Quick fire. (b) (7)(C) said he and (b) (7)(C) were both paid as firefighters to put out the Quick fire.

(b) (7)(C) said there was one other fire he wanted to talk about it, which was the Centipede fire. (b) (7)(C) said in 2009 after the Jungle fire, he was picked up again from his house by (b) (7)(C) and (b) (7)(C) (b) (7)(C) said as they drove around, (b) (7)(C) and (b) (7)(C) told him they wanted to start another fire. (b) (7)(C) said they told him to be the "lookout". (b) (7)(C) said when they stopped he stayed in the back of the truck, watching for the police and any other vehicles coming their way. (b) (7)(C) said (b) (7)(C) got out of the vehicle, while (b) (7)(C) remained behind the wheel. (b) (7)(C) said he could see (b) (7)(C) take a pile of moss and light it on fire. (b) (7)(C) said a vehicle was coming towards them, so (b) (7)(C) ran back and jumped in the vehicle. (b) (7)(C) said they all went home and just waited to be called to the Centipede fire, which they were.

(b) (7)(C) said in April 2012, while in Phoenix, Arizona at Applebee's eating dinner, (b) (7)(C) told the Fort Yuma Fire Crew he bets when they get back to Yuma there is going to be another fire. (b) (7)(C) said (b) (7)(C) told (b) (7)(C) to shut up and not to talk about it". (b) (7)(C) said he knew (b) (7)(C) and (b) (7)(C) intentions were to go and start a fire or pay someone to start at fire, so they could take care of the AD firefighters back at home. (b) (7)(C) said the next day on the bus ride back to Yuma, (b) (7)(C) told the group it's easy to start a fire, he (b) (7)(C) could get some flares or maybe he could get someone else to start the fire and they could get paid to put it out. (b) (7)(C) said there was a fire a couple days later but he was not called to it and did not remember the name of the fire. (b) (7)(C) said besides him, (b) (7)(C) and (b) (7)(C) he remembers (b) (7)(C) and (b) (7)(C) (Unknown last name) on the bus with them **(Attachment 22)**.

Interview of (b) (7)(C)

On August 8, 2012, (b) (7)(C), AD Firefighter, was interviewed by OIG and BLM agents. (b) (7)(C) said he started in his position as an AD firefighter in (b) (7)(C) said he worked the Laguna, Jackson, Severity, Pee-Posh, and a fire North of Phoenix. (b) (7)(C) recalled seeing the Laguna flyer regarding a reward for information and heard a year ago from the crew that a fusee at the Laguna fire was traced back to the BIA. (b) (7)(C) said (b) (7)(C) told the crew that former BIA Fort Yuma Agency Firefighter (b) (7)(C) was starting fires.

Besides the rumors, (b) (7)(C) denied having knowledge of who could be starting fires and denied witnessing anyone starting a fire. (b) (7)(C) also denied involvement in starting fires and did not have suspicions of anyone starting fires. (b) (7)(C) denied having knowledge regarding a "pool," or money, crew members gave to an individual(s) to start a fire so he and other crew members would be called to respond and make money. (b) (7)(C) denied giving money to anyone to start a fire and said the more qualified firefighters are called first, so there was no guarantee that he would

be called to respond **(Attachment 23).**

On August 29, 2012 (b) (7)(C) was re-interviewed by OIG agents. (b) (7)(C) stated he saw (b) (7)(C) take "fusees" from the BIA stock room, place them into his personal fire pack, and place the pack into his personal vehicle. (b) (7)(C) said the Shanty fire began soon thereafter. He added that when firefighters were dispatched to the BIA office, (b) (7)(C) looked at him, grinned, and (b) (7)(C) (b) (7)(C) said he knew immediately that (b) (7)(C) started the fire. According to (b) (7)(C) , he questioned the action and relayed the information to his (b) (7)(C) . Additionally, (b) (7)(C) (b) (7)(C) stated (b) (7)(C) and he were working on another fire and (b) (7)(C) informed him that (b) (7)(C) started the Laguna fire **(Attachment 24)**.

Interview of (b) (7)(C)

On August 8, 2012, (b) (7)(C) , AD Firefighter, was interviewed by OIG and BLM agents. (b) (7)(C) (b) (7)(C) said her current position is as a (b) (7)(C) said she has worked at Fort Yuma for the last (b) (7)(C) years. (b) (7)(C) denied having any knowledge of firefighters being involved in arson. (b) (7)(C) reported two or three months ago there was a rumor (b) (7)(C) was going to be investigated for starting fires. (b) (7)(C) said she reported the rumor to (b) (7)(C) (b) (7)(C) denied knowing (b) (7)(C) or hearing any rumors about (b) (7)(C) starting fires.

(b) (7)(C) said (b) (7)(C) was her right hand- man and was a good guy. (b) (7)(C) said she did not believe (b) (7)(C) would start fires on purpose or collect money and pay someone else to start fires, because he needed money like everyone else did. (b) (7)(C) said it did not make sense for a firefighter to light a fire **(Attachment 25)**.

On August 30, 2012, (b) (7)(C) was re-interviewed by OIG agents. (b) (7)(C) said she was not aware of a pool and denied knowledge of AD firefighters contributing to a pool for arson. (b) (7)(C) (b) (7)(C) expressed disapproval to agents because her (b) (7)(C) , provided information to agents and indicated she knew of the potential fires set by arsonists. (b) (7)(C) denied that her (b) (7)(C) told her about her (b) (7)(C) taking flares from the BIA inventory **(Attachment 26)**.

Interview of (b) (7)(C)

On September 4, 2012, BLM agents interviewed (b) (7)(C) . (b) (7)(C) reported she was (b) (7)(C) to (b) (7)(C) for (b) (7)(C) years, but divorced in (b) (7)(C) . (b) (7)(C) said she heard a rumor (b) (7)(C) had paid (b) (7)(C) to start fires but she did not believe he was actually paid money to start fires. (b) (7)(C) said there was an instance in the summer 2009 when she believed (b) (7)(C) had started a fire. (b) (7)(C) reported (b) (7)(C) returned home wet and told her he needed to get ready for work because he would be receiving a call from his supervisor (b) (7)(C) (unknown last name). (b) (7)(C) said (b) (7)(C) was wet because he floated down the canal after starting a fire. (b) (7)(C) did not believe the supervisor's at BIA knew (b) (7)(C) was starting fires (**Attachment 27**).

Interview of (b) (7)(C)

On September 10, 2012, OIG and BLM special agents attempted to interview (b) (7)(C) in regards to human caused fires around Yuma, Arizona. (b) (7)(C) was currently incarcerated at the (b) (7)(C) (b) (7)(C) , California for a violation of parole. (b) (7)(C) invoked his Miranda

Rights and told the agents he did not wish to speak to them **(Attachment 28)**.

Interview of (b) (7)(C)

On August 8, 2012, (b) (7)(C), AD Firefighter, was interviewed by OIG and BLM agents. (b) (7)(C) stated he became involved with firefighting in (b) (7)(C) as part of an interagency fire program between the BIA and BLM. (b) (7)(C) recalled he obtained his (b) (7)(C) and became certified as an AD firefighter.

(b) (7)(C) stated he had heard that a former AD firefighter named (b) (7)(C) had been starting arson fires but he did not have first-hand knowledge of (b) (7)(C) starting the fires. (b) (7)(C) did not recall who told him about (b) (7)(C) starting fires. (b) (7)(C) stated (b) (7)(C) was not on the crew anymore and he had not fought any fires with (b) (7)(C) (b) (7)(C) stated he had previously been contacted by (b) (7)(C) and was told that the FBI had questioned him (b) (7)(C) about fires and accused (b) (7)(C) of starting fires. According to (b) (7)(C) (b) (7)(C) told him that he had no idea what the agents were talking about.

(b) (7)(C) stated he has never been asked to contribute nor has he contributed money to an arson pool. He added he is not aware of any of his fellow AD firefighters contributing to a pool and does not remember any discussions about an arson pool of money being collected **(Attachment 29)**.

On August 30, 2012, (b) (7)(C) was re-interviewed by OIG and BLM agents. (b) (7)(C) said in (b) (7)(C) when he started working as an AD Firefighter he heard rumors about someone starting fires. (b) (7)(C) said he could not remember who was spreading the rumors. (b) (7)(C) said he does remember last summer (2011) (b) (7)(C) telling him that (b) (7)(C) lights fires. (b) (7)(C) said he interpreted this as it was something (b) (7)(C) had done in the past but had stopped. (b) (7)(C) said he also thinks he might have heard on the bus ride back from the Pee-Posh fire (b) (7)(C) asking "Who is going to put money in?" (b) (7)(C) said he interpreted this as paying money to start a fire. (b) (7)(C) said he told (b) (7)(C) he can't be talking like that or saying things like that in front of him **(Attachment 30)**.

On October 22, 2012 (b) (7)(C) was interviewed by OIG and BLM agents. (b) (7)(C) said he had been friends with (b) (7)(C) for years. (b) (7)(C) said they stopped being friends in 2010 because he (b) (7)(C) started dating (b) (7)(C). (b) (7)(C) said when (b) (7)(C) started working for the BIA fire department, (b) (7)(C) would brag to him about starting fires to get work. (b) (7)(C) said (b) (7)(C) mentioned he was paid $20.00 to $40.00 to start fires but (b) (7)(C) never said who paid him. (b) (7)(C) said (b) (7)(C) explained to him he would light paper with a match and arrange the ignition so he (b) (7)(C) would have about a 30 minute window of opportunity to leave the area before authorities would arrive. (b) (7)(C) said (b) (7)(C) told him about lighting four or five fires and repeatedly would ask him (b) (7)(C) if he wanted to go and start fires, which (b) (7)(C) said he declined. (b) (7)(C) said if he had to guess who (b) (7)(C) was starting fires with it would be (b) (7)(C) (b) (7)(C) said on multiple occasions (b) (7)(C) would tell him (b) (7)(C) could not do the job right, so he (b) (7)(C) had to light the fire **(Attachment 31).**

Additional Interviews

Additional interviews were conducted with other firefighters identified by (b) (7)(C) as having knowledge of the fires involved in this matter. In summary, these interviews did not disclose testimony that (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) others individuals, were directly involved

in starting fires, or paying monies to start fires. The individuals interviewed are shown below and their interview reports are provided as **Attachments 32 through 48.**

(b) (7)(C)

(b) (7)(E)

Between September 2012 and November 2012, the OIG obtained the cost for the 38 fires identified by (b) (7)(C) The OIG determined that the DOI funds expended for the 38 fires totaled approximately $7,663,456.50. During the investigation it was learned that 22 current and former BIA Fort Yuma Agency firefighters may have participated in or had knowledge of 38 fires allegedly caused by arson. The OIG could only determine the pay received for 21 of the 22 firefighters. The OIG determined the pay received for the 21 firefighters totaled approximately $146,454.98 **(Attachment 54)**

SUBJECT(S)

Name: (b) (7)(C)
Position: (b) (7)(C)
Address: (b) (7)(C)
DOB: (b) (7)(C)
SSN: (b) (7)(C)

Name: (b) (7)(C)
Position (b) (7)(C)
Address: (b) (7)(C)
DOB: (b) (7)(C)
SSN: (b) (7)(C)

Name: (b) (7)(C)
Position: (b) (7)(C)
Address: (b) (7)(C)

DOB:[redacted]
SSN: [redacted]

Name: [redacted]
Position: [redacted]
Address: [redacted]
DOB:[redacted]
SSN: [redacted]

Name: [redacted]
Position: [redacted]
Address: [redacted]
DOB: [redacted]
SSN: [redacted]

Name: [redacted]
Position: [redacted]
Address: [redacted]
DOB: [redacted]
SSN: [redacted]

Name: [redacted]
Position: [redacted]
Address: [redacted]
DOB: [redacted]
SSN: [redacted]

Name: [redacted]
Position: [redacted]
Address: [redacted]
DOB: [redacted]
SSN: [redacted]

Name: [redacted]
Position: [redacted]
Address: [redacted]
DOB: [redacted]
SSN: [redacted]

DISPOSITION

This matter was referred to the U.S. Attorney's Office in Phoenix, Arizona. The following individuals have been named as defendants in this case: [redacted] [redacted] [redacted] [redacted] [redacted] and [redacted]

ATTACHMENTS

1. MOI CS-1
2. Supplemental Report 1- UC
3. Supplemental Report 2-(b) (7)(E)
4. IAR - (b) (7)(C)
5. IAR - (b) (7)(C)
6. UC Transcript
7. MOI - (b) (7)(C)
8. MOI - (b) (7)(C) 1
9. MOI - (b) (7)(C)
10. IAR - (b) (7)(C) 2
11. MOI - Tour of Fires Sites by (b) (7)(C)
12. Fire Summaries
13. MOI - (b) (7)(C) 3
14. IAR - (b) (7)(C)
15. IAR - (b) (7)(C)
16. IAR - (b) (7)(C)
17. MOI - (b) (7)(C)
18. IAR - (b) (7)(C) -1
19. IAR - (b) (7)(C) -2
20. IAR General Video Tour Jungle Fire Gilbert
21. IAR - (b) (7)(C)
22. IAR - (b) (7)(C) -3
23. IAR - (b) (7)(C) -1
24. IAR - (b) (7)(C) -2
25. IAR - (b) (7)(C) -1
26. IAR - (b) (7)(C) -2
27. MOI - (b) (7)(C)
28. IAR - (b) (7)(C)
29. IAR - (b) (7)(C) -1
30. IAR - (b) (7)(C) -2
31. MOI- (b) (7)(C)
32. IAR - (b) (7)(C)
33. IAR - (b) (7)(C)
34. IAR - (b) (7)(C) -1
35. MOI - (b) (7)(C) -2
36. IAR - (b) (7)(C)
37. IAR - (b) (7)(C) -1
38. IAR- (b) (7)(C) -2
39. IAR - (b) (7)(C)
40. IAR - (b) (7)(C)
41. IAR - (b) (7)(C)
42. MOI - (b) (7)(C)
43. MOI - (b) (7)(C)
44. IAR - (b) (7)(C)
45. IAR - (b) (7)(C)
46. IAR-(b) (7)(C)

47. MOI- (b) (7)(C)
48. MOI- (b) (7)(C)
49
50 (b) (7)(E)
51
52
53
54. IAR DOI Funds Expended to Fight Fires.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-14-0025-I
Reporting Office	**Report Date**
Atlanta	June 6, 2014
Report Subject	
Final Report of Investigation	

SYNOPSIS

The Office of Inspector General (OIG) initiated an investigation after receiving an anonymous complaint that (b) (7)(C), a U.S. Geological Survey (USGS) (b) (7)(C) in Wellsboro, PA, had signed a lease for gas rights that violated 5 C.F.R. §3501.104(b), "Prohibited Interests in Mining." This regulation states that USGS employees cannot have a direct or indirect financial interest in private mining activities in the United States unless those interests are worth $5000 or less; or an aggregate of financial interests are worth $15,000 or less; or royalties paid are less than $600 per year. There are some additional exceptions found in 5 C.F.R. §3501.104(b)(3) that exclude those based on how the ownership of a financial interest was obtained.

During our investigation, we determined that (b) (7)(C) did sign a gas lease with East Resources, Inc., in 2005 and that the current value of the lease exceeds the $5,000 limit. We also learned that most USGS employees do not receive formal training on the restrictions against mining interests.

Reporting Official/Title	Signature
(b) (7)(C), Special Agent	
Approving Official/Title	Signature
(b) (7)(C) Special Agent in Charge	

Authentication Number: 99773294965D9276A9D9B1050AD9AAC3

BACKGROUND

The Code of Federal Regulations (5 C.F.R. § 3501.104(b), "Prohibited Interests in Mining") states that U.S. Geological Survey (USGS) employees cannot have a direct or indirect financial interest in private mining activities in the United States. The prohibition does not apply to single financial interests worth $5,000 or less; aggregate financial interests worth $15,000 or less; or mineral royalties of $600 or less (**Attachment 1**).

The Northern Appalachian Research Laboratory (NARL) in Wellsboro, PA, was part of the research branch of the U.S. Fish and Wildlife Service until September 1993. At that time, a new U.S. Department of Interior (DOI) bureau, the National Biological Survey, was created and NARL became part of it. The National Biological Survey became the National Biological Service a few years later, and in October 1996 it was transferred to USGS to become its new Biological Resources Division. USGS (b) (7)(C) has worked at NARL since (b) (7)(C)

DETAILS OF INVESTIGATION

On September 13, 2013, the Office of Inspector General received an anonymous complaint regarding (b) (7)(C) (**Attachment 2**). The complainant alleged that (b) (7)(C) had signed a lease for the gas rights under his property in violation of USGS policy.

(b) (7)(C) told us during an interview that he purchased his house and land in (b) (7)(C) but did not learn about the value of the gas under the property until an agent from "Eastern Resources" approached him in 2005 (**Attachment 3**). He signed a lease the same year (**Attachment 4**). He said that he did not buy his property for the gas and that he was lucky because the mineral rights were included in the purchase.

***Agent's Note**: During his interview, (b) (7)(C) referred to the company with whom he signed the lease as Eastern Resources. However, the company's name is believed to be East Resources, Inc.*

(b) (7)(C) told us that he received $122 from the company the year he signed the lease, and has received $61 per year since. He knew that if he were paid more than a certain amount he would be violating USGS policy. He said he believed that the probability of the company actually producing gas from his land was less than 50 percent so he felt fine about signing the lease since he was not receiving more than $600 per year.

(b) (7)(C) confirmed that he had listed his house for sale (**Attachment 5**). He said he was offering the house and (b) (7)(C) and the oil, gas, and mineral (OGM) rights at an additional $80,000. He told us that his asking price for the OGM rights was below their appraised value, stating that he believed his 12-acre gas lease was worth approximately $6,000 to $8,000 per acre.

We showed him a September 1, 2011 memorandum, from USGS (b) (7)(C) Ethics Counselor (b) (7)(C) (b) (7)(C) related to the restrictions on holding oil, gas, and mineral leases, and he recalled having seen it before. He noted the part of the memorandum that said employees needed to contact the USGS Ethics Office if they held royalties in excess of $600 per year, and said that he had no reason to contact the office because he only receives $61 per year.

We interviewed NARL (b) (7)(C), who is (b) (7)(C) supervisor (**Attachment 6**).

(b) (7)(C) told us that when he started as (b) (7)(C) in (b) (7)(C), (b) (7)(C) tried to get him to buy his (b) (7)(C)) house. (b) (7)(C) gave (b) (7)(C) two separate prices, one for the house and property and one for the OGM rights (b) (7)(C) recalled that at the time (b) (7)(C) approached him, the OGM rights were listed at $150,000 and the house at around $200,000. (b) (7)(C) pointed out that the purchase of (b) (7)(C) OGM rights applied just to the rights and did not mean that a signed lease was already in place, but also said it would not surprise him to learn that (b) (7)(C) had a lease.

(b) (7)(C) told us that he had been informed during his interview for his current position that he could not profit from any gas leases while working for USGS. He said he could not sign a lease that generates over $600 of income per year and that there is a cap on how much he can profit from the sale of a lease. He also said that he would have to contact the USGS Ethics Office and apply for a waiver (which is granted by the USGS Director) if he wanted to sign a gas lease. If the waiver was denied, he would have to leave USGS in order to profit from the lease. He signed a memorandum as part of the hiring process acknowledging that he was aware of these restrictions.

(b) (7)(C) said that this policy applies to every USGS employee and everyone at NARL knows about it; therefore, there should be no "exposure" to NARL or USGS. He told us he had not held any all-hands meetings about gas leases because he did not know that they were a problem.

(b) (7)(C) said that as the NARL (b) (7)(C) he was responsible for the conduct of the employees at his branch and for making sure that everyone was meeting the ethical responsibilities of being a USGS employee. He explained that if he became aware of a direct gas lease violation, he would follow up on it by notifying his immediate supervisor, the Employee Relations Office, and the Ethics Office to arrange a conference call, but added that there is a limit to what he will look for himself.

We also interviewed (b) (7)(C) , USGS (b) (7)(C) and former (b) (7)(C) (**Attachment 7**). He said that all USGS employees are prohibited from entering into private oil and gas leases without a waiver from USGS. He stated that the restrictions on leases have a dollar limit on the signing bonus an employee can receive from a company for signing a lease and on the royalties the employee can receive in a year. He could not recall the specific dollar amounts of either restriction.

(b) (7)(C) said that he was offered gas leases himself on two occasions and that he applied for a waiver after the first offer. He said that he spoke with (b) (7)(C) in the Ethics Office many times during the waiver process. His request for a waiver was ultimately denied by the USGS Director.

Throughout his lease offer and waiver process, (b) (7)(C) said, he explained what he learned about the regulations to his employees and put everything in writing for their benefit. (b) (7)(C) said he also spoke with all of his employees to identify their individual circumstances related to the oil and gas industry.

(b) (7)(C) said that (b) (7)(C) told him that he had signed a lease some time before the lease offer (b) (7)(C) received. (b) (7)(C) explained to us that (b) (7)(C) was within policy because he was not receiving any royalties and the $61 annual "bonus" was under the dollar limit. He did not think that (b) (7)(C) had to apply for a waiver or notify the Ethics Office about his lease since he was under the policy thresholds.

We asked (b) (7)(C) to explain the lease restriction and waiver process in 5 CFR § 3501.104 (**Attachment 8**). She said that the restriction prohibits any USGS employee from having interests in private mining activities within the United States. She also explained that 5 C.F.R. § 3501.104(b)(3)

details the exceptions to the policy (interests where royalties paid annually equal $600 or less; small interests worth $5,000 or less; or aggregate interests worth $15,000 or less).

According to (b) (7)(C), the value of a gas lease could be determined by the amount of money the lessor received at the time of signing. She agreed that an employee would be violating the restriction if the value of the employee's gas lease exceeded $5,000, even if the employee received a signing bonus of less than $5,000 or even no signing bonus. She explained that the amount of the signing bonus implied that the lease is at least worth that amount. We asked (b) (7)(C) what she believed the lease value might be if a USGS employee was selling a residence with the option to purchase the lease and mineral rights for an additional $80,000 (b) (7)(C) stated that she would consider the lease value to be $80,000, which would violate the $5,000 restriction.

(b) (7)(C) said that according to the C.F.R. (5 C.F.R. § 3501.104(b)(5)), an employee is entitled to ask the USGS Director for a waiver if the employee wished to hold a financial interest in excess of what was permitted. When the Ethics Office receives a waiver request from an employee, it issues a recommendation on the request to the USGS Director, who can grant a full waiver, issue a waiver with certain conditions, or deny the request. (b) (7)(C) said that as of the date of the interview, (b) (7)(C) had not applied for a gas waiver, adding that his personnel file would contain a copy of any earlier waiver requests. She reviewed the file and found no prior requests.

Many of the NARL employees we interviewed stated that they received no formal training on the rules and regulations related to 5 C.F.R. § 3501.104 (**Attachments 9-10**, and see Attachments 4, 6, and 7). Even (b) (7)(C), the current (b) (7)(C), said that he had not yet received any formal training on the subject since he was hired on (b) (7)(C) (see Attachment 6). Many employees credited their knowledge and understanding of the regulation and its restrictions on gas leases to (b) (7)(C) communication with them; still, most employees misinterpreted the regulation and appeared not to understand the $5,000 financial interest restriction or the $15,000 aggregate financial interest restriction.

We also learned during our investigation that only those USGS employees who are required to file financial disclosure forms (Form OGE-450) must complete mandatory annual ethics training. We found that (b) (7)(C) current position did not require him to file an OGE-450, and so he is not required to take the annual ethics training.

(b) (7)(C) said he became aware of the restrictions related to oil and gas leases when he became NARL's (b) (7)(C) (see Attachment 7). He said that during his tenure as (b) (7)(C) he did receive annual ethics training, which was not required in his previous role as a (b) (7)(C). The training he took included general information that was only enough to help him understand that signing a lease could be problematic. His employees were not required to file the financial disclosure, and therefore they did not receive any ethics training; they only received the information related to the oil and gas lease restrictions through what he passed down to them. (b) (7)(C) said that new employees had to sign an acknowledgement of the prohibition, but they never received any formal training on the topic.

(b) (7)(C) explained that new USGS hires receive a form, an ethics flipbook, and a hard copy of the DOI employee ethics guide, which cover topics including the oil and gas lease restrictions (see Attachment 8). She added that employees must sign an acknowledgement form attesting to their understanding of the prohibitions. She noted, however, that the flipbook did not refer to the prohibition specific to oil and gas leases and said that such language should be included the next time the flipbook is updated.

(b) (7)(C) also told us that she was not a USGS employee when NARL became part of USGS, but based on the small number of employees in the Ethics Office she doubted that NARL employees received formal training on the restrictions at that time.

(b) (7)(C) confirmed that annual ethics training is required for employees who file a financial disclosure form. The oil and gas lease restrictions are mentioned in this annual ethics training. (b) (7)(C) believes that annual ethics training should be required for every USGS employee since the non-filers are not being formally reminded of their restrictions. She believed that such training would benefit both USGS and its employees.

SUBJECT(S)

(b) (7)(C) USGS (b) (7)(C) Wellsboro, PA.

DISPOSITION

This matter is being referred to the Acting Director of USGS for any administrative action she deems necessary.

ATTACHMENTS

1. 5 C.F.R. 3501.104(b) – "Prohibited Interests in Mining."
2. Complaint dated September 13, 2013.
3. IAR – Interview of (b) (7)(C), dated February 18, 2014.
4. Memorandum of Lease, dated November 8, 2005.
5. IAR – Analysis of (b) (7)(C) property, dated December 5, 2013.
6. IAR – Interview of (b) (7)(C), dated February 18, 2014.
7. IAR – Interview of (b) (7)(C) dated March 4, 2014.
8. IAR – Interview of (b) (7)(C), dated March 4, 2014.
9. IAR – Interview of (b) (7)(C), dated February 11, 2014.
10. IAR – Interview of (b) (7)(C), dated February 11, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Renewable Energy False Reporting	OI-CA-14-0592-I
Reporting Office	**Report Date**
Sacramento, CA	February 12, 2015
Report Subject	
Closing Report of Investigation	

SYNOPSIS

This office received allegations from a Bureau of Land Management (BLM) biologist that renewable energy companies holding right-of-way (ROW) grants with BLM were falsely reporting animal takes associated with their activities on Federal land. The complaint also alleged that the companies prevented biological monitors from directly reporting their findings to BLM by requiring them to sign nondisclosure agreements (NDA).

This investigation is closed. This office reviewed the allegations—including interviews of the complainant, witnesses, and BLM management—and could not substantiate them with the information received. Additionally, BLM management already had begun to address the issues by drafting ROW grant policy clarifications to avoid the alleged issues in the future.

DETAILS OF INVESTIGATION

The Department of the Interior, Office of Inspector General received allegations from BLM (b) (7)(C) (b) (7)(C) that renewable energy companies were providing false reports of animal takes and relocations related to projects on Federal land (**Attachments 1 and 2**). Additionally, (b) (7)(C) stated that the companies forced the biological monitors to sign NDA's, which prohibited them from reporting their observations directly to BLM without prior notice and review by company representatives.

(b) (7)(C) explained that BLM's ROW grants required the companies to hire biological monitors and stated that the biologists should communicate directly with the agency about the project (**Attachment 3**). She said that renewable energy companies interpreted the contracts simply as requiring biological reporting, but not necessarily from the biologist. She believed that, by requiring the biologists to sign

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(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

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NDA's, the energy companies had inserted themselves into the biological reporting process—the biologists reported their findings to the company for review, and then the company forwarded the wildlife take and relocation statistics to BLM (b) (7)(C) felt that BLM lacked a mechanism by which to verify that the numbers reported by the companies accurately reflected the biologists' observations at the project sites. She received many indirect accounts that the companies pressured biologists to minimize mitigation actions and costs, and that some companies altered biological reports before sending them to BLM; however, she stated that the NDA's precluded the biologists with direct knowledge from speaking with regulatory agencies about their concerns.

BLM (b) (7)(C), who managed several renewable energy projects by Desert Sunlight and Genesis, stated that the ROW grants required the companies to hire biological monitors to oversee the projects from start to finish (**Attachment 4**). He felt, however, that BLM had not successfully clarified the nature of the monitors' association with the companies and BLM; he explained that the energy companies were expected to pay the biologists for their services, but that the monitors actually worked for BLM. He heard that some companies had provided scrambled raw data from monitors' reports to BLM, but he had no firsthand knowledge of such incidents.

BLM (b) (7)(C) believed that the allegations that CSolar West had tampered with biological reports originated with a biologist who had been terminated by the company and may have had "an ax to grind (**Attachment 5**)." He stated that BLM staff received CSolar West's biological reports on a monthly basis and that an independent third-party environmental compliance monitor performed quality control services. He said that this third-party had compared the reports BLM received from CSolar West with those submitted to the company by the biological monitors, and that it had found no significant differences in the data. [redacted] questioned whether NDA's violated ROW grant conditions because BLM had not explicitly required direct reporting by the biological monitors. He stated that he and BLM Deputy State (b) (7)(C) were drafting a direct reporting requirement for incorporation into an updated ROW grant policy.

Several independent biologists who had worked for renewable energy companies shared their experiences and opinions about the allegations (**Attachments 6 through 12**). Most of the biologists felt that NDA's interfered with the performance of their duties, and many described being pressured by company representatives to minimize their adverse findings. The biologists believed that it presented a conflict of interest for biologists to be paid by companies who were unwilling to expend the time and money required to comply with environmental regulations. Several of the biologists had been terminated by the energy companies for what they described as simply doing their jobs (see Attachments 8 through 11); the companies found cause for their terminations within the terms of the NDA's the biologists had signed, usually citing the biologists' failure to filter reports or statements through the company before communicating directly with BLM. They suggested that BLM could alleviate the confusion and tension between the energy companies and the biologists by clarifying and enforcing the conditions of the ROW grants.

BLM Wildlife Biologist (b) (7)(C) stated that Iberdrola reviewed and modified biological reports before sending them to him, which he felt was inappropriate because he could not verify the accuracy of the reports without first receiving the raw data (**Attachment 13**). With BLM management's support, (b) (7)(C) refused to accept pre-reviewed reports from the company; Iberdrola balked and submitted a letter to BLM's Solicitor requesting clarification of the policy and complaining that (b) (7)(C) had arbitrarily and capriciously delayed its application process. The Solicitor responded to Iberdrola with a letter supporting BLM's position that companies were required to submit unaltered

reports directly from the biologists to BLM. Although BLM management supported (b) (7)(C) he felt that the agency lacked firm guidance on biological reporting and believed the regulations were not applied consistently throughout BLM offices.

BLM (b) (7)(C) was not concerned about the NDA's because he understood that renewable energy companies needed to protect their technology from their competitors (**Attachment 14**). He was concerned, however, with whether BLM received the best information from the field to enable it to make informed decisions and fulfill the public's expectations that it acted as a "watchdog" for Federal land and its resources. (b) (7)(C) stated that (b) (7)(C) and other BLM employees were drafting policy clarifications for BLM's ROW grant application process, with the primary focus on the delivery of monitoring data from field sites. He believed these clarifications will alleviate reporting issues and conflicts of interest because energy companies will receive notification of their responsibilities at the outset of their projects. He stated that the updated policy and new ROW grants would include language from the applicable sections of the Code of Federal Regulations and would provide notice to the companies that BLM was authorized to suspend or terminate a ROW grant for noncompliance with any of the terms and conditions. At the time of this report, (b) (7)(C) stated that the draft policy update was under review by the Solicitor's office.

SUBJECT(S)

Renewable energy companies, including CSolar West, Iberdrola, Bright Source, First Solar, Next Era, Abengoa, and Abengola.

DISPOSITION

Because the allegations made by the complainant were not substantiated by firsthand accounts, and because BLM had already begun to address the systemic issues by updating its ROW grant policy, this investigation is closed.

ATTACHMENTS

1. Investigative Activity Report (IAR): Case Initiation Report, dated August 11, 2014.
2. IAR: Voice Mail from (b) (7)(C) and Follow-up Conversations, dated July 24, 2014.
3. IAR: Interview of (b) (7)(C), dated August 12, 2014.
4. IAR: Interview of (b) (7)(C), dated December 11, 2014.
5. IAR: Interview of (b) (7)(C), dated December 11, 2014.
6. IAR: Interview of (b) (7)(C), dated December 11, 2014.
7. IAR: Interview of (b) (7)(C), dated February 10, 2015.
8. IAR: Interview of (b) (7)(C), dated February 10, 2015.
9. IAR: Interview of (b) (7)(C), dated February 10, 2015.
10. IAR: Interview of (b) (7)(C), dated February 11, 2015.
11. IAR: Interview of (b) (7)(C), dated February 11, 2015.
12. IAR: Interview of (b) (7)(C), dated February 11, 2015.
13. IAR: Interview of (b) (7)(C), dated February 10, 2015.
14. IAR: Interview of (b) (7)(C), dated November 13, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-OG-14-0159-I
Reporting Office **Energy Investigations Unit**	**Report Date** **January 20, 2015**
Report Subject **Final Report of Investigation**	

SYNOPSIS

This investigation, conducted jointly with the Bureau of Land Management – Special Investigations Group (BLM-SIG), was initiated on February 10, 2014, based on information provided to this office by (b) (7)(C), Northeastern States Field Office (NSFO), BLM, and other BLM staff. BLM-NSFO alleged that (b) (7)(C) Oil and Gas, LLC (LCMOG), refused to provide production records and sales information for nine private acquired leases located in the Wayne National Forest, Ohio. Allegedly, (b) (7)(C) sent one small payment to the Office of Natural Resources Revenue (ONRR), claimed the payment applied to a specific lease, and then changed the lease number attributed to the payment as soon as a new payment default was discovered. BLM-NSFO staff surmised that (b) (7)(C) may be trying to "hold" the leases to prevent resale by the Federal government because the leases are in Utica and Marcellus shale gas production areas.

During this investigation, we conducted interviews, reviewed inspection and oil purchase records, and issued a subpoena to LCMOG. Based on the information that was provided, we were unable to determine a loss to the government for all LCMOG wells and were unable to corroborate the BLM's claim related to changing payment attribution. The review of LCMOG's information disclosed one well with repetitive reporting, and identified monthly discrepancies between the price listed on ONRR royalty summaries created by (b) (7)(C), LCMOG, and the price listed on Dominion East Ohio Producer Production Payment reports.

Our analysis was presented to the United States Attorney's Office – Affirmative Civil Enforcement, District of Colorado, who declined to pursue this case. This matter is closed with the submission of this report.

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(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

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BACKGROUND

A private acquired lease is a lease for minerals that has been purchased by, or donated to, the Federal Government. Minerals subject to these terms were generally leased prior to government acquisition. Federal regulations governing private acquired leases depend on the underlying law that governed the land acquisition. These leases may not be subject to many of the common Federal leasing laws, such as the Royalty Simplification and Fairness Act (RSFA) or the Federal Oil and Gas Royalty Management Act (FOGRMA). The leases are subject to the terms of the original, acquired lease, and also may be subject to state and common law.

Many leases have initial terms that describe development requirements for the minerals. After an initial term, leases are typically "held by production," which means that the lease is valid and enforceable as long as minerals are produced and rentals and or royalties are paid. If production ceases or all of the wells are plugged and abandoned, the lease terminates, and the mineral owner is free to issue a new lease for the minerals. It is possible that an operator may falsely report production and royalties in order to "hold" a lease in hopes of selling the lease or to avoid plugging and abandonment costs. Falsely reporting production and royalties to the Government would constitute a false statement, a violation of Title 18 of the United States Code, Section 1001.

The BLM uses a variety of management tools for private acquired leases, including Incidents of Noncompliance (INCs), "Plug or Produce" letters, and assistance from Ohio Division of Natural Resources (ODNR) inspectors. INCs may be issued for a variety of reasons, including safety hazards, a lack of identification, lack of measurement of production, and other issues that may limit the Government's ability to account for royalties and or production. Plug or Produce letters give an operator 60 days to prove that a well is capable of production, return a well to producing status or plug and abandon a well that is no longer capable of production. The ODNR inspectors can issue violation notices and fines for violations of Ohio state oil and gas laws in areas where Federal regulations may not apply to the wells.

DETAILS OF INVESTIGATION

On January 15, 2014, OIG and BLM-SIG telephonically interviewed (b) (7)(C) (b) (7)(C), BLM-NSFO; (b) (7)(C), BLM-NSFO; and [redacted] (b) (7)(C), BLM-NSFO **(Attachment 1).** The group explained that LCMOG had nine private acquired leases in the Wayne National Forest, Ohio, which consisted of 756 surface acres of land. (b) (7)(C) stated that (b) (7)(C) did not have production meters for the wells, did not provide production records, and sent payments to ONRR for small amounts of money. (b) (7)(C) stated that (b) (7)(C) and (b) (7)(C) had claimed the payments applied to one lease, and then changed the lease number attributed to the payment as soon as a new payment default was discovered. (b) (7)(C) stated that LCMOG may be trying to hold the leases to prevent re-leasing by the Federal government because the leases are in Utica and Marcellus shale gas production areas. (b) (7)(C) stated that the U.S. Forest Service has cited the (b) (7)(C) multiple times for surface management issues. (b) (7)(C) added that the (b) (7)(C) operate their wells under multiple company names.

On March 24, 2014, OIG and BLM-SIG interviewed (b) (7)(C) regarding his inspections of wells located on leases OHES 54590, OHES 46156, OHES 52311, OHES 37980, OHES 55664, OHES 45801, OHES 42393, OHES 47163, and OHES 47704 (**Attachment 2**). (b) (7)(C) described multiple INCs issued

to LCMOG for the wells inspected. Violations included improper well signs, littering, and inadequate well site maintenance, such as cutting weeds or maintaining roads.

On April 1, 2014, OIG reviewed inspection records and photographs provided by (b) (7)(C) **(Attachment 3)**. The documents detailed inspections of the (b) (7)(C)' leases, and noted INCs and nominal volumes of production from multiple wells. (b) (7)(C) inspection notes indicated that some wells did not appear capable of producing oil and or gas.

On April 17, 2014, OIG reviewed oil purchase records received from Ergon Oil Purchasing, Inc. to determine if oil from LCMOG was recently purchased by Ergon **(Attachment 4)**. The review identified purchases from LCMOG wells identified as the Carpenter 1 (April 20, 2003), the Romick 1 (August 13, 1999), the Robinson 2A (November 4, 1999), the Romick 4 (January 26, 2004), the Ward 2 (January 17, 2000), the Morris 1G (August 13, 1999), and the Amos 1 (August 15, 2003).

On June 24, 2014, OIG and BLM-SIG interviewed (b) (7)(C), LCMOG **(Attachment 5)**. (b) (7)(C) LCMOG (b) (7)(C) is a (b) (7)(C) employee, and stated she was in (b) (7)(C) (b) (7)(C) Federal wells (b) (7)(C) explained that LCMOG is also known as (b) (7)(C), and (b) (7)(C) claimed that she paid ONRR quarterly for all Federal gas production, and said she sends a check to ONRR with a summary of sales and royalties due for each well. (b) (7)(C) stated that any Federal oil royalties were supposed to be paid by (b) (7)(C) and (b) (7)(C), Jetty Oil, and stated she did not have any oil royalty records.

(b) (7)(C) also claimed that each gas well had a chart meter in addition several sales meters for Dominion Gas Company, the gas purchaser. (b) (7)(C) explained that the charts were integrated (e.g., reviewed for measurement) by Gas Measurement Service. (b) (7)(C) described her gas reporting process, and stated that the wellhead meters were reconciled with the sales volumes reported to her by Dominion.

When asked if there were any wells that had not produced for an extended period of time, (b) (7)(C) stated that, to her knowledge, the wells were capable of producing and were on line. (b) (7)(C) identified one well from her royalty report, the Romick 3, that did not have any production. (b) (7)(C) (b) (7)(C) related that the well had not produced for some time. (b) (7)(C) also stated she had maintained all records related to the wells since she and her (b) (7)(C) acquired the wells in 1985.

On July 11, 2014, OIG served OIG Subpoena No. 001584 (the subpoena) via Federal Express to LCMOG **(Attachment 6)**. LCMOG received the subpoena on July 14, 2014.

Between August 11, 2014, and December 9, 2014, OIG reviewed information provided by (b) (7)(C) (b) (7)(C) pursuant to the subpoena **(Attachment 7)**. The purpose of the review was to calculate estimated royalties in order to determine if the (b) (7)(C) failed to pay the proper royalties associated with production from the federal wells. Based on the limited subpoena production provided by (b) (7)(C) the calculation of monetary damages for each year was not possible. Several wells were excluded from the estimated royalties calculated by OIG because the "MCF Sold" or Dominion East Ohio price information was not provided. As a result, direct comparison between royalties paid by (b) (7)(C) and the possible loss for ONRR and Dominion East Ohio prices could not be determined.

OIG determined the gas wells identified as the Romick 2, Kubachi, and the Graham-Addison reported

nominal (e.g., less than five MCF) or zero volumes from operations throughout the period of review. The review of information did not disclose any production information for the Morris 1G, Carpenter 1 or Romick 3 wells. OIG also noted monthly discrepancies between the price listed on the ONRR royalty summaries and the price listed on the Dominion East Ohio Producer Production Payment report. Additionally, OIG identified repetitive reporting from the Amos well for production years 2008 through 2011. Production information for the Amos well was not provided for 2012 and 2013.

The review of incomplete information provided by (b) (7)(C) disclosed that LCMOG may have overpaid between $162.40 and $524.04 in royalties; however this analysis did not consider the Morris 1G well, Carpenter 1 well, or Romick 3 well, which were not analyzed because information supporting production and sales associated with these wells was not provided by (b) (7)(C).

SUBJECT(S)

(b) (7)(C)
(b) (7)(C) Oil and Gas, LLC
275 Reed Road
Marietta, OH 45750

DISPOSITION

On December 15, 2014, this case was referred to the United States Attorney's Office, District of Colorado, Affirmative Civil Enforcement, and was declined. The matter is closed with the submission of this report.

ATTACHMENTS

1. IAR – Interview of (b) (7)(C), et al. – Receipt of Complaint.
2. BLM Memorandum of Interview – Interview of (b) (7)(C).
3. IAR – Review of Inspection Files Provided by (b) (7)(C).
4. IAR – Review of Purchase Records from Ergon Oil.
5. IAR – Interview of (b) (7)(C).
6. IAR – Service of OIG Subpoena No. 001584 – (b) (7)(C) Oil and Gas, LLC.
7. IAR – Review of Subpoena Records and Damages Analysis.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-14-0532-I
Reporting Office	**Report Date**
Herndon, VA	December 15, 2014
Report Subject	
Report of Investigation	

SYNOPSIS

We initiated this investigation on July 25, 2014, after receiving an allegation that (b) (7)(C), (b) (7)(C), National Park Service (NPS), Washington, DC, may have pressured NPS staff to award a contract to former NHL intern (b) (7)(C) (b) (7)(C). The contract was a Memorandum of Agreement (MOA) awarded to (b) (7)(C) by non-profit organization National Collaborative for Women's History Sites (NCWHS) on August 23, 2013 for $13,879.80. NCWHS awarded the MOA pursuant to its Task Agreement (TA) #P12AC12827 with NPS. The purpose of the TA was to prepare up to three NHL nominations. NCWHS awarded one of those to (b) (7)(C) to produce a nomination for the Marjory Stoneman Douglas house in Miami, Florida. Initial review of contract files disclosed that (b) (7)(C) proposal contained a letter of recommendation (LOR) authored by (b) (7)(C) and dated thirteen days before the proposals were due. Also, interviewees during a separate investigation expressed concern over how (b) (7)(C) won the award, because his academic qualifications were inferior to some of the other bidders. Based on this information, we attempted to determine if any ethics rules or criminal laws regarding government procurement and conflicts of interest were violated.

We were able to confirm that (b) (7)(C) did in fact serve in some capacity as an NHL intern in mid-late 2012. But due to the lack of official records, we could not verify the exact start and end date, or his exact status during that period. However, we confirmed (b) (7)(C) was never an NPS employee, so he was not subject to post-employment restrictions mandated by federal law, or otherwise prohibited from bidding on the MOA as prime contractor.

We discovered that a second bidder's proposal also included an LOR authored by (b) (7)(C) this one dated four days before the proposals were due. Both of the LOR's were general in nature and did not address the Douglas house project specifically.

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(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

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We interviewed NCWHS members involved in the solicitation and award of the MOA, who disclosed that [redacted] was heavily involved in the evaluation of the proposals on behalf of NPS and strongly advocated for [redacted] to win the award. However, they said the presence of the letters had little bearing on their selection. When interviewed, [redacted] denied writing the LOR's specifically to endorse either of the bidders for the Douglas house contract. [redacted] stated further that she did not recall if they informed her they would submit the LOR's with their proposals. She averred that during the evaluation of the proposals, she advocated for [redacted] to win based on him being the lowest qualified responsible bidder, who had prepared successful NHL nominations in the past.

Since [redacted] was the NHL [redacted] when [redacted] served in an internship within the NHL, that may have constituted a *covered relationship* under conflict of interest rules codified in the Title 5, Code of Federal Regulations, Section 2635.502 (b)(1). While it was part of her official duties to evaluate the proposals, [redacted] did not recuse herself from the process when she saw the LOR's in the proposals. Likewise, her supervisor (who also directly evaluated the proposals on behalf of NPS) did not replace her with another staff member when he saw the LOR's.

However, we did not uncover evidence that [redacted] received anything of value in exchange for the LOR or in exchange for showing favoritism to [redacted] Similarly, we discovered no evidence that [redacted] released any source-selection information to [redacted] or violated any other criminal laws related to government procurement.

BACKGROUND

Pertinent Regulations

United States Code (USC)

Title 18, USC, Section 201, prohibits giving, promising, demanding, or receiving anything of value for the purpose of influencing an official act.

Title 18, USC, Section 208, prohibits government employees from participating in government actions where they have a personal financial interest in the outcome.

The Procurement Integrity Act, codified in Title 41, USC, Sections 2101-2107, prohibits: release or receipt of contractor bid information; government employees from negotiating for employment with contract bidders; and certain former government employees obtaining employment from contractors within specified time frames.

Code of Federal Regulations (CFR)

Title 5, CFR, Section 2635.101(b)(8) states, as a basic principle of government service, "employees shall act impartially and not give preferential treatment to any private organization or individual."

Title 5, CFR, Section 2635.102 continues, "…an employee should not participate in a particular matter involving specific parties which he knows is likely to affect the financial interests of a member of his household, or in which he knows a person with whom he has a covered relationship is or represents a party, if he determines that a reasonable person with knowledge of the relevant facts would question

his impartiality in the matter." A *covered relationship* is defined in Section 2635.502 (b)(1) as

> (i) A person, other than a prospective employer described in §2635.603(c), with whom the employee has or seeks a business, contractual or other financial relationship that involves other than a routine consumer transaction;
> (ii) A person who is a member of the employee's household, or who is a relative with whom the employee has a close personal relationship;
> (iii) A person for whom the employee's spouse, parent or dependent child is, to the employee's knowledge, serving or seeking to serve as an officer, director, trustee, general partner, agent, attorney, consultant, contractor or employee;
> (iv) *Any person for whom the employee has, within the last year, served as officer, director, trustee, general partner, agent, attorney, consultant, contractor or employee;*[emphasis added] or
> (v) An organization, other than a political party described in 26 USC 527(e), in which the employee is an active participant.

Title 5, CFR, Section 2635.702 permits an employee to "…sign a letter of recommendation using his official title only in response to a request for an employment recommendation or character reference based upon personal knowledge of the ability or character of an individual with whom he has dealt in the course of Federal employment or whom he is recommending for Federal employment."

Federal Acquisition Regulations (FAR)

FAR 3.101-1 states "government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none," and "the general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships."

FAR part 15.410(c) requires "any information given to a prospective offeror or quoter shall be furnished promptly to all other prospective offerors or quoters as a solicitation amendment if (1) the information is necessary in submitting proposals or quotations or (2) the lack of such information would be prejudicial to a prospective offeror or quoter."

DETAILS OF INVESTIGATION

We initiated this investigation based on information developed during the conduct of a separate investigation **(Attachment 1)**. During that investigation, we interviewed (b) (7)(C) NCWHS, who opined that (b) (7)(C) may have pressured NPS staff to award a contract to former NHL intern (b) (7)(C) and other interviewees during that investigation expressed concern over how (b) (7)(C) won the award, because his academic qualifications were inferior to some of the other bidders, and his bid seemed to omit adequate travel costs. We conducted an initial review of contract file documents from the MOA and TA and discovered that (b) (7)(C) proposal package contained a Letter of Recommendation (LOR) on NPS letterhead that (b) (7)(C) had prepared on behalf of (b) (7)(C). We also found (b) (7)(C) proposal was dated July 15, 2013, the day that it was due. Additionally, (b) (7)(C) proposal was much lower than the other bidders, reflected limited academic credentials, and projected limited travel costs.

(b) (7)(C) Status at NHL

Through numerous interviews, we learned that personnel in the NHL program considered (b) (7)(C) an "intern" who worked in that office in approximately mid-late 2012, but they gave conflicting opinions on his exact status **(Attachments 2, 3, 4, 5)**. In his resume that accompanied his proposal, (b) (7)(C) referred to himself as a "Contractor, (b) (7)(C) " during Summer 2012 **(Attachment 6).** We checked NPS and NHL records but found no record of (b) (7)(C) as a government employee, no record of whether he was granted unescorted access to the NHL facility or government information systems, and no record of what internship program he fulfilled **(Attachment 7)**. We discovered a profile for him in the DOI Learn database, but it contained no history of any training courses completed **(Attachment 8)**. The profile listed his "Employee Type" as "Intern" and his "Job Title" as "INTERN - Historian." It listed a start date of (b) (7)(C) , but no end date was listed.

However, we eventually discovered that NHL had created an internship position, which NHL offered to (b) (7)(C) and funded it with funding provided by the National Parks Foundation **(Attachment 9)**. Communications among NHL personnel regarding (b) (7)(C) indicated the desire for him to start the internship sometime in (b) (7)(C), but we could not discern the exact start or end dates.

The Cooperative Agreement, Task Agreement, and Memorandum of Agreement

On May 29, 2012, NPS issued Cooperative Agreement (CA) #P12AC30330 to NCWHS as an "umbrella agreement" for tasks to support women's history initiatives **(Attachment 10)**. The CA was funded through separate task orders.

On August 20, 2012, NPS issued TA #P12AC12827 as a task order off of CA #P12AC30330 **(Attachment 11)**. The TA contained a number of tasks, including conducting a women's history workshop, and hiring contractors to prepare up to three un-named NHL nominations. According to the TA, NCWHS was supposed to select the contractors to write the nominations, but with "concurrence of NPS", which would "review and approve the list of two to three historians to write and submit NHL nominations of the selected sites."

As one of the deliverables under TA #P12AC12827, NCWHS entered into an MOA (un-numbered) with (b) (7)(C) on August 23, 2013 for $13,879.80 **(Attachment 12)**. The purpose of the MOA was to produce an NHL nomination for the Marjory Stoneman Douglas house in Miami, Florida. The project was to start on August 26, 2013 with the final draft to be submitted on June 2, 2014.

The Solicitation and Award Process for the Douglas House MOA

Solicitation

In September 2012, NCWHS hired historical research consultant (b) (7)(C) as (b) (7)(C) for the TA **(Attachment 13)**. (b) (7)(C) said she asked NPS to provide a list of potential bidders for her to send the Request for Proposals (RFP), and on May 3, 2013, (b) (7)(C) sent her list of several candidates which included (b) (7)(C) **(Attachment 14)**. In that email, (b) (7)(C) told (b) (7)(C) , "We cannot, as you know, recommend a contractor." On July 3, 2013, (b) (7)(C) asked (b) (7)(C) via email to also send the RFP to (b) (7)(C) , who was an NHL intern at the time the proposals would be due.

(b) (7)(C) said she publicized the RFP via several websites and direct emails to potential bidders **(Attachment 15)**. The RFP directed bidders to send proposals directly to (b) (7)(C) by July 15, 2013. Six bidders submitted proposals via email to (b) (7)(C) on the dates below **(Attachment 16)**:

(b) (4)
(b) (4)
(b) (4)
(b) (7)(C) : $13,879.80, submitted July 14, 2013, 7:48 p.m.
(b) (4)
(b) (4)

The Proposal Packages

We reviewed all six of the proposal packages, which we obtained from (b) (7)(C) **(Attachment 17)**. (b) (7)(C) proposal contained an LOR authored by (b) (7)(C) and dated July 2, 2013. (b) (7)(C) s proposal contained an LOR authored by (b) (7)(C) and dated July 11, 2013. None of the other proposals contained any sort of endorsement from any NHL personnel. The LOR's were general in nature and did not specifically address the Douglas house proposal. (b) (7)(C) proposal also disclosed that he obtained data regarding the historical average cost of NHL nominations from NHL employee (b) (7)(C) (b) (7)(C) **(Attachment 6)**. When we asked (b) (7)(C) about releasing this information, she explained she considered the data to be public information which she would have released to any member of the public who asked **(Attachment 4)**.

We asked (b) (7)(C) about the LOR in her proposal **(Attachment 5)**. She stated she was an NHL intern at the time the Douglas house proposals were due, and (b) (7)(C) suggested that she apply for it. (b) (7)(C) stated the LOR was a general letter that she and (b) (7)(C) had discussed long before the Douglas house RFP was released. However, (b) (7)(C) could not say for sure if (b) (7)(C) knew she (b) (7)(C) would include it in her proposal (b) (7)(C) added that (b) (7)(C) told her it would be inappropriate to help (b) (7)(C) in preparing her proposal because she (b) (7)(C) would play some role in the evaluation process.

Award Selection

(b) (7)(C) provided all of the proposals to NHL for evaluation. According to several interviews, (b) (7)(C) and (b) (7)(C) evaluated the proposals on behalf of NPS. (b) (7)(C) produced a matrix that listed her and (b) (7)(C) rankings of the bidders (with (b) (7)(C) as number one), and sent it to NCWHS for consideration on July 24, 2013 **(Attachments 9, 18)**.

