

AGREEMENT-IN-PRINCIPLE

BETWEEN

THE SHOSHONE-BANNOCK TRIBES

AND

THE UNITED STATES DEPARTMENT OF ENERGY

September 26, 2022

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THIS AGREEMENT-IN-PRINCIPLE (“Agreement”) is entered into between the Shoshone-Bannock Tribes (“Tribes”) of the Fort Hall Indian Reservation (“Reservation”), under the authority of Article VI of the Tribal Constitution, and the United States Department of Energy (“DOE”), under the authority of 42 U.S.C. §7101 et. seq. The Tribes and DOE (collectively, the “Parties”) agree that it is mutually beneficial to continue and improve upon the government-to-government relationship that is founded upon the Fort Bridger Treaty of July 3, 1868, 15 Stat. 673 (“Treaty”), and which has evolved under a Working Agreement formalized between the Parties on September 29, 1992, and a series of Agreements-in-Principle (“AIPs”) dated August 6, 1998; September 27, 2000; December 10, 2002; December 3, 2007; December 18, 2012; and September 25, 2017. This Agreement—with the DOE recognizing the inherent and Treaty rights of the Tribes—supersedes the Working Agreement of September 29, 1992, and all previous AIPs referenced above and further defines a working relationship between the Parties. This Agreement has no effect on or applicability to the Naval Reactor Facility activities.

I. PURPOSE AND INTRODUCTION

This Agreement reflects the understanding and commitment between the Parties to increase the Tribes’ level of assurance that activities being conducted at the Idaho National Laboratory (“INL”) site protect the health, safety, environment, and cultural resources and address Tribal interests in DOE-administered programs. This Agreement is applicable to actions and operations of DOE and its contractors on the lands of the INL that affect original ancestral territory and Tribal lands. DOE agrees to facilitate, to the extent practicable, Tribal interface with other federal agencies regarding actions and operations of such agencies on INL and other DOE lands that affect original ancestral territory and Tribal lands.

This Agreement is designed to promote increased interaction, understanding, and cooperation on issues of mutual concern. DOE acknowledges its trust responsibility to the Tribes and will strive to fulfill this responsibility through this Agreement, DOE American Indian and Alaska Native Tribal Government Policy and other American Indian program initiatives. By this Agreement, DOE agrees to consider all access requests and shall provide permission, on a case-by-case basis, allowing access except where safety and security concerns preclude.

The Tribes are a sovereign government obligated to protect individual and communal interest, both on and off the Reservation, as the successors-in-interest to Indian signatories to the Treaty. Accordingly, the Tribes have the responsibility to protect the health, welfare, and safety of their members, the Tribal homelands, and the environment and cultural resources of the Tribes. The Tribes’ Reservation was created by Executive Order in 1867. The Reservation, original ancestral territories, and ceded areas (collectively, “Tribal homelands”) are the cultural, political, and economic center of the Tribes and are essential to their survival. DOE recognizes the existence of the Tribes’ Treaty rights and interests and is committed to identifying, assessing, limiting, and mitigating impacts of the INL activities on, at, or related to INL, that are under DOE control, which

affect areas covered by the Tribes' Treaty rights, including both unoccupied lands of the United States and Reservation lands.

Therefore, activities on, at, or related to the INL should prevent impacting the unoccupied lands and Reservation lands of the Tribes, and not impair the Tribes' ability to protect the health, welfare, and safety of the Reservation residents and/or the environment and cultural resources of the Tribes.

Article 4 of the Treaty reserved unto the Tribes and their members hunting, fishing, and gathering rights on unoccupied lands of the United States. The Parties recognized that the rights provided by the Treaty extend to areas in Idaho and other states, including but not limited to the Salmon River and Snake River regions which may be affected by activities on, at or related to the INL. These guaranteed Treaty rights are of paramount importance to the Tribes, and they support Tribal subsistence and culture. Therefore, the ecosystem in these areas must be protected and to the extent possible, remain productive. The land withdrawal of the INL lands for DOE activities and subsequent declarations have identified the INL as occupied lands. The Parties agree that in the event the occupied status of any INL lands may change during the term of this Agreement, DOE will consult with the Tribes regarding the application and exercise of Tribal Treaty rights on those lands.

Consultation for activities under this Agreement will follow a progressive process, which includes: 1) notifications and discussions at a working level; 2) technical briefings and discussions to mitigate impacts and effects; and 3) where required or necessary to make governmental decisions and/or resolve disputes, a formal government-to-government consultation between the Fort Hall Business Council ("FHBC") and the DOE-Idaho Operations Office Manager. The Parties will work together to develop a Memorandum of Understanding that outlines the procedures to be followed for each of these levels of consultation.

DOE has the primary responsibility to assure that the health and safety of the public and Tribal community of the Reservation are protected from hazards associated with the activities on, at, or related to INL activities. It is the policy of DOE to meet all applicable health, safety, environmental, and transportation standards.

DOE also has the responsibility to protect and manage the natural and cultural resources within its jurisdiction. As stewards of INL lands, DOE strives to protect the natural and cultural resources consistent with the principles of ecosystem management and resource protection, in accordance with the applicable federal laws, regulations, policies, and executive orders. The Tribes are critical to helping DOE achieve those goals.