On July 29, 2013, (b) (7)(C) and (b) (7)(C) hosted a teleconference with (b) (7)(C) and NCWHS officers (b) (7)(C) and (b) (7)(C) to discuss the proposals. According to (b) (7)(C) , and (b) (7)(C) the NCWHS had concerns about (b) (7)(C) lesser academic credentials and the low travel budget in his bid. However, NCWHS agreed to award the MOA to (b) (7)(C) primarily because he was the only bidder that each side found acceptable, but also because they felt that NPS would not concur with any other bidder **(Attachments 13, 19, and 20)**. All three NCWHS members noted the LOR in (b) (7)(C) proposal, but stated it did not overly influence their decision. None of the NCWHS members said they had any reason to believe (b) (7)(C) received anything of value in exchange for favoritism in the contract award.

On August 23, 2013, NCWHS issued the MOA to (b) (7)(C) for $13,879.80, with work to begin on August 26, 2013 **(Attachment 12)**.

Additional Interviews

(b) (7)(C)

We re-interviewed (b) (7)(C) for this investigation **(Attachment 21)**. (b) (7)(C) stated she did not participate in the evaluation of the proposals on behalf of NCHWS. However, she was aware of the presence of the LOR in (b) (7)(C) proposal, and she opined it may have influenced NCWHS to select (b) (7)(C). NCHWS's main concern about (b) (7)(C) was his lack of academic credentials (since he was only a (b) (7)(C) candidate at the time). Also, NWCHS members noted that (b) (7)(C) seemed to omit adequate travel costs in his proposal as compared to the travel costs contained in the other proposals. (b) (7)(C) further noted (b) (7)(C) remark in his proposal that he received cost information from the NPS staff, and she opined this implied the NPS staff "helped" him with his proposal. Based on her conversations with the other NCWHS officials involved in Douglas house MOA award, (b) (7)(C) believed NCWHS finally agreed to select (b) (7)(C) because they were "tired of fighting" with (b) (7)(C) stated she had no reason to believe (b) (7)(C) received anything of value from (b) (7)(C) in exchange for preferential treatment.

(b) (7)(C)

We interviewed (b) (7)(C) direct supervisor **(Attachment 2)**. He related that he and (b) (7)(C) evaluated the Douglas house proposals on behalf of NPS. He considered the selection process for that MOA to be a "collaborative discussion" and "joint decision." (b) (7)(C) averred that he and (b) (7)(C) ranked (b) (7)(C) number one among the bidders because (b) (7)(C) was the "lowest qualified and responsible bidder." He opined (b) (7)(C) had enough experience with the NHL process that NHL could get an acceptable product at the lowest cost. He believed (b) (7)(C) probably submitted a very low-cost bid due to less overhead and in order to gain more experience for his resume. (b) (7)(C) noted the LOR in (b) (7)(C) proposal, but opined it was normal for interns and contractors to obtain LOR's from the NHL program. He added that the existence of the LOR was not important to the evaluation process because he and (b) (7)(C) knew all of the bidders' capabilities. (b) (7)(C) stated he had no reason to believe (b) (7)(C) received anything of value from (b) (7)(C) in exchange for preferential treatment. Following the interview, (b) (7)(C) advised he could not determine (b) (7)(C) exact status while he worked in the NHL facility **(Attachment 22)**.

(b) (7)(C)

We interviewed (b) (7)(C) who explained one of her responsibilities as NHL (b) (7)(C) was to oversee the NHL nomination process **(Attachment 3)**. She said the majority of nominations were not prepared by contractors. However, when a contractor was used, the selection of contractor was a "group process." When asked about the LOR's, she stated she wrote many LOR's and typically used "boilerplate" language. She claimed she did not write the LOR's for (b) (7)(C) or (b) (7)(C) specifically for their Douglas house proposals, and she claimed she did not recall if they informed her they would include the LOR's with their proposals. (b) (7)(C) stated she and (b) (7)(C) evaluated the proposals on behalf of NPS, and she probably produced the color-coded spreadsheet ranking the candidates, but she did not know who had final authority to make the selection. (b) (7)(C) said she and (b) (7)(C) ranked (b) (7)(C) as number one because he was the lowest qualified bidder.

She explained that picking the lowest bidder would allow NPS to get three nominations out of the TA instead of two, since the TA had a funding ceiling. [redacted] also denied assisting [redacted] with his proposal, and she denied receiving or being solicited for anything of value from [redacted] in exchange for favoritism.

[redacted]

We contacted [redacted] at his place of employment, but he declined to answer questions **(Attachment 23)**.

Additional Investigative Activities

Consultation with Ethics [redacted]

We contacted [redacted], Ethics [redacted] for NPS, regarding whether [redacted] contacted him for advice on the propriety of [redacted] as a former NHL intern, receiving an NHL contract **(Attachment 24)**. [redacted] stated he did discuss [redacted] with [redacted] in August 2013, but the discussion was whether he was an employee bound by post-employment rules. They did not discuss [redacted] evaluating proposals when the proposals contained LOR's she had authored.

Review of Email Communications from the Contract File

We reviewed copies of email communications present in the TA #P12AC12827 file **(Attachment 25)**. In an email chain regarding [redacted] status with NHL, dated July 29, 2013 – June 20, 2014, [redacted] asked [redacted] "When did he finish his internship with us?" Three minutes later, [redacted] sent another message to [redacted] in which he remarked "If his internship was over less than a year ago, you should clear with [redacted] our Ethics [redacted] that he has no conflict." In a reply from [redacted] dated June 19 2014, she stated "It was more than a year previously (see below)."

In an email chain dated July 23, 2013 – June 20, 2014, subject line "NCWHS comments on top 3 NPS applicants for Douglas NHL", [redacted] told [redacted] on July 26, 2013, "But if we have to press them, make sure you first warn [redacted] that they'll very very likely be very very high maintenance."

Review of [redacted] *Training Records*

We reviewed [redacted] training records on file in the DOI Learn database, and found only one entry for annual ethics training, which was May 21, 2013 **(Attachment 8)**. The only procurement –related training was government charge card refresher on July 26, 2013. During her interview, [redacted] related she had been trained as and fulfilled Contracting Officer Representative duties in approximately 2004-2005 at a different government agency.

Review of [redacted] *Emails*

We reviewed [redacted] government email communications related to [redacted] and discovered she appeared to have agreed to author a letter of recommendation (LOR) for [redacted] as early as November 2012 **(Attachment 9)**. After that time, [redacted] sent her several emails to remind her to prepare it. On July 1, 2013, he informed [redacted] and NHL employee [redacted] that he would include the LOR in his proposal for a contract to prepare an NHL nomination package for the Douglas

house. [redacted] emailed an LOR to [redacted] on July 2, 2013, which we found to be the same letter included in [redacted] proposal.

On July 24, 2013, [redacted] emailed a color-coded matrix to [redacted] stated the matrix represented "our" ranking of the bidders who submitted proposals for the Douglas house contract.

On July 9, 2013, [redacted] asked [redacted] and [redacted] for the average cost that contractors charged to prepare NHL nominations, and asked their opinion regarding his intent to underbid the contract. [redacted] directed him to NPS employee [redacted] to request what [redacted] considered public information, and [redacted] provided the information to [redacted] on July 11, 2013.

The communications indicated NHL created an internship position specifically to support its [redacted] initiative, and offered it to [redacted] to prepare a nomination package for the Concha Melendez [redacted] house in Puerto Rico. NHL solicited funding from non-profit organization National Parks Foundation (NPF) for the internship, out of funding reserved by NPF for preparing national historic landmark nominations. The communications indicated [redacted] started in this capacity sometime in May [redacted] as a "summer hire." In some of the emails, [redacted] was referred to as a contractor.

DISPOSITION

We are providing this report to the Director of the National Park Service for any action deemed appropriate.

SUBJECT

[redacted] NHL Program
NPS
[redacted]@nps.gov

ATTACHMENTS

1. Investigative Activity Report (IAR) – Complaint Document, July 7, 2014
2. IAR – Interview of [redacted], September 12, 2014
3. IAR – Interview of [redacted], September 19, 2014
4. IAR – Interview of [redacted], October 28, 2014
5. IAR – Interview of [redacted], October 28, 2014
6. IAR – Review of [redacted] Proposal for the Douglas House Nomination, October 9, 2014
7. IAR – Attempts to Verify [redacted] Status with NHL, December 9, 2014
8. IAR – Review of DOI Learn Records, September 11, 2014
9. IAR – Review of [redacted] Government Emails, November 28, 201
10. IAR – Review of Interview of [redacted], August 12, 2014

11. IAR – Review of Task Agreement P12AC12827, September 15, 2014
12. IAR – Review of Memorandum of Agreement with (b) (7)(C), August 14, 2014
13. IAR – Interview of (b) (7)(C), October 2, 2014
14. IAR – Review of Emails Provided by (b) (7)(C), October 8, 2014
15. IAR – Review of Request for Proposals for Douglas House, August 13, 2014
16. IAR – Bidder's Submission Dates, November 7, 2014
17. IAR – Review of All Douglas House Proposals, October 8, 2014
18. IAR – Review of National Park Service Evaluation Spreadsheet, September 16, 2014
19. IAR – Interview of (b) (7)(C), September 30, 2014
20. IAR – Interview of (b) (7)(C), September 24, 2014
21. IAR – Interview of (b) (7)(C), October 2, 2014
22. IAR – Follow-up with (b) (7)(C), September 11, 2014
23. IAR – Attempt to Interview (b) (7)(C), October 16, 2014
24. IAR – Contact with (b) (7)(C), September 29, 2014
25. IAR – Review of Email Communications Related to Douglas House Nomination, September 15, 2014

OFFICE OF INSPECTOR GENERAL U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
MOUNT RUSHMORE SOCIETY	OI-CO-14-0539-I
Reporting Office	**Report Date**
Rapid City, SD	December 16, 2014
Report Subject	
Case Closing Report	

SYNOPSIS

This investigation was initiated in July 2014 based on a complaint received from (b) (7)(C), (b) (7)(C), Rocky Mountain National Park, National Park Service (NPS), Estes Park, CO. (b) (7)(C) was the (b) (7)(C) Mount Rushmore National Memorial (MORU), Keystone, SD, from (b) (7)(C). While at MORU he reviewed the (b) (7)(C) of the Mount Rushmore National Memorial Society (Society), a non-profit, "Friends Group" at the park. (b) (7)(C) alleged he discovered "accounting irregularities" in the Society's financial reports where they under-reported income and over-reported expenses which reduced contributions to the park.

We conducted interviews and reviewed documents including financial reports, memorandums, emails, and an operational assessment. The investigation showed no wrongdoing by the Society. The Society's financial professionals used "Generally Accepted Accounting Procedures" when they prepared the financial reports which were reviewed and verified by an independent accounting firm.

The "irregularities" (b) (7)(C) reported came from 2007 and 2008 financial reports. At that time there were significant personality conflicts between MORU management and the Society. We found the "irregularities" to be less of an attempt to manipulate income and expenses and more of an overall lack of transparency by the Society due to the strained relationship with the park. Since that time, there has been a change of management at MORU, and a restructuring of the Society's operations. Also several changes have been made by both entities as a result of an operational assessment. These changes have created greater financial transparency of the Society and have improved the working relationship between the two.

No wrongdoing was found during the investigation and this matter will be closed with no further action.

Reporting Official/Title	Signature
(b) (7)(C) Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /Acting SAC	Digitally signed.

Authentication Number: CDA8C30ECB973C5310DBA8FEA06D77BA

BACKGROUND

The Society

The Society is a non-profit "Friends Group" that has operated within the park for over 80 years and has been the park's leading financial contributor for many of those years.

The Society fulfills three different roles at MORU: They own and operate the only parking facility under a concessioner's agreement, they run a small bookstore under a cooperating association agreement, and they provide financial support as a non-profit through a friend's group agreement.

The Society also has two affiliates, the Mount Rushmore History Association and the Mount Rushmore Institute both operating under the Society's non-profit status.

History of tensions between MORU and the Society

(b) (7)(C) was the (b) (7)(C) of MORU from (b) (7)(C) . His personality and the direction he was taking the park clashed with (b) (7)(C) Society. They disagreed on nearly every issue, from support of the park to partnership operations.

Two additional events in 2009, near the end of (b) (7)(C) assignment at MORU, strained the relationship until communications between MORU and the Society all but ceased. The first was Greenpeace's illegal scaling of the mountain to hang a political protest banner. According to MORU management (b) (7)(C) was "crucified," because of this breach of security.

Later that year the NPS decided to cancel the Independence Day fireworks display because of an increased fire hazard. This was a hugely popular event funded and supported by the Society that brought the Society recognition and praise.

Financial reporting

The Society's financial reporting requirements are outlined within the agreements and contracts that are in place with the park, as well as NPS Director's Order No. 32. In addition to these requirements, the Society must file documents such as the 990 tax exempt form with the Internal Revenue Service (IRS) in order to maintain their nonprofit status. As part of the Society's requirements, financial reports are to be submitted annually for review by park management and after they are reviewed, those reports are sent to NPS headquarters.

DETAILS OF INVESTIGATION

OIG initiated this investigation in July 2014 after receiving a complaint on a comment card at the conclusion of a Fraud Awareness Briefing. (b) (7)(C) who stated he wished to remain confidential, wrote the following on his comment card: "Wish there were more scrutiny/enforcement at Mt. Rushmore, esp. the Mt. Rushmore Society finances." **(Attachment 1)**

During (b) (7)(C) interview he provided documents to the OIG. **(Attachment 2)** Upon review of those documents we found that (b) (7)(C) sent a summary (b) (7)(C) on April (b) (7)(C), citing several "accounting irregularities," and asked that the Society, "correct the

discrepancies" by May 1, 2009, so the park could, "proceed with forwarding a proper report to the regional and Washington offices." **(Attachment 3)**

On May 1, 2009, The Society submitted their 2007 and 2008 annual reports, financial statements, and tax filings to (b) (7)(C), NPS, Washington, DC. The Society did not make adjustments to their reports based on (b) (7)(C) suggestions. The report included a favorable opinion by (b) (7)(C) CPAs and Business Advisors, Sioux Falls, SD, who conducted an audit of the Society's report. **(Attachment 4)**

Since the Society did not make the adjustments before submitting the reports, on May 4, 2009, (b) (7)(C) submitted a memorandum (memo) to his supervisor, (b) (7)(C) NPS, Omaha, NE. In the memo (b) (7)(C) admits that he is just, (b) (7)(C), but he restated his opinion and wrote, "My research indicates this report under-reports expenses and over-reports aid to the park." **(Attachment 5)**

Agent's Note: *Through our review of the records it appears* (b) (7)(C) *thought the under-reporting of expenses was an issue because certain items attributed as aid to the park should have actually been accounted for as general expenses, thus resulting in an inaccurate inflation of the Society's contributions.* (b) (7)(C) *noted in the above memo, that, "School bus scholarships are not true aid to the park because association [Society] money is used to pay bus parking fees ... it is a zero-gain transaction." He also noted that improvements to the appearance of the Society's bookstore or retail areas inside the visitor's center in the park are not "improvements to the park" and should be considered general expenses of the Society.*

The Society responds to (b) (7)(C) ***findings***

Over the next several weeks the relationship between park management and the Society quickly deteriorated. A letter from Society (b) (7)(C) to (b) (7)(C) dated May 5, 2009, shows (b) (7)(C) was, "surprised and disappointed" by (b) (7)(C) comments from the April 29 memo. (b) (7)(C) continued, "Your [(b) (7)(C) assertion that the report revealed several accounting irregularities and your comments about the narrative are inappropriate." **(Attachment 6)**

(b) (7)(C) cited a portion of the Cooperation Agreement which is the document that outlines the relationship between the park and the Society:

> ***An evident and distinct separation shall be maintained between the activities of the Association [Society] and those of the Service [NPS]. All steps shall be taken to avoid even an appearance that the Service directs the management or decision-making process of the Association.***

(b) (7)(C) also stated in the letter that the Reference Manual within the Cooperation Agreement makes it clear that:

> ***There is no prescribed accounting system for association operations, but that each association, with consultation with its own accountant, may determine the accounting system that is simplest and most effective for its day-to-day business, but still provides the required information for the IRS and Service reporting forms.***

NPS Assessment

In an attempt to improve the relationship, the MWRO requested an Operational Assessment be conducted with the purpose of identifying steps to review the effectiveness of the current contractual agreements between the two entities, and to evaluate the current business model of the Society.

The assessment report was completed in November 2009, and had several recommendations for both the NPS and the Society. The recommendations dealt with everything from financial reporting to racial diversity awareness and gender sensitivity training. **(Attachment 7)**

New park management

OIG interviewed (b) (7)(C) who took over as (b) (7)(C) when (b) (7)(C) left. (b) (7)(C) said she has a reputation as a (b) (7)(C) within the NPS who has been able to foster productive and agreeable relations with outside associations at several parks she has managed. She also mentioned that she has a thorough understanding of concessions management and the different kinds of agreements and contracts between those groups and the NPS.

(b) (7)(C) explained that because the Society is a nonprofit organization they are concerned with self-preservation and it makes sense they would use the most advantageous accounting methods to maximize the Society's contributions to the park and to publicize those contributions as much as possible.

The Society believes they are the "premier" friends group of the park and have been the leading financial contributor for years. They want nothing more than to maintain that status now and in the upcoming years as contracts expire and they will have to openly compete with other non-profits. That concern is especially significant now since the parking concessions contract expires in 2016.

When asked about rumors the Society was contributing an "unfair" percentage of parking proceeds to MORU (b) (7)(C) said that was not true. She said there was never an agreement concerning a percentage of each ticket sale, such as 10 cents for every $10. She further explained that MORU receives parking proceeds from the Society as donations usually at the end of the year after they pay the operating expenses, not as the result of a per-ticket agreement.

Since the concessions contract expires in 2016, the Society is actively seeking ways to support their organization and continue to be viable. They have expanded their charter and mission statement to include efforts to support MORU outside of the park's boundary. For example, they are interested in fundraising for a project to expand the Michelson Trail connector, a proposed hiking and biking trail, which would connect the park to Hill City, a small town approximately 12 miles from MORU.

How the Society became more financially transparent

(b) (7)(C) said that recently, (b) (7)(C) (b) (7)(C) NPS, Washington, DC, and other NPS Partnership Service Coordinators met with her and the Society to discuss how the recommendations from the operational assessment were progressing. She said (b) (7)(C) and the others were pleased to find that communications have greatly improved.

(b) (7)(C) has developed an excellent relationship with (b) (7)(C) for the Society. Currently (b) (7)(C) submits monthly financials from the Society to (b) (7)(C), (b) (7)(C) MORU; and (b) (7)(C), I&E, MORU. (b) (7)(C) meets with the park employees and answers any questions they may have.

Once the reports are reviewed at MORU they are further scrutinized by the regional office and by NPS headquarters in DC.

The Society has agreed to separate their financial reporting between the entities and is now providing reports under five different divisions. They have done this in hopes of alleviating any concerns that the Society is comingling funds between their affiliates and also to become more "transparent" in their reporting overall.

Further efforts by both sides to create trust

Recently (b) (7)(C), a certified public accountant (CPA), was hired at MORU as the Administrative Officer. On November 5, 2014, (b) (7)(C) and other members of MORU's management team, met with Society board members.

Among the board members at the meeting was (b) (7)(C) also a CPA. (b) (7)(C) has been providing oversight of the Society's accounting for the last 50 years. He is also a (b) (7)(C) of Ketel-Thortensen, an accounting practice in Rapid City.

(b) (7)(C) provided (b) (7)(C) with financial records and explained how the Society handles accounting for each of their affiliates.

The Society agreed to answer any further questions that (b) (7)(C) may have after he conducts a more detailed review of the records.

No violations of policy or law by the Society

In (b) (7)(C) opinion the way the Society was handling their financial reporting and how they moved the money around the affiliates did not violate any criminal statutes. She said there are many agreements in place and the Society is only required to follow generally accepted accounting procedures; they ultimately determine what processes they use. They have well-respected auditors and CPAs completing their reports which they consistently file annually with the NPS and the IRS. **(Attachment 8)**

SUBJECT(S)

The Mount Rushmore Society

UNDEVELOPED LEADS (for interim reports)

None

DISPOSITION

Due to the fact no violations were found and pending future leads, this investigation is now closed.

ATTACHMENTS

1. (b) (7)(C) Fraud Awareness Briefing Comment Card, submitted on June 24, 2014.
2. IAR - Interview of (b) (7)(C) on October 22, 2014.
3. Email from (b) (7)(C) to (b) (7)(C) Dated, April 29, 2009.
4. Letter and (b) (7)(C) from (b) (7)(C) to (b) (7)(C) dated, May 1, 2009.
5. Memorandum from (b) (7)(C) to (b) (7)(C) dated, May 4, 2009.
6. Letter from (b) (7)(C) to (b) (7)(C) dated, May 5, 2009.
7. Mount Rushmore Partnership Operations Assessment Report, dated, November 1, 2009.
8. IAR - Interview of (b) (7)(C) on November 4, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
BSEE Contract Issues	**OI-VA-14-0286-I**
Reporting Office	**Report Date**
Eastern Region Investigations	**February 2, 2015**
Report Subject	
Report of Investigation	

SYNOPSIS

The Office of Inspector General (OIG) initiated an investigation into alleged contract steering and misappropriation of funds by two managers of the Bureau of Safety and Environmental Enforcement (BSEE). An (b) (7)(C) reported concerns about BSEE Office of Offshore Regulatory Programs (ORP) (b) (7)(C) and (b) (7)(C). Complaints to OIG ranged from allegations (b) (7)(C) and (b) (7)(C) interfered with the contracting process, to allegations that they routinely hired their friends.

Complaints against (b) (7)(C) and (b) (7)(C) regarding contracting substantively involved three procurement matters: An interagency agreement between BSEE, Argonne National Laboratory (ANL) and the Department of Energy; an award of the OHMSETT facility maintenance contract to MAR, Inc.; and, the award of a technical research project to 838, Inc. The ANL agreement and MAR contract were both multi-million dollar awards, while the 838 contract was valued at approximately $500,000.

Our investigation did not reveal any improprieties in the award of these contracts, but instead found contract proposals were reviewed by a technical review panel of subject matter experts, who referred their findings to the contracting officer. The contracts were then awarded based upon the best interests of the agency consistent with the Federal Acquisition Regulations (FAR). Numerous employee interviews were conducted, and hundreds of documents were reviewed, all indicating that standard contracting principles were respected during the award of these contracts. The contracting officer took the appropriate measures to select the best value to the Agency, and documented the basis for her final contract award decision within her work papers, to include legal opinions and analysis. Lastly, we also found that hiring practices were consistent with general merit system principles.

Reporting Official/Title	Signature
(b) (7)(C)/Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C)/ASAC	Digitally signed.

Authentication Number: D5A9B6A56FF3B6CE9F029C4DCC0968AE

BACKGROUND

On September 18, 2012, BSEE obligated approximately $6.25 million to ANL, Chicago, Illinois for energy engineering, systems analysis and technical support (**Attachment 1**). The lifetime of the contract was to extend from September 17, 2012, to September 17, 2017. On June 4, 2013, another $6.3 million was obligated to the contract with a new statement of work for ANL (**Attachment 2**). This updated agreement ("modification") noted that the overall ceiling for obligated funds could not exceed $12.550 million. This agreement afforded BSEE the expertise and objectivity of ANL's technical approach to projects, at reasonable cost to the agency, versus bidding out each specific task to private companies, according to employees of BSEE. The interagency agreement has continued without any contractual issues or deficiencies noted to OIG.

On June 29, 2012, BSEE awarded the OHMSETT, New Jersey, National Oil Spill Response Test Facility maintenance contract to Mar, Inc., Rockville, Maryland (**Attachment 3**). The award was a hybrid Firm Fixed price/ Indefinite Delivery/Indefinite Quantity contract for specific testing and training projects, facility upgrades and major unbudgeted repairs, to be issued through separate task orders as either Firm Fixed Price or Time and Materials. The base year value was approximately $1.5 million, with a 60-month, total contract value (if all options exercised) at approximately $8.2 million. According to testimony obtained by OIG, the contract has continued without deficiencies.

On September 21, 2012, BSEE awarded 838, Inc., Folsom, California, a scientific and technical consulting contract to assess various types of real-time data monitoring systems available for offshore oil and gas operations (**Attachment 4**). The assessment focused on drilling and the cost benefit analysis for the industry, looking at potential increases in safety, performance, and government resources needed for implementation and necessary training for parties involved.

The purpose of the assessment was to identify what automation systems are available or being developed, what potential they have to increase offshore drilling safety, and any negative impacts they have on operations. The total cost for the year-long contract was approximately $550,000, which upon close out, and the subsequent de-obligation of some funds, came to $487,147. OIG learned that there were some concerns about 838's performance during the contract, but that the final product (a written report) was sufficient.

A separate allegation was developed by OIG relating to possible false claims by 838 to BSEE regarding 838's representations of "Key Personnel" performing on the contract. This allegation was investigated as separate investigation. The initial findings of this investigation have been referred for possible Suspension and Debarment and will be reported under a separate report upon final resolution.

OIG interviewed approximately 20 (b) (7)(C) of BSEE, to include (b) (7)(C) and (b) (7)(C) and while concerns of hiring improprieties were raised, we found no evidence to support allegations that either (b) (7)(C) hired or promoted individuals in violation of OPM standards and rules and regulations of DOI.

DETAILS OF INVESTIGATION

We initiated an investigation on April 14, 2014, following complaints from (b) (7)(C) of the Bureau of Safety and Environmental Enforcement (BSEE), who asked for confidentiality, while reporting concerns that BSEE Office of Offshore Regulatory Programs (ORP) (b) (7)(C) (b) (7)(C) were hiring friends with no experience, misappropriating funds and steering contracts to friends. One of the complainants described multiple issues with the contracting process at BSEE, where (b) (7)(C) and (b) (7)(C) were allegedly steering contracts to firms with no experience and paying inflated prices.

THE INTERAGENCY AGREEMENT WITH ANL

We interviewed an (b) (7)(C) who requested confidentiality, regarding allegations that millions of agency dollars were wasted through the ANL interagency agreement; and, that (b) (7)(C) and (b) (7)(C) were responsible for this agreement, as well as contract steering and general mismanagement. The employee claimed ANL did not have the oil and gas experience to perform the requirements of the agreement and the project was wasteful.

However, according to information provided to OIG by (b) (7)(C) BSEE (b) (7)(C) with the Best Available and Safest Technology (BAST)/Emerging Technologies Branch (ETB), there were several major areas where ARGONNE had expertise and could conduct work and perform unbiased research regarding technical matters (**Attachment 5**). This professional opinion was corroborated by (b) (7)(C) (b) (7)(C), ORP, ETB, who served as the (b) (7)(C) (b) (7)(C) for the ARGONEE agreement (**Attachment 6**).

(b) (7)(C) said that due to the breadth of work needed by BSEE, using an agreement through DOE was more efficient and less time consuming than parsing out individuals contracts for specific work. (b) (7)(C) said that the use of ANL via an agreement aligned with the overall BSEE strategic plan, adding that by using an interagency agreement, versus a contract, BSEE could be more "collaborative" with ANL (**Attachment 7**). (b) (7)(C) corroborated this view, noting that working with ANL, via the DOE interagency agreement, gave BSEE access to the wider umbrella of other federal laboratories (**Attachment 8**). Both (b) (7)(C) and (b) (7)(C) denied any wrongdoing regarding the selection of ANL for this BSEE work.

THE AWARD OF THE OHMSETT CONTRACT TO MAR

OIG received complaints that senior BSEE management (including (b) (7)(C)) interfered with the standard contract award process involving the OHMSETT National Oil Spill Test Facility, which was awarded to MAR in 2012. An (b) (7)(C) claimed that a Technical Proposal Evaluation Committee (TPEC) reviewed proposals and initially selected R.J. Lee as the recommended awardee of the contract, but that BSEE management overturned this selection in order to select the incumbent contractor, MAR. This employee indicated that R.J. Lee was less expensive than MAR and was technically competent to perform on the contract.

We interviewed (b) (7)(C) Acquisition Management Division (AMD), who made the final selection decision, to award the contract to MAR over R.J. Lee (**Attachment 9**). She said that while it was true that R.J. Lee was the initial recommendation of the TPEC panel, MAR was technically superior in their proposal. Although higher in cost to BSEE, she noted that MAR also had a lower risk of failure on the contract.

We interviewed (b) (7)(C) TPEC for this award selection process, and (b) (7)(C) (b) (7)(C), BSEE (**Attachment 10**). She corroborated (b) (7)(C) testimony and professional opinion. (b) (7)(C) advised that based upon her evaluation of the proposals during the committee's review, R.J. Lee was arguably not even competitive for the work required. Medley said R.J. Lee lacked the appropriate experience and submitted a substandard proposal in response to the open bid for the contract. Although R.J. Lee updated their proposal and provided additional information during the negotiation phase of the award process, the TPEC's final conclusion was that MAR presented less performance risk to BSEE. (b) (7)(C) said there was no influence from (b) (7)(C) or (b) (7)(C) as to which company to recommend.

(b) (7)(C) reviewed the TPEC's final evaluation, consulted with the DOI Office of the Solicitor regarding costs, and made the determination it was appropriate and in the best interests of the government to award the contract to MAR. (b) (7)(C) said she did so without influence from (b) (7)(C) or (b) (7)(C) both of whom also denied steering the contract toward R.J. Lee.

THE AWARD OF REAL-TIME DATA MONITORING CONTRACT TO 838

OIG received complaints that senior BSEE management interfered with the standard contract award process involving an assessment real-time data monitoring systems available for offshore oil and gas operations that was awarded to 838 on September 21, 2012. An (b) (7)(C) claimed that the TPEC reviewed proposals and initially selected Lloyd's Register as the recommended awardee for the contract, but that (b) (7)(C) overturned this selection and instead said the contract would be awarded to 838. (b) (7)(C) was the [redacted] for this contract as well.

The TPEC reviewed proposals and determined that Lloyd's Register had the highest overall rating and the highest technical approach/key personnel for the particular contract. Lloyd's Register also presented (b) (4), followed by 838's proposal at approximately $850,000. Further negotiations and revised proposals led to a recommendation from the TPEC that while Lloyd's Register had a higher technical proposal, 838 was also capable of doing the work and presented a better overall value to the government. Therefore, in consideration of the best value to the government, (b) (7)(C) awarded the contract to 838.

We interviewed (b) (7)(C) DOE, and (b) (7)(C), who served as the TPEC (b) (7)(C) for this contract (**Attachment 11**). (b) (7)(C) recalled that after negotiations with both firms, it became clear 838 could perform the work required by the contract and were ultimately less costly than Lloyd's Register. He advised there was no conflict of interest, to his knowledge, regarding the contract award and (b) (7)(C) and (b) (7)(C) (b) (7)(C) advised that her final award decision was reviewed by the DOI Office of the Solicitor, without issue. While she noted that there were initial concerns with 838's ability to perform on the contract, ultimately, the final report 838 issued was "great." (b) (7)(C) and (b) (7)(C) denied steering the contract toward 838.

BSEE HIRING PRACTICES

During our investigation, (b) (7)(C) advised OIG that (b) (7)(C) and (b) (7)(C) engaged in "questionable" hiring practices. Another employee, who requested confidentiality, raised a similar concern as well as claims of favoritism regarding telework and signing bonuses. OIG sought input from BSEE (b) (7)(C), Human Resources Division, (b) (7)(C), who provided a sworn affidavit addressing these allegations (**Attachment 12**).

(b) (7)(C) advised that while "unsubstantiated" complaints had been raised in the past, supervisors were required to attend mandatory training in December 2013, to refresh their understanding of merit system principles, interviewing and equal employment opportunity (EEO) principles. She further noted that based upon information provided to the Human Resources Office, telework, signing bonuses and hiring practices have been consistent with OPM standards, merit system principles and other applicable agency and federal regulations.

In response to all allegations, (b) (7)(C) and (b) (7)(C) denied any wrongdoing, as well as the receipt of anything of value, a gift or gratuity. Both also denied any conflict of interest regarding these contracts and hiring actions subject of the complaints to our office, and OIG did not develop independent evidence contradictory to their assertions.

SUBJECT(S)

(b) (7)(C) ORP/BSEE
(b) (7)(C) ORP/BSEE

DISPOSITION

Due to the administrative nature of this matter, and the lack of evidence of criminal conduct by either (b) (7)(C) or (b) (7)(C) this case was not presented for criminal prosecution. We are providing this report to BSEE for any administrative action deemed appropriate.

ATTACHMENTS

1. DOI Interagency Agreement/Base Award, *E12PG00045*, through DOE, September 18, 2012.
2. Modification 1, increase in funding, additions to scope, *E12PG00045,* June 4, 2013.
3. BSEE award of OHMSETT maintenance contract to Mar, June 29, 2012.
4. BSEE award to 838, Inc., for real-time data monitoring systems project, September 21, 2012.
5. IAR, interview of (b) (7)(C), August 29, 2014, with attachments.
6. IAR, interview of (b) (7)(C), June 20, 2014, with attachments.
7. IAR, interview of (b) (7)(C), October 15, 2014.
8. IAR, interview of (b) (7)(C), November 6, 2014.
9. IAR, interview of (b) (7)(C), June 3, 2014, with attachments.
10. IAR, interview of (b) (7)(C), June 23, 2014, with an attachment.
11. IAR, interview of (b) (7)(C) July 30, 2014.
12. Affidavit, (b) (7)(C), December 29, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-14-0681-I
Reporting Office	**Report Date**
Atlanta Field Office	December 31, 2014
Report Subject	
Closing Report of Investigation	

SYNOPSIS

On September 5, 2014, Special Agent (SA) (b) (7)(C), U.S. Department of the Interior, Office of Inspector General (DOI-OIG) received information from (b) (7)(C) Choctaw Police Department (CPD) in Choctaw, Mississippi, alleging that (b) (7)(C) attempted to pass a counterfeit $100.00 dollar bill at an eating establishment in Philadelphia, MS on or about August 23, 2014. (b) (7)(C) told SA (b) (7)(C) that when the Neshoba County Sheriff's Officer reported the matter to CPD they confronted (b) (7)(C) on that same day and he was found to be in possession of a counterfeit $100 bill located in his wallet. (b) (7)(C) stated that he had received the bill from the casino in Choctaw, MS. The serial number of the bill was checked against the records at the casino and it matched a counterfeit bill report filed by the casino on July 15, 2014. That counterfeit bill had been turned over as evidence to (b) (7)(C) (b) (7)(C).

SA (b) (7)(C) consulted with Assistant United States Attorney (AUSA) (b) (7)(C), Southern District of Mississippi, Jackson, MS and AUSA (b) (7)(C) indicated that his office would pursue a criminal prosecution against (b) (7)(C) for a single instrument counterfeiting investigation. However, before any definitive investigative steps were executed, it was decide that this matter was not within the OIG's current investigative priorities and the matter was summarily turned over to the United States Secret Service for further investigative and prosecutorial action.

DETAILS OF INVESTIGATION

On September 5, 2014, Special Agent (SA) (b) (7)(C), U.S. Department of the Interior, Office of Inspector General (DOI-OIG) received a complaint from (b) (7)(C) (b) (7)(C) Choctaw Police Department (CPD) in Choctaw, Mississippi, alleging

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(b) (7)(C)/Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C)/ASAC	Digitally signed.

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that (b) (7)(C) attempted to pass a counterfeit $100.00 dollar bill at an eating establishment in Philadelphia, MS. (Attachment 1)

(b) (7)(C) told Agent (b) (7)(C) that on Saturday, August 23, 2014, (b) (7)(C) called (b) (7)(C) and said that the Neshoba County Sheriff's Officer took a report of a (b) (7)(C) attempting to pass a counterfeit $100 bill. (b) (7)(C), the (b) (7)(C) in Neshoba County, was called out to (b) (7)(C) an eating establishment in Philadelphia, MS, to take a report that (b) (7)(C) attempted to pay for his lunch, (b) (7)(C), with a counterfeit $100.00 bill. The clerk recognized the bill as counterfeit and told (b) (7)(C) that she could not accept it for payment. (b) (7)(C) told her that he was at the casinos and must have got the counterfeit bill from them.

That same day, (b) (7)(C) was called into the CPD where they discovered a folded, counterfeit $100 bill located in his wallet. (b) (7)(C) provided the same story about being at the casinos and getting the bill from them. The serial number of the bill was checked against the records at the casino and it matched the counterfeit bill report filed by the casino on July 15, 2014. The counterfeit bill had been turned over as evidence to (b) (7)(C).

Agent's Note: *There was no mention of the chain-of-custody for the counterfeit bill after it was seized by (b) (7)(C). Additionally, it has been reported that (b) (7)(C) is no longer working for the (b) (7)(C) however, it is not known if he (b) (7)(C).*

SA (b) (7)(C) consulted with Assistant United States Attorney (AUSA) (b) (7)(C), Southern District of Mississippi, Jackson, MS and AUSA (b) (7)(C) indicated that his office would pursue a criminal prosecution against (b) (7)(C) for a single instrument counterfeiting investigation.

(b) (7)(C) also told SA (b) (7)(C) that (b) (7)(C) Neshoba County Sheriff's Office indicated that they are going to decline prosecution, and (b) (7)(C) (b) (7)(C) for the Mississippi Band of Choctaw Indians, is still considering prosecution through the Tribal Court. SA (b) (7)(C) also indicated that the Federal Bureau of Investigation's (b) (7)(C) (b) (7)(C) also opened an investigation into this matter under the supervision of SA (b) (7)(C).

SUBJECT(S)

(b) (7)(C) Choctaw, MS

DISPOSITION

The OIG investigation has been terminated and this matter has been forwarded to the attention of the United States Secret Service for further investigative and prosecutorial action.

ATTACHMENTS

1. Investigative Activity Report - Memorandum of Interview of (b) (7)(C), Choctaw Police Department dated September 5, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

FEB 13 2015

Memorandum

To: (b) (7)(C)
Director, Bureau of Indian Affairs

Attention: (b) (7)(C)
Director, Office of Human Capital

From: (b) (7)(C) (b) (7)(C)
Director, Investigative Support Division

Subject: Referral – For Bureau Action as Deemed Appropriate
Response Required

Re: (b) (7)(C)
DOI-OIG Case File No. OI-HQ-15-0185-R

The Office of Inspector General received a confidential complaint alleging that the Caddo Nation (b) (7)(C) members utilized $91,000 of PL 93-638 funds to pay tribal employees to not work and stay at home. As a result, the Bureau of Indian Affairs (BIA) has issued a collection of the misused funds and the Tribe no longer has a PL 93-638 program (see Attachment).

We have determined this complaint would be better addressed by BIA; therefore, we are referring it to your office for review and action. We request that the BIA official assigned to review this matter email us the following information:

1. OIG Case Number and Title
2. Date of Assignment
3. Inquiring Official's Name, Title, telephone number and email address Ques

The email should be sent to www.doioigreferrals@doioig.gov . We have included an investigative checklist to assist you in the review process.

Please address this complaint, provide us with a written response, and complete the attached accountability form within 90 days of the date of this memorandum. Your response should be emailed to us at www.doioigreferrals@doioig.gov . You may also send your response to us via U.S. Mail at the following address:

Office of Inspector General

Hotline Complaints
12030 Sunrise Valley Drive, Suite 350
Reston, VA 20191.

In addition, please send an email to www.doioigreferrals@doioig.gov if necessary to request an extension of the response due date. Your extension request should include a brief note detailing your reason for requesting the additional time needed for completion.

If during the course of your review you develop information or questions that should be discussed with this office please contact A.J. Benavidez, Chief, Intake Management Unit, at 703-487-5006.

Attachment

cc: [redacted] AS-IA
[redacted] Office of Executive Secretariat and Regulatory Affairs

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

INVESTIGATIVE ACTIVITY REPORT

Case Title	Case Number
Alleged Computer Misuse by (b) (7)(C) USBR Employee	OI-CA-15-0550-I
Reporting Office	**Report Date**
Sacramento, CA	September 14, 2015

Report Subject
Case Closure: Investigation Complete

This investigation was initiated by a walk-in complaint from (b) (7)(C) (b) (7)(C), U.S. Bureau of Reclamation (USBR), (b) (7)(C) had placed USBR employee (b) (7)(C) on administrative leave in response to an OIG referral memorandum received in May 2015. The OIG Computer Crimes Unit (CCU) conducted a network traffic examination of (b) (7)(C) government computer in response to automated alerts received from the Advanced Security Operations Center (ASOC) in January 2015. The examination did not uncover evidence of illegal material in (b) (7)(C) browsing history; however, it identified substantial computer activity that was inappropriate for the Government workplace, including the installation of an unauthorized scrubbing program. Based on the results of the CCU examination, (b) (7)(C) suspected that (b) (7)(C) had misused his government computer to access websites that possibly contained child pornography, but did not want USBR technicians to search the computer for fear of jeopardizing the admissibility of potential criminal evidence contained therein. (b) (7)(C) requested OIG assistance with the forensic examination of (b) (7)(C) government computer.

This office received into evidence (b) (7)(C) government computer, two external hard drives (one of which (b) (7)(C) identified as his personal hard drive), and several electronic storage devices. We officially opened this case to request that CCU conduct a forensic examination of the contents of these items. Because some of the items in evidence belonged to (b) (7)(C) OIG requested his consent to search the items; (b) (7)(C) voluntarily signed form OI-009, Consent to Search Computers/Digital Devices. CCU found no evidence of criminal material (i.e., child pornography), but discovered thousands of downloaded photographs of children in gymnastics-related poses and clothing, hundreds of self-taken photographs of (b) (7)(C) wearing girls' gymnastics leotards, receipts indicating that (b) (7)(C) had purchased leotards from his work computer over the Internet, and the installation of an unauthorized anti-forensics tool on his government computer.

OIG participated in USBR's fact-finding interview of (b) (7)(C) regarding his inappropriate use of government equipment. Based upon the information gathered from the computer forensics examination and the statements provided by (b) (7)(C) during his interview, USBR human resources officials proposed

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.

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that (b) (7)(C) receive a 14-day suspension for his unauthorized computer activities. (b) (7)(C) provided an oral reply to the USBR deciding official regarding the proposed disciplinary action, followed by an eight-page written response. The deciding official sustained the three charges against (b) (7)(C) inappropriate use of government furnished Internet/equipment, placing personal external devices on government furnished computer equipment, and improper access of government facility/office—and ultimately decided to suspend him for 14 days, beginning on (b) (7)(C) and ending on (b) (7)(C).

OIG returned the computer and electronic storage devices to USBR. USBR will send its response to the May 2015 OIG referral memorandum by the September 30, 2015, extended deadline. This investigation is closed with no further action required by OIG.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
TOM DAVIS, BLM WILD HORSE BUYER	**OI-CO-13-0004-I**
Reporting Office	**Report Date**
Albuquerque, NM	**July 7, 2015**
Report Subject	
Report of Investigation	

SYNOPSIS

We investigated Tom Davis, a Colorado rancher and livestock hauler, after receiving allegations that Davis purchased approximately 1,700 wild horses through the Bureau of Land Management (BLM) Wild Horse and Burro Program (WH&B) and wrongfully sent them to slaughter. According to the allegations and news reports, Davis also had farming and trucking connections with former Secretary of the Interior Ken Salazar.

After receiving the allegations, we found that the BLM Office of Law Enforcement (OLE) investigated similar allegations of slaughter in June 2012. OLE interviewed Davis twice and did not determine if the horses he obtained from WH&B went to slaughter. Although we spoke to OLE about its investigative activities, we conducted our investigation independently.

During our investigation, Davis admitted that most of the horses that he purchased through WH&B ultimately went to slaughter. We determined that BLM did not follow current law while managing WH&B. BLM also failed to follow its own policy of limiting horse sales and ensuring that the horses sold went to good homes and were not slaughtered. Due to the lack of evidence that Davis had a relationship with former Secretary Salazar as alleged, this matter was not further investigated.

We referred this investigation to the U.S. Attorney's Office for the District of Colorado as well as the State of Colorado Conejos County District Attorney's Office, which declined civil and criminal prosecution.

Reporting Official/Title (b) (7)(C) /Special Agent	Signature Digitally signed.
Approving Official/Title (b) (7)(C) /ASAC	Signature Digitally signed.

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BACKGROUND

The Bureau of Land Management (BLM) Wild Horse and Burro Program (WH&B) was established to protect, manage, and control the wild horse population (**Attachment 1**). In 1971, due to the declining population of wild horses and burros, Congress passed the Wild Free-Roaming Horses and Burro Act, giving BLM and the U.S. Department of Agriculture's (USDA) U.S. Forest Service responsibility for managing all of the free-roaming horses and burros on public land (approximately 25,000 animals at that time) (**Attachments 2, 3, and 4**). The Act also authorizes BLM and the Forest Service to humanely destroy old, sick, or lame animals if deemed necessary to maintain a suitable habitat.

In 1978, Congress passed the Public Rangelands Improvement Act to address the increasing number of horses (**Attachment 5** and see Attachments 3 and 4). This Act provides for the adoption of excess horses, states that no horse shall be "sold or transferred for consideration for processing into commercial products," and directs BLM and the Forest Service to destroy excess horses in the most humane way possible to maintain and restore a thriving ecological balance.

As a result of this legislation, BLM designated herd management areas (HMAs), or areas of land in which it would manage the horses, and surveyed the lands to determine how many horses each HMA could support without overgrazing or damaging the land (see Attachments 3 and 4). BLM currently manages 179 HMAs in 10 western States and counts the horses on the range every 2 to 3 years. When the appropriate management level is exceeded, the excess horses are gathered and prepared for adoption or sale. BLM administers vaccinations and blood tests to all gathered horses and identifies and tracks each horse using "freeze marks," to brand the horses.

In December 2004, Congress passed the sales-authority law (also known as the "Burns Amendment"), stating that any excess horse (and burro), or the remains of any excess horse, shall be sold if the horse is more than 10 years of age or if the horse has been offered unsuccessfully for adoption at least three times (**Attachments 6 and 7**). In addition, the amendment states that any horse meeting these criteria will be sold without limitation, including through auction to the highest bidder, at local sale yards or other convenient livestock selling facilities, until all excess horses offered are sold or until HMAs reach appropriate management levels. In 2005, however, BLM implemented a policy that placed limitations on the amount of horses sold and by requiring buyers to provide "good homes and humane care," to prevent the horses from being sent to slaughter (**Attachment 8** and see Attachments 3 and 4).

In October 2009, Congress passed a bill making appropriations for DOI for fiscal year 2010, which included a proviso stating that no funds may be used "for the destruction of healthy, unadopted, wild horses and burros in the care of [BLM] or its contractors or for the sale of wild horses and burros that results in their destruction for processing into commercial products"[1] (**Attachment 9**). This limitation was renewed in appropriations bills for fiscal years 2011 and 2012 (**Attachments 10 and 11**).

DETAILS OF INVESTIGATION

We initiated this investigation on October 11, 2012, after receiving allegations that Tom Davis, a Colorado rancher and livestock hauler, purchased approximately 1,700 wild horses through WH&B and sent them to slaughter in Mexico (**Attachment 12**). According to the allegations, Davis signed a contract with BLM before purchasing the horses agreeing not to send them to slaughter. A September

[1] Public Law 111-88, October 30, 2009.

29, 2012, NBC news article, however, reported that Davis had sought investors for a slaughterhouse and conducted farming and trucking activities for the family of former Secretary of the Interior Ken Salazar (**Attachment 13**). The article also reported that BLM began sending Davis truckloads of horses just 2 weeks after Salazar was selected as the Secretary of the Interior.

During our investigation, we interviewed Tom Davis, brand inspectors, veterinarians, and WH&B personnel; reviewed Colorado state board of stock inspection forms and other documents; subpoenaed financial and business records; and reviewed WH&B documents and legislation governing the program.

Allegation That Tom Davis Sent 1,700 Horses to Slaughter

The BLM Office of Law Enforcement (OLE) investigated similar allegations against Davis in June 2012. OLE interviewed Davis twice before we opened an independent investigation. Davis told OLE that the horses he obtained from WH&B went to good homes and were not slaughtered.

We interviewed Davis about the allegations we received (**Attachments 14 and 15**). When asked how many of the 1,700 horses Davis purchased from WH&B were sent to Mexico, Davis replied: "Probably close to all of them." He added that he may have received one "good" horse from each load of horses he received from BLM. Davis said that he bought the "unadoptables" that BLM had to get rid of and that he could get rid of them. He said: "I'd rather see me send them down there than I would see the Government send them down there."

Davis denied that he transported the horses directly to slaughter. He said he knew the horses would be sent to Mexico, but he never crossed the border. He explained that prior to purchasing horses from WH&B, he made arrangements with buyers—whose names he would not disclose—who transported the horses to Mexico.

Davis said he would not tell WH&B employees who purchased the horses from him. According to Davis, WH&B (b) (7)(C) Marketing Specialist (b) (7)(C) asked him several times if he sent the horses to slaughter. Davis said he told her that he was not selling the horses to slaughter. He also said he knew he was not supposed to sell the horses to anyone that would take them to a slaughterhouse or "make any money out of them." Davis added, however, that he knew where the horses would be taken because there was only "one place to go. . . to the kill plant."

Davis said he purchased horses from BLM by the truckload, which typically consisted of 35 horses, and paid $10 per horse. He said he could sell a load of 35 horses for about $3,500 to $4,000 and make $2,500 to $3,000 in profit on each sale.

Davis said that demand for horse meat, which he compared to meat from cows, sheep, and goats, was high, and that he wanted to obtain more horses from WH&B. He said that if he could obtain 10,000 horses from BLM and bypass his buyers, he would take them directly to Mexico himself because he could sell them for $100 each and quit. Davis opined that in selling him so many loads of horses, BLM had to know that the horses would end up at a slaughterhouse.

Transporting BLM Horses to Slaughter

During our interview with Davis, he mentioned a friend of his named (b) (7)(C), who is reportedly a "kill buyer" and the owner of Southwest Livestock, LLC, in Los Lunas, NM (see Attachments 14 and 15). Davis admitted to selling horses to (b) (7)(C) just not BLM freeze-marked horses. Even after horse slaughter was banned in the United States,[2] (b) (7)(C) reportedly exported nearly 12,000 horses per year to Mexico for slaughter (**Attachments 16, 17, and 18**). We attempted to interview (b) (7)(C) who declined and requested an attorney (**Attachments 19 and 20**). We contacted the attorney, but no interview was granted.

We discovered, however, that (b) (7)(C) horses needed to pass inspection by a New Mexico brand inspector before leaving his facility (**Attachment 21**). We interviewed New Mexico Department of Agriculture Brand Inspector (b) (7)(C), who said he routinely performed the required brand inspections on all livestock transported from (b) (7)(C) facility (see Attachments 16, 17, and 18). (b) (7)(C) admitted, though, that he did not visually inspect (b) (7)(C) horses, and relied upon the accuracy of paperwork prepared by (b) (7)(C) Since he did not inspect the horses, (b) (7)(C) did not know if any were BLM freeze-marked horses Davis sold to (b) (7)(C)

In addition, a USDA-certified veterinarian must inspect all of (b) (7)(C) horses and sign International Health Certificates (IHCs) before they are exported into Mexico (**Attachment 22**). We interviewed (b) (7)(C), a private USDA-certified veterinarian, who routinely provided veterinary services to (b) (7)(C) livestock and signed IHCs prior to the horses being transported to Mexico for slaughter (**Attachments 23 and 24**). (b) (7)(C) admitted that (b) (7)(C) prepared all IHCs, and (b) (7)(C) signed them without inspecting the horses. (b) (7)(C) said that if there was a health issue, (b) (7)(C) or the Mexican veterinarians would identify the issue before import to Mexico. Since (b) (7)(C) did not inspect the horses, he did not know if any were BLM freeze-marked horses Davis sold to (b) (7)(C) Our review of the IHCs and a USDA slaughter logbook related to the shipment of horses by (b) (7)(C) into Mexico between 2008 and 2012, confirmed that the horses were not identified by freeze marks (**Attachments 25, 26, and 27**).

The State of Colorado also requires all livestock being sold or transported to be inspected, so we obtained Colorado State Board of Stock Inspection forms pertaining to the sale or transportation of Davis' animals (**Attachments 28, 29, and 30**). The records indicated that Davis sent horses to several locations, including locations near the Mexican border in New Mexico and Texas. The New Mexico locations included (b) (7)(C) but did not indicate whether the horses were BLM freeze-marked horses. Although many of the forms did not list the horses' buyers, we contacted two individuals that were listed on the forms—(b) (7)(C) (b) (7)(C) (**Attachments 31 and 32**). (b) (7)(C) and (b) (7)(C) had been involved in the livestock industry but denied knowing Davis and said they never received horses from him.

Davis' and (b) (7)(C) Relationship

We subpoenaed financial and business records from both Davis and (b) (7)(C) (**Attachments 33 and 34**). We found sales invoices documenting instances in which (b) (7)(C) purchased horses from Davis that correlated closely to purchases Davis made from BLM (**Attachments 35 and 36**). For example, on

[2] From 2007 to 2011, slaughter of horses for meat was essentially banned in the United States because language in USDA appropriations bills prohibited the use of funds for inspections of horse slaughter facilities. Public Law 112-55, an appropriations bill passed on November 18, 2011, did not renew that prohibition, but it did not specifically provide funding for horse meat inspection.

February 16, 2012, BLM sold 36 wild horses to Davis from its Cañon City, CO, facility. Davis then sold 39 horses to (b)(7)(C) on February 18. While these invoices did not reflect whether the horses were BLM freeze-marked horses, they confirmed that (b)(7)(C) was one of Davis' buyers. We also subpoenaed Davis' telephone records and found numerous calls made between March 2009 and November 2012 to (b)(7)(C) (**Attachment 37**).

Responsibility of the Wild Horse and Burro Program

After reviewing WH&B records, we determined that in 1999 and the early 2000s, the Davis family adopted 24 horses through the WH&B adoption program (**Attachment 38**). After BLM implemented the sales program in 2004, Davis purchased 1,794 horses and burros between 2008 and 2012 (**Attachment 39**). WH&B records revealed that no one other than Davis had ever purchased more than 1,000 horses; the next largest purchase by one person was 325 horses (**Attachment 40**).

BLM bills of sale, Government bills of lading, and other BLM documents confirmed that Davis purchased horses by the truckload—which consisted of approximately 35 horses per load—and paid $10 for each horse (**Attachments 41, 42, and 43** and see Attachment 39). BLM delivered the horses directly to Davis, which (b)(7)(C) said was normal protocol for BLM when anyone purchased more than 20 horses (**Attachments 44 and 45**). We determined that BLM spent more than $140,000 transporting horses to Davis between 2008 and 2012 (BLM stopped paying for the transportation of horses in 2012), and Davis spent $17,940 buying horses from BLM (**Attachment 46**).

A review of archived emails for relevant U.S. Department of the Interior employees found no evidence that BLM employees were pressured to sell horses to Davis (**Attachment 47**). Although we found various discussions concerning allegations that Davis was sending BLM horses to slaughter, none of these discussions yielded evidence that BLM employees sold horses to Davis knowing that he was doing so.

Contradicting Policy and Political Pressure

We found that BLM implemented and followed policy that contradicted both legislation, by not destroying horses to maintain an ecological balance, and the 2004 Burns Amendment, by placing limitations on horse sales (**Attachments 48 and 49** and see Attachments 3, 4, 7, 44, and 45). After discovering evidence that some of the horses sold were sent to slaughter, WH&B Senior Advisor (b)(7)(C) said WH&B staff members wrote and implemented new policy in 2005 to ensure horses were 1) sold to good homes, 2) not sold without limitation or to the highest bidder as directed by the law, and 3) not being sent to slaughter.

BLM officials stated that operating contrary to implemented legislation by limiting sales and not destroying horses, has contributed to an unmanageable number of horses. (b)(7)(C) reasoned, however, that selling without limitation or destroying horses would be "political suicide," and Congress does not want to deal with those issues. (b) (7)(C) said that although BLM has attempted to manage the wild horse and burro population for years, BLM has been unsuccessful and the same issues continue to occur without resolution. (b) (7)(C) believed that these problems were due in part to "political pressures."

WH&B Managers' Responsibility to Ensure Horses Were Not Sent to Slaughter

After interviewing WH&B officials and reviewing WH&B records, we found that WH&B managers failed to enforce BLM's policy of limiting the sales of horses and ensuring that the horses went to good homes.

We interviewed WH&B's (b) (7)(C), who approved the sales to Davis (see Attachments 44 and 45). She explained that before she approves a buyer for a sale, the buyer has to complete a telephone application. She said that if she is satisfied with the answers, none of which are validated or verified, then she approves the application. The applicant can then purchase horses or burros immediately and does not need to requalify for subsequent purchases.

In January 2008, (b) (7)(C) interviewed Davis as part of the sales application process (**Attachment 50** and see Attachments 44 and 45). During the interview, (b) (7)(C) said, Davis told her that he might sell the horses but not to slaughter. Davis agreed that any horses he sold would go to good homes. (b) (7)(C) approved Davis' application, signed the application as the person who completed the interview, and agreed to sell Davis horses.

Due to BLM updating the sales application form, (b) (7)(C) had Davis complete two more applications, in January 2011 and April 2012 (**Attachments 51 and 52** and see Attachments 44 and 45). In these applications, Davis said he was turning the horses out on oil leases to graze or selling them to good homes in groups of 10 to 30 as pasture pets. (b) (7)(C) said she never had any reason to doubt the information on Davis' applications, even after he refused to tell her who he sold the horses to because he did not want BLM to "hone" in on his market.

(b) (7)(C) said that for each purchase, Davis completed a bill of sale stating that he agreed not to knowingly sell or transfer ownership of any wild horse or burro to any person or organization with the intent to resell the animal to slaughter (see Attachments 42, 44, and 45). (b) (7)(C) said she asked Davis after each purchase what he was doing with the horses, and he told her they were going to good homes.

When interviewed, WH&B Senior Advisor (b) (7)(C) said that in 2011, he and (b) (7)(C) called Davis to ask him why he wanted more horses and what he planned to do with them (see Attachments 3 and 4). (b) (7)(C) said Davis reassured them that he was not reselling the horses and claimed that he transported them to wealthy friends who wanted the horses for their property and a tax break. (b) (7)(C) believed Davis to be credible. (b) (7)(C) acknowledged that he did not verify Davis' story by obtaining the names of the wealthy individuals and denied that it was WH&B's responsibility to collect additional information from Davis.

Despite receiving information between 2009 and 2012 that Davis requested and received a large number of horses and was sending horses to slaughter, WH&B officials said there was no evidence of wrongdoing to prompt them to stop selling to Davis or to conduct further background checks or inspections (see Attachments 3, 4, 44, 45, 48, and 49).

(b) (7)(C) said she contacted Davis whenever she received a complaint about him sending horses to slaughter and reported every complaint to BLM OLE (see Attachments 44 and 45). She said Davis always denied these allegations and that BLM law enforcement found no evidence of Davis selling the horses to slaughter.

(b) (7)(C) denied receiving pressure from WH&B management to sell horses to Davis. She explained, however, that her performance appraisals were partially based on how many adoptions and sales she completed. Our review of (b) (7)(C) performance appraisals confirmed this statement, and we found that she received (b) (7)(C) ratings, with monetary awards, between 2008 and 2012 (**Attachments 53 and 54**).

***Agent's Note**: Our review of BLM records disclosed that during the same timeframe that (b) (7)(C) sold BLM horses to Davis, BLM OLE was investigating two men in Utah that acquired BLM horses by falsely stating that they would not resell them or transport them to slaughter. The two men were indicted by the U.S. District Court for the District of Utah and pled guilty.*

Davis' Relationship With Former Secretary Salazar

Although Davis reportedly told a news reporter that his family farmed land belonging to the Salazar family and did "quite a bit of trucking for Ken," Salazar denied having a relationship with Davis during an interview with this same reporter in December 2012 (**Attachment 55** and see Attachment 13). BLM employees said they were not personally aware of any relationship between Salazar and Davis (**Attachment 56** and see Attachments 3, 4, 44, 45, 48, and 49). We determined that this matter did not warrant further investigation.

SUBJECT(S)

1. Tom Davis, rancher and livestock hauler.

DISPOSITION

We referred this investigation to the U.S. Attorney's Office for the District of Colorado, who declined both civil and criminal prosecution. The State of Colorado Conejos County District Attorney's Office also declined to file charges against Davis.

We referred the public health issue concerning USDA-certified veterinarian (b) (7)(C) signing IHCs without inspecting the horses (false statements) to the U.S. Attorney's Office for the District of New Mexico. The District of New Mexico formally declined prosecution. We will refer this issue to the USDA Office of Inspector General for any action deemed appropriate.

ATTACHMENTS

1. BLM Wild Horse and Burro History and Facts web page.
2. 1971 Wild Free-Roaming Horses and Burro Act (prior to amendments).
3. IAR – Interview of (b) (7)(C), May 14, 2013.
4. Transcript of (b) (7)(C) interview, May 14, 2013.
5. Public Rangelands Improvement Act of 1978.
6. Public Law 108-447, dated December 8, 2004, also known as the "Burns Amendment."
7. The Wild Free-Roaming Horses and Burros Act of 1971 and amendments (per BLM).
8. March 11, 2005, Instruction Memorandum regarding the sales of wild horses and burros.
9. Public Law 111-88, fiscal year 2010 continuing appropriations.
10. Public Law 112-10, fiscal year 2011 continuing appropriations act.
11. Public Law 112-74, fiscal year 2012 consolidated appropriations act.

12. IAR – Case Initiation Report, dated October 18, 2012.
13. September 29, 2012, NBC news article.
14. IAR – Interview of Tom Allen Davis on November 17, 2012.
15. Transcript of interview of Tom Allen Davis on November 17, 2012.
16. IAR – Interview of (b) (7)(C) on February 4 and 5, 2013.
17. Transcript of interview of (b) (7)(C) on February 4, 2013.
18. Transcript of interview of (b) (7)(C) on February 5, 2013.
19. IAR – Interview of (b) (7)(C) on February 4, 2013.
20. Transcript of interview of (b) (7)(C) interview on February 4, 2013.
21. New Mexico Livestock Board requirements.
22. IAR – Interview of (b) (7)(C) on October 26, 2012.
23. IAR – Interview of (b) (7)(C) on February 5, 2013.
24. Transcript of interview of (b) (7)(C) on February 5, 2013.
25. IAR – Record Review of USDA IHCs and Slaughter Record Books, dated November 21, 2013.
26. Sample of the International Health Certficates signed by (b) (7)(C) for (b) (7)(C) (b) (7)(C)
27. USDA slaughter record books concerning (b) (7)(C) .
28. Colorado livestock inspection requirements.
29. IAR – Review of Colorado State Board of Stock Inspection Forms, dated November 8, 2013.
30. Colorado Department of Agriculture State Board of Stock Inspection Forms.
31. IAR – Interview of (b) (7)(C) on July 24, 2013.
32. IAR – Interview of (b) (7)(C) on June 26, 2013.
33. IAR – Records Obtained with IG Subpoena No. 001538 – Tom Davis, dated April 10, 2013.
34. IAR – Records Obtained with IG Subpoena No. 001540 – (b) (7)(C) dated April 10, 2013.
35. OIG spreadsheet documenting BLM horses sold to Tom Davis.
36. OIG spreadsheet documenting horses Tom Davis sold to (b) (7)(C)
37. IAR – Records Obtained with IG Subpoena No. 001536 – AT&T, dated April 10, 2013.
38. BLM documentation identifying Tom Davis family adoptions.
39. BLM report documenting the number of sales made to Tom Davis and others.
40. BLM report documenting individuals that purchased over 200 animals.
41. BLM bills of sale not signed by Tom Davis.
42. BLM bills of sale signed by Tom Davis.
43. Government bills of lading to transport horses to Tom Davis.
44. IAR – Interview of (b) (7)(C) on May 15, 2013.
45. Transcript of interview of (b) (7)(C) on May 15, 2013.
46. IAR – Shipping Costs Incurred by BLM for the Transportation of Horses to Tom Davis, dated February 6, 2014.
47. IAR – Review of U.S. Department of the Interior Employee Emails, dated November 7, 2013.
48. IAR – Interview of (b) (7)(C) on May 17, 2013.
49. Transcript of interview of (b) (7)(C) on May 17, 2013.
50. January 2008, Tom Davis' First BLM Sales Application.
51. January 2011, Tom Davis' Second Sales Application.
52. April 2012, Tom Davis' Third Sales Application.
53. IAR – Review of (b) (7)(C) Annual Performance Appraisals, dated November 8, 2013.
54. (b) (7)(C) annual performance appraisals, 2007 - 2012.
55. December 8, 2012, Colorado Springs Gazette article.
56. IAR – Telephonic Discussion with (b) (7)(C) on November 8, 2013.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Mustang Heritage Foundation	OI-CO-14-0501-I
Reporting Office	**Report Date**
Lakewood, CO	April 7, 2015
Report Subject	
Closing Report of Investigation	

SYNOPSIS

This case was initiated based on allegations tha (b) (7)(C) Mustang Heritage Foundation (MHF), awarded a contract to her own company, (b) (7)(C) (b) (7)(C) on behalf of the Mustang Heritage Foundation (MHF), using Bureau of Land Management (BLM) funds. Also alleged is that MHF purchased ranch property in Texas by potentially using BLM funds. It was determined, after a review by the Office of the Solicitor, that the funds used to purchase this property were strictly MHF funds. Also alleged is that there is an agreement between MHF and the Hutchison (Kansas) Correctional Facility (KCI) to handle the adoption of horses that are trained by the prisoners, even though the prison has a separate cooperative agreement with the BLM and that MHF claimed credit for the training of the animals and paid the prison $750-$800 per horse and kept the remaining funds issued by BLM. It was determined that MHF is not mentioned in the current cooperative agreement between BLM and the Hutchison Correctional Facility.

The investigation determined the allegations were unsubstantiated and this case will be closed.

DETAILS OF INVESTIGATION

This investigation was predicated on information provided by (b) (7)(C), (b) (7)(C), Wild Horse and Burro Program (WHBP), BLM. On June 17, 2014, (b) (7)(C) said the BLM issued the current cooperative agreement ***(No. L12AC20538)*** to the MHF in August 2012 and is effective for five years. (b) (7)(C) said he was assigned to the cooperative agreement in (b) (7)(C). According to (b) (7)(C) (b) (7)(C) on the spot after being confronted about a contract the MHF had awarded to (b) (7)(C)

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

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On October 20, 2014, OIG interviewed (b) (7)(C), (b) (7)(C), WHBP, BLM. She stated BLM has had a cooperative agreement with MHF since 2007 and explained that, via the cooperative agreement, BLM essentially gives money to MHF for marketing, public relations, mustang training, and coordination of several large rodeo-style events per year. (b) (7)(C) said the intention of the events was to showcase the mustangs and demonstrate how well they had been trained. (b) (7)(C) indicated MHF's board of directors hired (b) (7)(C) to do the day-to-day work required in the cooperative agreement. She said (b) (7)(C) was involved soon after BLM issued the cooperative agreement, if not from the very beginning. (b) (7)(C) said MHF and (b) (7)(C) did not do anything to conceal the contractual arrangement between their two entities.

OIG interviewed (b) (7)(C), (b) (7)(C) WHBP, BLM. She stated (b) (7)(C) was specifically mentioned in the initial proposal from MHF in 2007 **(Attachment 1)** and again in their latest proposal in 2012. (b) (7)(C) said the MHF used (b) (7)(C) to run the day-to-day operations of the cooperative agreement and the practice was allowable and appropriate. Additionally, nothing in the agreement precluded MHF from contracting with a management team to carry out the work requirements. (b) (7)(C) conceded MHF should have put any contract award out for competitive bidding but, did not do that in this instance. She said the MHF never provided BLM with any documentation of their arrangement with (b) (7)(C) and should have been required to do so; however, BLM never specifically asked MHF to provide it. (b) (7)(C) stated (b) (7)(C) was no longer associated with MHF and if MHF decided to hire a new management team, they would have to notify BLM first and put out that bid for work under a competitive process. (b) (7)(C) said MHF has always been required, as part of the agreement, to provide Quarterly 425s (Federal Financial Reports) and Annual Reports. (b) (7)(C) admitted she did not always ensure these documents were completed, did not always catch things, and "dropped the ball" at times. (b) (7)(C) said MHF has been in complete compliance for the past two years and those mistakes would not been happening anymore.

OIG collected and reviewed the current cooperative agreement between the BLM and KCI **(Attachment 2).** The agreement makes no mention of the MHF and their role, if any, in the adoption process. OIG also collected and reviewed KCI's agreement to participate in the MHF's Trainer Incentive Program **(Attachment 3).**

SUBJECTS

Name: (b) (7)(C)
SSN: (b) (7)(C) / DOB: (b) (7)(C)

Name: Mustang Heritage Foundation
Address: P.O. Box 979, Georgetown, TX 78627 / Phone Number: (512) 869-3225

DISPOSITION

Based on a lack of evidence of any wrongdoing, this case is closed.

ATTACHMENTS

1. Initial proposal from the MHF to the BLM in 2007 for a cooperative agreement.
2. Cooperative Agreement (L13AC00062) between the BLM and the KCI
3. Agreement between KCI and MHF approving KCIs participation in the MHF's Trainer Incentive Program.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Destruction of Energy Bonds by BLM	OI-CO-15-0479-I
Reporting Office	**Report Date**
Sacramento, California	November 3, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

On May 15, 2015, we opened an investigation after receiving a letter from the U.S. House of Representatives Committee on Natural Resources (Committee), alleging that bonding instruments for renewable energy projects "were reportedly removed from a safe and wrongfully shredded" by the Bureau of Land Management's (BLM) Rawlins Field Office (RFO) in Wyoming. The Committee's letter, dated May 1, 2015, was based on information in a draft U.S. Government Accountability Office (GAO) report.

We interviewed three staff members responsible for managing renewable energy projects at the RFO and reviewed the relevant renewable energy (RE) project files managed at RFO. We verified that RFO reviewed its 83 RE case files and related bonding instruments. RFO staff was unable to locate original documentation for 3 of the 21 RE bonds at RFO, however the files with missing bond documents were all from closed projects and an RFO staff member recreated these files by obtaining copies of the bond documents from the project developers. We found no evidence to support the allegation that bonds were removed from a safe and wrongfully shredded at RFO.

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

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BACKGROUND

In 2006, the Bureau of Land Management (BLM) experienced a significant increase in wind and solar project applications, particularly in the western states. This sudden increase was fueled by Federal and State Governments' renewable energy (RE) initiatives, available funding from the American Reinvestment and Recovery Act, U.S. Department of Energy loan guarantees, and tax incentives at both the Federal and State level. Because these initiatives came up quickly, BLM had a short time to plan and train employees on how to handle these wind and solar applications and the bonding mechanisms involved in the projects.

The changing technologies and financial commitment required for RE projects have created a high-risk business environment. This speculative, high-risk environment makes it critical to use bonds for RE projects on BLM lands. BLM uses these bonds to ensure compliance with rights-of-way stipulations and applicable Federal regulations, and to protect the U.S. Government against loss, damage, or injury to human health, the environment, or property (**Attachment 1**). BLM requires that projects be bonded to cover three components: 1) environmental liabilities; 2) decommissioning, removal, and disposal of improvements and facilities; and 3) site reclamation, revegetation, and restoration.

Prior to 2006, the Rawlins Field Office (RFO) in Wyoming had not managed any RE projects. Between 2006 and 2012, however, 83 RE project applications were submitted to the realty specialists at RFO. Since 2012, no new applications have been submitted for RE projects.

The two types of RE bonds used at RFO—cash bonds and surety bonds—do not have any monetary face value. When using a cash bond, the project proponent (or a third party) provides cash or check to BLM. BLM submits the funds to the U.S. Department of the Treasury, and provides a receipt to the project proponent to document the bond. A copy of the cash bond receipt is then held at RFO.

When a project proponent chooses to use a surety bond, the proponent obtains the surety from an insurance company and pays the premium. The issuer then provides a certified surety document, in the amount of the bond, to BLM. The surety policy is valid for a specific term and must be renewed periodically, usually by paying a premium. The original surety documents are then held at RFO.

The U.S. House of Representatives Committee on Natural Resources (Committee) requested a U.S. Government Accountability Office (GAO) review regarding BLM's management of RE bonds. GAO conducted the review from January 2014 through May 2015, when it submitted a draft report to the Committee. The GAO analysts contacted the RFO realty staff via conference call and email, and learned that RE bonding instruments had possibly been destroyed at RFO during a recent office move.

DETAILS OF INVESTIGATION

We initiated this investigation on May 15, 2015, after receiving a letter from the Committee detailing the allegation of shredded bonds from GAO's draft report (**Attachment 2**). After interviewing three RFO employees responsible for RE bonds and reviewing the RE bonds held at RFO, we did not find evidence that any bonds were shredded at RFO (**Attachments 3 and 4**).

During our interviews and document reviews, we learned that GAO analysts sent a preliminary email to RFO realty staff on October 10, 2014, as part of their review. In the email, the analysts requested information on the bonding of a particular RE project—the Foote Creek Wind project (WYWY-

142464) (**Attachment 5**). During a conference call on October 20, 2014, RFO realty staff told the GAO analysts that they could not locate the surety bond document for the Foote Creek Wind project (**Attachment 6**). During the call, (b) (7)(C) suggested that she recalled hearing that some bond documents had possibly been destroyed during an office move several years ago.

On November 3, 2014, a GAO analyst sent a follow-up email requesting further information from the realty staff, including "the value of all the bonds that were shredded," as reported during the conference call (see Attachment 5). On March 20, 2015, (b) (7)(C) replied to the email stating, among other things: "I do not know the value of all bonds that were shredded."

When we interviewed (b) (7)(C), and (b) (7)(C), the (b) (7)(C) (b) (7)(C) we learned that a few years ago the office assigned temporary staff to consolidate files before an office move (see Attachments 3 and 4). As part of this project, the temporary staff went through the office files, including RE project files, and removed and destroyed duplicate documents. This was the incident (b) (7)(C) referred to during the GAO conference call.

(b) (7)(C) told us that he and his staff had conducted a thorough project file review on each of the 83 RE projects at RFO. Of these 83 RE project applications, only 18 progressed to a stage requiring bonding. From these 18 projects, 21 total RE bonds were submitted to RFO. Of the 21 bonds, 10 have been closed and returned to the proponent without having been used. The remaining 11 bonds are still active.

(b) (7)(C) told us that she was able to locate 18 of the 21 original bonding instruments during her file review (see Attachment 4). The three missing bond documents were all from closed projects (**Attachment 7**). (b) (7)(C) contacted the project proponents from these three files and obtained a copy of each of the missing bond documents to recreate the files (see Attachments 3 and 4). (b) (7)(C) (b) (7)(C) and (b) (7)(C) could not explain what happened to the missing documents and (b) (7)(C) speculated that someone may have mistakenly sent the original bond documents back to the proponent when the file was closed. (b) (7)(C) told us that she was able to locate the bond documents for the Foote Creek wind project during the file review (**Attachment 8**). (b) (7)(C) said that the documents were in the file, just out of place on the day of the GAO conference call. We reviewed the files with (b) (7)(C) and also verified all the bond documents were in the safe (see Attachment 3).

(b) (7)(C) and (b) (7)(C) told us that while attending a training conference with realty staff from other BLM offices in September 2014, they learned that other BLM offices stored bonding instruments in a locked safe (see Attachments 3 and 4). Prior to November 2014, RFO did not have a specific written procedure for storing RE bonding instruments. RFO realty staff routinely kept the bond documents in the project file until November 2014, when RFO staff purchased a safe for storing the bond documents (see Attachments 1, 3, and 4). (b) (7)(C) told us that when RFO staff inquired about how to define "secure storage" for RE bonding instruments, they were told by someone from the Wyoming State Office that a new proposed rule would, among other things, standardize bonding requirements for solar and wind projects, and how to store bond documents (see Attachment 4). When the final rule is published, RFO will then implement process improvements consistent with the new policy rule and GAO's recommendations.

We discussed the findings of our investigation with GAO.

SUBJECT(S)

None identified.

DISPOSITION

We referred this report BLM for any action deemed appropriate.

ATTACHMENTS

1. BLM Policy, Wind Energy Development and Bond Storage.
2. Committee Letter to the Inspector General.
3. IAR – Review of RFO and RECO Case Files, dated June 5, 2015.
4. IAR – Interview of (b) (7)(C) , dated June 4, 2015.
5. Emails between (b) (7)(C) and GAO investigators.
6. GAO Conversation Record, dated October 14, 2014.
7. Three Missing Bond Documents.
8. IAR – Final BLM Response to Committee Inquiry, dated June 8, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
FRIENDS OF THE JIMMY CARTER NATIONAL HISTORIC SITE	OI-GA-15-0456-I
Reporting Office	**Report Date**
Atlanta Georgia	August 5, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

The U.S. Department of the Interior (DOI) Office of Inspector General (OIG) initiated this investigation after receiving a letter from (b) (7)(C), private citizen, regarding allegations of employee misconduct by (b) (7)(C), former Superintendent at the Jimmy Carter National Historic Site (JCNHS). (b) (7)(C) alleged that (b) (7)(C) misrepresented himself as an agent of the Friends of JCNHS (Friends Group) and verbally offered him the executive director position with the group. (b) (7)(C) also alleged that (b) (7)(C) retracted the job offer after he (b) (7)(C) provided 10 months of services.

These allegations initially led (b) (7)(C) to discuss his claim for the executive director position with the Friends Group Chairperson, and ultimately led him to request compensation for his services. The board subsequently denied (b) (7)(C) proposal citing that (1) he was a volunteer with the Friends Group, and (2) (b) (7)(C) was not authorized to offer him a job. (b) (7)(C) said the Government received a benefit from his actions, and he believed the Friends Group/National Park Service (NPS) should ratify the unauthorized commitment and pay him $150,000 for consultation fees.

Our investigation did not uncover any evidence to indicate (b) (7)(C) offered (b) (7)(C) the executive director position with the Friends Group. Of the individuals we interviewed only (b) (7)(C) had knowledge that (b) (7)(C) offered him the executive director position. (b) (7)(C) claims for payment by NPS due to (b) (7)(C) alleged unauthorized commitment were not investigated because we were unable to corroborate (b) (7)(C) allegations that a job offer was made.

We are providing a copy of this report to the NPS Director for any action deemed appropriate.

DETAILS OF INVESTIGATION

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /RAC	Digitally signed.

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The Friends of the Jimmy Carter National Historic Site (Friends Group) is a nonprofit organization formed to work in conjunction with the Jimmy Carter National Historic Site (JCNHS) to help build support for special projects that normally would not be funded. The Friends Group was incorporated under the laws of the State of Georgia in 2011, and the board of directors (board) was formed in July 2012. The Friends Group's primary funding derived from an ongoing capital campaign/fundraising team who submitted proposals to potential donors.

The U.S. Department of the Interior (DOI) Office of Inspector General (OIG) initiated this investigation in April 2015 after receiving a letter from (b) (7)(C), a private citizen (**Attachment 1**). (b) (7)(C) alleged that (b) (7)(C), former Superintendent at the JCNHS, misrepresented himself as an agent of the Friends Group and verbally offered him ((b) (7)(C) the executive director position. (b) (7)(C) also alleged that (b) (7)(C) retracted the job offer after he provided 10 months of services.

(b) (7)(C) then discussed the job offer/retraction with (b) (7)(C), Chairperson of the board of directors (board) for the Friends Group. (b) (7)(C) said after thinking through the matter for two weeks, he came to the conclusion that President Carter must have instructed (b) (7)(C) to retract the offer.

Agent's note: (b) (7)(C) *did not provide any evidence to support this conclusion.*

(b) (7)(C) stated he decided to forego his claim to the executive director position on the condition that he would be fairly compensated as a consultant (*see Attachment 1*). The board subsequently denied (b) (7)(C) proposal citing they didn't owe him anything since he ((b) (7)(C) volunteered his services. Additionally, the board cited that even if (b) (7)(C) had made a job offer on behalf of the Friends Group, he ((b) (7)(C) was not authorized to do so.

(b) (7)(C) told us he met (b) (7)(C) in November 2010 through (b) (7)(C), Vice Chair of the Plains Better Hometown Program (PBHP) and a long-time friend (**Attachment 2**). (b) (7)(C) said (b) (7)(C) told him about his plans to create the Friends Group, and (b) (7)(C) requested his talents to raise funds for the new group. (b) (7)(C) said no promises were made, but (b) (7)(C) told him the project could lead to a mutually beneficial relationship, specifically a position with the Friends Group. (b) (7)(C) stated he was involved in several preliminary meetings/phone calls/email discussions with (b) (7)(C) prior to the job offer, but his most significant achievement was assisting with drafting the bylaws.

(b) (7)(C) stated that (b) (7)(C) offered him the executive director position with the Friends Group on April 18, 2012. According to (b) (7)(C) his primary duty was to facilitate a $10 million fundraising campaign. (b) (7)(C) said (b) (7)(C) told him the board would determine the salary, but they both agreed that $75,000 per annum was reasonable. (b) (7)(C) also said (b) (7)(C) told him that he could not get paid until the Friends Group received funding from the campaign. (b) (7)(C) told us the offer was not in writing, but it was sealed by a handshake and witnessed by (b) (7)(C)

(b) (7)(C) stated that (b) (7)(C) told him he was not the executive director in February 2013. (b) (7)(C) said he contacted (b) (7)(C) at the end of February 2013, and (b) (7)(C) told him she was not aware of the job offer. Subsequently the board told (b) (7)(C) they never requested his services and (b) (7)(C) did not have the authority to offer him the job. (b) (7)(C) stated that recruiting (b) (7)(C) as the Lead Fundraiser was the essential function of the executive director, and the Government received a benefit because of his ((b) (7)(C) services. (b) (7)(C) believed he should be paid $150,000 for consultation fees from April 2012 to September 2013 when the board finally answered him.

Knowledge of the job offer

When we spoke to (b) (7)(C) she said (b) (7)(C) did not offer (b) (7)(C) the executive director position in her presence, and she was not aware that (b) (7)(C) offered him (b) (7)(C) the position (**Attachment 3**). (b) (7)(C) confirmed that (b) (7)(C) was a long-time friend of hers who helped her raise thousands of dollars for the Plains Better Hometown Program (PBHP). (b) (7)(C) told us (b) (7)(C) had volunteered his services during the PBHP fundraisers, and he wanted to help with the creation of the Friends Group. (b) (7)(C) stated she assumed (b) (7)(C) was volunteering his services with hopes that he would get the executive director job. (b) (7)(C) added that (b) (7)(C) was assisting her, and (b) (7)(C) never sought any assistance from (b) (7)(C)

(b) (7)(C) told us he discussed the vision of the JCNHS and the purpose of the Friends Group when he initially met (b) (7)(C) (**Attachment 4**). (b) (7)(C) said (b) (7)(C) expressed a serious interest in wanting to help. (b) (7)(C) stated that he knew (b) (7)(C) was not working and he (b) (7)(C) had discussed an interest in a paid role with the Friends Group on a couple of occasions. However, (b) (7)(C) told us he did not offer (b) (7)(C) a position. (b) (7)(C) said he told (b) (7)(C) that the board would determine who they wanted to hire and President Carter would have a significant say in whoever was hired. (b) (7)(C) stated that the Friends Group did not have any money and they did not show an interest in filling any paid positions at the time. (b) (7)(C) did not recall having any discussion with (b) (7)(C) in reference to salary.

(b) (7)(C) stated that if the board wanted to hire (b) (7)(C) in a leadership role he (b) (7)(C) would have supported it because of the hard work (b) (7)(C) achieved. However, (b) (7)(C) said from the onset it was understood that (b) (7)(C) time was volunteered. (b) (7)(C) also said to the best of his knowledge everyone who came onboard was helping out the Friends Group, and he thought (b) (7)(C) was someone who had an interest in seeing the Friends Group do well.

(b) (7)(C) said she was not part of the board when it was formed, but she was told that (b) (7)(C) services were voluntary (**Attachment 5**). (b) (7)(C) also saw an email from (b) (7)(C) to (b) (7)(C) in which (b) (7)(C) referred to (b) (7)(C) as the acting executive director/fundraiser volunteer (**Attachment 6**). (b) (7)(C) added that all of the officers of the board volunteered their services, but she will be a salaried employee in her new role as Director of the Friends Group on July 13, 2015 (*see Attachment 5*).

(b) (7)(C) stated that (b) (7)(C) told her (b) (7)(C) offered him a job with the Friends Group at the end of 2012 or early 2013. (b) (7)(C) told her the job offer was a "handshake offer," and he (b) (7)(C) did not have a written contract. (b) (7)(C) said both (b) (7)(C) and (b) (7)(C) told the board that (b) (7)(C) was not offered a position.

Agent's note: *One of the functions of the board was to implement the bylaws. Although the board was not formed at the time* (b) (7)(C) *said he was offered the position, a draft copy of the bylaws existed. In fact,* (b) (7)(C) *stated that he assisted with drafting the bylaws* (*see Attachment 2*).

(b) (7)(C) told us the bylaws state that no National Park Service (NPS) employee shall be elected or appointed to a position on the board (**Attachment 7**). Additionally, the bylaws state that the Superintendent cannot vote on any issue that should be considered by the board. (b) (7)(C) believed the bylaws would have prohibited (b) (7)(C) from offering a position to (b) (7)(C) (*see Attachment 5*).

(b) (7)(C) told us he was not aware of (b) (7)(C) ever offering the executive director position to (b) (7)(C) (**Attachment 8**). (b) (7)(C) stated that (b) (7)(C) never told him that (b) (7)(C) offered him the executive director position. However, (b) (7)(C) told him that he (b) (7)(C) was working as a volunteer.

(b) (7)(C) supervised (b) (7)(C) while acting as the NPS Deputy Regional Director from

November 2009 to October 2012 (**Attachment 9**). (b) (7)(C) could not remember if the Friends Group was formed during her supervision of (b) (7)(C) and she did not recall having specific discussions about the group. However, she was not aware of (b) (7)(C) ever offering the executive director position to (b) (7)(C)

(b) (7)(C), NPS Deputy Regional Director, has been (b) (7)(C) supervisor both at the JCNHS site and currently at Cumberland Island National Seashore (CINS) (**Attachment 10**). (b) (7)(C) said she first heard of the alleged job offer through a letter that (b) (7)(C) attorney submitted to the Friends Group. A copy of the letter was forwarded to NPS' solicitor's office to determine if there were any implications against NPS. (b) (7)(C) stated there were no allegations or financial obligations against NPS, but (b) (7)(C) wanted compensation from the Friends Group for what he felt he was promised. (b) (7)(C) said (b) (7)(C) told her he did not offer (b) (7)(C) a position, and he did not know why (b) (7)(C) was under the impression that an offer was made to him.

Unauthorized commitments

Federal regulations state that contracting officers may ratify unauthorized contractual commitments if the head of contracting activity (HCA) approved the ratification action (**Attachment 11**). Federal regulations also state that generally the Government is not bound by commitments made by persons who do not have contracting authority. Such unauthorized acts may violate laws or regulations. Therefore, such unauthorized commitments should be considered as serious employee misconduct and consideration given to initiating disciplinary action.

Agent's note: *Our investigation did not reveal any evidence to support* (b) (7)(C) *claim that* (b) (7)(C) *offered him the executive director's position with the Friends Group on April 18, 2012. In fact,* (b) (7)(C) *refuted* (b) (7)(C) *account. As a result, we did not investigate* (b) (7)(C) *claims for ratification of an unauthorized commitment because we were unable to corroborate his allegations that a job offer was made.*

SUBJECT(S)

(b) (7)(C) Superintendent, NPS Cumberland Island National Seashore

DISPOSITION

This case is being referred to the NPS Director for any action deemed appropriate.

ATTACHMENTS

1. Copy of the complaint letter from (b) (7)(C) dated April 14, 2015.
2. IAR - Interview of (b) (7)(C) on May 6, 2015.
3. IAR - Interview of (b) (7)(C) on May 28, 2015.
4. IAR - Interview of (b) (7)(C) on June 30, 2015.
5. IAR - Interview of (b) (7)(C) on July 2, 2015.
6. Copy of an email from (b) (7)(C) to (b) (7)(C) referring to (b) (7)(C) as the acting executive director/volunteer.
7. Copy of the Friends Group bylaws.
8. IAR - Interview of (b) (7)(C) on July 9, 2015.
9. IAR - Interview of (b) (7)(C) on July 16, 2015.

10. IAR - Interview of (b) (7)(C) on July 16, 2015.
11. Copy of 48 CFR § 501.602-3 Ratification of unauthorized Commitments.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Management Interference with Lease 193 EIS	OI-OG-15-0080-I
Reporting Office	**Report Date**
Energy Investigations Unit	October 29, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

In November 2014, we received a complaint from an Alaska OCS regional environmental officer with the Bureau of Safety and Environmental Enforcement alleging potential scientific integrity misconduct. The complaint alleged the manipulation of scientific analysis and findings by a non-scientist manager for political purposes regarding the preparation of the second supplemental environmental impact statement (SEIS), drafted by the Bureau of Ocean Energy Management (BOEM), for Oil and Gas Lease Sale 193. During our investigation, it was also alleged that upper-level management established a timeline for completing the SEIS that ultimately compromised its quality and that management established this timeline to benefit the oil and gas industry. Several BOEM employees also believed that the U.S. Department of the Interior (DOI) had already decided to affirm Lease Sale 193 before the SEIS was completed, thereby devaluing their efforts.

We compared the draft SEIS with the final SEIS and determined that non-scientist managers edited the draft SEIS but did not change the scientific analysis or findings. We also found that upper management did establish an expedited timeline for completing the SEIS, but DOI Chief of Staff Tommy Beaudreau, who established the timeline, informed us he did not do so to benefit industry but to protect DOI from blame if the leaseholder missed the 2015 drilling season. DOI executives also stated that a decision had not been made to affirm Lease Sale 193 before the SEIS was completed and said that DOI officials would review all relevant information before making a decision. During our investigation, several current and former BOEM employees told us that the expedited timeline resulted in departures or retirements of agency employees.

We did not assess or opine on the scientific quality of the SEIS, but the U.S. Environmental Protection Agency (EPA), the Federal agency charged with reviewing the scientific adequacy of Environmental

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /SAC	Digitally signed.

Authentication Number: F19243A193C14E4429E4BC9D17DF2B70

Impact Statements (including SEISs), determined that the document contained "adequate information," which is EPA's highest rating for an SEIS.

BACKGROUND

In 2007, the Minerals Management Service (MMS)[1] (currently known as the Bureau of Ocean Energy Management (BOEM)) issued a final environmental impact statement (EIS) that examined a proposal for oil and gas leasing in the Chukchi Sea along the northwestern coast of Alaska. In February 2008, MMS held Chukchi Sea Outer Continental Shelf (OCS) Oil and Gas Lease Sale 193 (Lease Sale 193), generating $2.6 billion in high bids for 487 leases. The EIS supporting the decision to hold Lease Sale 193 had been the subject of several rounds of litigation. On July 21, 2010, the U.S. District Court for the District of Alaska remanded the EIS to BOEM to "satisfy its obligations under the [National Environmental Policy Act] NEPA" (**Attachment 1**). In response, BOEM released a final supplemental environmental impact statement (SEIS) on August 18, 2011.

On January 22, 2014, the U.S. Court of Appeals for the Ninth Circuit held that the 1-billion-barrel development-and-production scenario underpinning BOEM's environmental impact analysis in the 2011 SEIS was "arbitrary and capricious," and remanded the matter to the U.S. District Court for the District of Alaska (**Attachment 2**). The District Court in turn remanded the SEIS to BOEM on April 24, 2014 (**Attachment 3**).

On June 20, 2014, BOEM published in the Federal Register a Notice of Intent to prepare a second SEIS. BOEM released its draft SEIS for public comment on October 31, 2014, and the final SEIS on February 12, 2015. On March 31, 2015, the U.S. Department of the Interior (DOI) issued a Record of Decision affirming Lease Sale 193 (**Attachment 4**).

DETAILS OF INVESTIGATION

In November 2014, the Office of Inspector General (OIG) received information from Alaska OCS Regional Environmental Officer with the Bureau of Safety and Environmental Enforcement (b) (7)(C) alleging potential scientific integrity misconduct and mismanagement issues related to the preparation of the second SEIS for Lease Sale 193. He alleged that non-scientist managers manipulated the scientific analysis and findings for political purposes.

During our investigation, BOEM employees also alleged that upper-level management established an expedited timeline for completing the SEIS that ultimately compromised its quality, and that management established this timeline to benefit the oil and gas industry.

To conduct our investigation, we compared the final SEIS with several draft versions, and we interviewed several BOEM Alaska OCS regional analysts and scientists, regional managers, the regional NEPA coordinator, a DOI Office of the Solicitor attorney, and BOEM and DOI executive managers.

[1] After the April 20, 2010 explosion of the Deepwater Horizon drilling rig in the Gulf of Mexico, then Secretary of the Interior Ken Salazar reorganized MMS into the Bureau of Ocean Energy Management, Regulation and Enforcement (BOEMRE) in June 2010. On October 1, 2010, the Office of Natural Resources Revenue became a separate U.S. Department of the Interior office responsible for collecting revenue from mineral leases covering Federal lands. On October 1, 2011, BOEMRE was split into the Bureau of Safety and Environmental Enforcement and the Bureau of Ocean Energy Management (BOEM). The history of the Lease Sale 193 EIS spans several stages of this reorganization. For purposes of this report, we will refer to the bureau as BOEM.

Alaska OCS Regional Analysts and Managers Believed Expedited Timeline Had an Adverse Impact on Morale

When interviewed, (b) (7)(C) stated that he had conversations with analysts who worked on BOEM's Lease Sale 193 EIS (**Attachment 5**). The analysts told (b) (7)(C) that they believed BOEM managers significantly altered their findings and conclusions related to the EIS by changing the language in their analyses. (b) (7)(C) said that he could not provide details about the language changes, but he said that he advised the analysts to report their concerns to BOEM management.

(b) (7)(C) said that one of the analysts that worked on the EIS for Lease Sale 193, Sociocultural Specialist (b) (7)(C) was concerned enough about how her work product was being altered by BOEM management that she requested that her name be removed from the final EIS because it no longer represented her analysis, findings, or conclusions. According to (b) (7)(C) (b) (7)(C) left BOEM in November 2014. In addition to (b) (7)(C) (b) (7)(C) provided the name of current BOEM biologist (b) (7)(C) as another employee who believed that his analysis, findings, and conclusions related to the EIS for Lease Sale 193 were significantly altered by BOEM management.

(b) (7)(C) was a sociocultural specialist who worked on BOEM's Lease Sale 193 SEIS (**Attachment 6**). (b) (7)(C) said that she was hired by BOEM in May 2013 to perform a NEPA analysis of how Lease Sale 193 would affect marine subsistence off the northern coast of Alaska.

(b) (7)(C) explained that based on the Federal District Court's April 24, 2014 requirement for BOEM to issue an SEIS for Lease Sale 193, BOEM held an all-hands meeting on May 22, 2014, to establish a schedule for completing the SEIS. According to (b) (7)(C) BOEM management set an ambitious schedule, including setting a goal of having a Record of Decision ready for departmental approval by March 2, 2015. (b) (7)(C) stated that she was responsible for four sections of the SEIS, including subsistence resources, sociocultural, public health, and environmental justice.

According to (b) (7)(C) this effort was the first major SEIS that she had worked on, and she did not believe that BOEM management provided clearly defined guidance to the analysts. (b) (7)(C) explained that she and the other analysts were initially instructed by the BOEM managers leading the SEIS effort to cut and paste large amounts of the language that was previously published in the Lease Sale 193 EISs for their new SEIS sections. (b) (7)(C) said that she attempted cutting and pasting from the sections that she was responsible for but she quickly realized that the previous EIS versions did not contain any scientific research to support the findings. Accordingly, she needed to first identify scientific research and studies that pertained to her sections of responsibility and then entirely rewrite her sections and make conclusions based on the research and studies she identified.

(b) (7)(C) stated that by September 2014 she had already logged over 100 hours of compensatory time beyond her normal work schedule. She said that all of the other analysts similarly worked a considerable amount of overtime on the SEIS due to the ambitious schedule set by BOEM management. (b) (7)(C) completed her sections and submitted them for management review on Friday, October 3, 2014.

When (b) (7)(C) supervisor, (b) (7)(C) , returned (b) (7)(C) sections to her following his review, she noted that her public health section had been "gutted." She said that (b) (7)(C) had removed all of the material she had included that explained what the section encompassed and how she

analyzed the applicable research to reach the section's conclusions. (b) (7)(C) had also removed all of the diagrams (b) (7)(C) had created to help explain her findings.

According to (b) (7)(C) (b) (7)(C) told her that "no one in management understood [the] public health section" and it was "too long." (b) (7)(C) said that she tried explaining to (b) (7)(C) that she is a licensed public health official and that the terminology she used in her section was common public health terminology. She then told (b) (7)(C) that while BOEM managers—who are not licensed public health officials—may not understand the terminology she used, the true audience for that section would fully understand its meaning. Therefore, she did not understand how BOEM managers could modify her research and findings simply because they did not understand the professional terminology.

(b) (7)(C) further stated that she tried explaining to (b) (7)(C) that the research and analysis contained in her public health section led to her findings. She said that she had attempted to be as concise as possible while keeping in mind that she needed to support her findings.

Following her discussion with (b) (7)(C) about her SEIS sections, (b) (7)(C) said that BOEM's Regional Supervisor for (b) (7)(C) told her that she did not "like" (b) (7)(C) conclusions, and (b) (7)(C) needed to make changes. (b) (7)(C) said that she told (b) (7)(C) that she believed the conclusions were accurate and that no changes should be made.

After her discussion with (b) (7)(C) about BOEM management wanting to change her conclusions in the draft SEIS 2 days prior to its release for public comment in October 2014, (b) (7)(C) said that she decided she needed to leave BOEM. She said that she had become so disillusioned with BOEM's approach to NEPA that she decided to take herself out of the process. (b) (7)(C) said that her last day at BOEM was November 18, 2014.

(b) (7)(C) stated that she did not understand why BOEM management was so intent on changing hers and other analysts' work on the SEIS. She explained that she understood that under the NEPA process, the analysts performing the work document their research, analysis, and conclusions, and then publish the work product for public comment. Beyond basic grammatical editing, she did not understand BOEM management's decisions to alter the scientists' conclusions. Furthermore, BOEM's changes to the analysts' conclusions would not be supported by the research and analysis in the SEIS.

(b) (7)(C) said that she never read the publicly released draft SEIS to see if BOEM management had changed her conclusions, but she was certain that management had removed significant portions of her original draft sections.

Following her interview, we requested that (b) (7)(C) review the draft SEIS released by BOEM on October 31, 2014, to compare it to her original draft sections and point out how BOEM management may have changed her research, analysis, or findings without her approval or input. (b) (7)(C) later provided her draft sections and identified how her work differed from BOEM's draft SEIS. While a comparison between (b) (7)(C) draft sections and the SEIS identified instances where content had been edited, we determined that BOEM management had not altered (b) (7)(C) scientific analysis and findings of environmental impacts.

(b) (7)(C) was an (b) (7)(C) biologist who also worked on the SEIS (**Attachment 7**). (b) (7)(C) detailed how his managers critiqued his writing ability when he submitted his draft section for review. He said that his supervisor, BOEM Regional Manager (b) (7)(C), significantly edited

his sections, but the editing did not alter his data, analysis, or findings. Rather, the editing involved style and formatting changes in an attempt to present the entire SEIS in "one voice." He explained that the "one voice" approach was used to make it easier for the reader by presenting all of the sections in a similar style even though several different analysts wrote the sections. He said that he had no concerns about the extensive editing to his section.

(b) (7)(C), a BOEM wildlife biologist (b) (7)(C), worked on the 2011 and 2014 SEISs (**Attachment 8**). He explained that the 2011 SEIS was essentially a "spin-off" of the original 2007 EIS. The 2011 SEIS, he said, added consideration of the production of natural gas but used the same oil-production scenario. Conversely, he said that the 2014 SEIS required an entirely new exploration and development scenario.

According to (b) (7)(C) he was assigned two sections of the SEIS, including marine and terrestrial mammals. (b) (7)(C) believed that the timeline established by BOEM headquarters for completing the SEIS was too short. He said that BOEM's regional managers, including (b) (7)(C) (b) (7)(C) (b) (7)(C) and Deputy Regional Director (b) (7)(C), all informed BOEM headquarters that the timeline could not be met. Ultimately, according to (b) (7)(C) it was unavoidable that the SEIS was significantly compromised due to this restrictive timeline.

(b) (7)(C) stated that the aggressive timeline resulted in little collaboration between analysts. He explained that collaboration between analysts would be crucial to developing a thorough SEIS because all of the resources being analyzed in the SEIS were interconnected. Accordingly, he believed that collaboration was paramount to completing a thorough SEIS. (b) (7)(C) said, however, that the timeline restricted his collaboration with other analysts during the entire SEIS process to only approximately 15 to 45 minutes.

(b) (7)(C) described how regional managers "talked over" him when he raised his concerns about the framework and timeline for the SEIS. He said that the analysts were told to simply make their deadlines.

(b) (7)(C) mineral leasing specialist for BOEM's Alaska OCS Region (**Attachment 9**). He worked on the original 2007 EIS for Lease Sale 193 as a (b) (7)(C) and was one of the (b) (7)(C) when the 2011 SEIS was completed. He did not work as an analyst on the 2014 SEIS, but he was assigned to review the four sections drafted by (b) (7)(C) According to (b) (7)(C) BOEM management established a "very aggressive" timeline for completing the SEIS. He noted that the timeline for completing the 2011 SEIS was also tight, but not as aggressive as the timeline for the 2014 SEIS.

(b) (7)(C) explained that the SEIS process was completed in order to assist DOI in deciding to "modify, vacate, or affirm" Lease Sale 193. (b) (7)(C) also stated that because DOI affirmed the lease sale after the completion of the 2011 SEIS, there was a perception in BOEM that DOI would similarly affirm the lease sale after completion of the 2014 SEIS.

(b) (7)(C) an oceanographer and oil spill risk analysis coordinator in BOEM's Alaska OCS Region, informed us that in addition to her work on the 2014 SEIS, she also worked on the original EIS in 2007 and the first SEIS in 2011 (**Attachment 10**). According to (b) (7)(C) the court remanded the SEIS to BOEM in 2014 because the first SEIS only considered potential oil production from the initial discovery, which was projected to be only 1 billion barrels. The court's remand directed BOEM to

complete a secondary SEIS that would consider later discoveries, which are projected to be approximately 4.3 billion barrels.

(b) (7)(C) explained that she prepared an exploration and development scenario for oil spill risk analysis that could be used by the other analysts in preparing the SEIS. She said that BOEM had been updating a general circulation model, which was completed in 2013, and she used this model to run an oil spill trajectory analysis for the SEIS. The analysts then used this analysis to determine oil spill impact analyses for the SEIS.

Like other analysts, (b) (7)(C) also noted the expedited SEIS timeline and said that she had never worked on an SEIS with such a short timeline in her 26-year career. According to (b) (7)(C) she reviewed some of the newer analysts' sections to ensure the analysts used the correct technical language and probability figures. The expedited timeline, however, required that her review be "pretty quick."
She did not know whether DOI had already decided to approve Lease Sale 193 before the SEIS was completed. She said that if she had known that the decision had already been made, she would not have worked the extensive compensatory hours to meet the deadline.

(b) (7)(C) is a former fish biologist for BOEM's Alaska OCS Region who was assigned to work on four sections of the SEIS (**Attachment 11**). According to (b) (7)(C) she was assigned by BOEM management to work on the SEIS in early 2014 after the court had remanded the SEIS to BOEM. (b) (7)(C) said she and her scientific colleagues who were also assigned to the SEIS project were anxious to receive a timeline from BOEM management so they could start their work. She said, however, that the team did not receive a timeline from BOEM management until May 2014.

(b) (7)(C) stated that she believed the timeline was "so crushed" that the quality of the SEIS was significantly compromised. She explained that she did not have enough time to review her own sections for scientific consistency, which is vital to any scientific work product. In addition, (b) (7)(C) stated that she was not provided any time to peer review other scientists' sections to ensure consistency. (b) (7)(C) stated that cross-discipline consistency review is even more important than reviewing your own work because the possibilities for discrepancies are far greater.

After submitting her sections for the draft SEIS in October 2014, (b) (7)(C) said that she reviewed some sections from other disciplines and found inconsistencies in areas of water-quality chemistry between sections. She said that she wrote emails pointing out these discrepancies but was uncertain whether it was remedied because all the scientists were writing so rapidly to meet the timeline.

(b) (7)(C) stated she felt that the decision to affirm Lease Sale 193 had already been made before the SEIS was completed. (b) (7)(C) believed that the pressure to meet the timeline originated from upper management and came down through her direct supervisors, including (b) (7)(C)

Regarding the NEPA process in general, (b) (7)(C) stated that she understood that NEPA required the EIS process to be completed as one "piece of the decision" of whether to move forward with a Federal project or authorization. She said that she fully understood that the EIS was not a conclusive document that dictated a certain decision. She believed, however, that DOI officials needed to consider the EIS prior to reaching their decision. Accordingly, while a decision may have already been made based on politics, she said, scientists performing the analysis in an EIS should not be told: "Just get it done because the decision has already been made." (b) (7)(C) believed that this approach was "very disingenuous and dispiriting," and resulted in her questioning why she should work hard to generate

the finest product possible when DOI officials would not even consider it. As a result, (b) (7)(C) decided to retire from BOEM years earlier than she had planned so that she could regain her "personal and scientific integrity." She retired in October 2014.

(b) (7)(C) was the former regional supervisor of the Office of Environment for BOEM's Alaska OCS Region (**Attachment 12**). (b) (7)(C) explained that the Office of Environment includes three sections. Two of these sections are Environmental Analysis sections and the third was called the Environmental Studies branch.

According to (b) (7)(C) these three sections collaborate to prepare EISs. The Environmental Studies branch conducts scientific studies that the Environmental Analysis sections then use to determine environmental impacts of a proposed Federal project or authorization (e.g., an offshore oil and gas lease). All of these scientific studies and analyses need to comply with Federal environmental laws, such as NEPA, the Endangered Species Act, the National Historical Preservation Act, and the Magnuson–Stevens Fishery Conservation and Management Act.

(b) (7)(C) explained that based on the court's January 2014 decision to remand the SEIS to BOEM, BOEM needed to create a new exploration-and-development scenario that more accurately represented the amount of foreseeable oil production under Lease Sale 193. In response to the court's decision, in January or early February 2014, then BOEM Director Tommy Beaudreau stated that he planned to assemble an interdisciplinary team that would create the new scenario and then prepare the associated SEIS. In addition, Beaudreau needed to propose a new timeline for completing the SEIS and provide this timeline to the court.

In May 2014, Beaudreau proposed a timeline to the Alaska OCS regional managers to complete the final SEIS in February 2015 and to issue the Record of Decision in March 2015. According to (b) (7)(C) all of the Alaska OCS regional managers stated that they could not meet such a short timeline. (b) (7)(C) said that other regional managers at the meeting included (b) (7)(C), (b) (7)(C), (b) (7)(C) (b) (7)(C) (b) (7)(C) and (b) (7)(C)

According to (b) (7)(C) Beaudreau remained the key decision maker regarding the SEIS for Lease Sale 193 even after being promoted to the Chief of Staff for the Secretary of the Interior in April 2014. Shortly after this promotion, Beaudreau held a conference call with the Alaska OCS regional managers stating that his original timeline must be met, despite their previous objections. (b) (7)(C) stated that the following individuals were on the conference call: (b) (7)(C) and (b) (7)(C) from the Office of the Solicitor, Walter Cruickshank (Acting BOEM Director at that time), (b) (7)(C) (b) (7)(C) (b) (7)(C) (b) (7)(C) and herself. (b) (7)(C) said that none of the regional managers questioned Beaudreau's direction because their opinions were being directly overridden by a senior DOI official.

(b) (7)(C) explained that in November 2014, Beaudreau explained why he imposed this timeline, stating that he established the timeline to prevent DOI from being accused of prohibiting industry from drilling during the summer of 2015. (b) (7)(C) said that this explanation made it clear to her that industry was communicating directly with departmental leadership on the status of the SEIS.

(b) (7)(C) said that Alaska OCS Regional Director James Kendall met with her after the April 2014 call with Beaudreau and expressed agitation about her interactions with Beaudreau. He was worried that (b) (7)(C) may have upset Beaudreau when she told him the timeline was unreasonable.

Based on Beaudreau's timeline, (b) (7)(C) said, she and her staff created a detailed timeline for completing the SEIS, which included due dates for each chapter and allotted time periods for in-house peer reviews. (b) (7)(C) explained that in-house peer reviews were vital to ensure consistency between the separate sections because all of the sections naturally overlap each other, but she could not allot ample time for these reviews because of the tight timeline.

In addition, (b) (7)(C) said that BOEM expected to receive hundreds of thousands of public comments to the draft SEIS. While (b) (7)(C) acknowledged that many of these comments are mass-produced form letters, she said that others are unique and complex. Accordingly, it was incumbent on BOEM to provide in-depth, thoughtful responses to uphold the NEPA requirements. Under the imposed timeline, BOEM could only allot a 2-week period to respond.

(b) (7)(C) stated that the overall quality of the draft SEIS was compromised due to Beaudreau's aggressive timeline. According to (b) (7)(C) she had daily conversations with (b) (7)(C) wherein (b) (7)(C) would ask if her team would be able to meet the timeline. She responded that her team could meet the deadlines but the quality of the report would be compromised. According to (b) (7)(C) (b) (7)(C) repeatedly offered to bring in more people to help complete the SEIS, although (b) (7)(C) did not believe (b) (7)(C) would bring in people with the right qualifications.

(b) (7)(C) said that the SEIS team members mostly believed that DOI would confirm Lease Sale 193 regardless of the findings of the SEIS. She pointed out that such an unreasonable timeline would not have been created to afford industry the opportunity to begin drilling operations in the spring of 2015 if DOI had not already decided to affirm the sale. (b) (7)(C) stated, however, that no one in DOI ever told her directly that the decision had already been made.

(b) (7)(C) acknowledged that DOI could potentially place certain restrictions or provisos on the leases based on the findings of the SEIS. She also stated that no one ever told her or her team how the SEIS needed to look or what the analysis and findings should say. According to (b) (7)(C) the bottom line regarding the SEIS was that her team was not provided the time needed to complete a quality product, and the document was compromised.

As a result of her experience on Lease Sale 193, (b) (7)(C) ultimately resigned her position with BOEM. She believed that BOEM's approach in completing the SEIS did not comport with how "good Government" should operate. (b) (7)(C) said that BOEM did not provide her the authority or the resources to complete the job in a correct and complete way. In late November 2014, (b) (7)(C) said that she told (b) (7)(C) to start looking for her replacement. (b) (7)(C) resigned from her position with BOEM on February 19, 2015.

(b) (7)(C) within BOEM's Alaska OCS Region's Office of Environment (**Attachment 13**). (b) (7)(C) said that when she started working for BOEM in February 2014, the court had just remanded the SEIS for Lease Sale 193. Like the other BOEM employees we interviewed, (b) (7)(C) described Beaudreau's timeline for completing the SEIS as aggressive. According to (b) (7)(C) her supervisor, (b) (7)(C) and other regional managers, attempted to inform BOEM headquarters that the new scenario meant they needed to essentially start from scratch in preparing the SEIS and would need more time than provided in Beaudreau's timeline to complete a quality SEIS. She said that headquarters responded by directing the region to meet the timeline.

(b) (7)(C) said that she and other supervisors created a detailed task schedule identifying when certain assignments need to be completed to meet Beaudreau's timeline. She provided us with two versions of the detailed schedule. The first version was created at the beginning of the project and is dated May 19, 2014 (**Attachment 14**). The second version was a revised schedule and is dated October 28, 2014 (**Attachment 15**).

In addition to creating the task schedule, (b) (7)(C) said that the managers completed all the necessary paperwork for documenting the additional hours the analysts would need to work to meet the timeline (see Attachment 13). She explained that based on the timeline Beaudreau established, the managers knew that the analysts would need to work many hours beyond their normal work schedule. (b) (7)(C) observed that the timeline did not allow ample time for peer review between analysts. Like (b) (7)(C) (b) (7)(C) said that this task schedule resulted in a situation where the region could complete the SEIS as directed by the timeline, but the overall quality of the SEIS was impacted.

(b) (7)(C) said that she understood the driving factor behind the aggressive timeline was DOI's desire to complete the SEIS and issue a Record of Decision in March 2015 to allow the leaseholder, Shell, to drill during the spring and summer of 2015. She said that no one specifically told her this, but everyone working on the SEIS knew it to be the case.

(b) (7)(C) believed that the decision was probably already made to affirm Lease Sale 193 prior to completion of the SEIS, but she said that most projects requiring an EIS that she has worked on during her career have been approved. Accordingly, she said, she approaches the preparation of an EIS as an attempt to minimize, compensate, and mitigate adverse impacts of the proposed project.

(b) (7)(C) was the (b) (7)(C) within BOEM's Alaska OCS Region's Office of Environment (**Attachment 16**). As a supervisor for this section, (b) (7)(C) said, he was involved with creating the new exploration and development scenario required by the court's remand. (b) (7)(C) said that he helped develop a scenario that could be reasonably analyzed under NEPA.

(b) (7)(C) stated that he assisted with creating the timeline originally proposed by the Alaska OCS Region, which BOEM headquarters later significantly compressed. He said that he was concerned about his division's ability to meet the timeline established by Beaudreau. According to Blackburn, the region was essentially tasked with creating an entirely new EIS, versus a supplemental EIS, because they needed to analyze a new exploration and development scenario. Typically, he said, creating a new EIS takes approximately 2 to 3 years, not 7 months.

(b) (7)(C) said that while the timeline was ultimately met, he believed the regional employees suffered significantly. He observed that both team building and morale boosting were key components to being a successful division, yet the SEIS timeline established by headquarters proved to have a negative effect on his team's cohesion and morale. According to (b) (7)(C) while his team completed the SEIS, he could not say he was proud of the final product.

Like the other interviewees, (b) (7)(C) believed that BOEM headquarters established the compressed timeline to provide an option for arctic drilling in the summer of 2015, but he disagreed it was a good reason to compress the timeline.

When asked whether he believed the decision to affirm the lease sale was already made before the SEIS was completed, (b) (7)(C) stated he "tried not to think about it." He said that he chose to simply do the best job possible to create a quality SEIS that would assist DOI in making its decision.

(b) (7)(C) is a program analysis officer for BOEM's Alaska OCS Region, and his duties include general assignments, such as working on projects as directed by the regional director, liaising with the Office of the Solicitor, and drafting briefing papers (**Attachment 17**). (b) (7)(C) was familiar with the legal iterations surrounding the SEIS and attended the appellate briefings concerning the SEIS. (b) (7)(C) said that based on his working knowledge of the SEIS and his legal background, he assisted with preparing the document and eventually became the SEIS project manager in the summer of 2014.

(b) (7)(C) said that headquarters informed the region that it imposed an expedited timeline because it feared that the court would enforce an even shorter period if BOEM did not propose an aggressive timeline. Later in the SEIS process, (b) (7)(C) said that DOI Assistant Secretary for Land and Minerals Management Janice Schneider publicly stated that DOI did not want to be blamed for preventing Shell from having a drilling season in 2015. He believed this reason was more logical and likely reflected the true motive for establishing the timeline.

According to (b) (7)(C) BOEM headquarters established the timeline for completing the SEIS. It was (b) (7)(C) position that the region could meet any imposed timeline as long as headquarters understood that the quality of the SEIS and the quality of life of the BOEM employees would both suffer under an unreasonably short timeline.
(b) (7)(C) believed that the region did a "pretty good job—not a great job" on the SEIS considering the abbreviated amount of time provided to complete the project. He acknowledged that several items were left out of the final SEIS due to the rush to complete the document, but these items would not have greatly impacted the quality of the document.

(b) (7)(C) stated the time allotted for responses to the public comments following the release of the draft SEIS, was "very abbreviated," and the "most aggressive component of the entire [SEIS] schedule." He explained that the region received hundreds of thousands of comments that required a procedurally correct response, and that this process simply takes time. He noted that failure to meet the procedural NEPA requirements would open the document up to legal challenge. According to (b) (7)(C) the short timeline prevented him from being as "deliberate" in responding to the public comments as he would have preferred. (b) (7)(C) concluded by stating that he had decided to leave BOEM and this decision was directly related to the workload associated with the Lease Sale 193 SEIS.

(b) (7)(C) is the (b) (7)(C) for BOEM's Alaska OCS Region, and his duties include supervising the lease sales and bonding and mapping sections of the Alaska OCS Region (**Attachment 18**). (b) (7)(C) said that BOEM requested he be involved with the Lease Sale 193 SEIS due to his 35 years of experience as an attorney and his 15 years of experience in private practice suing Federal agencies over NEPA decisions, including EISs and environmental assessments. Due to his extensive experience challenging Federal NEPA decisions in the past, (b) (7)(C) stated that management asked him to review and assist in writing the more difficult portions of the SEIS with a focus on "playing the devil's advocate."

According to (b) (7)(C) in early 2014, he was part of the 10-member regional task force assigned to determine the next steps and a proposed timeline for completing the SEIS. (b) (7)(C) said that based on

his experience, he was not surprised that BOEM headquarters established a timeframe for completing the SEIS that would allow Shell to start drilling operations in the summer of 2015. He did say, however, that he did not agree with Beaudreau's statement that the court would impose such a timeline if BOEM did not. According to (b) (7)(C) the courts do not typically override a recommended timeline without significant reason to do so.

After learning of the timeline established by BOEM headquarters, (b) (7)(C) stated that, as a former litigator of NEPA decisions, he believed an agency could not meet the "ridiculous" timeline with a thorough, competent SEIS.

Following completion of the draft SEIS, (b) (7)(C) said that he was "one of the very few" who read the entire document. He explained that he made many notes where he believed the document had weaknesses and could be challenged. The region attempted to address his notes within its restricted timeframe. Despite BOEM's attempts to strengthen the document, it was (b) (7)(C) legal opinion that the SEIS was nowhere near the quality it could have been if the region had been provided the time it needed to create a quality product.

According to (b) (7)(C) the Office of the Solicitor spent very little time reviewing his suggestions to strengthen the SEIS. He explained that the attorneys had made it clear to him that they did not value his opinions and advice. In addition, (b) (7)(C) believed that the attorneys did nothing to assist the region in preparing the SEIS. (b) (7)(C) said that it appeared obvious to him that headquarters was not worried about an additional legal challenge, because in his legal opinion, the SEIS was "challengeable."

(b) (7)(C) stated that he believed that DOI could not possibly make an objective decision to affirm or to vacate the lease sale because to vacate would result in DOI refunding $2.6 billion in lease-sale revenue to the lessees.

(b) (7)(C) was the deputy regional director (b) (7)(C) (**Attachment 19**). She said that she assisted in creating the regional task force assigned to determine the timelines and strategies for completing the SEIS, and she worked on establishing the region's proposed timeline for the project. According to (b) (7)(C) the region submitted a proposed timeline to headquarters that projected completion of the SEIS at the end of the 2015 summer, but headquarters rejected it in favor of a timeline that would allow for a Record of Decision by March 2015.

(b) (7)(C) stated that she thought the region would meet the much-abbreviated timeline, but it would need support from headquarters in doing so. She explained that the region told headquarters that it would require personnel support, the ability to provide compensatory time for extra hours worked by regional employees, and headquarters' direction that extensions would not be granted for review periods, including any extensions requested by the Office of the Solicitor.

During the SEIS process, (b) (7)(C) said that she had heard some regional employees express the belief that headquarters rushed the timeline to complete the SEIS "for Shell." According to (b) (7)(C) this belief resulted in a great deal of resentment by the regional employees. (b) (7)(C) believed that headquarters should tell the regional employees why extensive overtime was needed, and eventually (b) (7)(C) relayed this information.

When asked if she believed that the harmful effects on the regional managers and analysts during the SEIS process was a direct result of the expedited timeline, (b) (7)(C) observed that individual employees

handle stressful situations differently. She explained that some employees simply are "not performers," and therefore their managers had to step in and carry some of the burden.

When asked if she believed DOI had decided to affirm the lease sale before the SEIS was completed, Warren stated that it was likely because it had done so after the completion of the 2011 SEIS.

(b) (7)(C) was the NEPA coordinator assigned to coordinate the Lease Sale 193 SEIS (**Attachment 20**). (b) (7)(C) stated that her duties as the NEPA coordinator for the Alaska OCS Region included coordinating the writing and compiling of all the sections that make up the SEIS, along with establishing deadlines and calendars for the analysts working on the NEPA documents. (b) (7)(C) also provided guidance and instruction to the analysts regarding NEPA document requirements. According to (b) (7)(C) she also worked with Alaska OCS regional managers, BOEM's headquarters, DOI's Office of the Solicitor, and the writer-editors assigned to work on the SEIS. (b) (7)(C) coordinated all of these groups to ensure the more than 700-page SEIS was completed and ready for public consumption.

Like other interviewees, (b) (7)(C) also believed the expedited timeline was too demanding and ultimately resulted in a great deal of pressure and stress placed on the managers and writer-editors to compile and fine-tune a satisfactory SEIS document.

According to (b) (7)(C) the Office of the Solicitor and BOEM headquarters provided very little support to the Alaska OCS Region in preparing the SEIS. (b) (7)(C) further stated that the attorneys provided only unsupported opinions not backed by case law and made many unnecessary comments and suggestions to the draft SEIS close to the deadline, which ultimately hindered, rather than helped, the process.

(b) (7)(C) also confirmed the belief that BOEM imposed the expedited timeline to afford Shell the opportunity to drill during the summer of 2015. Regardless of the motive or reasons, (b) (7)(C) believed that headquarters sacrificed good people by demanding that the Alaska OCS Region meet the timeline. (b) (7)(C) believed that the expedited timeline, the failure of many analysts to meet the necessary deadlines, and the absence of support from headquarters and the Office of the Solicitor resulted in the final SEIS being "absolutely compromised" and "full of errors."

(b) (7)(C) an attorney advisor with DOI's Office of the Solicitor, (b) (7)(C) s (b) (7)(C) (**Attachment 21**). (b) (7)(C) believed that BOEM needed to establish a short, but reasonable, timeline for completing the SEIS or else the court would establish a timeline for BOEM. She explained that this was an important consideration in establishing the timeline because the court had a history of supporting industry in requiring short timelines.

(b) (7)(C) said that she had no doubt that the Alaska OCS Region could meet the timeline Beaudreau established; however, she confirmed the Alaska OCS Region staff did not agree with Beaudreau's timeline. She explained that the SEIS was a supplemental EIS, not a new EIS, and therefore much of the formatting had already been completed. The region only needed to change the volume of oil production and resources affected. (b) (7)(C) acknowledged that it was an extensive document but not an entirely new document.

When asked if she knew that several analysts working on the SEIS stated that they did not have time to conduct internal peer reviews of other analysts' sections, (b) (7)(C) said that she was unaware of the region skipping any of the required processes in completing the SEIS.

(b)(7)(C) believed that DOI was open-minded in reaching its decision to affirm, modify, or vacate Lease Sale 193. (b)(7)(C) stated that she legally advised DOI officials that they must be open-minded in reaching their decision and cannot take into consideration that the leases have already been issued. She explained that opponents of the lease sale had argued to the court that the leases should have been vacated prior to completing the SEIS so that DOI would not be biased in making its ultimate decision, but DOI successfully argued that it could be open-minded without vacating the leases.

Response From BOEM and DOI Executive Managers

BOEM's Alaska OCS Regional Director James Kendall stated that he is the executive for the region, and his duties include working with executives of the other DOI bureaus in Alaska and Washington, DC. (**Attachment 22**). Accordingly, he did not attend many task force meetings held in the Alaska OCS Region related to the Lease Sale 193 SEIS. He explained that (b)(7)(C) and (b) (7)(C) led the task force to determine timelines and strategies in completing the SEIS process and establish the region's proposed timeline for the project. (b)(7)(C) and (b) (7)(C) kept Kendall informed about the SEIS process. Kendall confirmed that the region proposed a projected completion date in August 2015 but that headquarters wanted a Record of Decision by March 2015.

According to Kendall, (b) (7)(C) told him it was impossible to complete the SEIS in that timeframe. Kendall said that in contrast to Toussaint's outlook, (b) (7)(C) had more extensive experience working with NEPA and viewed the task, similarly to Kendall, as a challenge that simply needed to be met.

Kendall said that the region took all of the steps necessary to meet this challenge by bringing in extra people from other regions and agencies. Moreover, he said, the region received approval from headquarters for compensatory time and overtime for the employees working on the SEIS. The region requested that two attorneys from the Office of the Solicitor be assigned to the effort.

Kendall noted that as the region commenced working on the SEIS, (b) (7)(C) told him repeatedly that she believed that the SEIS would be significantly compromised because of the expedited timeline, and she did not want to be associated with it. According to Kendall, he told (b) (7)(C) to stop her "naysaying" and to instead encourage employees working on the project to meet the challenge and produce a quality product.

Despite the belief of many that the timeline could not be met, Kendall said that the SEIS was completed on schedule. He stated that he is not a NEPA expert, but he read the entire document and believed the SEIS was an outstanding product.

When asked whether he thought the timeframe was unreasonable, he explained that he recognized the challenge when the region first learned about the timeline. He said that he initially understood the reason for the expedited timeline was that Beaudreau wanted to show the court that BOEM took its responsibilities seriously. He said, however, that (b) (7)(C) later informed the region while on a trip to Alaska that DOI had implemented the expedited timeline to avoid blame for preventing Shell from having a 2015 drilling season. Kendall said that he never received any indication from headquarters that BOEM imposed the March 2015 timeline to benefit Shell.

Kendall said that Shell contacted him during the SEIS process in an attempt to tell him the agency's responsibility regarding Lease Sale 193 and the SEIS. According to Kendall, he responded to Shell that his responsibilities were to the laws and the people of the United States.

Kendall stated that he had never heard anyone from BOEM state that the decision to affirm the lease sale had been made before the SEIS was completed. He noted, however, that considering how much research and analysis had already been completed, and the fact that the lease sale had already occurred and been affirmed once before, he anticipated that DOI would reaffirm the sale after completing the SEIS.

Walter Cruickshank, the deputy director of BOEM, stated that BOEM established the timeline for completing the SEIS prior to his significant involvement in the process (**Attachment 23**). He said that he was told that the timeline was created through conversations about the feasibility of completing the SEIS prior to the 2015 arctic drilling season. He stated that Kendall informed headquarters that the region could meet the timeline. He said, however, that Kendall took certain actions to assist the region in meeting the timeline, including making other subject matter experts available, ensuring attorneys were readily available, and minimizing non-SEIS-related assignments. Regardless, Cruickshank believed that meeting the timeline would require a significant effort by the region.

Cruickshank said that he eventually learned that Beaudreau established the aggressive timeline for completing the SEIS due to Beaudreau's fear that BOEM would become a target of the congressional delegation from Alaska and the oil and gas industry if BOEM did not complete the SEIS before the spring of 2015. According to Cruickshank, Beaudreau was concerned that DOI would be vulnerable to criticism from the State of Alaska and the local press if Shell did not have the opportunity to conduct drilling activities during the 2015 open-water season. Cruickshank confirmed that Beaudreau stated this reason for the aggressive timeline to BOEM managers working on the SEIS during a video conference call in November 2014.

Cruickshank admitted that how the SEIS "played out" in the region was "not something we [were] wild about." He noted that the stress and burdens placed on the BOEM employees trying to meet the aggressive timeline was costly.

Cruickshank said that he traveled to Alaska one time during the SEIS process. He told us that his involvement with the SEIS process picked up only after Beaudreau became the Chief of Staff for the Secretary of the Interior in May 2014. Upon becoming significantly involved in the process, Cruickshank said, he learned that some regional staff believed that they could not meet the timeline, but he did not believe that this feeling was unanimous.

Cruickshank stated that concerns about meeting the timeline were mostly relayed to him by Kendall. He noted, however, that (b)(7)(C) and (b) (7)(C) also spoke to him about their concerns directly. In addition, Cruickshank acknowledged that he became aware of resignations and retirements in the Alaska OCS Region spurred by the SEIS process. He said that these actions concerned headquarters, and he spoke with Kendall about these concerns.

Cruickshank believed, based on his conversations with regional staff, that while the editing and compilation of the final document might have suffered due to the short timeframe for internal review, the science underlying the document would be solid. He said that he had no concerns about the scientific quality of the SEIS, and he did not believe the SEIS would be vulnerable to any challenges based on faulty scientific analysis. Cruickshank added that the U.S. Environmental Protection Agency (EPA) reviewed the draft SEIS and rated it well.

Cruickshank said that Shell did not contact him directly regarding the SEIS, but he was certain the company had contacted DOI about the matter. He said that he thought Shell may have hoped that BOEM would not complete the SEIS prior to the 2015 arctic drilling season so that the company could request an extension of its lease.

When asked if he knew whether DOI had been predisposed to affirm the lease sale before the SEIS was completed, Cruickshank pointed out that the decision to affirm, modify, or vacate the lease sale had not yet occurred. He said that he trusted the Secretary or the Deputy Secretary of the Interior to make the decision regarding Lease Sale 193 based on all of the information, including the analysis in the SEIS.

***Agent's Note**: We interviewed Cruickshank prior to DOI issuing the Record of Decision in March 2015.*

Regarding his impression about the overall SEIS process, Cruickshank said that he "would never want to put the region through something like that again." He further commented that "in retrospect, we should have looked at ways to lessen burdens on folks" earlier in the process, such as using more contractors to assist in the analysis.

We interviewed Beaudreau, who explained that in 2012, the year after DOI completed the first SEIS and affirmed the lease sale, Shell proceeded with exploration activities in the region but suffered several well-publicized setbacks (**Attachment 24**). The setbacks caused BOEM to conduct a complete review of Shell's work. This review, which was led by Beaudreau, included recommending steps that Shell would need to take if the company was to propose a future drilling program in Alaska. The report on this review was issued in March 2013. In the fall of 2013, Shell submitted a proposal for exploration activity for the 2014 season. After the District Court of Alaska remanded the SEIS to BOEM in April 2014, however, Shell withdrew its exploration plan due to the uncertainty surrounding the litigation, and BOEM suspended the leases.

According to Beaudreau, BOEM subsequently began to develop a plan to address the Ninth Circuit Court's ruling. A series of meetings were held involving Office of the Solicitor and BOEM staff and the consensus was that BOEM should focus on the specific issue raised by the Ninth Circuit, which was the production and development scenario. Office of the Solicitor and BOEM staff also agreed that BOEM's new calculations would consider all available information and not just information that was available in 2007 when the original EIS was completed.

Beaudreau said that the next task was to set a schedule for completion of the work. Based on previous experience, everyone knew that the Alaska Court would want a schedule quickly, and that the court would be focused on the timeline. Everyone at BOEM also knew that the Alaska Court would want to know if BOEM would complete the additional analysis in time for Shell to potentially move forward with exploration in 2015. According to Beaudreau, he believed that if BOEM did not propose an aggressive timeline that would potentially allow Shell to move forward in 2015, the Alaska Court would impose one.

Beaudreau recalled a final meeting that occurred in approximately February or March 2014, where he had the proposed schedule in front of him. BOEM's Alaska OCS Region staff and Office of the Solicitor attorneys were present for the meeting. During the meeting, Beaudreau told the staff the draft had to be completed by the end of October. He also told the group that BOEM had to put whatever

resources it had at its command from across the bureau into conducting a thorough analysis and completing the work. BOEM knew that its work would be scrutinized, and therefore meeting the timeline was only part of the objective. Beaudreau told the meeting attendees that the SEIS had to withstand judicial scrutiny.

Beaudreau told the group, as well as Cruickshank, that he wanted all necessary resources devoted to the project, and that he would authorize overtime. He also suggested that personnel from the Gulf of Mexico or elsewhere be considered for the project and that attorneys from DOI's Office of the Solicitor should be embedded in the effort to streamline the process.

Beaudreau said that he considered two additional factors when developing the timeline. First, he said, he knew that the Alaska congressional delegation, including Senator Lisa Murkowski, would be focused on how BOEM was going to manage this work and would criticize BOEM if the work was not completed in a timely manner. Beaudreau said it was part of his job to protect BOEM and DOI from this kind of criticism. Beaudreau also knew that Congress could impact BOEM's budget and authority, and he did not want to give it a reason to do so.

Second, Beaudreau said, he was concerned about the timeline from Shell's perspective. His concern, however, was not that the analysis be completed so Shell could move forward. Instead, it was that the analysis be completed so Shell could not blame BOEM if the company elected not to proceed in 2015 for its own internal reasons. Shell's arctic program was under scrutiny within the company, said Beaudreau, because of the huge expenses Shell had incurred and the many issues it had encountered in 2012. Beaudreau said that it would not be unexpected for industry's failures to be characterized by industry and Congress as a regulatory failure. Beaudreau opined that this had occurred during the Deepwater Horizon oil spill incident in the Gulf of Mexico in 2010. Regarding the company itself, Beaudreau said that he had significant experience with Shell, and he felt no urgency for it.

Beaudreau said that while he had phone conversations with Shell concerning the SEIS, he did not recall any in-person meetings about the schedule. Shell also sent Beaudreau a PowerPoint or similar document regarding the schedule and Beaudreau said it reinforced his theory that Shell would put pressure on BOEM, both through the court and Congress. Beaudreau noted that he did not refer to Shell's schedule and did not ask anyone to conform to it.

In May 2014, Beaudreau left his job as the BOEM Director and Acting Assistant Secretary for Land and Minerals Management and became the Chief of Staff for the DOI Secretary. He continued to stress to both Cruickshank and Kendall that they should use all resources necessary to complete the analysis correctly. Beaudreau said that he could think of no instances between approximately May 2014 and the time the draft SEIS was issued when someone came to him and expressed concerns about the quality of the work. He said that no one ever told him that scientists were being overworked or that the analysis was faulty. In addition, Beaudreau did not recall Cruickshank or anyone else telling him that the analysis was inadequate in some way or that it could not be done. Beaudreau said that he knows Kendall well, and he was confident that if Kendall had such concerns he would have raised them, either through Cruickshank or directly with him. No regional manager ever approached Beaudreau and told him that the timeline could not be met.

According to Beaudreau, if anyone had raised concerns about the quality of the work on the SEIS, he would have adjusted the timeline or taken other steps to address these concerns. Beaudreau reiterated that everyone understood that the work was going to be heavily scrutinized, and everyone was

expecting that the matter would eventually be appealed a second time to the Ninth Circuit. As a result, no one believed that an inferior work product would go unnoticed.

Beaudreau told Cruickshank that he did not want the regional employees to feel that they had been put into a difficult situation and then forgotten. Beaudreau said that he knew the employees were working extremely hard and that their morale was probably suffering. Beaudreau and Cruickshank then agreed that it would make sense for Beaudreau to visit the Alaska BOEM office and let the employees know he had not forgotten about them. The trip was scheduled but had to be canceled due to a conflict.

Beaudreau, however, attended a meeting with staff by video conference. During the discussion, Beaudreau told the staff that he knew how hard they had been working, that they were making sacrifices to get the SEIS done, and that he appreciated their efforts. He also told them that he had asked them to do this because he did not want BOEM to be accused of failing. Beaudreau asked for questions and feedback, but, he said, not many people spoke. Beaudreau said that he recently learned that as many as six employees in the Alaska OCS Region office may have resigned or retired early as a result of their concerns with the timeline and resulting SEIS.

Regarding the quality of the SEIS, Beaudreau said that he had not read the entire SEIS, but based on what he had read he felt it was a good work product. He also spoke to Kendall, who said he was satisfied with it and that it was thorough. Beaudreau said that he was certain that DOI officials would review all relevant information before making their decision to affirm, modify, or vacate the lease sale. Beaudreau had no reason to believe that DOI had already decided to affirm Lease Sale 193.

***Agent's Note**: We interviewed Beaudreau prior to DOI issuing the Record of Decision in March 2015.*

U.S. Environmental Protection Agency Review of SEIS

According to EPA:

> The Environmental Protection Agency (EPA), like other federal agencies, prepares and reviews NEPA documents. However, EPA has a unique responsibility in the NEPA review process. Under Section 309 of the Clean Air Act, EPA is required to review and publicly comment on the environmental impacts of major federal actions, including actions which are the subject of EISs. If EPA determines that the action is environmentally unsatisfactory, it is required by Section 309 to refer the matter to [the Council on Environmental Quality] CEQ (**Attachment 25**).

EPA conducts a two-prong process to review draft EISs, rating the environmental impact of the proposed action and also the adequacy of the EIS document. According to EPA, "the rating system provides a basis upon which EPA makes recommendations to the lead agency for improving the draft EIS."

On December 16, 2014, EPA issued a comment letter on the draft SEIS for Lease Sale 193, which assigned a rating of "EC-1" (Environmental Concerns-Adequate Information) to the draft SEIS (**Attachment 26**). Accordingly, EPA determined that BOEM's draft SEIS document received its highest rating of "Adequate," but it "identified environmental impacts that should be avoided in order to fully protect the environment."

In assessing the environmental impact of a proposed action being considered in an EIS, EPA assigns the draft EIS with one of the following four ratings: Lack of Objections (LO), Environmental Concerns (EC), Environmental Objections (EO), or Environmentally Unsatisfactory (EU). An EC rating is assigned if EPA's review has "identified environmental impacts that should be avoided in order to fully protect the environment."

EPA rates the adequacy of a draft EIS by assigning a rating of Adequate, Insufficient Information, or Inadequate. An Adequate rating indicates that EPA has determined that "the draft EIS adequately sets forth the environmental impact(s) of the preferred alternative and those of the alternatives reasonably available to the project or action. No further analysis or data collection is necessary, but the reviewer may suggest the addition of clarifying language or information."

On March 23, 2015, after the final SEIS was issued, EPA issued a comment letter for the final SEIS on March 23, 2015, which affirmed EPA's December 2014 rating of the draft SEIS as "EC-1" (**Attachment 27**). EPA's March 23, 2015 comment letter additionally acknowledged that BOEM incorporated the information EPA requested in its December 16, 2014 letter into the final SEIS, and concluded by stating that EPA has "no additional comments or recommendations to offer."

SUBJECT(S)

BOEM Management.

DISPOSITION

We provided a copy of this report to Deputy Secretary Michael L. Connor for action he deems appropriate.

ATTACHMENTS

1. U.S. District Court for the District of Alaska Order Remanding to Agency, July 21, 2010.
2. U.S. Court of Appeals for the Ninth Circuit Reversal and Remand, January 22, 2014.
3. U.S. District Court for the District of Alaska Order in Light of Remand, April 24, 2014.
4. DOI Record of Decision for Lease Sale 193, March 31, 2015.
5. Investigative Activity Report (IAR) – Interview of (b) (7)(C) on December 3, 2014.
6. IAR – Interview of (b) (7)(C) on December 5, 2014.
7. IAR – Interview of (b) (7)(C) on February 11, 2015.
8. IAR – Interview of (b) (7)(C) on February 12, 2015.
9. IAR – Interview of (b) (7)(C) on February 12, 2015.
10. IAR – Interview of (b) (7)(C) on February 11, 2015.
11. IAR – Interview of (b) (7)(C) on February 11, 2015.
12. IAR – Interviews of (b) (7)(C) on February 11 and February 20, 2015.
13. IAR – Interview of (b) (7)(C) on February 12, 2015.
14. Alaska OCS Region timeline for completing the SEIS, dated May 19, 2014.
15. Alaska OCS Region revised timeline for completing the SEIS, dated October 28, 2014.
16. IAR – Interview of (b) (7)(C) on April 28, 2015.
17. IAR – Interview of (b) (7)(C) on April 29, 2015.
18. IAR – Interview of (b) (7)(C) on April 28, 2015.
19. IAR – Interview of (b) (7)(C) April 29, 2015.

20. IAR – Interview of (b) (7)(C) on April 28, 2015.
21. IAR – Interview of (b) (7)(C) on March 9, 2015.
22. IAR – Interview of James Kendall on April 29, 2015.
23. IAR – Interview of Walter Cruickshank on March 9, 2015.
24. IAR – Interview of Tommy Beaudreau on March 9, 2015.
25. "Facts About the National Environmental Policy Act," dated September 1989.
26. EPA Comment Letter to the draft SEIS, dated December 16, 2014.
27. EPA Comment Letter to the final SEIS, dated March 23, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title Abuses at Navajo Regional Office	Case Number OI-PI-14-0519-I
Reporting Office Program Integrity	Report Date August 31, 2015
Report Subject Report of Investigation	

SYNOPSIS

The Office of Inspector General received several allegations against (b) (7)(C) (b) (7)(C), Navajo Region, Bureau of Indian Affairs (BIA), and (b) (7)(C), (b) (7)(C) (b) (7)(C), Navajo Region. The complaint alleged that (b) (7)(C) and (b) (7)(C) were involved in numerous acts of waste and abuse affecting the Navajo Region, including prohibited personnel practices, overtime abuse, misuse of BIA funds, and falsification of documents.

We interviewed (b) (7)(C) (b) (7)(C) witnesses, and subject matter experts from the U.S. Department of the Interior and the Navajo Nation, in addition to thoroughly reviewing relevant documents and emails. While we found no evidence to support violations of regulation or policy, we found three instances in which (b) (7)(C) took leave and earned overtime on the same day. This may indicate that regional management has not been providing adequate oversight of time and attendance issues or properly managing the Region's overtime in accordance with standards recommended by the Government Accountability Office.

Reporting Official/Title	Signature
(b) (7)(C) Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) ASAC	Digitally signed.

Authentication Number: D83D4F7E7214AF442CC2F549305EB93F

DETAILS OF INVESTIGATION

On June 27, 2014, the Office of Inspector General received a complaint against [redacted] Navajo Region, Bureau of Indian Affairs (BIA), and [redacted], Navajo Region. The complainant alleged that [redacted] and [redacted] were involved in numerous acts of waste and abuse affecting the Navajo Region. Specifically, it was alleged that—

- [redacted] failed to fill vacancies at the Federal Indian Minerals Office (FIMO), [redacted];
- [redacted] allowed [redacted] to be absent from work without using leave and to work excessive overtime;
- [redacted] hired an unqualified budget officer to replace an acting budget officer who had refused to inappropriately transfer Federal funds to pay for a leadership conference;
- [redacted] and [redacted] had falsely claimed that the Region had all of the required supporting documentation in its A-123 audit for fiscal year (FY) 2014;
- [redacted] inappropriately used BIA funds to purchase tote bags and new office chairs; and
- [redacted] backdated her signature on a fire restriction notice for the Navajo Nation.

Vacancies at the Federal Indian Minerals Office

The complainant alleged that [redacted] failed to fill multiple vacancies at FIMO.

Formed in 1992, FIMO is composed of BIA and Office of Natural Resources Revenue (ONRR) personnel who work with staff from the Bureau of Land Management (BLM) and the Office of the Special Trustee for American Indians to assist individual Indian beneficiaries in managing their oil and gas mineral resources (**Attachment 1**). According to ONRR's [redacted] State and Indian Coordination, who has worked closely with FIMO since [redacted] the hiring of and funding for most of FIMO's staff is shared by BIA, ONRR, and BLM (**Attachment 2**). A realty officer position and four realty specialist positions have been BIA's responsibility since FIMO began, [redacted] said, while ONRR has historically funded FIMO's administrative support, outreach, and audit staff.

These bureaus also alternate the responsibility for hiring and funding the director of FIMO. [redacted] explained that ONRR was responsible for the director position from 1992 until approximately 2003, when BLM assumed responsibility. Sometime in 2010, he said, this responsibility was transferred to BIA by the Executive Management Group (EMG), a committee of officials from the bureaus that manage FIMO. BIA, BLM, and ONRR have direction over FIMO through the EMG. [redacted] in the EMG; [redacted], represented BLM; and [redacted] represented BIA.

We interviewed [redacted] about the allegation that she did not fill the vacancies she was [redacted] (**Attachments 3 and 4**). She said that during her [redacted], which began in [redacted] she had hired several individuals to fill the [redacted] position, including the current [redacted] Through the Federal Personnel Payroll System, we confirmed that [redacted] was the [redacted] from [redacted], 2011, to [redacted], 2012 (**Attachment 5**). [redacted] occupied the position from [redacted], 2012, to [redacted], 2014, and [redacted] was hired on [redacted], to replace him. In addition, [redacted] told us that [redacted] had appointed an acting director

between (b) (7)(C) and (b) (7)(C) but could not recall his name (see Attachment 2); (b) (7)(C) identified the acting (b) (7)(C) as (b) (7)(C) (see Attachments 3 and 4).

(b) (7)(C) also said that she recently filled one of the two vacant realty specialist positions and the announcement had just closed for the other. She said that a contractor had also been detailed from another office to work as a realty specialist. (b) (7)(C) said that none of the positions at FIMO was vacant for more than 2 or 3 months and that delays were due to the lengthy hiring processes required to place qualified individuals into these positions. Although (b) (7)(C) did not say that budget restrictions were delaying the hiring of personnel, she said that she was trying to obtain separate funding from BIA for FIMO. Currently, BIA funds FIMO positions with money from the Region's realty budget.

We later reviewed personnel forms (Standard Form 50) provided by BIA Human Resources Specialist (b) (7)(C) and found that BIA had employed two realty specialists to work at FIMO (**Attachments 6, 7, and 8**). (b) (7)(C) (GS-1170-09) was hired on (b) (7)(C) 2014; (b) (7)(C) (GS-1170-12) was hired on (b) (7)(C) 2015 (after we interviewed (b) (7)(C)

(b) (7)(C) said that when he became the (b) (7)(C) to FIMO in 2007, FIMO had two BIA realty specialists, (b) (7)(C) and (b) (7)(C), on staff (see Attachment 2). (b) (7)(C) retired from FIMO on (b) (7)(C) 2013 (**Attachment 9**). BIA did not immediately fill his position, (b) (7)(C) recalled, because there was not enough funding to do so (see Attachment 2). (b) (7)(C) retired from FIMO on (b) (7)(C) 2014 (**Attachment 10**), and (b) (7)(C) (b) (7)(C) and (b) (7)(C) coordinated with (b) (7)(C), (b) (7)(C) Office of Indian Energy and Economic Development, who provided two Lockheed Martin contractors to support FIMO during its staffing shortage. (b) (7)(C) said that he thought (b) (7)(C) position was vacant for approximately 8 to 10 months and (b) (7)(C) for approximately 1 to 2 months before the contractors arrived (see Attachment 2). According to (b) (7)(C) one of the contractors was still at FIMO. (b) (7)(C) said that he believed BIA was in the process of filling three vacant realty specialist positions.

(b) (7)(C) said that although the FIMO organizational chart showed four realty specialist positions, only the two positions that (b) (7)(C) and (b) (7)(C) had occupied were filled by the contractors. (b) (7)(C) said that he did not believe FIMO had ever staffed all four of the positions. He believed that this may have been due to budget factors and a low workload; he said that FIMO could not justify hiring four realty specialists based on the number of new mineral leases being granted. He said that FIMO had been operating successfully with just two realty specialists.

We also interviewed (b) (7)(C), (b) (7)(C) Coordination, Enforcement, Valuation, and Appeals, another ONRR employee who worked closely with FIMO (**Attachment 11**). (b) (7)(C) believed that most of the vacancies at FIMO were a result of retirements, furloughs, and "buyouts." He said that he did not believe (b) (7)(C) had intentionally avoided filling the positions. According to (b) (7)(C) he and (b) (7)(C) visited FIMO on September 18, 2014, for an EMG meeting. He said that he, (b) (7)(C) (b) (7)(C) (b) (7)(C) and BLM (b) (7)(C) attended the meeting. (b) (7)(C) said that all of the meeting attendees were committed to FIMO's success and that operations seemed to be "on track."

(b) (7)(C) Absences and Overtime

The complainant also alleged that (b) (7)(C) supervisor, was allowing (b) (7)(C) to be absent from work without leave (AWOL) and was authorizing her to work excessive amounts of overtime for extra pay. The allegations that (b) (7)(C) was AWOL were mostly general, but the

complainant specifically stated that (b) (7)(C) left the office on (b) (7)(C) 2014, for a conference in West Virginia that was not scheduled to begin until (b) (7)(C), 2014. The complainant expressed concern to us that (b) (7)(C) was not on leave or at work on (b) (7)(C) 2014.

(b) (7)(C) *Absence on* (b) (7)(C) *2014*

(b) (7)(C) said that (b) (7)(C) had never been AWOL (see Attachments 3 and 4). We also interviewed (b) (7)(C) Administrative Support Assistant, Navajo Region, who said that she was unaware of instances in which (b) (7)(C) was AWOL (**Attachments 12 and 13**). In addition, (b) (7)(C) said that she had never been AWOL and had used leave every time she was out of the office for personal or unofficial purposes (**Attachments 14 and 15**).

When asked why she left the office on (b) (7)(C) for training that would not begin until (b) (7)(C) explained that she traveled on business to Albuquerque, NM, on (b) (7)(C). The next day, she traveled to Washington, DC, because she wanted to watch the Independence Day fireworks with (b) (7)(C). According to (b) (7)(C) other BIA employees attending the same training traveled to Washington, DC, on (b) (7)(C) but she used leave that day. (b) (7)(C) said that (b) (7)(C) approved her travel plans in advance. (b) (7)(C) confirmed that (b) (7)(C) traveled on (b) (7)(C) and took annual leave on (b) (7)(C) and that she had preapproved (b) (7)(C) leave (see Attachment 3 and 4).

Our review of (b) (7)(C) time-and-attendance documents revealed that she was in a combination of travel and approved leave status during the time specified by the complainant (**Attachments 16 and 17**). On (b) (7)(C) submitted a leave request (Office of Personnel Management Form 71) for (b) (7)(C) and (b) (7)(C) approved it the next day (**Attachment 18**).

Allegation of Excessive Overtime

(b) (7)(C) said that (b) (7)(C) worked approximately 10 overtime hours per pay period, and she asserted that this amount was below average compared to other employees in the Region (see Attachments 3 and 4). (b) (7)(C) attributed (b) (7)(C) overtime to her inexperience as a (b) (7)(C) which resulted in additional hours needed to perform her duties.

We also interviewed (b) (7)(C), BIA (b) (7)(C), Field Operations, who said that he was not concerned about (b) (7)(C) overtime because she was acting in a capacity higher than that of her pay grade, so she needed more time to perform her duties (**Attachments 19 and 20**).

(b) (7)(C) said during her interview that (b) (7)(C) received more overtime than had another (b) (7)(C) (b) (7)(C) for Indian Services (b) (7)(C). She recalled that (b) (7)(C) had described herself as "overwhelmed" (see Attachments 12 and 13).

We reviewed overtime data for the Navajo Region for 2013 and 2014 (**Attachments 21, 22, and 23**). We found that in 2013, the average Navajo Region employee accrued 6.57 percent over his or her base salary in overtime, while (b) (7)(C) accrued 9.18 percent over her salary. In 2014, however, regional employees' overtime accrual averaged 9.61 percent over their base salaries, while (b) (7)(C) overtime averaged 5.26 percent over her salary. In addition, our review indicated that on three occasions in April 2014, (b) (7)(C) earned overtime on the same day she used annual leave (**Attachment 24**). This practice, while not a policy violation, was criticized by the U.S. Government Accountability Office in a September 1994 report titled "Department of Energy's Efforts to Manage

Overtime Costs Have Been Limited" (**Attachment 25**). The report said that the Department of Energy's "efforts to manage overtime and minimize costs have been limited by . . . failure to plan annual leave to minimize the use of overtime."

(b) (7)(C) indicated that she averaged 5 to 6 hours of overtime per pay period and said that (b) (7)(C) approved her overtime in advance (see Attachments 14 and 15). We performed a detailed review of (b) (7)(C) overtime documentation in Quicktime (the Department's time-and-attendance program) from pay period 2013-13 through pay period 2014-20 and compared it to regional documents used to record requests and authorizations for overtime and compensatory time (see Attachments 16 and 21). We found that, for the most part, (b) (7)(C) estimated her overtime and (b) (7)(C) approved it in advance.

We interviewed (b) (7)(C) who said that she herself had not earned any overtime while she was an (b) (7)(C) (**Attachments 26 and 27**). She believed, however, that (b) (7)(C) in addition to her (b) (7)(C) duties, was still the Region's (b) (7)(C) and that the region had undertaken some high-dollar dam projects during (b) (7)(C) term as (b) (7)(C) (b) (7)(C) said that she felt her transition to (b) (7)(C) had been easier than (b) (7)(C) because (b) (7)(C) had a (b) (7)(C) This background, (b) (7)(C) said, enabled her to more easily manage the programs in Indian Services, while (b) (7)(C) may have required more time to transition. (b) (7)(C) also noted that (b) (7)(C) position required much more travel than (b) (7)(C) had. (b) (7)(C) said she believed that, in general, overtime was approved beforehand in the Region; she recalled acting as the (b) (7)(C) at times and approving overtime requests for employees, including (b) (7)(C) before extra hours were worked.

Hiring of an Unqualified Budget Officer and Inappropriate Use of Federal Funds

The complainant alleged that (b) (7)(C) chose to hire an unqualified budget officer for the Region instead of (b) (7)(C), the employee who was serving as the acting budget officer, because (b) (7)(C) had refused to inappropriately transfer Federal funds to pay for a leadership conference (the "Leadership and Communication Skills for Project Managers" training, held in Gallup, NM, from May (b) (7)(C) 2014). (b) (7)(C) told the complainant that (b) (7)(C) had asked her to use either Federal climate change or "Bennett Freeze" funds[1] to pay for the conference, and that (b) (7)(C) refusal to do so was the main reason she was not selected for the budget officer position she had applied for.

Budget Officer Hiring Process

(b) (7)(C) served as the Region's (b) (7)(C) from (b) (7)(C), 2013, until (b) (7)(C) 2014, when (b) (7)(C) was hired to fill the position permanently (**Attachments 28 and 29**). When the position was advertised for competition, (b) (7)(C) was a (b) (7)(C) and (b) (7)(C) was a (b) (7)(C) (b) (7)(C) by the Indian Health Service (**Attachment 30**). (b) (7)(C) said that the position was properly advertised and that (b) (7)(C) was appropriately selected through a competitive process (**Attachment 31**).

Our review of the hiring documents obtained from BIA Human Resources revealed that the position was advertised from (b) (7)(C) to (b) (7)(C) 2014 (**Attachments 32 and 33**). According to the

[1] Federal climate change funds are intended to assist American Indians and Alaska Natives with land and resource management and adaptive management strategies to deal with the effects of climate change that they are experiencing or expect to experience. Bennett Freeze funds provide for the development and rehabilitation of homes, and other projects, on 1.6 million acres of land once claimed by both the Navajo and Hopi Tribes. The funds were put in place after the lifting of a 40-year "freeze," imposed in 1966 by then-Commissioner of Indian Affairs Robert Bennett, on developing the contested land.

Accessions Transaction List, BIA received 42 applications in response to the advertisement. On (b) (7)(C) 2014, BIA issued 4 Merit Promotion Certificates of Eligibles certifying 10 eligible candidates, including Merit Promotion Plan (MPP) eligible and non-MPP-eligible candidates at the GS-12 and GS-13 levels.

According to the documentation, (b) (7)(C) was offered the position on (b) (7)(C), 2014. (b) (7)(C) declined, however, so the position was offered to (b) (7)(C) he accepted it on (b) (7)(C) 2014. Both (b) (7)(C) and (b) (7)(C) were selected from the list of MPP-eligible candidates certified at the GS-13 level. (b) (7)(C) was certified as MPP eligible at the GS-12 level.) The documents indicated that (b) (7)(C) and (b) (7)(C) eligibility levels were determined before (b) (7)(C) or (b) (7)(C) became involved in the process (Attachment 31).

(b) (7)(C) told us that (b) (7)(C) was not involved in the hiring process for (b) (7)(C) and that the decision to hire (b) (7)(C) was based on the results of candidate interviews (see Attachments 3 and 4).

(b) (7)(C) said that she was directly involved in (b) (7)(C) hiring because the budget officer position was part of one of the (b) (7)(C) for Indian Services (see Attachments 26 and 27). (b) (7)(C) said that after she and (b) (7)(C) reviewed the resumes of the eligible candidates, they interviewed four to six individuals. (b) (7)(C) could not recall all of the names of the individuals interviewed, and said that she and (b) (7)(C) did not assign numerical ratings to the candidates. (b) (7)(C) confirmed that (b) (7)(C) was initially selected for the position. She remembered selecting (b) (7)(C) when (b) (7)(C) turned down the offer and (b) (7)(C) agreeing with her selection.

(b) (7)(C) said that while (b) (7)(C) application was viewed favorably because she had budget experience and had been acting in the position, (b) (7)(C) was ultimately not selected for the permanent position because she did not take the initiative to improve the division or provide periodic reports and updates to regional management. (b) (7)(C) said that she did not believe (b) (7)(C) was capable of offering the level of service required of the Region's budget officer.

Inappropriate Use of Funds

(b) (7)(C) told us that she was not selected for the budget officer position because she refused to follow (b) (7)(C) and (b) (7)(C) instruction to transfer Federal climate change or Bennett Freeze funds to pay for the conference (see Attachments 28 and 29). When she told (b) (7)(C) that this use of the funds was unauthorized, (b) (7)(C) said, (b) (7)(C) told her that she ((b) (7)(C) was the (b) (7)(C) and could use the funds any way she liked. (b) (7)(C) provided documents pertaining to expenditures of these funds within the Region, which indicated that the Region had not spent any of the funds on training (**Attachment 34**).

(b) (7)(C) said that during the budget officer hiring process, she and (b) (7)(C) did not discuss (b) (7)(C) alleged refusal to use climate change or Bennett Freeze funds for the conference, nor did (b) (7)(C) believe (b) (7)(C) had been discriminated against for disagreeing with regional management (see Attachments 26 and 27).

We asked (b) (7)(C) and (b) (7)(C) whether they had directed (b) (7)(C) to use climate change or Bennett Freeze funds to pay for the conference. (b) (7)(C) said that she did not recall asking (b) (7)(C) nor did she recall (b) (7)(C) asking (b) (7)(C) to transfer the funds to pay for the conference (see Attachments 3 and 4). She noted that (b) (7)(C) was required, as part of her duties, to verify that funding sources were

authorized before expenditures were made. (b) (7)(C) also said that she never asked (b) (7)(C) and was not aware of (b) (7)(C) asking (b) (7)(C) to use these funds for the conference. She believed that the Region used money from either its Natural Resources or its Forestry Program to fund the conference (see Attachments 14 and 15).

We also tried to determine whether it would be possible for someone to misuse Bennett Freeze or climate change funds in this way. (b) (7)(C) told us that it would be difficult to misuse Bennett Freeze funds because only the Navajo and Hopi Tribes are eligible to receive those funds and there is ample oversight over their use (see Attachments 19 and 20). He said that it would also be difficult to misuse climate change funds without anybody noticing and bringing it to the attention of the BIA (b) (7)(C) [redacted].

We interviewed (b) (7)(C) who said that climate change is funded as an initiative rather than a program and it was appropriated by the omnibus spending bills the President signed in 2014 and 2015 (**Attachment 35**). He said that the "Greenbook" (Indian Affairs' congressional budget justification document) encourages managers to consider climate change concerns while working with tribes. Each of the BIA regions received $10,000 per year to support climate change coordination, he said, and the regions were not restricted in how they used the funds as long as it was for this purpose. (b) (7)(C) said that his office did not have direct information about or oversight of regions' climate change spending, but the Navajo Region could have used the funds for a leadership conference if the conference had to do with climate change.

Finally, we asked Management Analyst (b) (7)(C) of BIA's (b) (7)(C) to review the invoices and payment information pertaining to the leadership conference (**Attachments 36, 37, and 38**). (b) (7)(C) said that based on her review, the Region used "Regional Oversight" funding, not climate change or Bennett Freeze funds, to pay for the conference. (b) (7)(C) also obtained and analyzed all climate change and Bennett Freeze fund expenditures for the Region and determined that neither fund was used to pay for any leadership training in FYs 2014 and 2015.

Falsification of A-123 Audit Report for FY 2014

According to the complaint, (b) (7)(C) and (b) (7)(C) falsified information about the supporting documentation in the Region's A-123 audit for FY 2014. A-123 audits are self-assessment reports that are part of a BIA system of internal controls established to comply with Office of Management and Budget Circular A-123 (**Attachment 39**). The A-123 audit in question was the FY 2014 "Self-Assessment of the Navajo Region Forest Management Inventory and Planning Report." (b) (7)(C) submitted this report to BIA's deputy director of trust services; in it, she indicated that the Region had all of the supporting documents the audit required (**Attachment 40**).

(b) (7)(C) said that she and (b) (7)(C) talked to (b) (7)(C), Navajo Region, during the self-audit (see Attachments 3 and 4). She said they verified that one of the A-123 audit's supporting documents, the Region's Forest Management Plan (FMP), resided on a SharePoint site that was accessible throughout the Region and discussed whether an FMP stored on a shared network drive met the requirement to have a copy of the plan in the regional office. (b) (7)(C) said that a network copy of the FMP did meet the requirement.

We also interviewed (b) (7)(C) [redacted], BIA, who said that (b) (7)(C) as (b) (7)(C), was ultimately responsible for the report and could determine

whether the Region had complied with the A-123 audit requirements (**Attachment 41**). (b) (7)(C) also said that, through her current duties, she knew that the Region had complied with the requirements.

(b) (7)(C) subsequently provided an email confirming that based on her research, there was a current approved FMP for the Navajo Nation (**Attachment 42**). She explained that copies of the FMP and associated planning data were kept at the Branch Office of Forest Resource Planning. (b) (7)(C) attached several documents to her email, including a "screen shot" showing a list of the Region's documents that were on the Branch Office's server. This list included the FMP, which we found was in effect from 2005 to 2015 and was therefore valid during the audit period.

Inappropriate Use of BIA Funds To Purchase Promotional Items and Office Furniture

The complainant also alleged that (b) (7)(C) inappropriately used BIA funds to purchase tote bags and new chairs for the Navajo Region office, and that these purchases violated the Department's Acquisition Policy Release 2012-10. Issued on August 24, 2012, Policy Release 2012-10 immediately restricted the purchase of promotional items with Federal funds unless "there is a compelling business and mission-related rationale and it is cost-effective to do so" (**Attachment 43**).

(b) (7)(C) explained that the tote bags were purchased before these restrictions were imposed (see Attachments 3 and 4). (b) (7)(C) said that she ordered the bags in 2010 and that they were given to retiring employees and firefighters to demonstrate appreciation for their service (see Attachments 12 and 13). (b) (7)(C) used her Government purchase card to pay for the bags, which cost $1,400.

We reviewed (b) (7)(C) purchase card expenditures from December 2, 2008, until May 20, 2015 (**Attachments 44, 45, and 46**). Between May 5, 2010, and September 13, 2011, (b) (7)(C) made three separate purchases from 4Imprint USA, a company specializing in embroidered and personalized items and apparel. The purchases consisted of embroidered sling packs, briefcases, attachés, and printed coffee mugs and sports bottles. (b) (7)(C) did not use her purchase card to buy any similar items after Policy Release 2012-10 prohibited such purchases.

(b) (7)(C) said that the Region recently purchased three new chairs for the "front office" administrative staff because the old chairs were worn out. She stated that the chairs were purchased through the appropriate General Services Administration channels (see Attachments 3 and 4).

(b) (7)(C) confirmed that she purchased the new chairs to replace chairs that were old and in disrepair. She said that (b) (7)(C) Staff Assistant, Navajo Region, obtained quotes from three different retailers and (b) (7)(C) bought the chairs from a local store. (b) (7)(C) said that each chair cost around $250, and she was able to use her Government purchase card because their total cost was below the $2,500 approval threshold for micropurchases (see Attachments 12 and 13).

(b) (7)(C) said that this sort of purchase was not inappropriate or uncommon. He said that BIA frequently buys chairs and other furniture to replace worn-out items or to provide for employees with special needs (see Attachments 19 and 20).

Backdated Signature on Navajo Nation Fire Restriction Notice

Lastly, the complainant alleged that [redacted] backdated her signature on a fire restriction notice for the Navajo Nation. [redacted] allegedly did this so that the notice would appear to have been signed before a large fire occurred near Assayii Lake, in the Navajo Nation.

Navajo Nation [redacted] issued the notice, titled "Executive Order, Fire Restriction," prohibiting open flames in Navajo Nation forests and woodlands (**Attachment 47**). Per the date printed on the notice, the fire restrictions went into effect on June 12, 2014. On June 13, 2014, the Assayii Lake fire burned more than 11,000 acres. [redacted] signed the notice on June 16, 2014.

We interviewed [redacted], Navajo Nation, who said that the notice was initiated by his office on June 5, 2014, and the Navajo Nation spent a week reviewing it before sending it to the President's office (**Attachments 48 and 49**). [redacted] said that his office established the effective date of June 12 on the document, but it did not reach [redacted] office until that day. [redacted] signed the notice several days later, but the effective date of June 12 was not changed.

[redacted] said that [redacted], Navajo Region, had suggested during the notice's review period that [redacted] sign it as the [redacted]. [redacted] said that he was present when [redacted] signed the notice at a community meeting at the Crystal Chapter House, Crystal, NM, on June 16, 2014, the Monday after the fire. He said that to his knowledge [redacted] did not gain or lose anything by signing the document after its effective date.

According to [redacted] the [redacted] signature had not been required on such documents in previous years (see Attachments 3 and 4). She said that [redacted] hand-carried the notice to her for her signature, and that the notice was not intentionally dated before the fire.

The other Navajo Region employees we interviewed about the matter confirmed that [redacted] signing the notice after it went into effect would not have had an effect on its validity. [redacted] said that signing the notice after its effective date was "not an issue" and explained that the notice was an internal tribal document that would not have had an impact on BIA operations (see Attachment 41). [redacted] also said the fact that people signed the notice after its effective date sounded like the "normal course of business" (see Attachments 19 and 20). He thought that the only reason somebody might intentionally backdate such a document would be to obtain Federal Emergency Management Agency (FEMA) funds.

We spoke with [redacted], Recovery, Region VI (which covers Arkansas, Louisiana, New Mexico, Oklahoma, and Texas), in an effort to determine whether the Navajo Nation received any FEMA funds to assist with recovering from the Assayii Lake fire (**Attachment 50**). [redacted] said that FEMA did not award any grants to the Navajo Nation in response to the fire, and that the fire restriction notice would not have had any effect on FEMA funding.

SUBJECT(S)

1. [redacted], Navajo Region, BIA.
2. [redacted], Navajo Region, BIA.

DISPOSITION

We are providing this report to the Director of BIA for his information.

ATTACHMENTS

1. Memorandum of Understanding between BIA, the Bureau of Land Management, the Minerals Management Service, and the Indian Energy Minerals Steering Committee, "Management of Federal Indian Minerals Office, Farmington, New Mexico," dated August 2005.
2. IAR – Interview of (b) (7)(C) on May 5, 2015.
3. IAR – Interview of (b) (7)(C) on August 27, 2014.
4. Transcript of interview of (b) (7)(C) on August 27, 2014.
5. IAR – Review of position dates in FPPS, dated May 12, 2015.
6. IAR – Coordination with BIA Human Resources, dated May 15, 2015.
7. Notification of Personnel Action for (b) (7)(C), dated April 5, 2015.
8. Notification of Personnel Action for (b) (7)(C), dated August 25, 2014.
9. Notification of Personnel Action for (b) (7)(C), dated April 30, 2013.
10. Notification of Personnel Action for (b) (7)(C), dated May 31, 2014.
11. IAR – Interview of (b) (7)(C) on October 7, 2014.
12. IAR – Interview of (b) (7)(C) on August 27, 2014.
13. Transcript of interview of (b) (7)(C) on August 27, 2014.
14. IAR – Interview of (b) (7)(C) on August 27, 2014.
15. Transcript of interview of (b) (7)(C) on August 27, 2014.
16. IAR – Detailed review of (b) (7)(C) time-and-attendance and overtime documents, completed May 18, 2015.
17. (b) (7)(C) time-and-attendance documents dated June 2, 2013, through September 20, 2014.
18. IAR – Review of (b) (7)(C) time-and-attendance documents, dated July 28, 2015.
19. IAR – Interview of (b) (7)(C) on October 22, 2014.
20. Transcript of interview of (b) (7)(C) on October 22, 2014.
21. IAR – Review of Navajo Region overtime for 2013 and 2014, dated May 12, 2015.
22. Spreadsheet depicting Navajo Region overtime expenditures for 2013.
23. Spreadsheet depicting Navajo Region overtime expenditures for 2014.
24. IAR – Review of (b) (7)(C) Overtime in Conjunction with Annual Leave, dated June 24, 2015.
25. U.S. Government Accountability Office report titled "Department of Energy's Efforts to Manage Overtime Costs Have Been Limited," dated September 1994.
26. IAR – Interview of (b) (7)(C) on May 20, 2015.
27. Transcript of interview of (b) (7)(C) on May 28, 2015.
28. IAR – Interview of (b) (7)(C) on August 27, 2014.
29. Transcript of interview of (b) (7)(C) on August 27, 2014.
30. IAR – Review of (b) (7)(C) Human Resources paperwork, dated July 28, 2015.
31. IAR – Review of Navajo Region documents, dated October 30, 2014.
32. IAR – Review of Navajo Region budget officer hiring documents, dated May 26, 2015.
33. Navajo Region documents pertaining to the hiring of the regional budget officer, Position #1030002.
34. Expense reports for Navajo Region climate change and former Bennett Freeze funds (2013 and 2014), provided by (b) (7)(C).

35. IAR – Interview of (b) (7)(C) on May 1, 2015.
36. IAR – Coordination with BIA Budget Personnel, dated May 14, 2015.
37. Invoices and budget related documents for training, "Leadership and Communication Skills for Project Managers," held (b) (7)(C), 2014.
38. Email string provided by (b) (7)(C), dated May 11 through 13, 2015, containing information and a "screen shot" describing the expenditures related to the "Leadership and Communication Skills for Project Managers" training.
39. OMB Circular A-123, "Management's Responsibility for Internal Control," dated December 21, 2004.
40. FY 2014 "Self-Assessment of the Navajo Region Forest Management Inventory and Planning Report."
41. IAR – Interview of (b) (7)(C) on October 3, 2014.
42. Email from (b) (7)(C), containing information and attachments pertaining to the Navajo Forest Management Plan, dated October 3, 2014.
43. Department of the Interior's Acquisition Policy Release 2012-10, issued on August 24, 2012.
44. IAR – Review of purchase card expenditures, dated May 28, 2015.
45. Spreadsheet depicting purchase card expenditures by (b) (7)(C), from December 2, 2008, until May 20, 2015.
46. Transaction details from JPMorgan Chase & Co., pertaining to (b) (7)(C) purchase card expenditures with 4Imprint USA.
47. "Executive Order, Fire Restriction," issued by Navajo Nation (b) (7)(C) dated June 12, 2014.
48. IAR – Interview of (b) (7)(C) on September 24, 2014.
49. Transcript of interview of (b) (7)(C) on September 24, 2014.
50. IAR – Coordination with FEMA, dated May 12, 2015.

Report of Investigation

(b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-PI-14-0624-I
Reporting Office	**Report Date**
Program Integrity	July 16, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

At the request of Congressman Walter B. Jones, Jr., we investigated a complaint that (b) (7)(C), (b) (7)(C) of the U.S. Fish and Wildlife Service's (FWS) Mackay Island and Currituck National Wildlife Refuges, and other FWS employees engaged in activities that violated anti-lobbying restrictions during Congress' consideration of a bill introduced in 2012, but never enacted, entitled the "Corolla Wild Horses Protection Act." In the complaint, Representative Jones, who sponsored the bill, provided the response he received from FWS after expressing his concerns to FWS.

During our investigation, [redacted] and (b) (7)(C) of the FWS North Carolina Coastal Plain National Wildlife Refuges Complex, acknowledged communicating with Ducks Unlimited (DU) about the bill. Both [redacted] and [redacted] said that DU initiated the communication but both said that they were aware that DU intended to write a letter to the Senate opposing the legislation using the information that they provided. Our investigation also determined that FWS local and regional officials knew about these communications on or around the times that [redacted] and [redacted] made them.

We found that (b) (7)(C) of External Affairs, drafted a majority of FWS' response to Representative Jones, with legal guidance and input from former [redacted] Fish and Wildlife and Parks (b) (7)(C) who consulted with GAO and determined that the email communications violated the anti-lobbying provisions contained in the 2012 Department of the Interior and Related Agencies Appropriations Act.

We presented this case to the Public Integrity Section within the Department of Justice (DOJ), which the United States Attorney's Manual designates as responsible for prosecuting violations of 18 U.S.C. § 1913. We also presented this case to the U.S. Attorney's Office (USAO) for the Eastern District of North Carolina. DOJ and the USAO expressed no interest in pursuing the matter.

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

Authentication Number: 216CADA95E8865C3B65DDD6519D2396F

BACKGROUND

The Corolla Wild Horses Protection Act Bill

The Corolla Wild Horses Protection Act bill was intended to provide for management of wild horses in and around the Currituck National Wildlife Refuge (**Attachment 1**). The U.S. Fish and Wildlife Service (FWS) publicly opposed the bill during testimony to Congress on July 27, 2010, and April 7, 2011, asserting that wild horses were feral animals that the refuge was not established to manage (**Attachments 2, 3, and 4**). Ducks Unlimited (DU) opposed the bill because it believed that the increased presence of horses would endanger the natural habitat of ducks and that the refuge was intended for duck conservation and paid for with proceeds from the sale of duck stamps (**Attachment 5**).

Representative Walter B. Jones, Jr. of North Carolina introduced the bill on January 18, 2011, and the House of Representatives passed it on February 6, 2012 (see Attachment 1). On July 26, 2012, former North Carolina Senator Kay Hagan introduced the bill in the Senate and referred it to the Committee on Environment and Public Works. The bill did not pass in the Senate prior to the end of the 112th Congress. The bill was reintroduced in the House during the 113th Congress in January 2013 and passed the House in June 2013, but it was not introduced in the Senate during this session. The bill has never been enacted into law.

On April 10, 2012, (b) (7)(C) of the DU Currituck Chapter, sent a letter to (b) (7)(C) (b) (7)(C) of DU, encouraging him to oppose the bill (see Attachment 5). (b) (7)(C) who served as the (b) (7)(C) prior to his retirement from FWS in (b) (7)(C) 2009 and assumption of (b) (7)(C) duties at DU in April 2010, sent a letter of opposition to California Senator Barbara Boxer on May 21, 2012 (**Attachment 6**).

Lobbying Restrictions

Several statutory provisions, as well as departmental policy, impose constraints on activities by U.S. Department of the Interior (DOI) employees that relate to communication with the public on legislative matters. The primary statute, 18 U.S. Code (U.S.C.) § 1913, known as the Anti-Lobbying Act, generally prohibits the use of appropriated funds for certain activities designed to influence members of Congress regarding any legislation or appropriation, subject to several exceptions (**Attachment 7**). Section 1913, as amended in 2002, now provides that a violation is punishable by civil monetary penalties provided by 31 U.S.C. § 1352(a), rather than by fine, imprisonment or removal from office. In pertinent part, the statute states: "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 . . ." It further states that "this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member . . . through the proper official channels . . . for the efficient conduct of the public business . . ."

The U.S. Department of Justice (DOJ) prosecutes violations of this law, and in several published opinions, the DOJ Office of Legal Counsel interpreted the statute to prohibit "substantial 'grass roots' lobbying campaigns . . . designed to encourage members of the public to pressure Members of

Congress to support Administration or Department legislative or appropriations proposals" (**Attachment 8**). According to DOJ, a "grass roots" campaign uses telegrams, letters, and other private forms of communication asking recipients to contact members of Congress. DOJ has further advised that a substantial campaign prohibited by 18 U.S.C. § 1913 would involve a Government official spending $50,000 or more in appropriated funds.

DOJ's guidance states that many activities are excluded from the purview of 18 U.S.C. § 1913 (**Attachment 9**). For example, the law does not apply to direct communications to Congress or to public speeches, appearances, or writings. Government officials, according to DOJ, may publicly advance agency positions, even to the extent of calling on the public to encourage Congress to support those positions. The statute also does not apply to private communications designed to inform or promote those positions to the public. Therefore, the law does not restrict private communications with members of the public as long as no significant amount in appropriated funds (in DOJ's opinion, less than $50,000) is spent to solicit pressure on Congress.

A provision in the Departmental Manual (410 DM 2) also states that employees are "prohibited from using Government office equipment at any time for . . . participating in any improper lobbying activity, or engaging in political activities" (**Attachment 10**). The manual does not define an "improper lobbying activity." Likewise, 470 DM 1 states that employees are responsible for "understanding the difference between official public communications made in their official capacity and other public communications . . . made in their individual capacity" and maintaining and portraying a clear distinction between the two. The manual states that DOI supports a culture of openness with the news media and the public that values the free exchange of ideas.

Congress routinely includes two other limitations on using appropriated money for lobbying in the annual Department of the Interior appropriations bills. The DOI appropriations bill enacted by Congress for fiscal year 2012 included a provision that states: "No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913" (**Attachment 11**).

Another section of the 2012 Consolidated Appropriations Act more broadly prohibits use of funds by any agency "for publicity or propaganda purposes" (**Attachment 12**). Unlike Section 1913, the U.S. Government Accountability Office (GAO), rather than DOJ, interprets and enforces these appropriations law limitations.

DOI's Solicitor issued a guidance memorandum in 2003 pertaining to both 18 U.S.C. § 1913 and the applicable appropriations provisions (**Attachment 13**). An appendix to this memorandum lists specific guidelines for employees to follow in complying with the laws. One such directive states that: "Non-PAS [Presidentially-Appointed, Senate-Confirmed] Employees MAY NOT 'ghostwrite' letters to the editor, speeches, or other materials dealing with Proposals for anyone in a non-Federal position." In contrast, the memorandum further provides that: "Non-PAS Employees MAY send information about Proposals to individuals or groups that have asked for this information, or that regularly receive information from the Department. This material may be sent by mail, facsimile, or Internet. This material may include information about the status of Proposals and the Administration's position on Proposals but may not, directly or indirectly, encourage the public to contact Members of Congress, jurisdictions, and/or government officials regarding the Proposals."

We confirmed through email discussion with an attorney in the Office of the Solicitor that this memorandum remains the official guidance issued by the Solicitor, but we could not locate the document on any official DOI website or other source.

DETAILS OF INVESTIGATION

On August 6, 2014, we received a complaint from Representative Walter B. Jones, Jr.'s staff alleging that (b) (7)(C) of the Mackay Island and Currituck National Wildlife Refuges, (b) (7)(C) violated anti-lobbying provisions and laws by communicating inappropriately with DU regarding opposition to the Corolla Wild Horses Protection Act bill. The alleged communications, from April 20, 2012, to October 12, 2012, consisted primarily of a series of emails between (b) (7)(C) (b) (7)(C), (b) (7)(C) of the FWS North Carolina Coastal Plain National Wildlife Refuges Complex; and (b) (7)(C) DU (b) (7)(C) (**Attachment 14**). In the complaint, Representative Jones also provided the results of FWS' inquiry into the issue—sent to him by FWS in a letter dated February 14, 2013—that FWS conducted after Representative Jones initially expressed concerns to FWS in an October 16, 2012 letter (**Attachments 15 and 16**).

Potential Violation of Anti-Lobbying Provisions and Laws

We interviewed (b) (7)(C) who said that he communicated with DU representatives regarding feral horses at the Currituck National Wildlife Refuge (**Attachments 17 and 18**). (b) (7)(C) said that (b) (7)(C), (b) (7)(C) of the DU Currituck Chapter, initiated contact with him in person on the Currituck/Knotts Island Ferry in March 2012, asking questions about the bill. (b) (7)(C) said that he provided (b) (7)(C) with information about FWS' documented position. (b) (7)(C) primarily derived the information about FWS' position on the issue from previous congressional testimony provided by senior FWS officials and from Title 50 of the Code of Federal Regulations, which pertains to the organization and operations of FWS (**Attachment 19** and see Attachments 3 and 4).

We searched the Internet to determine whether the previous FWS testimony to Congress opposing the bill that (b) (7)(C) used to provide information to DU was publicly available (see Attachment 2). We also searched for a North Carolina State University study that (b) (7)(C) cited as the source of most of his data regarding the potential impact of feral horses on the refuge. We found two separate copies of testimony dated July 27, 2010, and April 7, 2011, written by (b) (7)(C) FWS (b) (7)(C) of the National Wildlife Refuge System, that opposed the legislation (see Attachments 3 and 4). We also found the scientific study, "Vegetative Impact of Feral Horses, Feral Pigs, and White-tailed Deer on the Currituck National Wildlife Refuge, North Carolina," conducted from May 2010 through May 2012 by (b) (7)(C), et al., from North Carolina State University (**Attachment 20**).

During his interview, (b) (7)(C) said that he contributed to the April 10, 2012 letter written by (b) (7)(C) and sent to (b) (7)(C) of DU, by providing a written summary of the facts derived from Congressional testimony and the study conducted by (b) (7)(C) (**Attachments 21 and 22** and see Attachments 17 and 18). He said that he drafted the document at home on his personal computer but did not keep a record of it. He said that he also reviewed the letter before (b) (7)(C) sent it to (b) (7)(C) stated that he only told (b) (7)(C) about the information he contributed to the letter authored by (b) (7)(C) and that (b) (7)(C) told (b) (7)(C) to continue to provide information to DU just as he would to the public. He added that (b) (7)(C) called him to follow up on (b) (7)(C) letter to verify the facts prior to DU sending its letter from (b) (7)(C) to Senator Boxer on May 21, 2012 (see Attachment 6). Several other

senators were provided copies of the letter, including James Inhofe, Richard Burr, Kay Hagan, Mark Warner, and Jim Webb (**Attachments 23 through 27**).

(b) (7)(C) said that he copied his supervisor ((b) (7)(C) and others on some of his emails with DU, and he believed that officials from both the Southeast Region and FWS headquarters knew of his activities because of conference calls he had conducted with representatives from both offices (see Attachments 17 and 18). He stated that he was never told he may be violating rules or regulations until Representative Jones contacted FWS (see Attachment 16).

During our investigation, we reviewed the emails that Representative Jones provided to us in his complaint, including five emails that (b) (7)(C) sent to (b) (7)(C) and one sent to (b) (7)(C) between May 6, 2012, and October 12, 2012 (see Attachment 14). (b) (7)(C) was copied on an email sent on August 7, 2012, and (b) (7)(C), formerly of FWS Southeast Region Congressional Affairs, and (b) (7)(C), from FWS Congressional and Legislative Affairs, were both copied on an email sent on May 6, 2012. (b) (7)(C) email address was incorrectly spelled, however, which prevented him from receiving the email. We determined that the three other emails we reviewed did not appear to have been distributed to anyone else. It also did not appear that (b) (7)(C) copied anyone else on the email that he sent to (b) (7)(C) on August 30, 2012.

We asked (b) (7)(C) about the May 6 email that he sent to (b) (7)(C), (b) (7)(C) and (b) (7)(C) Representative Jones' office provided us with this email as part of his complaint, but it did not appear in the package of emails that (b) (7)(C) provided to FWS on November 19, 2012, for its inquiry into the matter (**Attachments 28 and 29**). (b) (7)(C) said that he did not find this email during his search for all FWS communication with DU about the bill. (b) (7)(C) searched his email during our interview and still could not locate the email in question.

We also reviewed two emails that (b) (7)(C) sent to (b) (7)(C) (see Attachment 14). On April 20, 2012, (b) (7)(C) emailed (b) (7)(C) and copied (b) (7)(C) (b) (7)(C) and (b) (7)(C) former (b) (7)(C) in the FWS Southeast Region. He also emailed (b) (7)(C) on May 3, 2012, but he did not copy others; however, (b) (7)(C) copied (b) (7)(C) (b) (7)(C) (b) (7)(C) and (b) (7)(C) when he replied to (b) (7)(C)

We interviewed (b) (7)(C) who in addition to his role as DU (b) (7)(C), is the (b) (7)(C) of the Currituck/Knotts Island Ferry (**Attachments 30 and 31**). He said that after reading an article in the local newspaper about the bill, he approached (b) (7)(C) during (b) (7)(C) daily commute on the ferry to ask him about potential effects of the bill. (b) (7)(C) said that (b) (7)(C) was reluctant at first to speak with him about the bill, although (b) (7)(C) did not understand why. (b) (7)(C) said that he continued to question (b) (7)(C) and that (b) (7)(C) eventually provided him with answers, both on the ferry and telephonically. (b) (7)(C) said that he and (b) (7)(C) never communicated via email.

When we interviewed (b) (7)(C) he said that he communicated with either (b) (7)(C) or (b) (7)(C) (though he could not remember which "(b) (7)(C) about the bill because DU volunteers from the local area surrounding the refuge alerted DU headquarters of their concerns regarding the potential effects of the bill (**Attachments 32 and 33**). (b) (7)(C) stated that (b) (7)(C) asked him to verify the information in (b) (7)(C) letter in anticipation of sending a letter from DU headquarters to the Senate. He added that he initiated all contact with FWS employees in an effort to obtain information and data about the refuge. He said that he authored the letter to the Senate, which consisted substantively of the same information that (b) (7)(C) provided in his letter to DU (see Attachment 6).

(b) (7)(C) did not recall receiving anything in writing from FWS employees. If he had, though, he believed that it would have been draft legislation. (b) (7)(C) said that no one from FWS assisted him with writing the letter to the Senate. He further stated that the emails he received from (b) (7)(C) were responses and follow-up to telephone conversations they had (see Attachment 14). (b) (7)(C) believed the purpose of the emails from (b) (7)(C) was to convey that if DU intended to send a letter to Congress, as expressed during previous telephone conversations, the letter would have a greater impact if sent sooner rather than later (see Attachments 32 and 33).

We also interviewed (b) (7)(C), who said that she contacted (b) (7)(C), former FWS (b) (7)(C) of the Southeast Region, after receiving the April 20, 2012 email that (b) (7)(C) sent to Schmidt (**Attachments 34 and 35**). The email provided recent congressional testimony to support DU's efforts to write a letter to Congress, and she said that she told (b) (7)(C) that the email could potentially violate anti-lobbying provisions. (b) (7)(C) said that she did not receive any feedback from (b) (7)(C) on the issue.

When we asked (b) (7)(C) about this issue, he could not recall whether (b) (7)(C) contacted him as she had asserted (**Attachments 36 and 37**).

(b) (7)(C) when interviewed, said that he communicated with DU representatives regarding feral horses at the refuge (**Attachments 38 and 39**). (b) (7)(C) said that he and (b) (7)(C) received inquiries about the bill from environmental groups, including DU, interested in obtaining information related to the anticipated biological impacts to the refuge if the legislation passed. He said that interest from environmental groups grew as the legislation was introduced in each Congress, and that the groups often contacted FWS for information on its position regarding the bill. (b) (7)(C) said that FWS previously provided testimony to Congress expressing its opposition, and that the information provided to these groups was substantially the same as that provided in the testimony (see Attachments 3 and 4). He said that he and others from the region provided input to the testimony because of their intimate knowledge of the area (see Attachments 38 and 39).

(b) (7)(C) said that (b) (7)(C) contacted him to request technical information to support DU's letter to Senator Boxer. (b) (7)(C) said that he and (b) (7)(C) both provided answers to DU's specific questions, although (b) (7)(C) likely provided the bulk of the details. He said that he had also spoken with (b) (7)(C) on the telephone about the issues pertaining to the effects that the bill would have on the refuge.

(b) (7)(C) said that he was not aware that (b) (7)(C) had written any part of the letter from (b) (7)(C) to (b) (7)(C) (**Attachments 40 and 41**). He said that (b) (7)(C) mentioned to him sometime in April 2012 that he had provided publicly available information to DU regarding FWS' position for a letter DU intended to write. (b) (7)(C) said that (b) (7)(C) asked his opinion about what type of information he could provide to DU, and (b) (7)(C) told him that he could provide factual, publicly available information, just as they would to any citizen.

FWS' Response to Representative Jones

On October 16, 2012, Representative Jones sent FWS (b) (7)(C) a letter requesting that FWS provide "copies of all communication between the Fish and Wildlife Service and Ducks Unlimited regarding the Corolla wild horses over the past three years" (see Attachment 16). (b) (7)(C), FWS (b) (7)(C) of External Affairs, led the collection and review of the communications between FWS employees and DU staff and directed a search for pertinent emails down to the regional

level. (b) (7)(C) sent an email to Southeast Region staff, including FWS Southeast (b) (7)(C), (b) (7)(C) External Affairs (b) (7)(C), (b) (7)(C) and (b) (7)(C) indicating that FWS should respond the same way it would to a document production request through the Freedom of Information Act (**Attachment 42**).

In response to FWS' request, on November 19, 2012, (b) (7)(C) sent an email to (b) (7)(C) (b) (7)(C) the Southeast Region, that contained all of his email communications with DU that he located during a search of his electronic records (**Attachment 43**). In addition, when we interviewed (b) (7)(C) he confirmed that he and (b) (7)(C) provided everything to the Southeast Region that they could find in their electronic records (see Attachment 38 and 39).

During our investigation, we reviewed approximately 473 emails that we independently obtained from DOI Email Enterprise Records and Document Management System archives of (b) (7)(C) (b) (7)(C) and (b) (7)(C) email between January 1, 2012, and April 30, 2013 (**Attachment 44**). Our search identified two additional emails between (b) (7)(C) and (b) (7)(C) that (b) (7)(C) did not provide to FWS in his response to Representative Jones' inquiry (**Attachments 45 and 46**). When we asked (b) (7)(C) about these emails, he said that he did not intentionally omit them, but rather missed them during his search (**Attachments 47 and 48**).

We also identified emails between (b) (7)(C) and (b) (7)(C) that (b) (7)(C) did not provide during the FWS review (**Attachments 49 and 50**). We found that in these emails, (b) (7)(C) informed (b) (7)(C) on May 3, 2012, that she would be at the DU facility the following week, and (b) (7)(C) thanked (b) (7)(C) for his "support on the Currituck National Wildlife Refuge horse issue." (b) (7)(C) replied on May 3, 2012, that he would be out of town during her visit. On May 6, 2012, (b) (7)(C) emailed (b) (7)(C) again, expressing her disappointment that they would not be able to meet. Another email from (b) (7)(C) to (b) (7)(C) sent on October 13, 2012, discussed an event (b) (7)(C) had recently attended that included representation from DU. Again, she thanked (b) (7)(C) for his help "on the horse issue." When we asked (b) (7)(C) about these emails, she said that she did not remember sending them, and she did not discover them when she conducted a search of her email during the FWS review (**Attachments 51 and 52**). In addition, when we interviewed (b) (7)(C) he said that he did not recall interacting with any FWS employees directly on the issues regarding the potential effects of the bill (**Attachments 53 and 54**).

We interviewed FWS (b) (7)(C), who told us that it was FWS' position that horses at the refuge were not native wildlife or part of the fauna for which FWS had conservation responsibility (**Attachments 55 and 56**). (b) (7)(C) said that (b) (7)(C) and (b) (7)(C) in their communications with DU, accurately reflected FWS' position regarding the bill. (b) (7)(C) also said that the refuge complex was established specifically for migratory bird conservation, and the growing population of these horses was damaging the refuges.

(b) (7)(C) recalled that the FWS officials conducting the review of communications between FWS employees and DU did not find any actual violations of the anti-lobbying provisions. (b) (7)(C) said, however, that FWS officials believed the emails created the perception of an inappropriate relationship between FWS and DU personnel. As a remedy, the Southeast Region provided counseling to (b) (7)(C) and (b) (7)(C) to avoid future occurrences.

FWS responded to Representative Jones' request with a letter from (b) (7)(C) dated February 14, 2013, stating that FWS conducted "a comprehensive review of our records . . . which include a series of email exchanges between a refuge manager and DU's conservation officer. We believe the exchange violates

the intent of the anti-lobbying provisions . . . Regional and field-based leaders across the Service are completing a thorough review of these provisions to ensure everyone understands and is familiar with what is and is not permitted" (see Attachment 15).

When we interviewed (b) (7)(C) he said that he authored (b) (7)(C) letter with assistance from former (b) (7)(C) Fish and Wildlife and Parks (b) (7)(C) (**Attachments 57 and 58**). We obtained an email suggesting that he also received input from FWS (b) (7)(C) and (b) (7)(C) during the review process (**Attachment 59**).

We interviewed (b) (7)(C) who told us that she reviewed the email exchange between FWS and DU personnel that occurred from April 20, 2012, through October 12, 2012 (**Attachments 60 and 61**). She said that as a result of her review, she consulted with DOI's Office of the Solicitor, which told her to refer the issue to the Office of Inspector General (OIG). She could not, however, recall whom she spoke with at the Office of the Solicitor. (b) (7)(C) added that she had an informal conversation with DOI's Deputy Inspector General Mary Kendall about the matter (**Attachments 62 and 63**).

(b) (7)(C) also told us that she contacted GAO, which she said instructed her to conduct an internal review and then consult with GAO if necessary (see Attachments 60 and 61). She could not recall whom she spoke with from GAO (see Attachment 62).

Upon completion of FWS' review, (b) (7)(C) said that she determined the email communications between FWS and DU violated the anti-lobbying provisions included in the annual Department of the Interior and Related Agencies Appropriations Act (see Attachments 60 and 61). She said that she made her determination by reviewing previous GAO decisions (**Attachment 64**). She said that she determined the appropriate remedy would be counseling and training to prevent future violations, so she created a PowerPoint presentation that she delivered personally on January 30, 2013, in Washington, DC, to many FWS executives and directorship (**Attachment 65**).

We also interviewed (b) (7)(C) who said that he verbally counseled (b) (7)(C) and (b) (7)(C) regarding the anti-lobbying provisions during their communications with DU (**Attachments 66 through 69**). (b) (7)(C) said that either (b) (7)(C) or (b) (7)(C) told him to counsel (b) (7)(C) and (b) (7)(C)

When we asked (b) (7)(C) about providing counseling to (b) (7)(C) and (b) (7)(C) she said that she believed (b) (7)(C) directed (b) (7)(C) to counsel them (see Attachments 51 and 52). She also told us that she provided the Regional Directorate team with the PowerPoint training, which was subsequently passed down to the Southeast Region Project Leaders, to include (b) (7)(C) and (b) (7)(C) who she believed received additional training (**Attachment 70**).

(b) (7)(C) and (b) (7)(C) both confirmed that they were required to complete anti-lobbying training and stated that they did complete the training though both were unclear as to what format of training they received (see Attachments 17, 18, 38, and 39).

SUBJECT(S)

1. (b) (7)(C), Southeast Region, FWS.
2. (b) (7)(C), Mackay Island and Currituck National Wildlife Refuges, FWS.
3. (b) (7)(C), North Carolina Coastal Plain National Wildlife Refuges Complex, FWS.

DISPOSITION

We are providing this report to Representative Jones' office; the Assistant Secretary for Fish, Wildlife, and Parks; and the FWS Director for any action deemed appropriate.

ATTACHMENTS

1. Corolla Wild Horses Protection Act (H.R. 306. 112th Congress).
2. Investigative Activity Report (IAR) – Internet Search, dated April 14, 2015.
3. Testimony of (b) (7)(C), Assistant Director, National Wildlife Refuge System, FWS, dated July 27, 2010.
4. Testimony of (b) (7)(C), Acting Deputy Director, FWS, dated April 7, 2011.
5. Letter from (b) (7)(C) to (b) (7)(C), dated April 10, 2012.
6. Letter from (b) (7)(C) to Senator Barbara Boxer, dated May 21, 2012.
7. 18 USC § 1913, "Lobbying with appropriated monies."
8. Memorandum Opinion for the Attorney General, dated September 28, 1989.
9. Opinion of the Office Legal Counsel, "Constraints Imposed by 18 U.S.C. § 1913 on Lobbying Efforts.
10. Departmental Manual, Section 410, Chapter 2, dated November 5, 2002, and Section 470, Chapter 1, dated March 7, 2012.
11. Department of the Interior Appropriations Act, 2012 (SEC. 402).
12. Consolidated Appropriations Act, 2012 (SEC. 8001).
13. Solicitor's Memorandum, "Impact of the Recent Changes to 18 U.S.C. 1913 (The "Anti-Lobbying Act")", dated April 24, 2003.
14. Series of emails, provided by Rep. Walter B. Jones, between (b) (7)(C), (b) (7)(C), and (b) (7)(C) between April 20, 2012 and October 12, 2012.
15. Letter from (b) (7)(C) to Rep. Walter B. Jones, dated February 14, 2013.
16. Letter from Rep. Walter B. Jones to (b) (7)(C), date October 16, 2012.
17. IAR – Interview of (b) (7)(C) on November 12, 2014.
18. Transcript of interview of (b) (7)(C) on November 12, 2014.
19. 50 C.F.R. 30.11(a).
20. Study titled, "Vegetative Impact of Feral Horses, Feral Pigs, and White-tailed Deer on the Currituck National Wildlife Refuge, North Carolina," conducted from May 2010 through May 2012 by Kimberly M. Porter, et al.
21. IAR – Interview of (b) (7)(C) on November 25, 2014.
22. Transcript of interview of (b) (7)(C) on November 25, 2014.
23. Letter from (b) (7)(C) to Senator James Inhofe, dated May 21, 2012.
24. Letter from (b) (7)(C) to Senator Richard Burr, dated May 21, 2012.
25. Letter from (b) (7)(C) to Senator Kay Hagan, dated May 21, 2012.
26. Letter from (b) (7)(C) to Senator Mark Warner, dated May 21, 2012.
27. Letter from (b) (7)(C) to Senator Jim Webb, dated May 21, 2012.

28. IAR – Interview of (b) (7)(C) on November April 17, 2015.
29. Transcript of interview of (b) (7)(C) on April 17, 2015.
30. IAR – Interview of (b) (7)(C) on November 12, 2014.
31. Transcript of interview of (b) (7)(C) on November 12, 2014.
32. IAR – Interview of (b) (7)(C) on December 18, 2014.
33. Transcript of interview of (b) (7)(C) on December 18, 2014.
34. IAR – Interview of (b) (7)(C) on February 6, 2015.
35. Transcript of interview of (b) (7)(C) on February 6, 2015.
36. IAR - Interview of (b) (7)(C) on February 10, 2015.
37. Transcript of interview of (b) (7)(C) on February 10, 2015.
38. IAR - Interview of (b) (7)(C) on November 12, 2014.
39. Transcript of interview of (b) (7)(C) on November 12, 2014.
40. IAR - Interview of (b) (7)(C) on November 24, 2014.
41. Transcript of interview of (b) (7)(C) on November 24, 2014.
42. Email from (b) (7)(C), dated October 17, 2012.
43. Email from (b) (7)(C) to (b) (7)(C), dated November 19, 2012.
44. IAR – Email review completed on January 5, 2015.
45. Email from (b) (7)(C) to (b) (7)(C), dated August 31, 2012.
46. Email from (b) (7)(C) to (b) (7)(C) dated September 20, 2012.
47. IAR – Interview of (b) (7)(C) on January 27, 2015.
48. Transcript of interview of (b) (7)(C) on January 27, 2015.
49. Email conversation between (b) (7)(C) and (b) (7)(C) dated May 3-6, 2012.
50. Email from (b) (7)(C) to (b) (7)(C), dated October 13, 2012.
51. IAR – Interview of (b) (7)(C) on February 20, 2015.
52. Transcript of interview of (b) (7)(C) on February 20, 2015.
53. IAR – Interview of (b) (7)(C) on December 18, 2014.
54. Transcript of interview of (b) (7)(C) on December 18, 2014.
55. IAR- Interview of (b) (7)(C) on October 14, 2014.
56. Transcript of interview of (b) (7)(C) on October 14, 2014.
57. IAR – Interview of (b) (7)(C) on November 3, 2014.
58. Transcript of interview of (b) (7)(C) on November 3, 2014.
59. Email conversation between (b) (7)(C), (b) (7)(C), (b) (7)(C), (b) (7)(C), and (b) (7)(C) dated February 12-15, 2013.
60. IAR – Interview of (b) (7)(C) on December 8, 2014.
61. Transcript of interview of (b) (7)(C) on December 8, 2014.
62. IAR – Interview of (b) (7)(C) on January 28, 2015.
63. Email exchange between (b) (7)(C) and (b) (7)(C), dated January 24, 2013.
64. GAO documents provided by (b) (7)(C) during interview on December 8, 2014.
65. PowerPoint presentation presented by (b) (7)(C) on January 30, 2013.
66. IAR – Interview of (b) (7)(C) on October 24, 2014.
67. Transcript of interview of (b) (7)(C) on October 24, 2014.
68. IAR – Interview of (b) (7)(C) on January 30, 2015.
69. Transcript of interview of (b) (7)(C) on January 30, 2015.
70. PowerPoint Presentation provided to Southeast Region February 21-22, 2013.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C) et al.	OI-PI-14-0738-I
Reporting Office	**Report Date**
Program Integrity Division	October 27, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

In September 2014, the Office of Inspector General (OIG) received an anonymous complaint alleging that members of the New Mexico Interstate Stream Commission (ISC) had misused Federal funds. Specifically, the complaint alleged that while (b) (7)(C) Bureau of Reclamation (USBR), was the director of the New Mexico ISC, he and his staff improperly awarded sole-source contracts to contractors AMEC Earth & Environmental, Inc. (AMEC), and Bohannan Huston, Inc., to provide false and misleading study results concerning a water diversion project on the Gila River.

(b) (7)(C) as well as ISC employees, denied involvement in any illegal or inappropriate contracting practices at ISC. Although the complainant alleged that these were sole-source contracts, a review of the procurement documents revealed that they were competitively awarded: ISC issued requests for proposals and evaluated the subsequent bids before making the awards. While we do not have the technical expertise to assess the accuracy of the science detailed in the contractors' reports, our investigation found no evidence of procurement manipulation, irregularities, or malfeasance regarding ISC's selection of AMEC and Bohannan Huston as contractors, and no evidence that any contract was awarded to obtain false or misleading study results. We also found that the Solicitor had advised in a written opinion issued in 2009 that USBR has no responsibility for oversight of New Mexico's use of the Federal funds in question beyond transferring the funds to the State, per the authorizing legislation.

Reporting Official/Title	Signature
(b) (7)(C) Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /RAC	Digitally signed.

Authentication Number: 7F02FD2106395397F10A40F20B41AA02

BACKGROUND

The Arizona Water Settlements Act (Pub. L. No. 108-451), or AWSA, was enacted by Congress in 2004 to settle numerous water rights claims and define the State of Arizona's repayment obligation for costs incurred by the United States in constructing the Central Arizona Project (CAP), a 360-mile project of canals and reservoirs used to divert water from the Colorado River into central and southern Arizona. The CAP is the largest and most expensive aqueduct system ever constructed in the United States.

The Lower Colorado River Basin Development Fund (Development Fund) was created by the Federal Government to collect Arizona's CAP repayments. This fund also receives money from other sources, including revenue from power generated at the Navajo Generating Station (a coal-fired power plant located in Page, AZ), the sale of surplus Government land, and various other projects.

AWSA also promotes water development in southwestern New Mexico; it authorized payment of $66 million from the Development Fund to New Mexico for water conservation and development purposes. Since 2012, New Mexico has received $9 million annually from the $66 million in the Development Fund. New Mexico would also be entitled to an additional $34 million if the State developed a dedicated unit to oversee the diversion and storage of up to 14,000 acre-feet[1] of water annually from the Gila River to meet regional water supply demands. AWSA designates the New Mexico Interstate Stream Commission (ISC) as the administrative agency for these funds. ISC is a nine-member commission charged with protecting and developing the State's water resources.

DETAILS OF INVESTIGATION

The Office of Inspector General (OIG) initiated this investigation based on an anonymous complaint received September 24, 2014, alleging that while (b) (7)(C) Bureau of Reclamation (USBR), was the director of the New Mexico ISC—a position he held for almost (b) (7)(C) —he and his staff improperly awarded AWSA money, provided by the U.S. Department of the Interior (DOI), to contractors AMEC Earth & Environmental, Inc. (AMEC), and Bohannan Huston, Inc. The complaint further alleged that these contractors were selected because they would provide false and misleading study results to validate ISC's plans for a water diversion project on the Gila River.

Contract Award to AMEC and Bohannan Huston

According to (b)(7)(C) the procurement and acquisition processes at ISC were properly executed (**Attachments 1 and 2**). (b)(7)(C) said that he was aware of the allegations and noted that the development of the Gila River watershed area had become a "rallying point" for environmental groups in southwestern New Mexico that were opposed to the project.

Prior to his departure from ISC, (b)(7)(C) had overseen approximately 50 studies, including those conducted by AMEC and Bohannan Huston, to assess the watershed area and provide recommendations for how to proceed with the development project. (b)(7)(C) said that the contractors were hired to conduct a range of studies that examined hydrology, the interconnectedness of surface

[1] An "acre-foot" is a unit of volume (the amount of water needed to cover 1 acre with water 1 foot deep) commonly used to measure water volume and use, especially in reference to large-scale water resources, such as reservoirs, aqueducts, canals, sewer systems, and river flows.

and ground water, and the biology and morphology of the river. (b) (7)(C) also said that all contractors were hired through the proper acquisition process, and that work orders were issued through a vehicle similar to the Federal indefinite delivery/indefinite quantity (IDIQ) contract. He was unaware of any illegal or inappropriate contracting practices at ISC.

(b) (7)(C), (b) (7)(C), ISC, also denied that the commission was involved in any illegal or inappropriate contracting practices (**Attachments 3 and 4**). She said that ISC followed State guidelines for procurement and that all contracting actions were undertaken with the full approval of the commission members.

(b) (7)(C), USBR, said that ISC correctly followed State procurement guidelines (**Attachments 5 and 6**). (b) (7)(C) said that he believed that ISC had to follow State guidelines, not the Federal Acquisition Regulation, when hiring contractors for projects under AWSA. (b) (7)(C) recommended that we speak with Attorney (b) (7)(C) in DOI's Office of the Solicitor about USBR's responsibilities regarding Development Fund money.

(b) (7)(C) said that funds received by the State of New Mexico per AWSA start out as Federal dollars (**Attachments 7 and 8**). According to (b) (7)(C) the money flows through a "revolving fund" that is administered as a subaccount within the General Fund of the U.S. Treasury, which is referred to under the 1968 Colorado River Basin Project Act as the Lower Colorado River Basin Development Fund. (b) (7)(C) said that the money can be used for statutorily authorized purposes, one of which is water development in New Mexico.

USBR was not required to maintain oversight of the money once it was distributed to New Mexico, according to (b) (7)(C) for the Lower Colorado Region (**Attachments 9 and 10**). (b) (7)(C) confirmed that $9 million has been paid to the State annually for diversion or nondiversion alternatives to conservation of the watershed area. According to (b) (7)(C) (b) (7)(C) (b) (7)(C) Field Solicitor, (b) (7)(C) Field Office, Office of the Solicitor (SOL), issued an opinion in 2009 that concluded that AWSA does not imply power, authority, responsibility, or control by USBR over these funds (**Attachment 11**). Simply stated, (b) (7)(C) said, USBR maintains no responsibility over these funds except to transfer the $9 million annually to the State. (b) (7)(C) said that the money was transferred "without discretion" to the State of New Mexico with no Federal requirements for oversight.

(b) (7)(C) also said that if the State of New Mexico and DOI issued a decision to pursue development of a "New Mexico Unit" of the CAP, an additional $34 million would become available to the State to pursue diversion alternatives. (b) (7)(C) explained that New Mexico elected to pursue the dedicated unit at the end of 2014, and that this decision was currently being reviewed by the Secretary's Office. (b) (7)(C) said that USBR was responsible for environmental compliance, including the oversight and issuance of environmental impact statements and other studies that might inform establishment of the unit. If the decision to construct or develop the State unit is approved by DOI, USBR would maintain oversight of the $34 million, which the Secretary of the Interior would pay out incrementally to the State of New Mexico on a "construction schedule."

(b) (7)(C) statements were corroborated by (b) (7)(C), Staff Attorney, (b) (7)(C) Regional Office, SOL (**Attachments 12 and 13**). (b) (7)(C) said that in her current position, she provides legal support to USBR's (b) (7)(C) Field Office, which she described as the "front line" for administering AWSA. (b) (7)(C) said that she was familiar with (b) (7)(C) 2009 opinion regarding

USBR's absence of responsibility over the funds. (b) (7)(C) said that through AWSA, Congress mandated that $66 million, indexed for inflation,[2] be paid to the State of New Mexico over a period of 10 years, and that USBR had no responsibility or oversight regarding that money once it was distributed. She said that once the money was transferred to the State, "it's very much considered State dollars," and New Mexico followed State guidelines and policies for the expenditures of those funds. (b) (7)(C) 2009 opinion concluded that "the specific projects proposed in the AWSA do not clearly implicate on-going power, authority, control, or responsibility by Reclamation" (see Attachment 11). (b) (7)(C) opinion also determined that Section 211 of AWSA "expressly places the burden 'to comply with environmental laws' squarely on the non-Federal 'owner of the land.'"

According to (b) (7)(C) (b) (7)(C) 2009 opinion has served as "the only written document," other than AWSA itself, that explains USBR's responsibility, or lack thereof, concerning the money paid to the State of New Mexico. Also according to (b) (7)(C) (b) (7)(C) opinion clearly stated that USBR maintained no responsibility for funds transferred to the State of New Mexico as mandated by AWSA.

OIG reviewed the acquisition paperwork pertaining to the commission's contracting with AMEC and Bohannan Huston (**Attachment 14**). We found that neither contractor had received a sole source award. Rather, after ISC issued requests for proposals under an IDIQ-type contract, both contractors submitted bids and were ultimately hired for separate projects. Bohannan Huston was selected out of 14 applicants. Hydrosphere Resource Consultants was selected out of 27 applicants, and was later bought out by AMEC, which took over the project (**Attachment 15**). The contracting documentation does not indicate any administrative malfeasance in the hiring of either contractor.

False and Misleading Study Results

As established above, USBR exercised no oversight responsibility for ISC's use of Federal funds, including the design, conduct, or outcome of studies contracted by the commission. Also, while we do not have the technical expertise to assess accuracy of the science detailed in the contractors' reports, our investigation revealed that ISC had a process in place to oversee the work being conducted by the contractors, including the reviewing and vetting of proposed and final projects by the commission members. According to (b) (7)(C) the final reports were posted to ISC's website for public review and comment (see Attachments 1 and 2).

According to (b) (7)(C) work plans for all projects related to the Gila River water diversion project, including the studies conducted by AMEC and Bohannan Huston, were presented to ISC (see Attachments 3 and 4). (b) (7)(C) said that ISC members review the final study results from all contractors and use what they learn to make informed decisions on how to move forward with various conservation projects (see Attachments 1 and 2).

SUBJECT(S)

(b) (7)(C), USBR.

DISPOSITION

We are providing this report to the Principal Deputy Assistant Secretary for Water and Science, DOI,

[2] Accounting for inflation would bring the total amount of money given to the State under this mandate closer to $99 million over a 10-year period, according to Verburg.

with a copy to the Chief of Staff, Office of the Secretary, DOI, for information only. We do not require a response.

ATTACHMENTS

1. Investigative Activity Report (IAR) – Interview of (b) (7)(C) on October 22, 2014.
2. Transcript of interview of (b) (7)(C) on October 22, 2014.
3. IAR – Interview of (b) (7)(C) on November 13, 2014.
4. Transcript of interview of (b) (7)(C) on November 13, 2014.
5. IAR – Interview of (b) (7)(C) on November 20, 2014.
6. Transcript of interview of (b) (7)(C) on November 20, 2014.
7. IAR – Interview of (b) (7)(C) on January 16, 2015.
8. Transcript of interview of (b) (7)(C) on January 16, 2015.
9. IAR – Interview of (b) (7)(C) on June 5, 2015.
10. Transcript of interview of (b) (7)(C) on June 5, 2015.
11. Field Solicitor (b) (7)(C) 2009 opinion.
12. IAR – Interview of (b) (7)(C) on June 22, 2015.
13. Transcript of interview of (b) (7)(C) on June 22, 2015.
14. IAR – Review of ISC procurement documents for AMEC and Bohannan Huston contracts, dated January 23, 2015.
15. IAR – Review of ISC procurement documents for AMEC and Bohannan Huston contracts, dated September 2, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
BLM-OLES Promotion Process of (b) (7)(C)	OI-PI-15-0182-I
Reporting Office	**Report Date**
Program Integrity Division	March 16, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

We initiated this investigation based on an anonymous complaint that (b) (7)(C), Office of Law Enforcement and Security, Bureau of Land Management (BLM-OLES), improperly hired (b) (7)(C) (GS-13) from the Bureau of Reclamation without (b) (7)(C) having to apply for the position. Allegedly, (b) (7)(C) then promoted (b) (7)(C) to the (b) (7)(C), (b) (7)(C) (GS-14), without (b) (7)(C) having to compete for the position and then planned to promote (b) (7)(C) to Deputy Director (GS-15) without (b) (7)(C) having to compete against more qualified applicants.

We found that (b) (7)(C) was already employed by BLM as a (b) (7)(C) on detail to the Bureau of Reclamation when he was selected by (b) (7)(C) to serve as (b) (7)(C) of BLM-OLES. When that (b) (7)(C) position was downgraded to (b) (7)(C) selected (b) (7)(C) to fill the position permanently and (b) (7)(C) received a non-competitive promotion to GS-14. (b) (7)(C) had previously held a GS-14 position while employed by the Department's (b) (7)(C) (b) (7)(C) was eligible for a non-competitive promotion to GS-14.

On February 27, 2015, (b) (7)(C) was selected to become Deputy Director, BLM-OLES and received a promotion to GS-15. He was selected for the position through a competitive process in accordance with Federal regulations and U.S. Department of the Interior policy.

BACKGROUND

Federal regulations authorize Government agencies to promote, demote, or reassign career or career-conditional employees (5 C.F.R. § 335.102). Agencies may also except certain personnel actions from

Reporting Official/Title (b) (7)(C) /Special Agent	Signature Digitally signed.
Approving Official/Title (b) (7)(C) /ASAC	Signature Digitally signed.

Authentication Number: 8F921DD4FD99F1B468C89A247A5F3140

competitive selection procedures (5 C.F.R. § 335.103(c) (2)). Promotions, reassignments, demotions, transfers, reinstatements, or details of career employees may be except from competitive selection requirements if the position for which the employee is selected has a promotion potential no greater than the promotion potential of the employee's current position, or a position the employee previously held in the competitive service.

DOI and BLM policy have incorporated the provisions of the C.F.R. and excluded the requirement for competition under certain circumstances and provide that bureaus may transfer or reassign career employees to positions at the same grade and with the same promotion potential as the employee's current position or a position held by the employee on a permanent basis in the competitive service **(Attachments 1, 2, 3)**.

DETAILS OF INVESTIGATION

We initiated this investigation based on an anonymous complaint alleging that (b) (7)(C), (b) (7)(C) Office of Law Enforcement and Security, Bureau of Land Management (BLM-OLES), hired (b) (7)(C) from the Bureau of Reclamation without him having to apply and then non-competitively promoted him to (b) (7)(C). The complainant also alleged that (b) (7)(C) planned to promote (b) (7)(C) to Deputy Director (GS-15) without him having to compete.

(b) (7)(C) said that in 2012, he offered (b) (7)(C) a temporary position as acting (b) (7)(C) until a permanent selection could be made **(Attachments 4 & 5)**. At that time, (b) (7)(C) a GS-13, was one of five BLM (b) (7)(C) to the Bureau of Reclamation (BOR) as part of a reimbursable agreement between the bureaus. (b) (7)(C) sought out (b) (7)(C) for the position because of his previous experience in both the Department of the Interior's Office of Law Enforcement Security, and (b) (7)(C)) and BLM-OLES Policy, Programs and Budget Division. With his selection, (b) (7)(C) received no promotion but was moved to Washington, DC.

While (b) (7)(C) was serving as acting (b) (7)(C), BLM downgraded his position from (b) (7)(C) (b) (7)(C) to (b) (7)(C) as part of an inner-office reorganization. With the downgrade, the position was also downgraded from GS-15 to GS-14. According to (b) (7)(C) had been under filling the (b) (7)(C) position as a GS-13 but had previously been a GS-14 while employed by the (b) (7)(C) Since he had previously held a GS-14 position, he was eligible for a non-competitive promotion to division chief as a GS-14. (b) (7)(C) subsequently offered the deputy chief position to (b) (7)(C)

We interviewed (b) (7)(C), Human Resource Specialist, BLM, who advised that (b) (7)(C) re-promotion to GS-14 occurred on (b) (7)(C) 2013 **(Attachments 6 & 7)**. She provided a copy of (b) (7)(C) Notification of Personnel Action (SF-50) showing that he was except from competition or otherwise eligible for a non-competitive promotion to GS-14 **(Attachment 8)**. (b) (7)(C) also explained that (b) (7)(C) had previously served as a supervisory criminal investigator, GS-14, while employed by (b) (7)(C) and was eligible for a non-competitive promotion back to GS-14.

(b) (7)(C) said that (b) (7)(C) had originally been promoted to supervisory criminal investigator, GS-14 on (b) (7)(C) 2006, when he accepted a position in (b) (7)(C) **(Attachment 9)**. He remained in (b) (7)(C) as a supervisory criminal investigator until (b) (7)(C) 2008, and then returned to BLM as a non-supervisory criminal investigator, according to his SF-50 **(Attachment 10)**.

On February 27, 2015, [redacted] told [redacted], Program Integrity Division, Office of Inspector General, that he had selected [redacted] to become the Deputy Director, BLM-OLES **(Attachment 11)**.

SUBJECT(S)

[redacted], Office of Law Enforcement and Security, Bureau of Land Management.

DISPOSITION

This investigation is closed in the files of this office. No further investigative action is required or anticipated.

ATTACHMENTS

1. Department of the Interior Manual, Part 370, Chapter 335, Promotion and Internal Placement.
2. U.S. Department of the Interior, Merit Promotion and Placement Policy February 8, 1996.
3. Bureau of Land Management, Merit Promotion and Internal Placement Plan, April 22, 2011.
4. IAR – Interview of [redacted] on January 15, 2015.
5. Transcript of Interview with [redacted] on January 15, 2015.
6. IAR – Interview of [redacted] on January 30, 2015.
7. Transcript of Interview with [redacted] on January 30, 2015.
8. Notification of Personnel Action, dated June 2, 2013.
9. Notification of Personnel Action, dated October 1, 2006
10. Notification of Personnel Action, dated July 6, 2008.
11. IAR – Email from [redacted] to [redacted], dated February 23, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-PI-15-0217-I
Reporting Office **Program Integrity Division**	**Report Date** **October 20, 2015**
Report Subject **Report of Investigation**	

SYNOPSIS

We initiated this investigation on January 29, 2015, at the request of (b) (7)(C), Internal Affairs Division (IAD), Bureau of Indian Affairs (BIA), who reported that (b) (7)(C) (b) (7)(C), BIA Internal Affairs Division, lied to (b) (7)(C), (b) (7)(C), BIA Office of Justice Services, while he (b) (7)(C) Indian Highway Safety Program. Specifically, (b) (7)(C) reported that (b) (7)(C) his subordinate at the time, was told not to travel to the Turtle Mountain Tribe and the Three Affiliated Tribes unless he had arranged meetings with the chairmen of both tribes. According to (b) (7)(C) before leaving on the trip, (b) (7)(C) confirmed that he had arranged meetings with both tribal chairmen. After the trip was over, (b) (7)(C) learned that (b) (7)(C) had only met with the chairman of the Three Affiliated Tribes.

During our interview with (b) (7)(C) he denied lying to (b) (7)(C) recalling that (b) (7)(C) had only told him to arrange a meeting with the chairman of the Three Affiliated Tribes. Due to the time that has passed and the lack of documentation regarding specific instructions concerning these events, we were unable to determine if (b) (7)(C) lied to (b) (7)(C)

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DETAILS OF INVESTIGATION

We initiated this investigation on January 29, 2015, after receiving a complaint from (b) (7)(C) of the Bureau of Indian Affairs' (BIA) Internal Affairs Division (IAD), Office of Justice Services. The allegation was based upon an email that (b) (7)(C), (b) (7)(C) of BIA's Office of Justice Services, forwarded to (b) (7)(C). The email, dated January 14, 2015, was originally written by (b) (7)(C), (b) (7)(C) Office of Justice Services, and alleged that IAD (b) (7)(C) had not been honest with (b) (7)(C) when (b) (7)(C) was his supervisor at the Indian Highway Safety Program (IHSP) in 2011, and that (b) (7)(C) engaged in serious misconduct while serving as the (b) (7)(C) (**Attachment 1**). (b) (7)(C) addressed the email to his current supervisor, (b) (7)(C), Field Operations, with copies to (b) (7)(C) and (b) (7)(C) Office of Justice Services.

Although (b) (7)(C) email included several other issues, we focused only on the allegations of (b) (7)(C) untruthful statements and serious misconduct. The email stated: "As discussed, it is improper for (b) (7)(C)] to be involved in any of these matters since he was involved in serious misconduct…when he was the (b) (7)(C), prior to choosing to go back to IA [IAD] as I was working with HR on a corrective action for his lack of performance and making untruthful statements to his supervisor."

During our interview of (b) (7)(C) he said that he was (b) (7)(C) supervisor from (b) (7)(C) 2010 to (b) (7)(C) 2011, when (b) (7)(C) was the (b) (7)(C) (**Attachments 2, 3, 4, and 5**). (b) (7)(C) confirmed that he wrote the email to (b) (7)(C) (b) (7)(C) and (b) (7)(C) (see Attachments 1, 2, 3, 4, and 5). He said that the purpose of the email was to express his concern about several of (b) (7)(C) reports of investigation that had been recently sent to him, which he said were incomplete or inaccurate (see Attachments 2, 3, 4, and 5). Further, (b) (7)(C) said that since (b) (7)(C) was not part of BIA's management during the time that (b) (7)(C) worked for (b) (7)(C) he felt compelled to provide some background information to (b) (7)(C) regarding (b) (7)(C) prior issues before he was assigned to IAD.

(b) (7)(C) was surprised to learn that (b) (7)(C) had sent the email about (b) (7)(C) alleged untruthful statements and misconduct to (b) (7)(C) who passed it on to OIG as new allegations (see Attachments 1,2, 3, 4, and 5). He stated that he had intended to provide some background information to managers on old allegations related to (b) (7)(C) that were never dealt with in 2011. During the interview, (b) (7)(C) clarified that the untruthful statements and the serious misconduct were the same issue, and that those statements were made by (b) (7)(C) in a report that detailed one of his trips.

(b) (7)(C) said that in 2011, he told (b) (7)(C) to travel to North Dakota and conduct IHSP grant monitoring meetings with the tribal chairman of the Turtle Mountain Band of Chippewa Indians (Turtle Mountain) and the chairman of the Three Affiliated Tribes. He specifically told (b) (7)(C) that prior to traveling to North Dakota, (b) (7)(C) needed to call the tribal chairmen and schedule these meetings (**Attachments 6 and 7**). (b) (7)(C) stated that he told (b) (7)(C) that he would not approve the travel if the tribal chairmen were not going to be present for the meetings, and he requested that the tribal chairmen send letters to him confirming the meetings. (b) (7)(C) said that during a teleconference prior to the trip, (b) (7)(C) told (b) (7)(C) that he had contacted the tribal chairmen, and the meetings had been scheduled.

After (b) (7)(C) trip, (b) (7)(C) said, he requested a report containing the details of the trip (**Attachments 8 and 9**). When (b) (7)(C) received the trip reports, he learned that (b) (7)(C) had met

with the Three Affiliated tribal chairman (see Attachment 8), but (b) (7)(C) had not contacted or met with the Turtle Mountain tribal chairman as directed (see Attachment 9). The report stated that the chairman was out of town during (b) (7)(C) visit.

(b) (7)(C) said that he spoke to (b) (7)(C) who was the (b) (7)(C) of the Office of Justice Services at the time, about (b) (7)(C) being untruthful, but no action was ever taken (see Attachments 4 and 5). Subsequently, (b) (7)(C) requested a transfer from (b) (7)(C). After discussing the issue with (b) (7)(C), (b) (7)(C) approved the transfer. After the interview, (b) (7)(C) provided a number of emails supporting his allegations (**Attachments 10, 11, and 12**).

We also interviewed (b) (7)(C) about these allegations (**Attachments 13 and 14**). (b) (7)(C) said that he was (b) (7)(C) of IHSP from (b) (7)(C) 2010 through (b) (7)(C) 2011. (b) (7)(C) transferred to IAD in (b) (7)(C) 2011 and had been in his current position since then.

(b) (7)(C) remembered traveling to North Dakota and meeting with the chairman for the Three Affiliated Tribes, but he did not recall meeting with the Turtle Mountain chairman. Throughout the first interview with (b) (7)(C) he told us that he did not remember the trip in detail and would have to look through his documentation to refresh his memory. After the interview, (b) (7)(C) provided a written statement and supporting attachments addressing the allegations (**Attachment 15**). In the written statement, (b) (7)(C) said that after reviewing his documentation, he recalled that (b) (7)(C) directed him to obtain a letter from the Three Affiliated chairman requesting a visit to discuss issues that related to the Tribes' IHSP grant for 2011, but did not direct him to meet with the Turtle Mountain chairman. (b) (7)(C) noted that he contacted one of the Three Affiliated chairman's staff, and she confirmed the chairman would be present for his visit; therefore, he proceeded with his travel. He also stated that, in order to make judicial use of his time, he scheduled an IHSP program review at the Turtle Mountain reservation since it was in the vicinity of Three Affiliated, but not specifically to meet with the chairman.

One of the documents (b) (7)(C) provided was an email that he received from (b) (7)(C) dated February 11, 2011, which appeared to be the impetus for the current allegation. The email stated: "I understand the chairman did attend the meeting however, I did not receive the letter from the chairman prior to the meeting as you were directed by your supervisor. I will be issuing corrective action related to your failure to follow a supervisor's instruction" (see Attachment 15).

We re-interviewed (b) (7)(C) to clarify (b) (7)(C) assertion that he told (b) (7)(C) that he ((b) (7)(C) had confirmed appointments with both the Three Affiliated and Turtle Mountain Tribal chairmen during a teleconference prior to the trip (**Attachments 16 and 17**). (b) (7)(C) told us that he remembered having a meeting in February 2011 with (b) (7)(C) and (b) (7)(C) IHSP (b) (7)(C) (b) (7)(C) U.S. Department of Transportation, National Highway Safety Program Administration, in (b) (7)(C) office in (b) (7)(C). During that meeting, both (b) (7)(C) and (b) (7)(C) told him to make sure he met with the chairman of Three Affiliated Tribes during his trip the following week. (b) (7)(C) said that their request was specific to the meeting with the chairman of the Three Affiliated Tribes, and they did not mention meeting with the Turtle Mountain chairman. Other than the email he sent confirming his meeting with the Three Affiliated chairman, (b) (7)(C) stated that he did not have a conversation with (b) (7)(C) confirming the meetings (see Attachments 9, 16 and 17).

We also interviewed (b) (7)(C) IHSP (b) (7)(C), to determine whether she knew of the

alleged conversation between (b) (7)(C) and (b) (7)(C) (**Attachments 18 and 19**). She told us that (b) (7)(C) had a weekly staff meeting with (b) (7)(C) and (b) (7)(C) every Friday, but (b) (7)(C) only participated occasionally. (b) (7)(C) said she had been the (b) (7)(C) for (b) (7)(C) and had never heard of a requirement to meet with the tribal chairmen during a site visit or program review. (b) (7)(C) also told us that she had never heard of the requirement to meet with tribal chairmen from (b) (7)(C) or (b) (7)(C) and had never heard nor was she in a position to hear (b) (7)(C) tell (b) (7)(C) that he had confirmed meetings with both tribal chairmen.

In addition, we interviewed (b) (7)(C), who had worked with (b) (7)(C) and (b) (7)(C) (**Attachments 20 and 21**). In 2011, (b) (7)(C) was the BIA (b) (7)(C) and (b) (7)(C) was the (b) (7)(C) IHSP. She recalled a meeting at her office in early 2011 between herself, (b) (7)(C) and (b) (7)(C) During that meeting, (b) (7)(C) made a blanket statement that the tribal IHSP managers were completing reviews and making decisions without consulting or informing the tribal leadership. She said (b) (7)(C) explained to (b) (7)(C) that the tribal chairmen signed the IHSP contracts, so they should be involved in the reviews since they were responsible. (b) (7)(C) said that while they were in her office, (b) (7)(C) told (b) (7)(C) that he needed to ensure that the tribal chairmen would be present prior to traveling for any IHSP program review and he should not waste the travel time and money if they were not there. She stated that she never heard (b) (7)(C) confirm that he had scheduled meetings with both tribal chairmen.

When we interviewed (b) (7)(C) (b) (7)(C) supervisor, he said that he did not solicit the January 14, 2015 email from (b) (7)(C) (**Attachments 22, 23,** and see Attachment 1). (b) (7)(C) noted that he discussed the email's contents with (b) (7)(C) after receiving it. (b) (7)(C) said that he was surprised to see a 4-year-old allegation about (b) (7)(C) but he forwarded the email to (b) (7)(C) for action since (b) (7)(C) was not in his chain of command.

We interviewed (b) (7)(C) to determine what he knew about the allegation of (b) (7)(C) untruthfulness (**Attachments 24 and 25**). (b) (7)(C) said that (b) (7)(C) recently called him to complain about (b) (7)(C) and a delinquent IAD report of investigation about a week before he received the January 14, 2015 email (see Attachments 1, 24, and 25). Upon receipt of the email, (b) (7)(C) referred it to (b) (7)(C) current supervisor, (b) (7)(C) to take appropriate action based on the seriousness of the allegations (see Attachments 24 and 25).

We asked (b) (7)(C) if (b) (7)(C) had spoken with him about (b) (7)(C) honesty or integrity in 2011, before (b) (7)(C) requested the transfer to (b) (7)(C) recalled a general conversation with (b) (7)(C) about the transfer, but said that if (b) (7)(C) had made specific allegations about (b) (7)(C) honesty or integrity, he would not have approved the transfer until he ensured that (b) (7)(C) had taken appropriate action to resolve the issue.

During both of our interviews with (b) (7)(C) and in his written statement, (b) (7)(C) denied lying to (b) (7)(C) recalling that (b) (7)(C) had only told him to arrange a meeting with the chairman of the Three Affiliated Tribes (see Attachments 13, 14, 15, 16, and 17). Due to the time that has passed and the lack of documentation regarding specific instructions concerning these events, we were unable to determine if (b) (7)(C) lied to (b) (7)(C)

SUBJECT(S)

(b) (7)(C), Bureau of Indian Affairs, Internal Affairs Division.

DISPOSITION

We are providing this report to the Director, Office of Justice Services, BIA.

ATTACHMENTS

1. Email written by (b) (7)(C) , dated January 14, 2015.
2. IAR – Interview of (b) (7)(C) , dated January 26, 2015.
3. Transcript of interview of (b) (7)(C) on January 20, 2015.
4. IAR – Interview of (b) (7)(C) , dated March 10, 2015.
5. Transcript of interview of (b) (7)(C) on February 13, 2015.
6. IAR – Interview of (b) (7)(C) , dated August 25, 2015.
7. Transcript of interview of (b) (7)(C) ton on August 24, 2015.
8. Trip Report, "Three Affiliated Tribe 2/16/2011," dated February 16, 2011.
9. Trip Report, "Turtle Mountain 2/15/2011," dated February 15, 2011.
10. Email, "RE: BIA Program Site visit," dated February 1, 2011.
11. Email, "Three Affiliated Tribes," dated February 11, 2011.
12. Email, "RE: Trip Reports," dated March 14, 2011.
13. IAR – Interview of (b) (7)(C) , dated March 12, 2015.
14. Transcript of interview of (b) (7)(C) on February 17, 2015.
15. Statement written by (b) (7)(C) , dated March 10, 2015.
16. IAR – Interview of (b) (7)(C) , dated August 25, 2015.
17. Transcript of interview of (b) (7)(C) on August 24, 2015.
18. IAR – Interview of (b) (7)(C) , dated August 25, 2015.
19. Transcript of interview of (b) (7)(C) on August 24, 2015.
20. IAR – Interview of (b) (7)(C) dated August 25, 2015.
21. Transcript of interview of (b) (7)(C) on August 24, 2015.
22. IAR – Interview of (b) (7)(C) dated May 8, 2015.
23. Transcript of interview of (b) (7)(C) on May 8, 2015.
24. IAR – Interview of (b) (7)(C) dated May 8, 2015.
25. Transcript of interview of (b) (7)(C) on May 8, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
HAVO Water Distribution System	**OI-PI-15-0259-I**
Reporting Office	**Report Date**
Program Integrity	**March 31, 2015**
Report Subject	
Report of Investigation	

SYNOPSIS

At the request of the Secretary of the Interior, we investigated several allegations related to the potable water system at Hawaii Volcanoes National Park (HAVO), located on the island of Hawaii. The Secretary received a letter from the Office of Special Counsel (OSC), dated February 5, 2015, outlining concerns from a whistleblower that HAVO officials did not act on deficiencies noted in a December 2013 National Park Service (NPS) environmental health survey of the park and its water system, and that their inaction potentially presented a danger to public health.

We visited HAVO and interviewed 10 current and former park employees, most of whom worked for the (b) (7)(C). We also spoke with HAVO's (b) (7)(C) officials with the State of Hawaii's Department of Health who had oversight responsibilities related to HAVO's potable water system, and employees with NPS' Office of Public Health. Further, we reviewed relevant NPS policies, historical records and inspections, and emails, and we conducted a site visit of HAVO's water system. We focused our investigation on the overall deterioration of the water system, problems with the installation and maintenance of equipment used to prevent drinking water contamination, and the insufficient number of HAVO staff members certified in water treatment.

We found that deficiencies pertaining to HAVO's water system, some of which were highlighted in the December 2013 survey, were still uncorrected. Although, based on our interviews, there does not appear to be an immediate threat to public and employee health, our investigation established that the OSC whistleblower raised credible concerns regarding the long-term safety of the water system and certain violations of NPS regulations and policies. We found that the issues raised by the complainant have been longstanding, and NPS management and health officials are aware of them. It appears, however, that neither HAVO officials nor NPS are acting with a sense of urgency to correct the deficiencies and reduce the risks.

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We are providing a copy of this report to the Secretary of the Interior for any action deemed appropriate.

DETAILS OF INVESTIGATION

We initiated this investigation on February 25, 2015, after receiving a memorandum from U.S. Department of the Interior [redacted] (b) (7)(C) (**Attachment 1**). The memorandum, dated February 23, 2015, forwarded allegations from the U.S. Office of Special Counsel (OSC) that Hawaii Volcanoes National Park (HAVO) officials may have violated laws, rules, or regulations and engaged in gross mismanagement, resulting in a danger to the public's health (**Attachment 2**).

A February 5, 2015 letter from OSC to Secretary of the Interior Sally Jewell explained that a December 2013 environmental health survey, conducted by the National Park Service's (NPS) Office of Public Health, identified serious deterioration, requiring repairs and maintenance, in HAVO's water supply system. The letter stated that, according to a whistleblower, the deficiencies outlined in the survey had gone uncorrected, presenting a danger to the health of the park's visitors, which number 1.5 million in an average year.

The OSC letter outlined the following concerns related to the potable water system at HAVO:

- The water supply system had recently suffered a number of major breaks, potentially attributable to the system's age. Water storage tanks were also showing signs of corrosion.
- Backflow preventers—components of the drinking water supply system that are needed to prevent contamination—were allegedly either missing or in disrepair, and were not being tested annually by a certified inspector.
- Individuals listed as certified in water treatment and distribution in the December 2013 survey actually did not have valid licenses at the time of the inspection.

During our investigation, we heard from numerous sources about the seriousness of these issues. We therefore focused our investigation on the overall deterioration of the water system, the issues with backflow preventers, and the insufficient number of HAVO staff members certified in water treatment.

The OSC letter also highlighted other issues of concern from the survey's observations, including HAVO's water collection and storage site not having a locked security gate, and berms around HAVO's water catchment ponds not being high enough to prevent runoff from a nearby road. We examined these concerns, as well as others brought to our attention during interviews.

Deteriorated Water System

HAVO, located on the island of Hawaii, has a rain shed water collection system that was first constructed in 1924, 8 years after the park was created (**Attachments 3 and 4**). The system originally relied solely on a roof catchment system where water drained from the roofs of rain sheds into redwood storage tanks. Between the 1930s and the 1950s, the park added an underground concrete reservoir, a pumphouse, and pipelines. Steel water tanks, a chlorination unit, a ground catchment pond, and a new rain shed were later installed.

The NPS Office of Public Health conducts yearly surveys of the drinking water at HAVO as well as other national parks (**Attachment 5**). The program is primarily staffed by commissioned officers detailed to NPS from the U.S. Public Health Service.

On December 2, 2013, Public Health Service (b) (7)(C) conducted an environmental health survey at HAVO (see Attachment 3). As part of his survey, he examined the park's water systems, wastewater systems, and food safety. His survey report highlighted numerous issues with HAVO's water systems, one of which was that the distribution system had recently experienced several major breaks, potentially due to its age. The survey report stated that HAVO needed to consider replacing the distribution system to prevent future breaks and save water, and that HAVO's water storage tanks had corrosion.

As outlined in NPS Director's Order 83, NPS managers are required to "reduce the risk of waterborne disease and provide safe drinking water to employees, the visiting public, and park partners by assuring that drinking water systems are properly operated, maintained, monitored, and deficiencies promptly corrected" (**Attachment 6**).

We interviewed the OSC whistleblower about the state of HAVO's water system (**Attachment 7**). He stated that overall the system's infrastructure was "very dilapidated." The water system had distribution and pressure pumps that were critical to the system, he said, but they were failing and past their life expectancy. New high-density polyethylene (HDPE) pipes had also been purchased years before to replace existing pipes, but had never been installed, he said. The whistleblower said that HAVO (b) (7)(C) was aware of the water system issues but instead chose to fund issues of cultural or "natural" concern, such as endangered species.

We interviewed (b) (7)(C) who conducted environmental health surveys at HAVO in February and December 2013 (**Attachment 8**). During the December 2013 visit, he said, HAVO Civil Engineer and (b) (7)(C) hosted him. When asked about his finding that HAVO's water distribution system had experienced recent major breaks and needed replacement, (b) (7)(C) said that waterline breaks were common in older water systems like the one at HAVO. He explained that if not repaired, these breaks could have a negative impact on the water supply, such as the introduction of dirt and contaminants. At the time of his survey, he said, HAVO staff indicated that replacing the distribution system had been discussed, but he did not know if further action had been taken.

(b) (7)(C) acknowledged that he had found corrosion on the outsides of the water storage tanks (Figure 1) and that the tanks had not been cleaned in recent years. He said that some of the water tanks at HAVO were being repainted at the time of his survey, and HAVO was planning to repaint the others. He said he also saw sediment buildup in the tanks, which was more of a maintenance issue than a health issue, and that this was common throughout the national park system.

Figure 1. Corrosion on the exterior of a water storage tank. Source: Office of Inspector General (OIG).

According to (b) (7)(C) he found nothing specific during his survey that would result in a risk to public health, but he added that there were "always chances" that something could occur in a water system. (b) (7)(C) said that HAVO's water distribution system needed to be upgraded and a few other issues corrected, but he routinely observed similar conditions in water systems among the parks he visited and surveyed.

On March 2, 2015, we accompanied (b) (7)(C) as he hosted (b) (7)(C), U.S. Public Health Service, on the Office of Public Health's most recent environmental health survey at HAVO (**Attachment 9**). During his survey, (b) (7)(C) noted some deficiencies and recommended improvements but stated that overall HAVO's water system operations were good.

During our investigation, we interviewed 10 current and former HAVO employees and officials, who either worked in the park's (b) (7)(C) or were (b) (7)(C) (b) (7)(C) regarding the state of the park's water system (**Attachments 10 through 20**). Many described the water distribution system as old, deteriorated, and in need of replacement. Employees also confirmed the OSC whistleblower's statement that replacement pipes had been purchased years ago but never installed.

We interviewed (b) (7)(C) who, in addition to being HAVO's (b) (7)(C) is a (b) (7)(C) in the Public Health Service (see Attachment 17). He said that he served as the (b) (7)(C) on HAVO's water system and prioritized projects involving the infrastructure. (b) (7)(C) explained that the main water-related problem that HAVO needed to address was the replacement of the failing distribution system. The system was 30 years old, he said, and was stressed further by the caustic environment created by the park's volcano. Efforts to adjust the water's pH had damaged the inside of the system's pipes, and they were heavily tuberculated (filled with iron scale) (Figure 2). In addition, because the pipes were aboveground, many of the joints and valves were failing, he said.

Figure 2. An example of a tuberculated pipe at the park, although this particular pipe was not in use. Source: OIG.

The water storage tanks at HAVO were also problematic, (b) (7)(C) said, because they had exceeded their life expectancy. A project to repair and repaint the tanks was underway, but would not be completed until approximately 2020.

In 2013, (b) (7)(C) said, two leaks occurred after pipes in the system cracked. He explained that this was a problem because of the potential for cross-contamination. Because the system lost pressure when these cracks occurred, adjacent groundwater with bacteriological components could have entered the system through the cracks. Before he arrived at HAVO in (b) (7)(C) said, his predecessor had replaced a portion of the water supply system; approximately 3,000 feet of pipe between the housing area and the research area was replaced with buried HDPE pipe. HDPE pipes left over from this project were stacked near the rain shed (Figure 3).

Figure 3. Stacks of unused pipes. Source: OIG.

(b) (7)(C) stated that while the water system clearly needed repairs, it did not pose an imminent danger to health and safety. He noted that HAVO was competing with many other NPS facilities for funding. Given that any repairs to the distribution system would be made in phases, it would be many years before the entire system could be replaced. The next phase might be funded in 2017, he said. (b) (7)(C) estimated that replacing the entire system all at once would cost approximately $4 million.

(b) (7)(C) stated that HAVO's facilities manager was responsible for ensuring that water system deficiencies were corrected; this position had been vacant for 18 months and was being temporarily filled by acting managers, but a new hire for the position was set to start work in April 2015. (b) (7)(C) believed that the duration of the position vacancy had exacerbated problems with the water system.

We interviewed HAVO Maintenance Mechanic (b) (7)(C), the (b) (7)(C) of the park's water treatment and distribution systems (see Attachment 13). (b) (7)(C) explained that the biggest issue with HAVO's water system was that much of the galvanized steel piping was very old and subject to corrosion inside. He said that it was also difficult to keep the necessary amount of chlorine, known as the "residual," in the tanks to prevent bacteria growth. He explained that he had to add a good deal of chlorine at the top of the water tanks in order for the bottom to have enough chlorine, which was problematic because chlorine tended to react with the metal in the pipes.

(b) (7)(C) confirmed that due to the age of the system, breaks were occurring in the water lines, causing water to be lost. He said that HAVO employees fixed breaks as the breaks were discovered. Another problem, he said, was potential damage to the larger 8-inch pipes when earthquakes occurred. During earthquakes, he said, it was possible for the shaking to cause pipes to pull out of their sleeves and for bolts to break.

(b) (7)(C) said that replacing the piping system would be an expensive endeavor. He also mentioned the HDPE piping and valves HAVO had purchased, saying that they were never installed due to funding issues and the need for permission to dig in the park.

We interviewed (b) (7)(C) supervisor, Buildings and Utilities (b) (7)(C), who had recently become the acting (b) (7)(C) (see Attachment 15). According to (b) (7)(C) the aging pipeline was the most severe problem with HAVO's drinking water. "It is to the point where we're just one big earthquake away from having a catastrophic failure on our pipelines because it hasn't been maintained," he said. (b) (7)(C) said that earthquakes happened at HAVO every day, and one with a magnitude of around 7 could severely damage the water system. According to (b) (7)(C) the last major break or leak in the water system occurred in approximately 2013.

Like (b) (7)(C) (b) (7)(C) stated that not having a permanent facilities manager to serve as an advocate for getting funding for necessary projects was detrimental to his division. (b) (7)(C) said that there had been a "huge gap in leadership." He said that since (b) (7)(C), the former facilities manager, left, others had filled the position in an acting capacity, including (b) (7)(C) and himself.

We interviewed (b) (7)(C) currently the (b) (7)(C) of NPS' Pacific West Region, who served at HAVO on detail as the acting facilities manager between (b) (7)(C) 2014 and (b) (7)(C) 2015 (see Attachment 16). She opined that the water system at HAVO was in a similar state of repair as those of other parks in the Region. In general, she said, national parks' water systems were very old, required maintenance often, and were very expensive to replace.

We also interviewed (b) (7)(C) who was the HAVO (b) (7)(C) from (b) (7)(C) 2008 to (b) (7)(C) 2014 (see Attachment 19). He said that water system corrosion and deterioration had always been an issue at the park. (b) (7)(C) who had left HAVO to work as the (b) (7)(C) Yosemite National Park, said that NPS had a system-wide problem of antiquated water systems in its parks and that the HAVO water system was comparable to those of other parks.

(b) (7)(C) recalled that HAVO purchased a large quantity of HDPE pipes prior to the Federal Government sequestration in 2011 to have ready in case project funds for pipe replacement became available over time. HAVO was able to replace one critical area of pipe, but most of the pipes had been sitting unused due to an absence of funding. (b) (7)(C) said that he believed (b) (7)(C) knew about the unused pipes because she had seen staff moving them.

(b) (7)(C) stated that the quality of the park's water was good and that she was not aware of any problems regarding the water system (see Attachments 10 and 11). She acknowledged that HAVO did have older pipes but said that the steel tanks were in good shape, other than occasional corrosion. She said that she was not aware of any new pipes that had been purchased but not installed. According to (b) (7)(C) HAVO had replaced some of the piping at one point, and it had submitted a work order to replace the rest in four phases. She said that the second phase of the pipe replacement, which was considered a "big-ticket item," was slotted to receive national funding from NPS between 2017 and 2021. (b) (7)(C) explained that she had no control over the funding for such projects because they were funded outside HAVO, adding that the NPS regional and national offices prioritized these projects and decided how to distribute funds.

When asked if she could have done anything to ensure that the pipe replacement project was funded faster, (b) (7)(C) stated that, short of a catastrophic failure of the water system, there was nothing she

could have done to make the project a higher priority. She also stated that if a determination was ever made that HAVO needed to replace the entire water system at one time, the cost would be substantial. (b) (7)(C) said that she would have received a copy of the December 2013 Office of Public Health survey report after it was issued, stating that the Maintenance Division normally addressed the issues identified in these surveys. Although the Office of Public Health did not check progress on its survey observations until the next survey, she said, the park continued to monitor issues and take corrective actions. She said that all of the issues identified in the December 2013 survey were being addressed in some way, whether the project had been identified and developed or had actually obtained funding.

(b) (7)(C) stated that HAVO's Maintenance Division was severely underfunded with regard to personnel operating costs, which she said was not unique to HAVO. She said that after sequestration began in 2011, all budget requests for base increases, which would have been applied to staffing levels, were cut. Since this time, she said, funding the Maintenance Division had been HAVO's highest priority. She stated that HAVO was set to receive a $300,000 base increase this year, and the money had been earmarked for hiring seasonal staff.

(b) (7)(C) provided the following information outlining the appropriated funding that HAVO has received, and the Maintenance Division portion, from fiscal years (FYs) 2012 to 2015 (Figure 4). She said that in addition to this money, the Maintenance Division normally received another $1 million from other funding sources each year.

Funding Category	FY 2012	FY 2013	FY 2014	FY 2015
HAVO Total	$7,407,600	$6,886,145	$7,156,440	$7,422,487
Maintenance Division's Portion	$2,064,795	$1,833,773	$2,039,296	$2,113,700

Figure 4. HAVO's appropriated funding, FYs 2012 to 2015.

(b) (7)(C) denied favoring cultural or natural projects at HAVO over maintenance projects. She said that HAVO had some discretion over which projects to propose for funding from fees collected by the park, which had to be approved at the NPS regional and national level. She acknowledged that maintenance projects were not often funded with this money because the Maintenance Division had access to funds that other programs did not. She said that museum exhibits and trails projects were examples of project types that had received money from park fee collection.

Backflow Preventers

According to NPS Reference Manual 83A2, piping systems with "cross connections"—that is, piping arrangements where potable and nonpotable water may connect—could create "backflow" (**Attachment 21**). Backflow in a water system occurs when a loss of pressure in the system causes the reversal of the water's flow; in pipe systems where potable and nonpotable waters may connect, backflow can cause contaminated or nonpotable water to be drawn into drinking water. NPS's policy states that water service to any premises must be discontinued if a backflow prevention assembly is not in place where required, and backflow preventers must be inspected at least once a year by a certified inspector. According to the OSC whistleblower, HAVO's water system did not have backflow preventers, and no one at the park was trained in backflow prevention (see Attachment 7).

The NPS Office of Public Health's December 2013 survey noted that HAVO's backflow preventers were not being tested annually by a certified inspector (see Attachment 3). The survey also noted that the sprinkler system at HAVO's Jaggar Museum did not have a backflow preventer, and the park's Volcano Observatory did not have the specific type of backflow preventer required for the facility.

(b) (7)(C) stated that at the time of the survey, HAVO did have backflow preventers (Figure 5), but no one on staff was certified to inspect them annually (see Attachment 8). In addition, HAVO had no documentation to show that the assemblies were being inspected. He explained that most parks did not have staff certified for backflow systems, so they contracted out the annual inspections. (b) (7)(C) said that to the best of his knowledge, all locations at HAVO that required backflow assemblies had them in place, aside from the museum, which needed one to keep stagnant water from the sprinkler system from getting into the drinking water.

Figure 5. An example of the backflow preventers at HAVO. Source: OIG.

During our interviews with HAVO facilities and maintenance staff, we were informed that the park did, in fact, have the required backflow preventers in all areas but two—the sprinkler system at the Jaggar Museum and at the Volcano Observatory (see Attachments 13, 15, 17, and 19). In addition, we were informed that there had been at least a 1-year period between when the previous backflow preventer inspector left the park and when (b) (7)(C) became certified to do the work. While not all staff believed these issues constituted a safety hazard, the consensus was that the devices needed to be installed and inspected.

During his interview, (b) (7)(C) explained that HAVO had 11 reduced-pressure backflow preventers and a double-check valve (another type of backflow prevention device) installed at various points in its water system (see Attachment 13). He confirmed that HAVO's Jaggar Museum did not have the required backflow preventer. He said that this was not an imminent safety threat to the public, but it would be "bad PR" for HAVO if a drinking fountain at the park were to begin "putting out black water."

(b) (7)(C) also mentioned the Volcano Observatory's laboratory. He said that the potential for chemical contamination existed there because, although the faucets themselves had siphon breaks to prevent backflow, the lab did not have the reduced-pressure backflow preventer that the Environmental Protection Agency (EPA) required. Again, he said, this did not necessarily represent an imminent threat to public health, but there was a potential risk to users of the water.

(b) (7)(C) did not know who was testing the backflow preventers before he started doing so in 2014, nor did he know where the records of such tests would be kept. He said that when he tested the backflow preventers, they were in good condition.

During his interview, (b) (7)(C) acknowledged that the 2013 survey observation about backflow preventers had taken a long time for the park to address (see Attachment 17). He agreed that it was a requirement that backflow preventers be in place, and it was a "failure" for HAVO not to have one. He stated, however, that the backflow issues were "not a grave concern" because the water was tested continually for bacteria.

(b) (7)(C) also acknowledged that HAVO did not have any records of annual backflow inspections that occurred before (b) (7)(C) was certified to do them. (b) (7)(C) said that HAVO was currently adopting a cross-connection control program, which would list all of the backflow preventers and identify their annual inspection requirements as required by NPS Reference Manual 83A1. He also stated that the backflow preventer issues at the observatory and museum would be addressed by July 2015.

(b) (7)(C) confirmed that HAVO was "written up" in the December 2013 survey for the backflow preventer issue (see Attachment 15). He believed that a former HAVO employee named (b) (7)(C) had held a backflow certification, but (b) (7)(C) retired the year before (b) (7)(C) obtained his certification in 2014. According to (b) (7)(C) HAVO had no records that (b) (7)(C) had conducted the annual reviews of backflow preventers. The period of time that elapsed between (b) (7)(C) leaving and (b) (7)(C) being certified may have been about a year to a year and a half, (b) (7)(C) stated.

According to (b) (7)(C) samples of the park's water went to the State of Hawaii Department of Health twice a month for bacteria testing. He recalled one sample from HAVO that was "suspect," so another sample was taken, which came back clear. (b) (7)(C) believed the first sample may have been contaminated from dust in the air.

(b) (7)(C) stated that when he was the (b) (7)(C) at HAVO, he knew that the absence of a backflow preventer could potentially be a safety issue (see Attachment 19). He said that the need for a backflow preventer at the observatory was a high enough priority that a project was initiated for it. He stated, however, that the issue was never brought up to him as a major public health and safety concern, nor was he told that the installation had to happen immediately. Regarding the lapse in backflow preventer testing between (b) (7)(C) retirement and (b) (7)(C) certification, he acknowledged that HAVO had not met this requirement.

We asked (b) (7)(C) why the backflow preventer issues highlighted in the December 2013 survey had not been addressed (see Attachment 11). (b) (7)(C) said she had been told that the equipment to fix the problem had been ordered, but she was not sure when this occurred. She explained that other projects outlined in the survey were deemed a higher priority than the backflow preventers, including painting the water tanks to prevent corrosion and replacing the distribution system pipes. She said that no one had brought up the backflow preventer issues as a major safety problem that needed to be immediately

addressed, aside from it appearing in the survey. She said that if the issues had to be fixed right away and the Office of Public Health had communicated this, the park would have made them a higher priority.

We interviewed (b) (7)(C), an environmental health specialist with the State of Hawaii Department of Health, who assisted the park with its bimonthly testing for bacteria (**Attachment 22**). She said that since she began working at the Department of Health in 2003, the test results for HAVO had never come back positive for any bacteria.

Insufficient Water Treatment Certifications

According to NPS Reference Manual 83A1, all parks that operate public drinking water systems must have certified operators as required by the parks' primacy agency (**Attachment 23**). Parks must also designate backup operators who have adequate training and skills to operate the system when the primary operator is not available. The manual also recommends equivalent backup operator certification and training, and equivalent certification of backups may be required by primacy agencies.

Four levels of certification, with progressively higher degrees of responsibility, are attainable for operators of water treatment systems and water distribution systems. While the NPS Office of Public Health December 2013 survey did not reference any issues with HAVO water system operators' certifications, the OSC whistleblower stated that individuals listed on the survey as having specific certifications to operate the water treatment and water distribution systems did not hold those certificates (see Attachments 2, 3, and 7). The whistleblower also stated that (b) (7)(C) was HAVO's only water treatment plant operator with a Level 2 certification, which was the minimum certification needed to adjust the water's chlorine levels. He said that (b) (7)(C) had no backup when he was off duty.

The December 2013 survey listed the following HAVO employees as having water system certifications:

- (b) (7)(C): Water Treatment Level 1
- (b) (7)(C): Water Treatment Level 1
- (b) (7)(C): Water Treatment Level 1, Water Distribution Level 1
- (b) (7)(C): Water Treatment Level 2, Water Distribution Level 4
- (b) (7)(C): Water Treatment Level 1

According to HAVO staff, water treatment plant operators with a Level 1 certification are authorized to test chlorine residuals, and those with a Level 2 certification can test the residuals and also adjust the chlorine levels in the water through a meter (see Attachments 12, 13, and 17). We were informed that although the State only required one HAVO employee to have a Level 2 water treatment plant operator certification, HAVO has had problems ensuring the drinking water is being tested and treated every day without having another Level 2-certified employee, as well as more employees with Level 1 certifications. Numerous staff members informed us about a 2013 incident in which a scheduling miscommunication caused 8 nonconsecutive days to go by without anyone testing and adjusting the water's chlorine levels to ensure that the water was safe to drink (**Attachment 24,** and see Attachments 12, 13, 15, 17, 18, and 20). We were not informed of any problems with HAVO having enough staff with water distribution system certifications.

During our investigation, HAVO facilities and maintenance staff, as well as officials with the State of Hawaii Department of Health, also confirmed that (b) (7)(C) and (b) (7)(C) did not have water treatment certifications (**Attachment 25,** and see Attachments 12 through 15, 17). We asked park staff, including (b) (7)(C) why these names were included on the survey as having certifications, but it remains unclear how (b) (7)(C) obtained this information.

(b) (7)(C), a compliance engineer with the Safe Drinking Water Branch of the Hawaii State Department of Health (HAVO's primacy agency for water issues), explained that the water treatment plant at HAVO was classified as a Class 2 plant and the water distribution system as a Class 2 system (see Attachment 25). Based on these characteristics, HAVO was required by the State to have at least one water treatment plant operator with a Level 2 certification and one Level 2 distribution system operator. (b) (7)(C) provided a position paper from the Department of Health supporting this (**Attachment 26**).

(b) (7)(C) said that (b) (7)(C) was directly responsible for managing HAVO's water system, and she confirmed that he held a current Level 2 certification in water treatment plant operations and a Level 4 in water distribution system operations (**Attachment 27**). (b) (7)(C) also said that Vehicle Operator [redacted] and another HAVO employee, (b) (7)(C), held Level 1 water treatment plant operator certifications, and that (b) (7)(C) held a Level 1 distribution system operator certification (**Attachments 28 and 29**).

(b) (7)(C) said that HAVO met all water-related certification requirements imposed by the State. She further explained that the State did not require additional certifications for employees acting in a "backup" capacity, and that as long as (b) (7)(C) remained in the State of Hawaii, other operators, such as (b) (7)(C) could manage and operate the water system under (b) (7)(C) direction. If (b) (7)(C) left the State for any period of time, however, HAVO needed to have a backup with a Level 2 certification in water treatment plant operations. (b) (7)(C) said that, based on his certifications, (b) (7)(C) was permitted to make daily process-control decisions related to the water system.

During his interview, [redacted] acknowledged that (b) (7)(C) [redacted] and (b) (7)(C) did not hold Level 1 water treatment certifications, although the survey reported that they did (see Attachment 17). He did not know how these names came to be included in the survey. He said that those individuals had attended training that qualified them to take an examination for the Level 1 certification, but at the time of the survey, none had passed the actual exam.

[redacted] stated that (b) (7)(C) as a Level 2 water treatment plant operator, could adjust the chemical injection pump that chlorinated the water, but (b) (7)(C) who only had a Level 1 certification, could not. [redacted] felt that (b) (7)(C) and (b) (7)(C) were doing a good job producing potable water at the park; however, the incident in 2013 where the chlorine testing was not being done was a "red flag." [redacted] stated that during this incident, the chlorine residual level was unknown, and if the residual got too low, the bacteria in the water would not be destroyed. He said that although he did not believe the incident created a major health issue due to the general quality of the water at HAVO, the gap in testing was cause for concern. He said there was a "clear indication" that something was not being managed correctly.

We also interviewed (b) (7)(C), (b) (7)(C) of the Engineering Section, Safe Drinking Water Branch, Hawaii State Department of Health (**Attachment 30**). He said that he was aware of the 2013 gap in the daily water testing at HAVO. He explained that the risk of a water-testing gap was that

a contaminant could possibly enter the water system undetected. In response to the 2013 incident, (b) (7)(C) said, he reviewed HAVO's water data both before and after the gap and determined that it did not result in any harm to the park's water supply. He said that he notified HAVO of his finding and that he considered the matter closed.

(b) (7)(C) stated that he and (b) (7)(C) were licensed to mix the chlorine and test residuals (see Attachment 13). (b) (7)(C) explained that he had a chart for (b) (7)(C) to follow, so (b) (7)(C) could do what was needed even if (b) (7)(C) was not available to help him. He explained that he lived (b) (7)(C) from HAVO and (b) (7)(C) had his cell phone number if the readings showed problems with the water.

We asked (b) (7)(C) if he had ever been far away from work or unavailable to supervise the water treatment. He explained the 2013 gap in testing, stating that in August or September 2013, he had gone to a (b) (7)(C) on the U.S. mainland and then had (b) (7)(C), so he was unexpectedly away from work for 2 weeks. During that time, he said, there were periods where no chlorine readings were taken, nobody was testing the water's turbidity (that is, the amount of particles in the water), and the system was running automatically with nobody monitoring it (**Attachment 31**). (b) (7)(C) stated, however, that enough residual chlorine was in the water system during this time for the water to still be drinkable.

(b) (7)(C) said that after these scheduling issues occurred, the Maintenance Division created a schedule where employees would note their leave and availability (see Attachment 13). Nevertheless, he said, if there were a medical emergency and he and (b) (7)(C) were both out for an extended period, the park would be "screwed." (b) (7)(C) said that he had asked for more certified operators who could step in as backups, but other HAVO employees did not want to obtain the certifications because doing so would require a great amount of effort but yield no additional compensation.

We interviewed (b) (7)(C) who stated that he normally conducted work related to the park's water operations on weekends and holidays, when (b) (7)(C) was off (see Attachment 12). According to (b) (7)(C) the only difference between (b) (7)(C) and him was that (b) (7)(C) could adjust the chlorine solution meter, and he could not. (b) (7)(C) stated, however, that he sometimes prepared the solution. When asked what he did when (b) (7)(C) was away and the meter had to be adjusted, (b) (7)(C) said that normally (b) (7)(C) had everything ready for him, so he had no need to touch the meter.

(b) (7)(C) believed that not enough people at the park were certified to treat and operate HAVO's water system, and he believed that more park staff would be interested in obtaining certifications if they received an increase in pay. He stated that the certification exam was not easy.

When asked about the 2013 gap in chlorine residual testing, (b) (7)(C) said that he actually found the gaps in the logbook when (b) (7)(C) was out sick. He believed that (b) (7)(C) was responsible for the scheduling incident, explaining that (b) (7)(C) had never informed anyone that (b) (7)(C) was sick.

(b) (7)(C) acknowledged that in 2013, HAVO had to report to the State that it did not have water operator coverage for a period of time (see Attachment 15). He said that the gap occurred because of a miscommunication about which of the operators would be unavailable. According to (b) (7)(C) if the park had to treat water and (b) (7)(C) was not available or there was an emergency, HAVO would be able to contract the work out, but the park had enough water storage capacity to keep going for up to 30 days.

(b) (7)(C) also stated that the exam to become a certified operator was difficult to pass. He said that HAVO was sending staff to refresher classes and offering practical experience so that staff could take

and pass the exam, but at that time, none had been able to pass it. [redacted] said that he had not considered obtaining the certifications himself because he was close to retirement age. [redacted] and [redacted] both stated that, in addition to the incident in 2013, other gaps in testing had occurred. When we first spoke to [redacted] he said that he had been asked to fill in false numbers on the chlorine residual logs for a missed day, when no test had actually been performed. He initially declined to name who asked him to do this, fearing "backlash." When we contacted him again about this issue, he stated that [redacted] had occasionally asked him to "write something in" in the logbook when a test had not been performed, but he always refused.

During his interview, [redacted] denied directing anyone to write in a test result when no test had been taken, stating that this would be considered "falsification of records" (see Attachment 15). He said that there was no reason to falsify test results because if a gap occurred, the park would "just report it" to the State.

We also asked [redacted] if he had ever been asked to falsify a logbook entry, and he said he had not (see Attachment 13). He acknowledged that he had seen blank entries in the logbook upon returning from leave, which indicated a gap in testing, but he had never heard of anyone being asked to falsify test data in the logbook.

Other Water Issues

In addition to the deterioration of the water system, the backflow preventer issues, and the certification issues, the following problems were brought to our attention during our investigation.

Water Tank Hatch Issues

During his interview, the OSC whistleblower stated that he had seen pictures of open or improperly sealed hatches on the tops of potable water tanks (see Attachment 7). He believed that this left the tanks vulnerable to rats getting in. HAVO staff later informed us that when the hatches were fixed, they were sealed improperly with silicone (see Attachments 12 and 13).

According to [redacted] when new hatches were being installed on one of the tanks, the contractor did not install gaskets in the hatches, which left the tanks vulnerable to contamination—a condition, he said, that lasted approximately 9 months (see Attachment 13). He said that he reported this issue to [redacted] who was overseeing the contractor, but [redacted] wanted to use the issue as "leverage" with the contractor. Eventually, he said, the contractor returned and repaired the hatches, but the hatches were sealed with silicone, which was not approved for that purpose (Figure 6). He explained that silicone could also contaminate the water in the tanks.

Figure 6. An access hatch sealed with silicone (visible on the lower right edge of the hatch's frame). Source: OIG.

(b) (7)(C) said he knew that there were openings between the hatch frames and the top of the tank from November 2013 until August 2014, and explained that a contractor had not installed gaskets in the hatches (see Attachment 17). He explained that disputes arose with the contractor over a change order, the contractor walked off the job, and the improperly installed hatches did not get fixed. (b) (7)(C) did not believe that the issue was serious because the park's rainwater, which was known to have zero bacteriological component, could only enter the openings in small quantities. He said the openings themselves were small—perhaps big enough for mice or insects to get through. When we asked (b) (7)(C) why the issue was not fixed right away, he stated: "It was not a concern." He said that when the State Department of Health found out about the issue, he was contacted, and he ensured that the openings were fixed within a day or two.

We asked (b) (7)(C) about the reports that the silicone used to seal the hatches was not safe, and he replied that silicone was not a contaminant, and using it as a temporary sealant was a nonissue. When asked, he acknowledged that he tried to use the hatch issue as leverage during disputes with the contractor, telling the contractor: "There is a serious concern here. . . . You need to get back on site and get this work done."

On July 17, 2014, the State of Hawaii Department of Health, Safe Drinking Water Branch, conducted a sanitary survey at HAVO and noted the openings between the hatch frame and the roof of the water tank (**Attachment 32**). (b) (7)(C) explained that these openings could allow the introduction of foreign materials into the stored water (see Attachment 30). When informed that HAVO reportedly used silicone to correct the deficiency, he said that he did not consider this to be a problem because the silicone was on top of the tank and thus was not in direct contact with the drinking water supply.

Water Site Security Gate

The February 5, 2015 letter from OSC to Secretary Jewell noted that the December 2013 Office of

Public Health survey found that HAVO's water collection and storage site had no locked security gate around it (see Attachment 2).

(b) (7)(C) stated that public health consultants always recommended that water collection and storage sites be secured, but he did not know whether security was required by regulations (see Attachment 8).

[redacted] stated that there was a lockable security gate around the water collection and storage site, but it was kept open during the day and was only locked at night (see Attachment 17). He said that he would prefer to have an automated security gate to keep unauthorized people out of the area, and explained that he asked (b) (7)(C) to include that issue in the December 2013 survey because he wanted to obtain funding for the project.

(b) (7)(C) said that an automated gate was set to be installed at the water collection site in FY 2015 (see Attachment 11).

Raw Water Ponds

The letter from OSC to Secretary Jewell noted that the December 2013 survey found that berms surrounding HAVO's water catchment ponds were not high enough to prevent runoff from a nearby road from entering the ponds (see Attachment 2).

(b) (7)(C) stated that while driving around the water collection ponds at HAVO during his December 2013 survey, he noted that water from the road was splashing into the ponds (see Attachment 8). He did not know if these berms had a recommended or required height, but he said that water entering the ponds meant that more chemicals would be needed to treat the water before it could be distributed. His report recommended that HAVO raise the berms to a height that would prevent the introduction of water from the roadway.

During (b) (7)(C) survey in March 2015, [redacted] stated that the berms around the pond were now 6 inches high to address this concern (see Attachment 9). The pond's liner would be replaced in the next few months, he said, at which point 8-inch berms would be installed.

Wastewater System Operator

The letter from OSC to Secretary Jewell also noted that the December 2013 survey found that HAVO did not have a certified wastewater operator (see Attachment 2).

None of the people we asked about this matter believed that HAVO was required to have an employee certified in wastewater operations, given that the function was contracted out (see Attachments 15 and 17).

With regard to HAVO's wastewater collection and treatment requirements, (b) (7)(C) said that the park did have wastewater collection systems, in the form of several small septic tanks, but did not have any wastewater treatment operations (**Attachment 33**). He explained that HAVO held a discharge permit for wastewater collection pursuant to the National Pollutant Discharge Elimination System and was therefore required to conform to any certifications required by the State of Hawaii (as EPA's primacy agency). He did not believe that the State of Hawaii required someone at HAVO to be certified in wastewater collection.

(b) (7)(C) also referred to NPS Reference Manual 83B1, "Wastewater Systems," which he said required certifications in wastewater only when the State required one; in the absence of a State requirement, the manual recommended that someone be "adequately trained" to operate the system. He said that he interpreted this to mean that HAVO should have someone on staff who was generally knowledgeable of the park's wastewater systems; that is, someone who knew where the septic tanks were located, knew how to access them, and knew how to determine if they needed to be serviced. (b) (7)(C) said that he believed HAVO met this recommendation because (b) (7)(C) had clearly demonstrated that he was knowledgeable about HAVO's septic systems.

DISPOSITION

We are providing a copy of this report to the Secretary of the Interior for any action deemed appropriate.

ATTACHMENTS

1. February 23, 2015 memorandum from (b) (7)(C) to Mary Kendall.
2. February 5, 2015 letter from the Office of Special Counsel to Secretary Jewell.
3. December 2013 NPS Office of Public Health survey.
4. Historic American Engineering Record on HAVO water collection system.
5. NPS Office of Public Health website information page.
6. NPS Director's Order 83.
7. IAR – Interview of OSC whistleblower on February 23, 2015.
8. IAR – Interview of (b) (7)(C) on February 25, 2015.
9. IAR – Site Visit of HAVO Water Distribution System on March 3, 2015.
10. IAR – Interview of (b) (7)(C) on March 4, 2015.
11. IAR – Interview of (b) (7)(C) on March 26, 2015.
12. IAR – Interview of (b) (7)(C) on March 6, 2015.
13. IAR – Interview of (b) (7)(C) on March 4, 2015.
14. IAR – Interview of (b) (7)(C) on March 5, 2015.
15. IAR – Interview of (b) (7)(C) on March 6, 2015.
16. IAR – Interview of (b) (7)(C) on March 10, 2015.
17. IAR – Interview of (b) (7)(C) on March 5, 2015.
18. IAR – Interview of (b) (7)(C) on March 6, 2015.
19. IAR – Interview of (b) (7)(C) on March 10, 2015.
20. IAR – Interview of (b) (7)(C) on March 5, 2015.
21. NPS Reference Manual 83A2.
22. IAR – Interview of (b) (7)(C) on March 9, 2015.
23. NPS Reference Manual 83A1.
24. Chlorine residual logbook entries showing gaps in testing.
25. IAR – Interview of (b) (7)(C) on March 5, 2015.
26. Position paper from the Hawaii Department of Health.
27. Copy of (b) (7)(C) certifications.
28. Copy of (b) (7)(C) certifications.
29. Copy of (b) (7)(C) certifications.
30. IAR – Interview of (b) (7)(C) on March 5, 2015.
31. IAR – Site Visit of HAVO Water Distribution System on March 9, 2015.
32. July 17, 2014 Hawaii Department of Health sanitary survey.
33. IAR – Interview of (b) (7)(C) on March 24, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Potential Lobbying of (b) (7)(C) of CNMI by USGS Employee	OI-PI-15-0403-I
Reporting Office	**Report Date**
Program Integrity Division	September 3, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

We initiated this investigation based upon a complaint from (b) (7)(C) U.S. Geological Survey (USGS), that (b) (7)(C), USGS, solicited (b) (7)(C), Commonwealth of the Northern Mariana Islands (CNMI), to use his ((b) (7)(C)) influence to obtain funding for seismic and volcanic monitoring at Pagan Island.

Our investigation determined that (b) (7)(C) received a letter of reprimand by USGS on (b) (7)(C), 2015, from (b) (7)(C), USGS, for engaging in unauthorized soliciting of an elected official by sending an email to (b) (7)(C). After a review of the reprimand and the supporting documentation we determined the USGS took the appropriate action. We closed this case without further action.

DETAILS OF INVESTIGATION

We initiated this investigation based upon a complaint from (b) (7)(C) U.S. Geological Survey (USGS), regarding an email sent by (b) (7)(C), (b) (7)(C) USGS, to (b) (7)(C) of the Commonwealth of the Northern Mariana Islands (CNMI). We interviewed (b) (7)(C) **(Attachment 1 and 2)**, who provided a copy of the email, dated February 1, 2015, in which (b) (7)(C) allegedly solicited [redacted] to use his influence to obtain funding for seismic and volcanic monitoring at Pagan Island **(Attachment 3)**.

After receiving (b) (7)(C) complaint, we learned that (b) (7)(C) had received an official written reprimand from USGS for sending the email **(Attachment 4)**. We reviewed a copy of the letter of

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

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reprimand, dated (b) (7)(C), 2015, in which (b) (7)(C) was reprimanded for engaging in unauthorized soliciting of an elected official. The letter of reprimand was prepared by (b) (7)(C) supervisor, Dr. (b) (7)(C), USGS. (b) (7)(C) noted in the letter of reprimand that (b) (7)(C) email to (b) (7)(C) cited a "lack of necessary funding to properly conduct a volcano monitoring program at Pagan continues to be a problem." (b) (7)(C) noted that although not stated explicitly, (b) (7)(C) email gave the appearance of inappropriate soliciting of an elected official and (b) (7)(C) use of the word "we" inferred that he represented USGS. (b) (7)(C) credited (b) (7)(C) with submitting a written apology for his actions which (b) (7)(C) used as a mitigating factor in determining the appropriate penalty.

On June 18, 2015, (b) (7)(C) sent an email to OIG investigators in which he provided an explanation for his actions **(Attachment 5)**. He explained that USGS and CNMI were formal collaborative partners in the monitoring efforts on Pagan Island and other volcanoes throughout CNMI. Further, he stated that USGS had worked closely with CNMI (b) (7)(C) and their appointees and staff in an attempt to establish and maintain viable volcano monitoring. (b) (7)(C) said that his email to (b) (7)(C) was intended to reflect on their accomplishments during a recent visit to CNMI and potential goals for future visits. (b) (7)(C) explained that it was not his intent to ask for funding from (b) (7)(C). Additionally, he said that while his email was not vetted by his supervisors, a violation of USGS communications, it was not his intent to solicit or lobby (b) (7)(C)

SUBJECT

(b) (7)(C), U.S. Geological Survey

DISPOSITION

This investigation is closed in the files of this office. No further investigative action is required or anticipated.

ATTACHMENTS

1. IAR – Interview of (b) (7)(C) on May 29, 2015.
2. Transcript of interview with (b) (7)(C) on May 29, 2015.
3. Email from (b) (7)(C) to (b) (7)(C), dated February 1, 2015.
4. Official Letter of Reprimand, dated (b) (7)(C) 2015.
5. Email from (b) (7)(C), dated June 18, 2015.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C) et al.	OI-VA-13-0215-I
Reporting Office	**Report Date**
Herndon, VA	April 22, 2014
Report Subject	
Report of Investigation	

SYNOPSIS

The Office of Inspector General investigated a complaint concerning former (b) (7)(C) of the U.S. Fish and Wildlife Service's (FWS) Wildlife and Sport Fish Restoration Program (WSFR). The complainant alleged that [redacted] with the approval of WSFR (b) (7)(C), contacted a potential contractor, Paladin Data Systems Corporation, during the bidding phase of an FWS contract to develop the Wildlife Tracking and Report Actions for the Conservation of Species (Wildlife TRACS), a tracking system for WSFR grantees. According to the complainant, [redacted] discussed Paladin's bid presentation with Paladin employees, allowing the company to adjust its bid to better suit FWS' needs. The complainant also alleged that [redacted] and [redacted] wanted to award funds to Paladin in order to gain political influence with Congress and obtain appropriations.

FWS awarded Paladin a delivery order for the Wildlife TRACS project in February 2010 and a contract to develop the public component of Wildlife TRACS (Public TRACS) in September 2011. During our investigation, we found evidence that [redacted] and Paladin worked together to develop the statement of work that FWS used in the request for proposal for the Public TRACS contract. We also found evidence that [redacted] discussed Paladin's bid presentation with Paladin employees during the solicitation phase of the Public TRACS procurement. [redacted] and [redacted] who acted as procurement officials during the award of FWS contracts to Paladin, admitted that they accepted meals and small gifts from company employees, even though Paladin, as an FWS contractor, was a prohibited source. [redacted] also admitted that the Public TRACS solicitation was written in a way that limited the number of potential vendors for the project, and both acknowledged giving preferential treatment to Paladin. We did not substantiate the allegation that [redacted] and [redacted] were involved in awarding funds to Paladin with the intention of gaining political influence or appropriations.

Reporting Official/Title	Signature
(b) (7)(C) / Special Agent	
Approving Official/Title	Signature
(b) (7)(C) / Special Agent in Charge	

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BACKGROUND

The Wildlife Tracking and Report Actions for the Conservation of Species (Wildlife TRACS) system is a web-based reporting and decision support tool. It is used by the U.S. Fish and Wildlife Service's (FWS) Wildlife and Sport Fish Restoration Program (WSFR) to collect data from grantees and track the performance of Federal grant programs that provide funds for natural resource conservation.

Wildlife TRACS consists of two main components, Data TRACS and Public TRACS. Data TRACS is the Federal system of record for WSFR project reporting and tracking, including project descriptions and requirements, and Public TRACS makes selected information from Data TRACS available for public viewing. FWS awarded a delivery order (no. 98210AX072) to Paladin Data Systems Corporation for the Wildlife TRACS project in February 2010 and a contract (no. F11PC00404) to develop Public TRACS in September 2011 (**Attachment 1**).

Relevant Federal Regulations

The following Federal regulations are relevant to this case:

- 5 C.F.R. § 2635.101(b)(8) states: "Employees shall act impartially and not give preferential treatment to any private organization or individual."
- 5 C.F.R. § 2635.202(a)(1) states: "[A]n employee shall not, directly or indirectly, solicit or accept a gift [f]rom a prohibited source." (A prohibited source is defined in 5 C.F.R. § 2635.203(d) as a person or organization that "[i]s seeking official action by the employee's agency" or that "[d]oes business or seeks to do business with the employee's agency.")
- Executive Order 12731, Section 101, "Principles of Ethical Conduct for Government Officers and Employees," states that employees must attempt to avoid any actions that might create the appearance that they are violating the law or ethical standards.
- The Federal Acquisition Regulation (FAR) 3.101-1 states: "Government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none."
- FAR 9.505-2(b)(1) states: "If a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services—or provides material leading directly, predictably, and without delay to such a work statement—that contractor may not supply the system, major components of the system, or the services unless (i) It is the sole source; (ii) It has participated in the development and design work; or (iii) More than one contractor has been involved in preparing the work statement."

DETAILS OF INVESTIGATION

The Office of Inspector General (OIG) initiated an investigation on March 19, 2013, after receiving an anonymous complaint against former WSFR (b) (7)(C) and WSFR (b) (7)(C) (b) (7)(C). The complainant alleged that (b) (7)(C) with (b) (7)(C) approval, contacted Paladin staff during the bidding phase of the contract to develop Wildlife TRACS and discussed the company's bid presentation. (b) (7)(C) input allegedly allowed Paladin to adjust its bid to better suit FWS' needs.

[1] (b) (7)(C) retired from FWS on (b) (7)(C) 2013. FWS rehired him (b) (7)(C) reporting date of (b) (7)(C), 2014 (**Attachment 2**).

According to the complainant, [redacted] and [redacted] wanted to award funds to Paladin in order to gain political influence with Congress and obtain appropriations.

Delivery Order To Develop What Became the Prototype of Wildlife TRACS

FWS awarded a delivery order to Paladin on February 4, 2010, valued at $259,855.79, to develop what became the prototype of Wildlife TRACS. Paladin was to provide IT expertise to help WSFR analyze requirements for, configure, and evaluate a prototype of a web-accessible, map-based information management and decision support tool (see Attachment 1). Work performed under the delivery order was essentially the early phase of the development of Wildlife TRACS.

In May and September 2010, at WSFR's request, FWS modified the delivery order by a total of $255,707.82, bringing the obligation to $515,563.61. Then, in an email dated October 20, 2010, [redacted] wrote to Paladin [redacted] on the subject of another modification, stating: "I think we can get [Paladin] another $300k" (**Attachment 3**).

Our review of the contract file showed that WSFR did try to modify the delivery order again. The modification was prevented on December 1, 2010, by an FWS contracting officer, who determined that Paladin was working outside the scope of the delivery order based on the speed at which the funding was being spent and the fact that the requirements had changed from the original statement of work (**Attachment 4**). [redacted], Paladin's [redacted] confirmed that Paladin had been working outside the scope of the order (**Attachment 5**). He said that Paladin lost approximately $330,000 because the modification was not approved.

A review of travel records revealed that 2 weeks later, on December 14, 2010, [redacted] and [redacted] made a 1-day trip to Seattle, WA, to attend an "emergency meeting" with Paladin (**Attachment 6**). Although [redacted] said he could not recall the specific purpose of the meeting, he admitted that a new contract for the same project had been discussed (**Attachments 7 and 8**). He confirmed that at the time of the trip he had wanted to continue the Wildlife TRACS project with Paladin as the contractor.

Contract To Develop the Public TRACS Component of Wildlife TRACS

[redacted] explained that in early 2011 FWS explored, but ultimately did not pursue, the idea of issuing a sole-source award to Paladin for a new contract (**Attachment 9**). Instead, FWS decided that the contract would be awarded competitively. Although this investigation did not determine exactly how FWS decided against the sole-source option, [redacted] said it had been clear that a sole-source award might have been fraught with political difficulties and would have been no less complicated than a competitive award.

We examined [redacted] Government laptop to see if he had communicated with Paladin during the early stages of the contract development. Our review revealed a document titled "State Wildlife Grants Program," which was created by "Paladin Data" on April 17, 2011, and last modified by [redacted] on April 21, 2011 (**Attachment 10**). We could not determine what modifications [redacted] made to the document, but when we compared this document to the statement of work used in FWS' solicitation for vendor proposals for the Public TRACS system, we found that the two were essentially identical.

[redacted], former Paladin [redacted], said that he did not specifically recall developing a statement of work document for Public TRACS and sending it to [redacted] but he indicated that it was

possible (**Attachment 11**). (b) (7)(C) remembered that he performed research and "had some thoughts" about potential language for a statement of work.

On June 7, 2011, the FWS solicitation was posted to FedBizOpps.gov (see Attachment 1). The response date for interested vendors was June 20, 2011. Only one vendor, Paladin, submitted a proposal.

In a June 29, 2011 email to an FWS contracting officer, (b) (7)(C) wrote that once Paladin was selected as the contractor, (b) (7)(C) wanted to be directly involved in the price negotiation (**Attachment 12**). (b) (7)(C) continued that (b) (7)(C) wanted to hold the price negotiation at Paladin's headquarters and that (b) (7)(C) was "absolutely insistent on this." (b) (7)(C) later wrote to (b) (7)(C) that (b) (7)(C) and another WSFR employee would "take the first crack" at the price negotiation, even though (b) (7)(C) would not have had the authority to communicate with a contractor or to negotiate pricing (**Attachment 13**). (b) (7)(C) recalled that he wanted to be involved in the price negotiation to show that he wanted the contract with Paladin to happen, because he did not wish to start from scratch with a different vendor (see Attachments 7 and 8).

On September 1, 2011, FWS awarded the contract to Paladin for a base year and 4 option years (see Attachment 1). The base award was valued at $393,983.

Our review of the contract file revealed that WSFR chose to incrementally fund the contract through modifications. On September 21, 2011, a contract modification added $450,000 in funding to the award, making the cumulative award total $843,983. Over the next 15 months, the contract was modified five more times, making the total obligation $2,740,833.96. FWS last modified the contract on September 9, 2013, increasing the total funding to $3,006,034.96. During his interview, WSFR (b) (7)(C) insinuated that (b) (7)(C) had been pushing requests for modifications through contracting while bypassing the Budget Administration office (**Attachment 14**).

Preferential Treatment Toward Paladin

Although (b) (7)(C) did not admit to any specific instances of preferential treatment, he and (b) (7)(C) both admitted that they gave Paladin preferential treatment between the end of the delivery order and the award of the Public TRACS contract (see Attachments 7, 8, and 9). (b) (7)(C) said that after the FWS contracting officer told them that the delivery order with Paladin could not be modified further, he "absolutely" wanted Paladin to be awarded a contract so that he did not have to start the Wildlife TRACS project over with a different contractor. He said his goal had been a cohesive data system "built by the same developer."

(b) (7)(C) admitted that when FWS was still considering issuing Paladin a sole-source contract award for the project, he wrote a sole-source justification document and shared it with Paladin. The document included content that was eventually included in the Public TRACS request for proposal solicitation. (b) (7)(C) explained that looking back at how the sole-source justification was developed, it was clear that he and (b) (7)(C) wanted to continue working with Paladin.

(b) (7)(C) also said that the Public TRACS statement of work and contract requirements were not changed when it was decided that the contract solicitation would be competitive (**Attachment 15**). He said that after the delivery order expired, he communicated regularly with Paladin and shared the statement of work and specifics about the contract requirements. When we asked (b) (7)(C) if he had been aware that

[redacted] was collaborating with Paladin to develop the Public TRACS statement of work, he admitted being fairly certain he knew at the time that "that type of stuff" had happened (see Attachments 7 and 8).

Finally, [redacted] acknowledged that the Public TRACS solicitation was written in a way that limited the number of potential vendors for the project (see Attachment 9). He admitted that if certain language had been removed from the solicitation, WSFR would probably have received more offers.

This investigation did not substantiate the allegation that [redacted] and [redacted] wanted to award funds to Paladin so that they might gain political influence or appropriations.

Meals and Gifts From Paladin to FWS Employees Before the Contract Was Awarded

[redacted], WSFR [redacted], recalled making several trips with other WSFR employees, including [redacted] and [redacted] to the State of Washington in 2010 to meet with Paladin employees (**Attachment 16**). The trips featured several events, including a cookout at the property of Paladin [redacted] and [redacted]

[redacted] and [redacted] recalled attending the cookout at [redacted] property in August 2010 (see Attachments 7, 8, and 9). The cookout took place during a trip that [redacted] described as a "full-time sit-down" to lay out the progress Paladin had made while working under the delivery order; [redacted] said they spent at least 2 days systematically going through the Wildlife TRACS project to ensure that Paladin was providing the service WSFR was paying for.

[redacted] admitted that he and [redacted] were "treated" to the cookout. [redacted] confirmed that there was also beer and wine at the event, some of which was provided by FWS employees. In an email to OIG, [redacted] said that Paladin provided hotdogs, hamburgers, and salmon to the six FWS employees who attended the cookout and charged $75.71 to its expense account for groceries (not including the alcohol) for the event (**Attachment 17**). [redacted] stated that each FWS employee also received a "gag award" of bacon salt (approximate retail value $5.00). Although these are the amounts Paladin provided when asked about the cookout, we did not verify the event's total cost.

After reviewing these details, OIG's [redacted] confirmed that these actions appear to have violated Federal ethics rules and regulations. [redacted], FWS [redacted] also indicated that these actions would have violated Federal ethics rules and regulations if the total value of the meals, drinks, and gifts that [redacted] and [redacted] received at the cookout exceeded $20 each (**Attachment 18**).

SUBJECT(S)

1. [redacted], WSFR, FWS.
2. [redacted], WSFR, FWS.

DISPOSITION

The U.S. Attorney's Office for the Eastern District of Virginia declined to prosecute this case. We are providing this report to the FWS Director for any administrative action deemed appropriate.

ATTACHMENTS

1. IAR – Review of contract files F11PC00404 and GS35F0388K and Delivery Order 98210AX072, dated July 8, 2013, including updated table showing contract modifications.
2. Letter from FWS confirming [redacted] temporary appointment, dated [redacted] 2013.
3. Email from [redacted], dated October 20, 2010.
4. Email from [redacted], former FWS [redacted], dated December 1, 2010.
5. IAR – Interview of [redacted] on November 20, 2013.
6. IAR – Record review, [redacted] and [redacted] travel documents from FY 2010 and FY 2011, dated July 31, 2013.
7. IAR – Interview of [redacted] on August 12, 2013.
8. Transcript of [redacted] interview on August 12, 2013.
9. IAR – Interview of [redacted] on August 20, 2013.
10. IAR – Record review of documents from [redacted] laptop, dated July 16, 2013.
11. IAR – Interview of [redacted] on November 21, 2013.
12. Email from [redacted] dated June 29, 2011.
13. Email from [redacted] dated July 7, 2011.
14. IAR – Interview of [redacted] on April 2, 2013.
15. IAR – [redacted] on September 27, 2013.
16. IAR – Interview of [redacted] on May 9, 2013.
17. IAR – Review of email and receipts from [redacted] dated December 10, 2013.
18. Email from [redacted] dated March 27, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-14-0441-I
Reporting Office **Eastern Region Investigations**	**Report Date** **December 22, 2014**
Report Subject **Report of Investigation**	

SYNOPSIS

On May 30, 2014, we initiated an investigation into potential contraband material being downloaded by U.S. Geological Survey (USGS) (b) (7)(C). The U.S. Department of the Interior's Advanced Security Operations Center (ASOC), which monitors all Internet traffic on the agency's network, had alerted the Office of Inspector General (OIG) that a computer assigned to (b) (7)(C) was attempting to access sites flagged for hosting child pornography. The OIG began to monitor (b) (7)(C) network traffic and found at least one image that appeared to depict sexually explicit conduct between a minor child under the age of 12 and an adult abuser. There were also dozens of computer-generated graphics that depicted improper sexual relationships between minor children and their parents. We later learned that (b) (7)(C) worked in a (b) (7)(C) (b) (7)(C) a restricted area containing SCI types of classified information, at the USGS (b) (7)(C)

During his interview, (b) (7)(C) acknowledged downloading pornography at work on his Government computer. He said he was seeking out photos of nudists and had recently been searching for photos involving incest. He said he was never specifically seeking images of children, although he was aware that some of the images he viewed during his searches contained children under 12. He also acknowledged downloading graphics depicting the sexual abuse of children. (b) (7)(C), (b) (7)(E) (b) (7)(C), (b) (7)(E) he denied ever having sexual contact with a child.

A forensic examination of (b) (7)(C) computer recovered over 2,000 pornographic images that had been downloaded. Fifty-three images obtained from the examination of (b) (7)(C) network traffic and digital media appeared to depict the sexual abuse of actual children. We sent these images to the National Center for Missing and Exploited Children (NCMEC), which tracks child victims of sexual exploitation. The Center did not identify any known victims from the images. The forensic

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(b) (7)(C) /Special Agent	Digitally signed.
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(b) (7)(C) /ASAC	Digitally signed.

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examination also revealed 42 graphics depicting sexual contact between a parent and underage child that were saved to (b) (7)(C) user account. One of these included a female child performing oral sex on what is depicted to be her father, and another showed a female child performing oral sex on what is depicted to be her grandfather.

In addition to the pornographic images we found on (b) (7)(C) computer, (b) (7)(C) acknowledged during his interview that he had brought a USB storage device into the (b) (7)(C) where he worked. He said he had forgotten that he had placed the device in a bag that he took to work each day. He denied downloading any images onto the device from his Government computer. Our Computer Crimes Unit found deleted pornographic material on the device, but they did not determine that (b) (7)(C) downloaded these from his work computer.

The U.S. Attorney's Office for the Eastern District of Virginia declined prosecution of this case based on the limited number of images showing potential child pornography. On (b) (7)(C) 2014, the Virginia Fairfax County police arrested (b) (7)(C) and charged him with one count of possession of child pornography. We are providing this report to USGS for any action deemed appropriate.

BACKGROUND

Child Pornography

Any person who knowingly possesses child pornography is guilty of a Class 6 felony in the State of Virginia (**Attachment 1**). In addition, per Federal law, any person who knowingly distributes or receives a visual depiction of any kind, including a drawing or cartoon, that depicts a minor engaging in sexually explicit conduct that is obscene, or that depicts an image that is, or appears to be, a minor engaging in graphic sexual intercourse shall be subject to the penalties provided (**Attachment 2**).

NCMEC, a nonprofit based in Alexandria, VA, tracks information related to missing and sexually exploited children and also works with law enforcement agencies to determine if online child sexual exploitation images seized from offenders show previously identified child victims (**Attachment 3**).

Computer/Internet Use and Information Security

Government employees have a duty to use Government property only for authorized purposes, as outlined in 5 C.F.R. Part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch" (**Attachment 4**). According to the U.S. Department of the Interior's (DOI) Rules of Behavior for Computer Network Users, employees are prohibited from using Government equipment to view pornography (**Attachment 5**).

DOI's Acceptable Use Policy also states that employees are prohibited from accessing information online that "exceeds the bounds of generally accepted standards of good taste and ethics," and they are prohibited from engaging in any unlawful activities or activities that would bring discredit on the Department (**Attachment 6**).

USGS employee (b) (7)(C) completed training in 2011, 2012, 1013, and 2014 for Federal Information Systems Security Awareness. On (b) (7)(C) 2008, (b) (7)(C) also signed a security awareness briefing statement acknowledging that he had read and understood that personal USB storage devices were prohibited in USGS' (b) (7)(C) (**Attachment 7**).

DETAILS OF INVESTIGATION

We initiated this investigation on May 30, 2014, after the ASOC alerted the OIG that a computer assigned to the IP address of (b) (7)(C), USGS (b) (7)(C) was attempting to access sites flagged for hosting child pornography (**Attachment 8**). Based on the number of alerts and the likelihood of illegal content being accessed from the DOI network, the OIG began to monitor (b) (7)(C) network traffic.

A review of the captured network traffic found at least one image that appeared to depict sexually explicit conduct between a minor child under the age of 12 and an adult abuser. Additionally, there were dozens of computer-generated graphics that depicted improper sexual relationships between minor children and their parents, including depictions of oral and genital sex.

On May 29, 2014, the OIG received another report from ASOC showing that (b) (7)(C) attempted to access the following sites flagged for hosting child pornography (**Attachment 9**): "brutal.veryyoung.org," "shyteenamateurs.com," "18.forbiddenvide0s.com," "family.forbiddenvide0s.com," "toooyoung.com," and "cdn.primejb.com."

On June 4, 2014, we interviewed (b) (7)(C) (**Attachments 10 and 11**). He said he had one classified desktop computer and one unclassified desktop computer in his office space, both of which were assigned to him about 1 year ago. He said the unclassified computer, which had the ability to access the Internet, had a banner on it stating that the computer was being monitored.

The banner on (b) (7)(C) Government computer stated that all DOI computer systems may be monitored, and information may be examined, recorded, copied, and used at any time (**Attachment 12**). It further stated that there should be no expectation of privacy when using the system, and by logging in, an employee acknowledged and consented to the monitoring.

We asked (b) (7)(C) if he had ever used his Government computer to access anything outside of Interior's acceptable use policy, and he said that he had. He said he had visited pornographic Web sites, starting a few months ago, but he did not recall the names of the specific sites. Normally, he said, he conducted Google image searches. Sometimes a warning would pop up, he said, and he would leave the site, but sometimes there would be no warnings.

(b) (7)(C) said he searched for pornography when he was bored at work. When asked when the searches began, (b) (7)(C) said he started doing them in late December 2013 or early January 2014, after he and his (b) (7)(C) said he mostly searched for "nudist" and "naturist" families, and he acknowledged that some of the pictures contained children. He said he had a curiosity for all ages of people engaged in nudism. He later acknowledged, "It's wrong," and "very inappropriate."

When asked specifically about the words he used for his image searches, (b) (7)(C) said he used the following: "nudist," "naturist," "family," "incest," "topless," and "bottomless." He said he also searched for comic strips that involved incest. When asked if he had ever viewed any images of children engaged in sexual acts, Wheeler said that the comics/graphics he had downloaded had these types of portrayals.

(b) (7)(C) stated that during his searches related to incest, which only occurred more recently, the images were mostly teens or older individuals. "I'm not interested necessarily in younger children," he said. (b) (7)(C) explained that he started out searching for nudity, and his curiosity about incest grew, and his searches became more graphic over time. He said that he never pictured himself participating in incest, and he was more of a "voyeur."

(b) (7)(C) said he was aware that accessing pornographic images of children was illegal. He said he was never seeking images of children, although he was aware that some of the images he viewed during his searches did contain what appeared to be children under 12. He said he was looking for images of teens, or those over 18 years old. He said that to him, images of children were not "titillating." He later stated, "I didn't specifically, you know, look for that. I wasn't looking for young children necessarily … unless it's in … a family nude situation."

(b) (7)(C) said that a couple of years ago, in May 2012, (b) (7)(C) he had accessed a nudist site on his home laptop. He explained that he had been accessing pornographic images on the laptop and saving them to a USB storage device. After this, he stopped viewing pornography at home, he said, and he deleted everything off the USB device. According to (b) (7)(C) he did not access pornography after this until his addiction "reared its ugly head again" a few months ago, when he began viewing pornography at the office, where he recently gained the ability to connect to the Internet.

(b) (7)(C) said that his last search for pornography occurred 2 days prior to his interview. He acknowledged saving images on his computer hard drive. He said he never emailed any of the images or took any digital or hard copies home. When asked, (b) (7)(C) said that he did not go into chat rooms or do file sharing.

Subsequent to our interview of (b) (7)(C) he signed a consent form for agents to search his personal vehicle (**Attachment 13**). The search of the vehicle resulted in the seizure of the following items: a PNY Attaché 4G USB device and an LG Verizon cellular telephone (**Attachment 14**).

(b) (7)(C), (b) (7)(E)
(b) (7)(C), (b) (7)(E) (**Attachment 15**). The following is a summary of their conversation (b) (7)(C), (b) (7)(E) (see Attachments 10 and 11).

(b) (7)(C) stated that he had struggled with viewing pornography throughout his life, at various times. He said that lately, his searches had gotten worse and more graphic, relating to incest and open relationships in families. He said he did not know why he became drawn to that, but it was something very foreign to his background. He said he did not view his own family in this way, and he did not see himself participating in any sort of incest; he saw himself as being more of a voyeur. Actually harming children, he said, was detestable to him.

(b) (7)(C), (b) (7)(E)
said images of any children would be incidental. He said that children would appear in pictures in the "family setting." He said that usually teenagers came up in his Internet searches. He again explained that searching for incest-related images was a curiosity. It was not shocking for an unrelated male and female to have a sexual relationship, he said. He was looking for situations where people would not be expected to have a sexual relationship with each other. It was not related to how old they were, he said, and it was more about the level of trust that the individuals should have had but did not. When asked about his specific search terms, he provided the following ones: "incest," "nudist," "topless,"

sometimes "teen," "sister-brother," "father-daughter," and "mother-son." He said he did not do any searches for "pre-teen," but some pre-pubescent individuals were probably in some of the images he viewed.

(b) (7)(C), (b) (7)(E) said he had never acted out on his fantasies with any family members. He said he had only had sexual contact with one person, (b) (7)(C). He said that pornography of those in pre-puberty did not interest him. He was interested in developed people.

(b) (7)(C), (b) (7)(E)
(b) (7)(C), (b) (7)(E) (**Attachment 16**).
(b) (7)(C), (b) (7)(E)
(b) (7)(C), (b) (7)(E)

(b) (7)(C), (b) (7)(E) we interviewed (b) (7)(C) regarding the consensual search of his personal vehicle (see Attachments 10 and 11). According to (b) (7)(C) the phone seized by agents had at one time belonged to other family members and became his about a year ago. Some of the pictures on the phone were of his (b) (7)(C) he said, but he did not take them. (b) (7)(C) said he did not realize the USB storage device was in a bag in his car, and it was probably one that he had taken to his church for a Power Point presentation. (b) (7)(C) said he must have been transporting the USB device into his office when he carried his bag each day, but he said he never downloaded anything from his work computer onto the device.

Subsequent to (b) (7)(C) interview, he emailed the OIG more information about the USB device (**Attachment 17**). He recalled putting it in his bag in late April 2014 when he took a trip to Utah for his (b) (7)(C) and to see his (b) (7)(C). He said his (b) (7)(C) wanted him to bring the USB device so she could copy pictures of the (b) (7)(C) computer. He said he copied a couple of directories (b) (7)(C) computer onto the USB device and then put it in the inside pocket of his bag. He said that since the USB device was out of view, he forgot that it was there.

On October 23, 2008, (b) (7)(C) had signed a security awareness briefing statement acknowledging that he had read and understood that personal USB storage devices were prohibited in USGS' (b) (7)(C) (b) (7)(C) (see Attachment 7).

(b) (7)(C) consented to having both the USB device obtained from his vehicle and the cellular phone being searched (**Attachment 18**). (b) (7)(C) later provided five personal USB devices, his personal hard drive, and his personal laptop to the OIG for examination (**Attachments 19 and 20**).

The OIG Computer Crimes Unit performed a forensic examination of the Government computer assigned to (b) (7)(C) (see Attachment 12). Over 2,000 pornographic images that had been downloaded were recovered. Fifty-three images that appeared to depict the sexual abuse of an actual child were sent to NCMEC for identification (**Attachments 21 and 22**). The preliminary search did not reveal that any of the photographs involved known child victims.

One hundred and fourteen pornographic images were saved in (b) (7)(C) user account, and 42 were computer-generated graphics depicting graphic sexual contact between a parent and underage child. Two of the sets originated from a website named "daddaugherdiaries.com" and depicted a female child performing oral sex on what is depicted to be her father, and a female child performing oral sex on what is depicted to be her grandfather.

A review of (b) (7)(C) Internet history artifacts revealed search terms used to search inappropriate and pornographic material on his Government computer (see Attachment 12). The search terms located in (b) (7)(C) Internet history were consistent with the search terms he admitted to using during his interview. Many of the search terms were related to nudists, incest, or pornographic family situations. A brief list of relevant search terms used by (b) (7)(C) follows: "3d comics family incest," "3d dad daughter diaries," "aunt naked porn," "brother sister incest porn," "daddy daughter porn," "family incest sister," "girls bathing outdoor nude," "incest sister porn," "little sister naked," "mother daughter pussy naked," "naked girls showering together," "naked little sister," "naturist family naked," "pigtails young cunt naked," "sister fucking," "teen showing pussy nude," and "young girls hairy pussy nude."

The Computer Crimes Unit also examined the USB removable storage device obtained from (b) (7)(C) vehicle to see if any classified or Government information was contained on the device (**Attachment 23**). An examination of the device did not reveal any data that appeared to be classified. There were approximately 63 images that appeared to be from a non-classified/public USGS website containing "Global Fiducials Program" data (http://gfp.usgs.gov/). A review of the USB device also confirmed (b) (7)(C) statement during his interview that the USB device contained family photographs and church data. Deleted pornographic images were also recovered from the device; however, the Computer Crimes Unit did not determine that (b) (7)(C) downloaded these from his work computer.

In addition to (b) (7)(C) work computer and his personal USB device, the Computer Crimes Unit also examined his personal laptop computer, five other USB storage devices, and one network storage device (**Attachment 24**). Three of the devices (two USB devices and the laptop) contained pornography, but none contained material suspected of being contraband.

SUBJECT(S)

1. (b) (7)(C), U.S. Geological Survey, GS-13

DISPOSITION

The U.S. Attorney's Office for the Eastern District of Virginia declined prosecution of this case based on the limited number of images showing potential child pornography. On (b) (7)(C) 2014, the Virginia Fairfax County police arrested Wheeler and charged him with one count of possession of child pornography. We are providing this report to USGS for any action deemed appropriate.

ATTACHMENTS

1. Code of Virginia, 18.2-374.1:1, "Possession, Reproduction, Distribution, Solicitation, and Facilitation of Child Pornography."
2. 18 U.S.C. § 1466(a), "Obscene Visual Representations of the Sexual Abuse of Children."
3. *www.missingkids.com/legalresources/exploitation*
4. 5 C.F.R. Part 2635, "Standards of Ethical Conduct for Employees of the Executive Branch."
5. DOI Rules of Behavior for Computer Network Users.
6. DOI Internet Acceptable Use Policy, dated May 23, 1997.
7. Security Awareness Briefing Statement signed by Wheeler, dated October 23, 2008.
8. IAR – Case Initiation Report, dated May 28, 2014.
9. IAR – Updated Report of Browsing Activity, dated May 29, 2014.

10. IAR – Interview of (b) (7)(C) on June 4, 2014.
11. Transcript of Interview of (b) (7)(C) on June 4, 2014.
12. IAR – Analysis of Government Computer Associated with (b) (7)(C), dated October 10, 2014.
13. Voluntary Consent to Search personal vehicle, dated June 4, 2014.
14. IAR – Consent Search of Personal Vehicle on June 4, 2014.
15. (b) (7)(C), (b) (7)(E), dated June 4, 2014.
16. (b) (7)(C), (b) (7)(E), dated June 4, 2014.
17. Email from (b) (7)(C) to OIG, dated June 12, 2014.
18. Consent to Search Computers/Digital Devices, dated June 4, 2014.
19. IAR – Receipt of Home Media for CCU Consent Search on June 4, 2014.
20. Consent to Search Computers/Digital Devices, dated June 4, 2014.
21. NCMEC Report, dated May 27, 2014.
22. NCMEC Report, dated June 6, 2014.
23. IAR – Digital Forensic Analysis Report – USB Storage Device Owned by (b) (7)(C), dated October 20, 2014.
24. IAR – Digital Forensic Report – Digital Media Personally Owned by (b) (7)(C), dated October 22, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-14-0550-I
Reporting Office **Eastern Region Investigations**	**Report Date** **February 6, 2015**
Report Subject **Report of Investigation**	

SYNOPSIS

On August 14, 2014, we initiated an investigation into alleged grant fraud by (b) (7)(C) (b) (7)(C) Erie Canal Museum, Syracuse, NY. The investigation was based on a written complaint submitted to our office by (b) (7)(C) (b) (7)(C). In his complaint, (b) (7)(C) alleged that (b) (7)(C) directed him to falsify matching fund figures on a grant close-out report related to a $5,000 grant awarded to the museum by the Erie Canalway National Heritage Corridor (the Corridor), a National Park Service (NPS) partner. (b) (7)(C) said he initially complied with (b) (7)(C) request by submitting falsified figures to the grantor on March 31, 2014, but he later notified the (b) (7)(C) Board of Trustees for the museum of the transgression. (b) (7)(C) was terminated from his position at the museum shortly after reporting the matter to the Board of Trustees.

(b) (7)(C) subsequently rescinded (b) (7)(C) grant close-out report from the Corridor and resubmitted a revised close-out report to them on May 27, 2014.

During her interview, (b) (7)(C) denied ever directing (b) (7)(C) to falsify any information related to the grant close-out report. She expressed her discontent with (b) (7)(C) job performance and said she severed his employment with the museum as a result of his incompetence. (b) (7)(C) said she prepared an amended grant close-out report following (b) (7)(C) departure to correct inaccuracies, and obtained assistance from the museum's (b) (7)(C), in identifying which museum expenses to claim under the grant.

With regard to the grant close-out report she submitted to the Corridor, (b) (7)(C) acknowledged that all of the $5,000 grant monies were not expended upon completion of the grant project. (b) (7)(C) stated that the museum expended the remaining funds toward other museum expenses which she felt

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

Authentication Number: 19FE1DF022FD7F7ECCA13E1BC6F17AF5

could be related to research work at the museum. She did not notify the grantor of the unexpended funds upon the physical completion of the project, even though there was a stated requirement in the grant contract to do so. When confronted with the identified questionable expenses during her interview, (b) (7)(C) acknowledged some of the claimed expenses were "a stretch" and said she "didn't know better" with regard to which expenses could be legitimately claimed under the grant.

The investigation, which included interviews, document reviews, and coordination with the Corridor, determined the following regarding the grant close-out report submitted by (b) (7)(C) to the Corridor:

- There was $1,918.72 in supply expenses claimed by (b) (7)(C) which were either unrelated to, or outside the scope of the grant.
- There was $860 in employee staff hours claimed by (b) (7)(C) which had no supporting documentation to account for the hours, even though there was a requirement to do so.
- There was $4,038 in volunteer and consulting hours claimed by (b) (7)(C) in which the supporting documentation submitted by (b) (7)(C) was unclear with regard to which hours were expended on the grant project and which hours expended elsewhere at the museum.
- There was $180 in website services claimed by (b) (7)(C) which was wholly unrelated to the grant. An aggravating factor to this claim was that (b) (7)(C) added the handwritten words "station wiring" to the vendor invoice to characterize the work as a grant expense, even though the work was entirely unrelated to the grant project.

This office presented the facts and circumstances developed during the investigation to the U.S. Attorney's Office for the Northern District of New York for consideration of prosecution for suspected violations of Title 18 U.S.C. 286 (False Claims) and Title 18 U.S.C. 1001 (False Statements). The U.S. Attorney's Office declined prosecution of this matter, in favor of administrative action by the agency. We are providing this report to NPS for any action deemed appropriate.

BACKGROUND

In 2000, the U.S. Congress established the Erie Canalway National Heritage Corridor. The Corridor is managed by a 27-member Federal Commission and the non-profit Erie Canalway Heritage Fund, with support from NPS. The Commission is tasked with managing activities of the Corridor, and receives financial support and technical assistance through NPS. The Heritage Fund also raises funds and assists in carrying out the work of the Commission, leveraging private and public monies.

Between 2007 and 2014, the Corridor awarded 12 grants to the Erie Canal Museum, amounting to $46,909 in cash awards.

On April 11, 2013, the museum entered into a grant contract with the Corridor and was awarded $5,000 for the stated purpose of developing a public research space directed at improving access to the museum's collections, and online research by the public. According to the grant justification statement prepared by the museum, the project called for the creation of three computer work stations to facilitate research at the museum. The grant contract, which was signed by (b) (7)(C) on behalf of the museum, required the museum to provide a one-to-one match of awarded funds through in-kind services, staff and volunteer hours, nonfederal grants received, or nonfederal contributed cash.

DETAILS OF INVESTIGATION

We initiated this investigation on August 14, 2014, following the receipt of a written complaint submitted by (b) (7)(C) to this office (**Attachment 1**). In his complaint, (b) (7)(C) alleged wrongdoing related to a $5,000 grant awarded to the Erie Canal Museum by the Corridor. (b) (7)(C) alleged that (b) (7)(C) Erie Canal Museum, instructed him to falsify matching fund figures on the grant close-out report, which he did. Attached to his complaint were related documents, including the grant justification statement prepared by the museum and the grant contract between the museum and the Corridor (**Attachment 2 and 3**).

During preliminary coordination with the Northeastern Region of the NPS, we learned that the New York Attorney General's Office (NYAG) in Syracuse previously looked into this matter. On August 22, 2014, we spoke with (b) (7)(C) of that office, who confirmed that he did conduct a brief inquiry of a complaint he received from (b) (7)(C) regarding a grant to the museum, but he closed his inquiry based on a lack of merit. (b) (7)(C) said his inquiry consisted of speaking with (b) (7)(C) (b) (7)(C) and a museum board member whose name he could not recall, and a review of documents provided to him by (b) (7)(C)

On September 4, 2014, we interviewed (b) (7)(C) of the Erie Canalway National Heritage Corridor, Waterford, NY (**Attachment 4**). (b) (7)(C) was responsible for awarding and processing the subject grant to the Erie Canal Museum. At the time the grant was awarded, (b) (7)(C) coordinated directly with (b) (7)(C) who was the (b) (7)(C) the museum. At some point after the grant was awarded, (b) (7)(C) left the museum and was replaced by (b) (7)(C) (b) (7)(C) said he received a grant close-out report from (b) (7)(C) on March 31, 2014; however, before (b) (7)(C) thoroughly reviewed the report, (b) (7)(C) contacted him and asked to rescind it. (b) (7)(C) said (b) (7)(C) resubmitted the grant close-out report to him on May 27, 2014, some of which was delivered via email and some of which was delivered via the U.S. Postal Service. (b) (7)(C) provided copies of the grant close-out report submitted by both (b) (7)(C) and (b) (7)(C) (**Attachments 5 and 6**).

On September 4, 2014, we interviewed the complainant, (b) (7)(C) (**Attachment 7**). (b) (7)(C) said he started working at the Erie Canal Museum on (b) (7)(C), and was tasked by (b) (7)(C) shortly after that to complete two open grants at the museum, one of which was the subject grant from the Corridor. He related that on March 26, 2014, in preparation for completing the grant close-out report, he reviewed the available documents for the Corridor grant and discovered that there were no receipts, invoices, or timesheets to account for any matching fund expenditures. He said he immediately brought this issue to the attention of (b) (7)(C) but she advised him to "make it up" with regard to the matching fund expenditures. He said that during this conversation with (b) (7)(C) she twice instructed him to make up the matching fund figures for the grant close-out report. He said he drafted a grant close-out report, based on (b) (7)(C) directive, which included falsified staff employee and volunteer hours to account for the matching fund requirement. According to (b) (7)(C) he obtained (b) (7)(C) approval before he sent it to (b) (7)(C) via email on March 31, 2014.

(b) (7)(C) indicated that he was very upset to have falsified the report at (b) (7)(C) behest, and he intentionally did not include any supporting documentation with the close-out report in hope that the report would receive additional scrutiny by the Corridor without them. According to (b) (7)(C) he contemplated his decision to follow (b) (7)(C) direction to falsify the report for several weeks before he requested a meeting with the (b) (7)(C) for the museum, (b) (7)(C) to

discuss the issue. (b) (7)(C) said that he met with (b) (7)(C) on April 28, 2014, and reported to him what occurred.

(b) (7)(C) related that shortly after reporting the incident to (b) (7)(C) his employment at the museum was terminated. Following his termination, (b) (7)(C) said, he submitted letters of complaint regarding the matter to numerous organizations and government agencies, including this office.

On September 5, 2014, we interviewed (b) (7)(C) for the Erie Canal Museum (**Attachment 8**). (b) (7)(C) said that (b) (7)(C) contacted her regarding a grant opportunity for the museum and it was her recommendation that the grant be used to create a computer research station at the museum to facilitate research by both museum staff and research requests by the public. She said she presented the grant opportunity to (b) (7)(C) who approved pursuit of the grant by the museum. (b) (7)(C) believed that all of the matching fund requirements would be met through in-kind services directly related to intern and staff work involved in the development of the project. (b) (7)(C) confirmed that she authored the one-page justification narrative used to obtain the grant.

Although she left the museum in (b) (7)(C) said she believed most of the equipment for the project had been purchased at the time she left, but she was unsure whether the workstations were operational by then. She said she left a binder for (b) (7)(C) and (b) (7)(C) containing all of the documentation related to this grant, and had not spoken with anyone regarding this grant since leaving the museum. (b) (7)(C) stated that (b) (7)(C) never directed her to fabricate any documentation related to a grant while she was at the museum. She did not believe (b) (7)(C) was knowledgeable with regard to grants, but she said she would be surprised if (b) (7)(C) asked anyone to fabricate documentation related to a grant.

On September 8, 2014 and October 23, 2014, we interviewed (b) (7)(C) of Lock49, a web services company that provided website services to the Erie Canal Museum (**Attachment 9**). (b) (7)(C) reviewed the Lock49 invoice, which was submitted as a grant expense by (b) (7)(C) He said the work documented on this particular invoice was for maintenance and updating of the Erie Canal Museum website, and was not related to computer workstations. He did not know who wrote the words "station wiring" on the invoice, or why. (b) (7)(C) said that Lock49 had never conducted on-site computer work at the museum, and he did not know why the museum would associate the Lock49 invoice with the grant project.

On September 25, 2014, we reviewed the grant close-out packet submitted by (b) (7)(C) to the Corridor (**Attachment 10**). A review of the close-out packet revealed the following questionable claims:

- There was $860 claimed for museum employee hours spent in support of the grant project; however, there was no documentation submitted to support these hours.
- There was $1,643.45 claimed for museum volunteer hours expended in support of the project; however, the "Intern Sign-in Sheet" submitted by the museum did not clearly identify which volunteer hours were spent on the grant project, and which hours were expended elsewhere.
- There was $2,394.55 claimed for consulting hours expended in support of the grant project; however, the supporting document submitted did not clearly identify which consulting hours were spent on the grant project, and which hours were expended elsewhere.
- There was $859.98 claimed for two laptop computers, which was not identified as a

requirement in the grant justification submitted by the museum, and the claim appeared unrelated to the grant project.

- There was $1,006.96 claimed for laser printer toner cartridges which was not identified as a requirement in the grant justification submitted by the museum, and appeared unrelated to the grant project.
- There was $180 claimed for website maintenance and "station wiring" which was not identified as a requirement in the grant justification submitted by the museum, and the claim appeared unrelated to the grant project.
- There was $30.20 claimed for two quarts of paint, which was not identified as a requirement in the grant justification submitted by the museum, and the claim appeared unrelated to the grant project.
- There was $21.58 claimed for mailing labels, which was not identified as a requirement in the grant justification submitted by the museum, and the claim appeared unrelated to the grant project.

***Agent's Note**: The enclosed IAR documenting the review of the grant close-out report identified $736.97 in questionable expenses for laser printer toner cartridges (**Attachment 10**). However, a subsequent review identified an additional toner cartridge claim bringing the total to $1,006.96.*

We subsequently consulted with (b) (7)(C) at the Corridor, who concurred with the discrepancies we identified. He said his review of the grant close-out packet identified the same questionable expenses, and as the grantor representative, he expressed concern regarding the legitimacy of the claims.

On October 22, 2014, we interviewed (b) (7)(C) for the Erie Canal Museum (**Attachment 11**). (b) (7)(C) said the purpose of the grant from the Corridor was for the creation of computer research workstations, which were to be used for a wide variety of research projects. He said his specific involvement in the grant was limited to the (b) (7)(C), as well as a contract employee, who were responsible for inputting metadata into the workstations related to the museum's holdings. He said that this data input work was needed in order to make the newly created computer workstations operational for their intended purpose, which was to facilitate research.

(b) (7)(C) described the physical part of the grant project as three separate computer workstations, one in the museum library and two in a room adjacent to his office, used by interns. There was also one Canon printer located in the room used by interns. (b) (7)(C) believed the matching fund requirement of the grant was intended to be met entirely by the data input work by the interns and contract employee as in-kind services. He confirmed that all three individuals worked exclusively on data input during the life span of the grant and therefore he could say with confidence that all of the hours they were at the museum during that time were spent in support of the grant project.

(b) (7)(C) said that (b) (7)(C) sought assistance from him on several occasions on how to close out the grant, and he expressed his frustration with (b) (7)(C) apparent lack of experience with managing and processing grants, such as this one. He was not aware of (b) (7)(C) ever directing (b) (7)(C) to fabricate figures related to the grant close-out report. (b) (7)(C) indicated that (b) (7)(C) was not experienced with grants, but he did not believe (b) (7)(C) would ask (b) (7)(C) to do anything improper.

On October 22, 2014, we interviewed (b) (7)(C) for the Erie Canal Museum (**Attachment 12**). As the (b) (7)(C), (b) (7)(C) said he typically did not have a role in the grant process, but he did have a role with this particular grant. He said he was responsible for

acquiring the materials needed for the computer workstations, and he was also the one who physically assembled and networked each computer workstation. These duties fell to him, as he was the primary purchaser for the museum, and he was also the de facto IT person at the museum due to his personal knowledge of computers.

(b) (7)(C) recalled that (b) (7)(C) approached him regarding the closing of the grant and appeared to be overwhelmed with the task. (b) (7)(C) complained to (b) (7)(C) that he was having trouble determining what figures to include in the close-out report. It was (b) (7)(C) understanding that (b) (7)(C) predecessor, (b) (7)(C) left all of the materials that (b) (7)(C) needed to close out the grant.

Following (b) (7)(C) departure from the museum, (b) (7)(C) learned through (b) (7)(C) that the grant close-out report that (b) (7)(C) submitted was inaccurate. (b) (7)(C) said that he helped (b) (7)(C) prepare a revised report by assisting in identifying the expenditures to claim. According to (b) (7)(C) (b) (7)(C) told him there was remaining money left over in the grant that they could use for other museum expenses. As an example, he stated that he purchased two laptop computers at (b) (7)(C) behest to expend monies left over from the grant, and he also purchased several laser printer cartridges for an existing museum printer in an effort to expend the funds.

With regard to the Lock49 invoice submitted by (b) (7)(C) (b) (7)(C) could not recall what specific work Lock49 would have conducted in support of the grant project. He acknowledged that he did write the words "station wiring" on the invoice, but he could not recall why he did so.

On October 23, 2014, we interviewed (b) (7)(C) for the Erie Canal Museum (**Attachment 13**). (b) (7)(C) said he was generally familiar with the (b) (7)(C) grant when it was awarded, but he did not know that there was a problem with it until he was contacted by (b) (7)(C) who reported that (b) (7)(C) instructed him to fabricate figures for the matching fund requirement in the close-out report. He said he later contacted (b) (7)(C) to inquire about the grant, but he was informed at that time that she terminated (b) (7)(C) employment with the museum. (b) (7)(C) said he was concerned about the grant report that (b) (7)(C) submitted to the Corridor, based on (b) (7)(C) claims, and directed (b) (7)(C) to rescind the report from the Corridor and correct it. He also asked (b) (7)(C) to provide the corrected report to him, with receipts and supporting documentation, so he could conduct his own review. (b) (7)(C) said he did review (b) (7)(C) revised close-out report and concurred with it; however, he did not scrutinize the expenditures claimed. He said he focused on whether the claimed expenses added up sufficiently to meet the grant requirements but did not question whether each individual expenditure was appropriate under the grant.

On October 23, 2014, we interviewed (b) (7)(C) of the Erie Canal Museum (**Attachment 14**). (b) (7)(C) stated that grants were not her forte, and she relied on other museum staff employees with grant experience and knowledge, such as (b) (7)(C) and (b) (7)(C) (b) (7)(C) predecessor. She believed that had (b) (7)(C) remained in her position at the museum, the Corridor grant would have been completed and closed without an issue. (b) (7)(C) said she was very averse to matching-fund grants due to the limited budget of the museum, and at the time this grant was awarded, (b) (7)(C) assured her that all of the matching fund requirements could be met through in-kind volunteer and staff hours. (b) (7)(C) left the museum in (b) (7)(C) 2013, and was not replaced until February, 2014, when (b) (7)(C) was hired and assumed the position of (b) (7)(C). After tasking (b) (7)(C) to close out the Corridor grant, (b) (7)(C) said, (b) (7)(C) approached her and indicated that he did not know how to close out the grant. This came as a surprise to (b) (7)(C) because it was contrary to what (b) (7)(C) represented in his employment interview for the position.

(b) (7)(C) denied ever directing, or otherwise implying, to (b) (7)(C) that he should fabricate any figures related to the grant close-out report. She said she expressed concern to (b) (7)(C) that the figures should add up with respect to the matching requirement of the grant, but she said she never told him to "make up" the figures. (b) (7)(C) said she never reviewed the close-out report that (b) (7)(C) sent to the Corridor, and (b) (7)(C) became irate and volatile when she asked him to see a copy of the report after he submitted it.

(b) (7)(C) said she terminated (b) (7)(C) employment with the museum a short time later due to his incompetence and his disruption to the work of other museum staff employees. She said it became clear to her that (b) (7)(C) could not be rehabilitated and elected to sever his employment with the museum. She contacted (b) (7)(C) for the museum, and notified him of her decision a few hours prior to terminating (b) (7)(C) employment. At that time, (b) (7)(C) told (b) (7)(C) that (b) (7)(C) had contacted him and asked him to review the Corridor grant, but (b) (7)(C) did not provide her with further details.

A short time after (b) (7)(C) termination, (b) (7)(C) contacted (b) (7)(C) and requested that she correct the grant close-out report that (b) (7)(C) submitted to the Corridor. According to (b) (7)(C) (b) (7)(C) asserted that the report was not handled properly. She said she subsequently contacted (b) (7)(C) at the Corridor and rescinded (b) (7)(C) report and began working on a revised report.

With regard to the expenses that she claimed in her corrected version of the grant close-out report, we reviewed each claim with (b) (7)(C) with an emphasis on those identified as questionable. She acknowledged that not all of the grant funds were expended in the creation of the computer workstations, but she was unsure of how much money was left over following completion of the project. She believed she was permitted to spend the excess funds so long as the expenditures were in support of the grant project.

According to (b) (7)(C) she reviewed museum expenditures, with the assistance of (b) (7)(C) and identified expenses to claim under the grant. As an example, she claimed laser printer toner cartridges for an existing museum printer that was located adjacent to her office, but not near the computer workstations created with the grant. When confronted with this, and the fact that the research workstation activity was predominantly inputting data rather than printing, (b) (7)(C) acknowledged that some of the claims were a "stretch."

Regarding the purchase of two computer laptops, (b) (7)(C) stated they were acquired after the grant project was completed in order to expend the remaining funds in the grant. She believed that they were reasonable claims given the laptops could be used by researchers at the library. However, (b) (7)(C) admitted that the laptops were exclusively maintained and used by her and (b) (7)(C) and she was unaware of anyone ever using one for research work.

(b) (7)(C) believed that the grant would otherwise have been processed and closed out properly were it not for (b) (7)(C) departure from the museum and (b) (7)(C) incompetence in his position. (b) (7)(C) said she "didn't know any better" with regard to the legitimacy of certain expenses that she claimed under the grant, and she did the best she could under the circumstances.

SUBJECT(S)

(b) (7)(C), Erie Canal Museum

DISPOSITION

The investigation established that (b) (7)(C) violated the terms of the NPS-partnered grant contract when she failed to report unspent monies following the completion of the grant project, as required in Section 8 of the contract. Further, (b) (7)(C) submitted claims for grant expenses which were either unsupported, or specifically prohibited, in violation of the terms set forth in both the Grant Close-Out Report and the Grant Program Guide of the Erie Canalway Heritage Fund.

The U.S. Attorney's Office in the Northern District of New York declined prosecution of this case in favor of administrative action by the agency. We are providing this report to NPS for any action deemed appropriate.

ATTACHMENTS

1. Letter of complaint submitted by (b) (7)(C), dated June 30, 2014.
2. Grant justification statement prepared by the museum for the creation of computer research stations, undated.
3. Grant Contract, Number GA-2013-014, between the Corridor and the Erie Canal Museum, dated April 11, 2013.
4. Investigative Activity Report (IAR) pertaining to the interview of (b) (7)(C) on September 4, 2014.
5. Grant Close-Out Report submitted by (b) (7)(C) to the Corridor on March 31, 2014.
6. Grant Close-Out Report submitted by (b) (7)(C) to the Corridor on May 27, 2014.
7. IAR pertaining to the interview of (b) (7)(C) on September 4, 2014.
8. IAR pertaining to the interview of (b) (7)(C) on September 5, 2014.
9. IARs pertaining to the interviews of (b) (7)(C) on September 8, 2014, and October 23, 2014.
10. IAR pertaining to the review of grant close-out documents conducted by OIG on September 24, 2014.
11. IAR pertaining to the interview of (b) (7)(C) on October 22, 2014.
12. IAR pertaining to the interview of (b) (7)(C) on October 22, 2014.
13. IAR pertaining to the interview of (b) (7)(C) on October 23, 2014.
14. IAR pertaining to the interview of (b) (7)(C) on October 23, 2014.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-14-0688-I
Reporting Office **Herndon, VA**	**Report Date** **July 28, 2015**
Report Subject **Final Report of Investigation**	

SYNOPSIS

On November 11, 2014, the U.S. Department of Interior (DOI), Office of Inspector General (OIG) initiated this investigation into (b) (7)(C) following a proactive analysis of DOI's workers compensation data. (b) (7)(C) had worked as a (b) (7)(C) for the U.S. Geological Survey (USGS) and had been placed on the periodic rolls for workers compensation on (b) (7)(C). Current medical information in (b) (7)(C) file indicated that (b) (7)(C) active medical chart had been closed as of (b) (7)(C). Additionally, a functional capacity evaluation was performed on (b) (7)(C), which indicated that (b) (7)(C) was able to perform work functions with a sedentary physical demand level in accordance with the Department of Labor (DOL) occupation classification. (b) (7)(C) position on the date of injury was classified as a sedentary occupation in accordance with DOL's occupation classification.

In furtherance of this investigation our office consulted the DOL-OIG, for assistance and advice on how to proceed with this investigation. We initiated a review of data from the Agency Query System (AQS), and the DOI Safety Management Information Systems (SMIS), to determine the extent of medical treatment by (b) (7)(C) In addition we interviewed (b) (7)(C) regarding the lack of medical treatment documentation.

Our efforts determined that (b) (7)(C) had conducted her annually required medical evaluation, the most recent being (b) (7)(C). The most recent medical evaluation indicated that (b) (7)(C) was unable to work in any capacity due to "(b) (7)(C)." Additionally, (b) (7)(C) affirmed that she had no other employment since going on the periodic rolls for workers compensation.

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Approving Official/Title (b) (7)(C) ASAC	Signature Digitally signed.

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DETAILS OF INVESTIGATION

On November 11, 2014, the DOI-OIG initiated this investigation into [redacted] following a proactive analysis of DOI workers compensation data. [redacted] had worked as a [redacted] for the USGS and had been put onto the periodic rolls for workers compensation on [redacted] Current medical information in [redacted] file indicated that her active medical chart had been closed as of [redacted]. Additionally, a functional capacity evaluation was performed on [redacted], indicating that the [redacted] was able to perform work functions with a sedentary physical demand level in accordance with the DOL occupation classification. [redacted] position on the date of injury was classified as a sedentary occupation in accordance with DOL's occupation classification. (**Attachment 1**)

A review of DOI's Safety Management Information System (SMIS) revealed that [redacted] was injured on [redacted], while lifting and distributing "WRD" directories. According to the SMIS data, the nature of [redacted] injury was a "back or neck strain/sprain." The SMIS data listed medical payments made to [redacted] from [redacted] through [redacted] There had been no medical payments to [redacted] since the year [redacted] The SMIS data showed [redacted] had collected compensation payments every year between 1995 through 2015. (**Attachment 2**)

A search for recent medical evaluations was conducted in [redacted] DOL Office of Workers Compensation Program (OWCP) file, case number [redacted] The most recent medical evaluation discovered in the OWCP file was dated [redacted]. This medical evaluation was conducted by [redacted] M.D., who opined that [redacted] was unable to work.

The OWCP case file on [redacted] also contained a letter sent from [redacted] to [redacted] Claims Examiner, OWCP, dated June 28, 2014. In the letter, [redacted] stated that she was scheduled for a doctor appointment in July and would send the medical report as soon as it was available. However, there was no medical evaluation for 2014 in [redacted] OWCP case file.

The OWCP case also contained several CA-1032 forms submitted by [redacted] On each CA-1032 [redacted] certified that she had not worked for any employer during the 15 months prior to the date that each CA-1032 was signed and submitted. (**Attachment 3**)

Agents Note: *The OWCP file also revealed that* [redacted] *was* [redacted]. *Documentation in the SMIS system documented the injury under* [redacted] *prior legal name,* [redacted].

We conducted limited surveillance on [redacted] residence, located at [redacted] in an attempt to observe [redacted] movements and activities to determine her physical state. A surveillance attempt was made by Special Agent [redacted] on December 5, 2014, and another effort was made by SA [redacted] on January 24, 2015. Our limited surveillance operation did not observe any activity at [redacted] residence.

SA [redacted] contacted [redacted], Human Resources Specialist for DOI, whom manages workers compensation claims for the USGS and was assigned to [redacted] case. SA [redacted] requested [redacted] assistance in determining if any medical evaluations were received by either DOL or DOI for [redacted] since the last known medical evaluation on [redacted] [redacted] stated that she had made a similar request in September of 2014, to DOL for [redacted] 2014 medical evaluation. [redacted] stated that DOL never sent her the 2014 medical evaluation. [redacted] explained that the lack of response by DOL may have indicated that DOL did not have a 2014 medical evaluation on file for [redacted]

On July 22, 2015, SA (b) (7)(C) and SA (b) (7)(C) interviewed (b) (7)(C) at the DOI-OIG Eastern Region Office of Investigations at 381 Elden St, Suite 1120, Herndon, VA. (b) (7)(C), was also present for the interview. (b) (7)(C) stated that her injury occurred in (b) (7)(C), and developed after multiple days of packaging phone books into crates. (b) (7)(C) stated that the diagnosis of the injury was compressed disks in her neck and lower spine. (b) (7)(C) stated that for a couple years after the injury she continued to work at USGS under a part time work schedule, usually 6 hours a day. (b) (7)(C) stated that around 1998 or 1999, she was harassed by USGS management to either resign or retire because USGS wanted to replace her with someone that could work full time. During the interview, (b) (7)(C) added that (b) (7)(C) hired a lawyer to address the harassment issues involving USGS management.

(b) (7)(C) said that USGS eventually told her that they could not accommodate her because she could only work six hours per day. (b) (7)(C) stated that USGS agreed that if she could go on workers compensation full time they would let her as long as it did not cost USGS anything. (b) (7)(C) explained that DOL paid for her workers compensation payments and did not come out of USGS money.

(b) (7)(C) said after she had gone full time on workers compensation, her condition continued to deteriorate. (b) (7)(C) stated that her doctor (b) (7)(C), of Phillips & Green, M.D., in Falls Church, VA, eventually told her that she could only work four hours per day, and then eventually the doctor told her that she could not work at all.

(b) (7)(C) stated that her last visit to (b) (7)(C) was in (b) (7)(C) of 2014, for her annual medical evaluation. (b) (7)(C) stated that she did not have a copy of the (b) (7)(C) 2014 evaluation by (b) (7)(C), but remembered sending the evaluation to DOL. (b) (7)(C) did not know why DOL did not have it in their file. (b) (7)(C) promised that she will obtain a copy of the evaluation from (b) (7)(C) and provide it to OIG.

(b) (7)(C) stated that she had not yet received the request from DOL to obtain her 2015 medical evaluation. (b) (7)(C) stated she cannot get a medical evaluation until she receives the paperwork from DOL.

(b) (7)(C) stated that she has not had any other jobs, or worked at all, since going on workers compensation full time. (**Attachment 4**)

On July 27, 2015, (b) (7)(C) emailed SA (b) (7)(C) a scanned copy of (b) (7)(C) medical evaluation dated (b) (7)(C) 2014. This evaluation stated that (b) (7)(C) was unable to work in any capacity as she had been diagnosed with "lumbar disc herniations." (**Attachment 5 and 6**)

SUBJECT(S)

(b) (7)(C)

(b) (7)(C)

DISPOSITION

Based on the results of our investigative efforts, we were not able to determine any fraudulent claims for workers compensation made by (b) (7)(C)

ATTACHMENTS

1. IAR – Case Initiation/ Lead Summary
2. DOI's Safety Management Information System (SMIS)
3. DOL Office of Workers Compensation Program (OWCP) file, case number (b) (7)(C)
4. IAR – (b) (7)(C) Interview
5. Email – (b) (7)(C) 2014 Medical Evaluation
6. (b) (7)(C) 2014 Medical Evaluation

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Possible Kickbacks in NPS Contract	OI-VA-15-0189-I
Reporting Office	**Report Date**
Herndon, VA	December 3, 2015
Report Subject	
Report of Investigation	

SYNOPSIS

We initiated this investigation on January 20, 2015 based on documentation we discovered in National Park Service (NPS) contract file #C1720100416, awarded on September 24, 2010 to prime contractor KGCI, Inc. In an email, KGCI owner (b) (7)(C) notified the NPS Contracting Officer that he fired an employee, (b) (7)(C) ((b) (7)(C)), for hiring a subcontractor to work on the NPS contract that she or a family member allegedly owned, named (b) (7)(C) . We investigated whether there was any financial arrangement between (b) (7)(C) and in violation of anti-kickback laws.

We learned that (b) (7)(C) hired (b) (7)(C) in February 2011 as Project Manager for the cited NPS contract. (b) (7)(C) retained (b) (7)(C) as a subcontract consultant through a company she and her (b) (7)(C)). In October 2011, (b) (7)(C) (acting as a KGCI representative) suggested KGCI hire as a subcontractor, which KGCI did at a cost of $68,000 (later modified to $83,000). (b) (7)(C) owners were (b) (7)(C) named (b) (7)(C) and (b) (7)(C) In or around August 2012, by actions and statements of (b) (7)(C), (b) (7)(C) came to believe that there was a family relationship between (b) (7)(C), (b) (7)(C), (b) (7)(C), and (b) (7)(C) (b) (7)(C) also believed the subcontract price was inflated to financially benefit (b) (7)(C). NPS eventually terminated contract #C1720100416 for default.

After interviewing numerous KGCI employees and reviewing corporate and bank records, we uncovered no evidence of corrupt payments from (b) (7)(C) , or (b) (7)(C) , or (b) (7)(C)

(b) (7)(C), (b) (7)(C) , and (b) (7)(C) consented to interviews, and each asserted they were from the same small town in (b) (7)(C) but they were not related by family. We reviewed public records and

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immigration records and discovered no direct family connection between them. All three also denied any financial exchanges between them (or their companies) in exchange for the award of the KGCI subcontract to [redacted]

Since we found no violations of law, we closed this investigation with no further action.

BACKGROUND

Relevant Laws and Regulations

Title 18, United States Code, Section 874, Kickbacks from Public Works Employees: Prohibits inducing a person employed in the construction, prosecution, completion or repair of any public building, public work, or work financed by the United States "to give up any part of the compensation to which he is entitled."

Title 41, United States Code, Chapter 87, Anti-Kickback Act of 1986: A person may not (1) provide, attempt to provide, or offer to provide a kickback; (2) solicit, accept, or attempt to accept a kickback; or (3) include the amount of a kickback prohibited by paragraph (1) or (2) in the contract price that (A) a subcontractor charges a prime contractor or a higher tier subcontractor; or (B) a prime contractor charges the Federal Government.

Anti-Kickback Procedures, Federal Acquisition Regulation Clause 52.203-7: Requires a government contractor to promptly report in writing to the Contracting Officer when it has reasonable grounds to believe that a violation of Title 41, United States Code, Chapter 87 may have occurred, and to cooperate fully with a government investigation.

The Government Contract

Contract number: #C1720100416/P10PC75889
Prime contractor: KGCI, Incorporated, 999 Broadway, Suite 302, Saugus, MA 01906
Date of award: September 24, 2010
Contract type: Firm fixed-price
Issued by: New England Major Acquisition Buying Office, National Park Service (NPS), Boston, MA
Contracting Officer: (b) (7)(C)
Government estimate for the project: $483,942
Period of Performance: November 8, 2010 – July 5, 2011
Final price: $591,603

The purpose of the contract was for "Interpretive Office Space Improvements, Building 5 and Quarters B, Boston National Historic Park, Boston, MA."

Agent's Note: *C1720100416 is the "legacy" number on the original contract documents, and P10PC75889 is a number created within a new contract payment system NPS put online during the contract period of performance.*

DETAILS OF INVESTIGATION

During review of NPS contract file #C1720100416/P10PC75889 pursuant to an unrelated matter, we discovered that KGCI was not performing satisfactorily on the project. The Contracting Officer sent KGCI a Cure Notice on July 19, 2012 **(Attachment 1)** for failure to make satisfactory progress, and set a due date to complete the project. The government eventually terminated the contract for default on July 31, 2012 **(Attachment 2)**. The file also contained communications from a large number of KGCI subcontractors to the NPS contracting team complaining that KGCI was not paying them.

The contract file also contained an email from (b) (7)(C) KGCI, dated September 27, 2012, notifying NPS that he fired the Project Manager on the NPS contract, (b) (7)(C) (b) (7)(C) **(Attachment 3)**. (b) (7)(C) alleged (b) (7)(C) hired a subcontractor company to work on the NPS contract "…for benefit outside the corporation" because (b) (7)(C) or a family member owned the subcontractor company.

The contract file contained a subsequent letter (b) (7)(C) sent to the Contracting Officer, dated November 14, 2013, explaining KGCI's financial problems, and stating that he sued (b) (7)(C) in federal court for "…fraudulent and cheating practice…" **(Attachment 4)**. In that letter (b) (7)(C) related the name of the suspect subcontractor was (b) (7)(C) We initiated this investigation in order to discover any evidence of improper financial exchanges between (b) (7)(C) and [redacted] in violation of the Anti-Kickback Act of 1986.

A. (b) (7)(C) Employment with KGCI

We interviewed (b) (7)(C) to clarify the details of his allegations against (b) (7)(C) **(Attachment 5)**. He said he hired (b) (7)(C) in late 2011. According to (b) (7)(C) wanted to be considered an independent contractor through her (b) (7)(C) , instead of being hired as a traditional employee of KGCI. As Project Manager on the above-listed NPS contract, [redacted] was responsible for technical contract compliance, interfacing with the customer, and selecting subcontractors. While with KGCI, she managed several federal government construction contracts and several non-government contracts.

(b) (7)(C) said he started to "investigate" (b) (7)(C) projects because they were losing money and she was approving numerous change orders for subcontractors. He determined the [redacted] subcontract price was higher than "market rate." When (b) (7)(C) or other KGCI employees tried to address the subcontractors directly, the subcontractors said they would only talk to (b) (7)(C).

(b) (7)(C) provided KGCI business records to us regarding (b) (7)(C) employment. The first payment KGCI made to her was on February 10, 2011, pursuant to an invoice from (b) (7)(C) professional services **(Attachment 6).** On March 10, 2011 KGCI and (b) (7)(C) a "Representation/Services Agreement", and on March 14, 2011 KGCI and [redacted] executed a "Non-disclosure and Inventions Agreement" **(Attachment 7 and 8)**. (b) (7)(C) signed both documents on behalf of [redacted] The two agreements contained several conflict of interest and non-solicitation provisions prohibiting certain relationships with KGCI clients and vendors. The only documentation of KGCI terminating the relationship with (b) (7)(C) was in an email dated August 15, 2012 **(Attachment 9)**.

Review of Incorporation Records

Incorporation records from the state of Massachusetts disclosed (b) (7)(C) was (b) (7)(C) and (b) (7)(C) . (b) (7)(C) was listed as (b) (7)(C) . The company was registered on (b) (7)(C) , 2006, and the name was changed on (b) (7)(C) 2012 to (b) (7)(C) .

Incorporation records from the state of New York disclosed (b) (7)(C) was registered on (b) (7)(C) 2011 with an address of (b) (7)(C) (b) (7)(C) was listed as point of contact (but with no particular title). Other documents we obtained indicated (b) (7)(C) business address as (b) (7)(C) . Incorporation records from the state of Florida disclosed that (b) (7)(C) was registered in that state on (b) (7)(C) 2013 with a business address of (b) (7)(C) , and (b) (7)(C) was listed as (b) (7)(C) On (b) (7)(C) 2013, the name was changed to (b) (7)(C) , and the company was dissolved on (b) (7)(C) , 2014.

***Agent's Note**: On the KGCI subcontract documents and (b) (7)(C) invoices to KGCI, the company was spelled (b) (7)(C) .*

KGCI Subcontract with (b) (7)(C)

(b) (7)(C) provided us with KGCI's business records related to (b) (7)(C) KGCI issued the subcontract for work on the NPS contract to (b) (7)(C) on November 9, 2011 **(Attachment 10)**. (b) (7)(C) signed on behalf of KGCI and (b) (7)(C) signed on behalf of (b) (7)(C) The contract was for painting, drywall, and ceiling tiles, at a price of $68,000, but there was no specific period of performance. On February 12, 2012, KGCI issued an amendment to add work to the subcontract for an additional $15,000 **(Attachment 11)**. On December 11, 2011, KGCI and (b) (7)(C) entered another subcontract, signed by (b) (7)(C) (for KGCI) and (b) (7)(C) **(Attachment 12)**. The (b) (7)(C) subccontract had a price of $7500, but no place of performance was listed. The work was for demolition, moving furniture, painting, and cleaning for KGCI contract N40085-10A-5635/0004 with the U.S. Navy.

(b) (7)(C) told us it was part of (b) (7)(C) job to recommend subcontractors, and he said she told him (b) (7)(C) was the only available subcontractor that could do the work. He provided an email to us that showed that on October 24, 2011, (b) (7)(C) requested (b) (7)(C) prepare a subcontract for (b) (7)(C) **(Attachment 13)**. (b) (7)(C) explained it was company policy to obtain at least three bids for subcontracts, and then (b) (7)(C) would finalize the contract paperwork. In a second interview, he acknowledged that sometimes the requirement for three bids "slips" **(Attachment 14).**

(b) (7)(C) believed (b) (7)(C) gave the subcontract to (b) (7)(C) in order to profit from it, and he believed she was "friends" with many other KGCI subcontractors. When asked if he had specific knowledge of (b) (7)(C) receiving anything of value from (b) (7)(C) or (b) (7)(C) in exchange for the subcontract, he said he did not.

Contract Payment Dispute Between KGCI and (b) (7)(C)

From the business records (b) (7)(C) provided, (b) (7)(C) started demanding overdue payment from KGCI as early as March 23, 2012. (b) (7)(C) explained that (b) (7)(C) never submitted insurance certificates in conjunction with their subcontract, which are legal requirements, especially when working with the government. (b) (7)(C) said (b) (7)(C) working on the project without valid insurance created liabilities for

KGCI and because of that, he refused to release final payment to [redacted]. When asked why [redacted] was allowed to begin the work without submitting the certificates first, [redacted] said it was an oversight.

[redacted] said [redacted] eventually submitted an insurance form, which he provided to us, but the effective date was after the subcontract work had been completed (**Attachment 15**). [redacted] told [redacted] he needed an insurance document that was valid during the dates the work was performed. [redacted] then submitted another version of the form, but [redacted] claimed it looked like the signatures were forged (**Attachment 16**).

[redacted] provided no documentation officially terminating the [redacted] subcontracts on a distinct date. However, he did provide email communications that made it appear that [redacted] work for KGCI had ceased by March 2012. On April 2, 2013, [redacted] sued KGCI claiming KGCI still owed [redacted] $56,000 from work performed on the NPS contract (**Attachment 17**).

[redacted] and [redacted] Interceding on Behalf of [redacted]

As the dispute between KGCI and [redacted] progressed, [redacted] said [redacted] and [redacted] began to intercede on behalf of [redacted] said [redacted] appeared several times with [redacted] to mediate the conversations regarding payment. [redacted] claimed to only be there to translate for [redacted] but [redacted] opined [redacted] was "emotionally vested" in [redacted] and had no legitimate reason to be involved. When [redacted] first confronted [redacted] about [redacted] he alleged she told him [redacted] was owned by a relative or cousin. According to [redacted] KGCI employees [redacted], [redacted]; and [redacted] heard [redacted] say she was related to the [redacted] owners. [redacted] said she later denied that she was related to [redacted] personnel in any way.

[redacted] provided a number of emails in which [redacted] urged KGCI to pay [redacted] and appearing to advocate on behalf of [redacted] (**Attachment 18**). For example, on April 13, 2012, [redacted] addressed an email to [redacted] but [redacted] responded instead. On April 26, 2012, [redacted] told [redacted] "I told [redacted] that from now on anything to [redacted] can tell me." Some of the emails indicated [redacted] communicated directly with an insurance carrier regarding [redacted] insurance forms (**Attachment 19**). For example, on April 16, 2012, [redacted] told [redacted], Fiesta Auto Insurance Agency, Woodside, NY, what specific information to include on the certificate.

Relationship Between the [redacted]

We checked public record databases and immigration records and found no direct family relationship between the [redacted] (**Attachments 20 and 21**).

We interviewed several KGCI employees regarding their knowledge of family relationships between the [redacted] or payments among them in exchange for subcontracts. [redacted] told us [redacted] hired him as a consultant to examine [redacted] projects (**Attachment 22**). [redacted] did not specifically recall [redacted] or [redacted] but he did know KGCI was having problems paying subcontractors. He opined that was due to KGCI underbidding contracts. [redacted] said [redacted] told him [redacted] was related to the owner of a subcontractor, but [redacted] had no knowledge of [redacted] relationship to [redacted] personnel or receiving money from subcontractors.

[redacted], KCGI [redacted] between 2008 and 2013, told us she mostly dealt with the KGCI Project Managers, while [redacted] dealt with the subcontractors (**Attachment 23**). She said she

was not aware of a family relationship between (b) (7)(C) and [redacted] or (b) (7)(C) and had no knowledge of (b) (7)(C) receiving money from subcontractors.

(b) (7)(C), KGCI (b) (7)(C) until 2014, said (b) (7)(C) told her (b) (7)(C) was related to the owner of [redacted] but she had no direct knowledge of a family relationship or financial arrangement between them **(Attachment 24)**.

We interviewed (b) (7)(C) who said he was a (b) (7)(C) at KGCI from about 2010 to 2013 and worked directly under for (b) (7)(C) **(Attachment 25)**. He split his time among numerous projects and did not specifically remember [redacted] but he was aware of disputes between (b) (7)(C) and [redacted] (b) (7)(C) regarding subcontractor payment. [redacted] did not know of (b) (7)(C) being related to the owner of [redacted] and had no knowledge of any subcontractors paying (b) (7)(C) in exchange for subcontracts.

(b) (7)(C) told us he was the (b) (7)(C) for KGCI from April 2010 to late 2014 **(Attachment 26)**. When asked about the dispute between [redacted] and (b) (7)(C) he said [redacted] did not initially submit insurance forms, but [redacted] was allowed to proceed with the work anyway due to "human error." He was aware that (b) (7)(C) may have been related to (b) (7)(C), but only because of people talking about it in the office, and (b) (7)(C) never told him such information directly. (b) (7)(C) said he had no knowledge of financial arrangements between (b) (7)(C) and (b) (7)(C), or their companies.

(b) (7)(C) was a (b) (7)(C) with KGCI from about 2008 to 2013 **(Attachment 27)**. He told us he did not recognize the name [redacted] but he may have met (b) (7)(C) once. (b) (7)(C) claimed [redacted] once told him (b) (7)(C) was her (b) (7)(C) and she once told him her (b) (7)(C) was "running the job", but to keep that fact "low key." When asked, (b) (7)(C) said he had no knowledge of any subcontractor providing money to (b) (7)(C) in exchange for work on the government contract.

(b) (7)(C) consented to speak to us, and she stated she, her (b) (7)(C) and (b) (7)(C) were all from the same town of (b) (7)(C) **(Attachment 28)**. She stated (b) (7)(C) was a very common last name there, but she asserted she and her (b) (7)(C) had no direct family relationship to [redacted] or (b) (7)(C). She added they knew each other as children, but only re-connected in about 2010 when she retained (b) (7)(C) and (b) (7)(C) to work on an (b) (7)(C) in New Jersey. When asked why she told (b) (7)(C) they were "(b) (7)(C) claimed people in (b) (7)(C) traditionally referred to each other as "cousin" even though they were not related.

(b) (7)(C) said one of her responsibilities for KGCI was soliciting and handling subcontractors. After soliciting at least three bids, she, (b) (7)(C) and (b) (7)(C) jointly evaluated the bids and chose the winner. (b) (7)(C) then handled all the paperwork, and (b) (7)(C) approved the subcontractor's subsequent invoices.

(b) (7)(C) said (b) (7)(C) requested she find a reliable subcontractor for the work eventually awarded to [redacted] She suggested [redacted] due to the good work (b) (7)(C) and (b) (7)(C) had done for her in the past. She claimed that when she suggested [redacted] she told (b) (7)(C) that the owners of [redacted] shared her surname and were from the same (b) (7)(C) She said it was ultimately a joint decision within KGCI to hire [redacted] and she asked (b) (7)(C) to sign the [redacted] contract to demonstrate that it was okay, even though (b) (7)(C) normally signed subcontracts. (b) (7)(C) said she knew of the insurance issue with [redacted] but claimed she had not involvement in resolving it.

(b) (7)(C) stated she did not receive anything of value from (b) (7)(C), or (b) (7)(C) in

exchange for the KGCI subcontracts, and that (b) (7)(C) had a business relationship with [redacted]

After speaking to (b) (7)(C), we asked [redacted] if (b) (7)(C) had ever disclosed her common surname and country of origin with [redacted] owners to him prior to entering the subcontract with [redacted] and he said no.

We asked (b) (7)(C) to explain his relationship to (b) (7)(C) and (b) (7)(C) and his role in mediating between [redacted] and KGCI **(Attachment 29)**. He said he is the (b) (7)(C), and worked for [redacted] full-time after being laid off from another job in February 2011. He reiterated what (b) (7)(C) said, that she, he, (b) (7)(C) and (b) (7)(C) were from the same town in [redacted] but they were not related "by blood." (b) (7)(C) believed (b) (7)(C) asked him one time to accompany him to a meeting with [redacted] regarding a payment dispute. (b) (7)(C) claimed it was a very short conversation and he only suggested [redacted] "be honest and pay." He said neither he nor (b) (7)(C) received any money from (b) (7)(C) in exchange for the [redacted] subcontract with KGCI. He stated further that (b) (7)(C) had any contracts with [redacted] although he knew (b) (7)(C) had worked as a traditional employee for [redacted] the past. (b) (7)(C) said he did not know if (b) (7)(C) ever worked for [redacted]

We interviewed (b) (7)(C) and asked him to explain his relationship to (b) (7)(C) **(Attachment 30).** He could not recall her exact first name without us prompting him, but went on to explain her as an "acquaintance." He clarified that he and she are from the same town in [redacted] called (b) (7)(C) [redacted] claimed he did not know (b) (7)(C) when he was in [redacted] but he had known her [redacted] (b) (7)(C) and he also knew (b) (7)(C) when they were in (b) (7)(C) essentially could not discount the possibility that he and (b) (7)(C) were (b) (7)(C), but he would have to ask his (b) (7)(C) arrived in the U.S. in the (b) (7)(C) but did not have contact with [redacted] or (b) (7)(C) until years later.

Agent's Note: [redacted] *is province in* (b) (7)(C) *and* (b) (7)(C) *is located within* (b) (7)(C).

When asked (b) (7)(C) who introduced him to KGCI, he said (b) (7)(C) [known to agents to be (b) (7)(C)] called him and asked for a price quote, and then he called back and offered the job. He could not remember any dates, but remembered he had to get an ID and submit paperwork in order to work on the job. We asked if he meant a background check, and (b) (7)(C) replied yes. (b) (7)(C) said he was the only one who worked on the job for [redacted] except that he brought his (b) (7)(C) to help twice. He said he worked two small jobs and one large job. Regarding the insurance certificates, he said he always started working the KGCI contracts without a subcontract having been signed, and nobody ever asked him for insurance certificates until he demanded payment.

When asked if (b) (7)(C) or (b) (7)(C) interceded for him with the payment dispute, (b) (7)(C) said they did not. Later in the interview he said (b) (7)(C) went with him to a meeting once with (b) (7)(C) but only to translate. He also explained he begged (b) (7)(C) to "talk to her boss" because he had talked to (b) (7)(C) (b) (7)(C) and (b) (7)(C) and they would not pay him. (b) (7)(C) claimed he did not know (b) (7)(C) contacted the insurance agent directly regarding the certificates, and he did not know the extent that (b) (7)(C) argued with [redacted] on (b) (7)(C) behalf.

(b) (7)(C) denied providing anything of value to (b) (7)(C) or (b) (7)(C) in exchange for the subcontract with KGCI. He further stated [redacted] never had a contract with [redacted]. However, he acknowledged he performed work for [redacted] at a Motel 6 after the KGCI contracts. Whenever he worked for [redacted] it was as an employee, not under a subcontract from (b) (7)(C).

Review of Bank Records

Review of bank records confirmed (b) (7)(C) and (b) (7)(C) as employees before and after the period of performance of the subcontract between KGCI and [redacted] **(Attachment 31)**. One of those checks came from a personal account of (b) (7)(C) and (b) (7)(C) However, there were no payments from (b) (7)(C), or (b) (7)(C) to [redacted], (b) (7)(C) or (b) (7)(C) Likewise, we found no evidence of business or financial transactions directly between (b) (7)(C).

SUBJECT(S)

(b) (7)(C)

(b) (7)(C)

(b) (7)(C)
Last registered address as of the date of this report:
(b) (7)(C)

(b) (7)(C)
(b) (7)(C)
(b) (7)(C)

DISPOSITION

Since we found no violations of law, we did not refer this investigation to the Department of Justice. We referred the findings of this investigation to NPS for information only.

ATTACHMENTS

1. Cure Notice to KGCI, dated July 19, 2012.
2. Contract Termination, dated July 31, 2012.
3. Email from (b) (7)(C) to (b) (7)(C), dated September 27, 2012.
4. Letter from (b) (7)(C) to (b) (7)(C), dated November 14, 2013.
5. Investigative Activity Report (IAR), Interview of (b) (7)(C) on February 2, 2015.
6. KGCI's First Payment to (b) (7)(C) dated February 10, 2011.
7. Representation/Services Agreement, dated March 14, 2011.
8. Non-disclosure and Inventions Agreement, dated March 10, 2011.
9. Email from (b) (7)(C) to (b) (7)(C) dated August 15, 2012
10. KGCI Subcontract with [redacted] dated November 9, 2011.
11. KGCI Subcontract Amendment with [redacted] dated February 12, 2012.
12. Second KGCI Subcontract with [redacted] dated December 11, 2011.
13. Email from (b) (7)(C) to (b) (7)(C) dated October 24, 2011.
14. IAR, Second Interview of (b) (7)(C) on September 29, 2015.
15. First GE Insurance Form.
16. Second GE Insurance Form.

17. GE Federal Court Complaint against KGCI.
18. Emails from (b) (7)(C) to KGCI, dated April 13-26, 2012.
19. Emails between (b) (7)(C) and Insurance Carrier, dated April 16-18, 2012.
20. IAR, Analysis of Potential Relationships
21. IAR, Review of Immigration Records.
22. IAR, Interview of (b) (7)(C) on
23. IAR, Interview of (b) (7)(C) September 22, 2015.
24. IAR, Interview of (b) (7)(C) on September 23, 2015.
25. IAR, Interview of (b) (7)(C) on September 24, 2015.
26. IAR, Interview of (b) (7)(C) on September 29, 2015.
27. IAR, Interview of (b) (7)(C) on September 24, 2015.
28. IAR, Interview of (b) (7)(C) on August 25, 2015.
29. IAR, Interview of (b) (7)(C) on September 23, 2015.
30. IAR, Interview of (b) (7)(C) on October 27, 2015
31. IAR, Review of Subpoenaed (b) (7)(C) Bank Records

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	OI-VA-15-0393-I
Reporting Office	**Report Date**
Herndon, VA	September 1, 2015
Report Subject	
Final Report of Investigation	

SYNOPSIS

On April 6, 2015, the U.S. Department of Interior (DOI), Office of Inspector General (OIG) initiated this investigation after receiving an allegation that (b) (7)(C) (b) (7)(C) National Mall and Memorial Parks, National Capital Region, National Park Service (NPS) may have been involved in workers compensation fraud. The allegation detailed that (b) (7)(C) may have been employed at a (b) (7)(C), while claiming worker compensation at the NPS.

In furtherance of this investigation our office initiated a review of data from the Agency Query System (AQS), and the Department of Labor (DOL) Office of Workers Compensation Program (OWCP) case file, to determine the extent of employment claims made by (b) (7)(C) Investigative steps also included conducting an employment verification search for (b) (7)(C) at the (b) (7)(C). In addition we interviewed (b) (7)(C) regarding the allegation and his workers compensation claim.

Our efforts determined that there was no evidence to indicate that (b) (7)(C) had worked at a (b) (7)(C) (b) (7)(C) during the time period which he had collected funds on his workers compensation claim. Additionally, (b) (7)(C) affirmed that he had no other employment, besides what he had claimed to DOL, since going on the periodic rolls for workers compensation.

BACKGROUND

On (b) (7)(C), 2007, (b) (7)(C) had filed a workers compensation claim on the basis of having a (b) (7)(C) related to a series of violent altercations he had witnessed by his coworker, (b) (7)(C) NPS. (b) (7)(C) stated that in one of the altercations, he witnessed (b) (7)(C) threatening another coworker with a knife to the coworker's throat. In another

Reporting Official/Title	Signature
(b) (7)(C) Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) ASAC	Digitally signed.

Authentication Number: 2DE5F56453F151E20CD6CCCCDA7181E9

altercation in January 2007, (b) (7)(C) claimed that (b) (7)(C) threatened to come to work and use a firearm to shoot someone. (b) (7)(C) claimed that as a result of these altercations he was in constant fear while at work and had fallen victim to a great deal of (b) (7)(C) **(Attachment 1)**

DETAILS OF INVESTIGATION

On April 6, 2015, the DOI-OIG initiated this investigation after receiving an allegation that (b) (7)(C) may have been involved in workers compensation fraud. The allegation detailed that (b) (7)(C) may have been employed at a (b) (7)(C), while claiming worker compensation at the NPS. **(Attachment 2)**

A review of (b) (7)(C) DOL OWCP file, case number (b) (7)(C) revealed that (b) (7)(C) had filed the required form CA-1032 for each year between 2009 through 2014. (b) (7)(C) had certified on each CA-1032 that he had not worked for any employer during the 15 months prior to signing each CA-1032. (b) (7)(C) had claimed that he was self-employed as a (b) (7)(C) on his CA-1032's in 2009, 2010 and 2011. **(Attachment 3)**

We contacted the (b) (7)(C), in an attempt to verify if (b) (7)(C) had ever been employed with (b) (7)(C) We were directed to use the third party vendor CCC Verify who handled all employment verification requests at (b) (7)(C) On June 19, 2015, we ran a search through CCC Verify using (b) (7)(C) Social Security number. The results were negative as no employee with that social security number could be found. **(Attachment 4)**

On August 28, 2015, we interviewed (b) (7)(C) at the DOI-OIG Eastern Region Office of Investigations at 381 Elden St, Suite 1120, Herndon, VA. (b) (7)(C) representative, was also present at the interview. (b) (7)(C) stated that he had never worked at a (b) (7)(C) or had any other employment besides his self-employment as a (b) (7)(C) while receiving workers compensation. **(Attachment 5)**

SUBJECT(S)

(b) (7)(C)

DISPOSITION

Based on the results of our investigative efforts, we were not able to determine any fraudulent claims for workers compensation made by (b) (7)(C)

ATTACHMENTS

1. Department of Labor (DOL) Office of Workers Compensation Program case file
2. IAR - Case Initiation
3. IAR –Review of (b) (7)(C) Workers Compensation Claim Documents
4. (b) (7)(C) Store Employment Verification
5. IAR – Interview of (b) (7)(C)

OFFICE OF INSPECTOR
U.S. DEPARTMENT OF

REPORT OF INVESTIGATION

Case Title	Case Number
(b) (7)(C)	PI-PI-13-0562-I
Reporting Office	**Report Date**
Program Integrity Division	**July 10, 2014**
Report Subject	
Report of Investigation	

SYNOPSIS

We investigated an anonymous hotline complaint alleging that (b) (7)(C) (b) (7)(C), Office of Law Enforcement and Security, Bureau of Land Management (BLM), was committing time and attendance fraud. The complainant alleged that (b) (7)(C) was never in the office but his time and attendance reflected that he was, and that he was not claiming the leave hours he used. During our investigation, (b) (7)(C) (b) (7)(C) BLM, asked us to also investigate a trip that (b) (7)(C) took to Salt Lake City, UT, in (b) (7)(C) 2014. (b) (7)(C) had claimed the trip was to conduct official U.S. Government business, but it appeared to have been personal in nature.

Our investigation did not substantiate the allegation that (b) (7)(C) was falsifying his time and attendance. It does appear, however, that he traveled to Salt Lake City, at the Government's expense, at least partially for personal reasons.

(b) (7)(C) planned an official trip to Salt Lake City from (b) (7)(C), 2014. The trip coincided with an outdoor-retailer trade show in the city. He told BLM employees that the purpose of his trip was twofold: to attend the show and also to meet with other BLM employees in Utah. When he requested a travel authorization from his supervisors, however, he mentioned only the meetings as justification for the trip. (b) (7)(C) attended official meetings on (b) (7)(C) but spent most of (b) (7)(C) (b) (7)(C) at the show. He did not attend any meetings on (b) (7)(C) and conducted only minimal official business via telephone. We also learned that because no hotel rooms were available in Salt Lake City at the per diem rate of $115 during his trip, (b) (7)(C) stayed for 2 nights in a hotel in Park City, UT, at a much higher per diem rate of $211.

We are providing this report to the Director of BLM for any action deemed appropriate.

Reporting Official/Title	Signature
(b) (7)(C), Special Agent	
Approving Official/Title	Signature
(b) (7)(C), Special Agent in Charge	

Authentication Number: 1A5EBB47BC0D6041E5249FA02B8BBF81

DETAILS OF INVESTIGATION

We initiated our investigation on October 30, 2013, based on an anonymous hotline complaint alleging that (b) (7)(C) Office of Law Enforcement and Security (OLES), Bureau of Land Management (BLM), was committing time and attendance fraud. The complainant alleged that (b) (7)(C) was never in the office but his time and attendance reflected that he was, and that he was not claiming the leave hours he used.

As we investigated this allegation, (b) (7)(C) (b) (7)(C) asked us to also investigate an ostensibly official trip that (b) (7)(C) took to Salt Lake City, UT, in (b) (7)(C) 2014 because the trip appeared to have been personal in nature.

Time and Attendance

We interviewed (b) (7)(C) about the time and attendance allegation against (b) (7)(C) (**Attachments 1 and 2**). (b) (7)(C) stated that (b) (7)(C) core work hours were from 7 a.m. to 5 p.m. and that he was required to work 10 hours a day because he received law enforcement availability pay. (b) (7)(C) explained that he permitted (b) (7)(C) and the other employees who reported directly to him to adjust their hours based on their work assignments. He said that (b) (7)(C) traveled frequently, 2 to 3 days a week. He was not aware of any complaints concerning (b) (7)(C) or his duty performance and said he felt the allegation was "baseless."

The allegation named three individuals who supposedly had knowledge of (b) (7)(C) falsifying his time and attendance reports, but none of them provided any relevant information (**Attachments 3 through 8**).

We also reviewed emails and time and attendance reports from (b) (7)(C) Government accounts. We did not find any information that indicated (b) (7)(C) was falsifying his time and attendance reporting.

Travel to Salt Lake City

We interviewed (b) (7)(C), BLM Region 3 (**Attachments 9 and 10**). (b) (7)(C) told us that on (b) (7)(C), 2014, (b) (7)(C) contacted him and said he wanted to travel to Salt Lake City to attend an outdoor-retailer trade show and hoped to include some meetings at (b) (7)(C) office in Salt Lake City while he was there. (b) (7)(C) told us (b) (7)(C) arrived in Salt Lake City on Wednesday, (b) (7)(C), 2014, and spent several hours in separate discussions with (b) (7)(C) and two of his employees, (b) (7)(C) (b) (7)(C) and (b) (7)(C) did not know, however, if (b) (7)(C) actually attended the outdoor show the next day.

(b) (7)(C) explained that the show is held twice a year in Salt Lake City and that he and other employees had attended it in the past, usually during their lunch breaks. (b) (7)(C) also said that former Secretary of the Interior Ken Salazar had been an official speaker at the show in the past. He said the retailers at the show exhibited their products to potential customers, but he did not recall products being sold at the show. (b) (7)(C) said there was an official purpose for attending the show because the products on display there could be useful to the Government.

(b) (7)(C) said that (b) (7)(C) told him that his (b) (7)(C) was affiliated with one of the companies represented at the show. The (b) (7)(C) had recommended that (b) (7)(C) attend the show

and had given him a free entrance pass. (b) (7)(C) said that (b) (7)(C) commented that this trip could get him fired because the reason for his travel was to attend the show.

We interviewed (b) (7)(C) who told us that during (b) (7)(C) visit, she spent about 20 minutes with him talking about a few OPR investigations she had assisted him with in the area (**Attachments 11 and 12**). (b) (7)(C) said that she had met him once before and had spoken to him on the phone several times, but this was the first time the two of them had the time to sit down and talk about this work. She said that their conversation involved some personal topics as well as general conversation about the investigations.

(b) (7)(C) knew about the outdoor show, but said she had never attended it. She described it as one of the largest shows in the country, with many major outdoor retailers, such as REI and Columbia, in attendance. She believed that a person had to be sponsored by a company to attend the show and did not think it was open to the public.

We also interviewed (b) (7)(C) who told us that he and (b) (7)(C) had a casual conversation on (b) (7)(C) 2014, for approximately 1 hour (**Attachments 13 and 14**). (b) (7)(C) recalled that (b) (7)(C) was supposed to meet with (b) (7)(C) and, he thought, (b) (7)(C) U.S. Fish and Wildlife Service's Office of Law Enforcement. (b) (7)(C) was certain that (b) (7)(C) met with (b) (7)(C) but did not know if he met with (b) (7)(C) or anyone else during his trip.

(b) (7)(C) said that (b) (7)(C) mentioned the outdoor show during their conversation. He recalled that (b) (7)(C) told him he had a "buddy" at the show and mentioned he might attend if he had time. (b) (7)(C) was familiar with the show, explaining that it was held twice a year in the Salt Palace Convention Center in Salt Lake City. He told us he had been to the show several years before, after receiving a free pass from another BLM employee. (b) (7)(C) said he attended the show to see what the different vendors were selling and what new products were coming out that might be useful to Government employees. He said, for example, that at the show he attended, he saw hydration packs developed by Camelbak that could be useful to BLM employees who were involved in missions to eradicate marijuana gardens.

When we interviewed (b) (7)(C) he told us that (b) (7)(C) who was once his supervisor, contacted him in early (b) (7)(C) 2014 and mentioned he was planning to travel to Salt Lake City later that month and would be attending the outdoor show (**Attachments 15 and 16**). (b) (7)(C) said he told (b) (7)(C) he did not know anything about the show, but he agreed to meet with (b) (7)(C) in Salt Lake City because he had "a bunch of other things that are open ended with (b) (7)(C)" that would justify a trip.

On (b) (7)(C), 2014, (b) (7)(C) sent an email to (b) (7)(C) telling him he was planning a trip to Salt Lake City to attend the outdoor show and to meet with (b) (7)(C) adding that he was "just trying to build in some meeting times" to discuss ongoing operations (**Attachment 17**). The next day, (b) (7)(C) emailed (b) (7)(C) and his supervisor at the time, former (b) (7)(C), and asked to travel to Salt Lake City, telling them he planned to meet with (b) (7)(C) on (b) (7)(C) and with (b) (7)(C) and (b) (7)(C) on (b) (7)(C) (**Attachment 18**). In the email, (b) (7)(C) also mentioned that he planned to meet with (b) (7)(C) on (b) (7)(C) to discuss "joint training on use of force incidents" and borrowing Fish and Wildlife Service investigators to help BLM when needed.

We asked (b) (7)(C) if he mentioned the outdoor show in the email he sent to (b) (7)(C) and (b) (7)(C) (see Attachments 15 and 16). He replied that he probably had not because he would not have been able to knowledgeably answer any questions about the show and its purpose.

(b) (7)(C) told us that since he put his trip to Salt Lake City together at the last minute, he found that due to the outdoor show no hotel rooms were available at the Government per diem rate, which was $115 (**Attachment 19**). He therefore made hotel reservations in Park City, UT, where the per diem rate for lodging was $211.

(b) (7)(C) said that he met with (b) (7)(C), and (b) (7)(C) on (b) (7)(C), and attended the outdoor show on (b) (7)(C), for a few hours in the afternoon (see Attachments 15 and 16). He confirmed that he received a free entrance pass from his (b) (7)(C) who works for the (b) (7)(C) and whom he identified only as "(b) (7)(C) We asked him if he had done anything work related on (b) (7)(C) besides attend the show, and he told us he checked his email and answered phone calls from work, but did not attend any other meetings. (b) (7)(C) denied commenting that the trip could get him fired.

(b) (7)(C) told us he never saw (b) (7)(C) during the trip. He said that he made numerous attempts to get in touch with (b) (7)(C) while in Salt Lake City but later learned from (b) (7)(C) that (b) (7)(C) had lost his cell phone.

We interviewed (b) (7)(C) who said that sometime in (b) (7)(C) 2014, he told (b) (7)(C) he was traveling to Salt Lake City later in the month to meet with "Fish and Wildlife Resources" (**Attachments 20 and 21**). (b) (7)(C) said that (b) (7)(C) was also planning to travel to Salt Lake City and they agreed to meet for lunch while they were there. He said that (b) (7)(C) did not discuss in detail the purpose of his travel but did say that he planned to attend the outdoor show. (b) (7)(C) did not recall mentioning the show to (b) (7)(C) he told us that he had no reason to attend this particular show and had not attended it in the past. (b) (7)(C) said he ultimately cancelled his trip to Utah.

We asked (b) (7)(C) if he had spoken to (b) (7)(C) while (b) (7)(C) was in Salt Lake City or if he had missed any calls from (b) (7)(C) during that time. (b) (7)(C) told us he had not. He also said that although he occasionally misplaced his cell phone or left it lying around, he had not lost it as (b) (7)(C) had stated.

(b) (7)(C), who is currently a (b) (7)(C) with the Fish and Wildlife Service, confirmed that she received (b) (7)(C), 2014 email requesting to travel to Salt Lake City (**Attachments 22 and 23**). She approved both his travel authorization and travel voucher for the trip. She said she knew nothing about (b) (7)(C) attendance of the outdoor show until well after the trip was over.

She told us she did not have a problem with (b) (7)(C) attending the show as a part of his trip but said she would not have approved his travel if the show had been its only purpose. She said (b) (7)(C) should have informed her that he wanted to attend the show, and she would have approved his travel as long as it was determined to be work related. She told us that if (b) (7)(C) had not conducted any official business on (b) (7)(C), he should have taken leave that day and not claimed to have worked any official hours. If (b) (7)(C) first intent was to attend the show and he then built in meeting times just so he could travel to Salt Lake City, she said, she would be upset, but she would not have thought it inappropriate if he had filled his day with telephone calls and emails.

A review of (b) (7)(C) travel voucher revealed the "Purpose Description" for the trip was "Meetings with OLES personnel and OPR training provided," but the show was not listed (see Attachment 19). Attached to the voucher is a $20 parking receipt from "City Creek – Salt Lake City." (b) (7)(C) told us that this parking garage was near the Salt Palace Convention Center, where the outdoor show was held

(see Attachment 16). The time stamp on the receipt shows that he parked there on January 23 at 10:29 a.m. and paid for his parking at 7:28 p.m.—a period of 9 hours (see Attachment 19).

We also reviewed copies of the (b) (7)(C), 2014 call records for (b) (7)(C) Government-issued smartphone (**Attachments 24 and 25**). According to the records, which (b) (7)(C) provided from the U.S. Department of the Interior's "MyTelcoManager" site, he received three phone calls and made one call on (b) (7)(C). All of the calls occurred between 10:02 a.m. and 7:16 p.m. The total time for all four calls was 32 minutes.

SUBJECT(S)

(b) (7)(C), Bureau of Land Management Law Enforcement, Boise, ID.

DISPOSITION

We are providing this report to the Director, Bureau of Land Management, for any action deemed appropriate.

ATTACHMENTS

1. IAR – Interview of (b) (7)(C) on October 30, 2013.
2. Transcript of interview of (b) (7)(C) on October 30, 2013.
3. IAR – Interview of (b) (7)(C) on February 12, 2014.
4. Transcript of interview of (b) (7)(C) on February 12, 2014.
5. IAR – Interview of (b) (7)(C) on February 19, 2014.
6. Transcript of interview of (b) (7)(C) on February 19, 2014.
7. IAR – Interview of (b) (7)(C) on February 12, 2014.
8. Transcript of interview of (b) (7)(C) on February 12, 2014.
9. IAR – Interview of (b) (7)(C) on March 11, 2014.
10. Transcript of interview of (b) (7)(C) on March 11, 2014.
11. IAR – Interview of (b) (7)(C) on April 1, 2014.
12. Transcript of interview of (b) (7)(C) on April 1, 2014.
13. IAR – Interview of (b) (7)(C) on April 2, 2014.
14. Transcript of interview of (b) (7)(C) on April 2, 2014.
15. IAR – Interview of (b) (7)(C) March 13, 2014.
16. Transcript of interview of (b) (7)(C) on March 13, 2014.
17. Email string between (b) (7)(C) and (b) (7)(C) on January 20 and 21, 2014.
18. Email from (b) (7)(C) to (b) (7)(C) and (b) (7)(C) on January 21, 2014.
19. Travel voucher TV000010SS and receipts for (b) (7)(C) travel to Salt Lake City, UT, January 22 to 24, 2014.
20. IAR – Interview of (b) (7)(C) on March 27, 2014.
21. Transcript of interview of (b) (7)(C) on March 27, 2014.
22. IAR – Interview of (b) (7)(C) on April 22, 2014.
23. Transcript of interview of (b) (7)(C) on April 22, 2014.
24. Cell phone records of (b) (7)(C) for January 9 through 23, 2014.
25. IAR – Review of (b) (7)(C) cell phone records on May 5, 2014.