II. PROGRAM ADMINISTRATION

A. Program Implementation

The Parties recognize that the effectiveness of this Agreement rests upon a commitment by both Parties to implement the provisions described within this document. The Tribes' interests in the AIP will be administered by the Tribal/DOE (TDOE) Program Director and the Tribal Office

of Emergency Management (TOEM) Director (collectively “Directors”). The Tribal/DOE Program has the responsibility to implement Tribal interests for the TDOE program. The TOEM Director has the responsibility to implement Tribal interests for the TOEM program. Each program will be supported by separate Cooperative Agreements with DOE. The Directors agree to provide to DOE separate accountings of DOE funding authorized and obligated under the Cooperative Agreements. The Directors will separately report to the FHBC concerning program/project performance and accomplishments.

Implementation may require that Tribal specialists and/or consultants review the reports, and such specialists or consultants will be retained by the Tribes with funds from the Cooperative Agreements associated with this Agreement. The Tribes will ensure that specialists and/or consultants retained with Cooperative Agreement funds are appropriately qualified for the work to be performed and that their rates are competitive or otherwise justified as fair and reasonable. Tribal hiring practices shall be followed. Reports generated by the specialists and/or consultants retained with Cooperative Agreement funds will be provided to the DOE within thirty (30) days of receipt by the Tribal programs. Where any report is marked confidential, sensitive, proprietary, or classified by the Tribes, DOE agrees to treat such report as confidential and will not permit disclosure such report without the Tribes’ prior written consent, except as may be required by applicable law or by order of a Court of competent jurisdiction.

The Tribes may independently coordinate and collaborate with INL Oversight Program or other DOE oversight groups or organizations as desired to establish or maintain dialogue between the Tribes and the State to obtain environmental monitoring information and/or other information that has the potential to affect known Tribal interests. DOE representatives will facilitate implementation by assisting the Tribes in securing surveillance and other related environmental monitoring information that is or may become available.

A reciprocal, open, and sincere exchange of information is necessary to satisfactorily discharge DOE and Tribal commitments in this Agreement. The Tribal/DOE Program Director will work as a liaison between the Parties. The Director will actively communicate information developed under this Agreement to the Council and the Tribal membership. The Director will have primary responsibility for communicating and promoting Tribal involvement in DOE activities and programs. The Director must also understand and represent Tribal interests to DOE and related groups, boards, and committees. The Tribes may appoint Tribal representatives, other than the Director to represent Tribal interests identified under this Agreement. Furthermore, the Director is expected to function as the primary Tribal Advocate to DOE and to assure Tribal interests are presented and addressed. Meaningful involvement can only occur if the interested/affected population has adequate knowledge about the issues of concern.

The DOE American Indian Program Manager (“DOE Program Manager”) will provide information to the Tribes, in coordination with the Tribal/DOE Program Director, to support activities and functions. Additionally, the DOE Program Manager will promote Tribal interests, educate, and provide guidance for DOE personnel with regard to the DOE American Indian and Alaskan Native Tribal Government Policy and the contents of this Agreement. This will also include communicating information on the Tribes’ concerns to other DOE Headquarters (“DOE-HQ”) elements. This does not preclude the Tribes from directly communicating with DOE-HQ.

The DOE Program Manager will also identify available INL resources in support of mutually agreed upon initiatives and oversee and encourage INL efforts by continuing regular interaction with the designated INL Tribal relations point of contact.

In addition, the DOE Program Manager may also be requested to assist the Tribes on matters within DOE's purview, but outside the scope of this Agreement. This may include facilitation between the Tribes and any DOE contractor, organization, or other DOE-HQ elements.

The Parties will endeavor to hold bi-monthly meetings between technical staff either in person, teleconference, or videoconference to provide Tribal staff with regular notices and open dialogue on INL site-related matters.

B. Environmental Management and Nuclear Energy Participation

DOE is responsible for cleaning up the legacy of radioactive and chemically hazardous waste at the INL, preventing further environmental contamination, undertaking environmental restoration, and instituting responsible environmental management, including long term stewardship planning and implementation. DOE prepares environmental management plans to identify, integrate, and prioritize compliance and cleanup activities at the INL and other nuclear facilities and sites, and facilitate budget requests to Congress. The environmental management process and planning relate to the development and implementation of several DOE activities, including but not limited to the following areas: environmental restoration, waste management, decontamination and decommissioning, facility transition, technology development, long term stewardship, and transportation and storage of waste.

The Tribes are the primarily affected tribe with respect to DOE and INL plans and activities, and they have a role in DOE's planning and implementation process for environmental restoration, long-term stewardship, waste management, and other DOE/INL current and future missions.

The Tribes agree to provide personnel funded under the TDOE Cooperative Agreement, and the TOEM Cooperative Agreement where appropriate, to perform the following tasks in support of the development of the INL plans:

1. Attend and participate as a member in Tribal Working Groups, DOE's Idaho Cleanup Project Citizens Advisory Board (CAB), the State and Tribal Government Working Group (STGWG), , and other related environmental management meetings, committees and boards which may be formed or scheduled after the official signing of this Agreement;
2. Provide written comments and identify concerns to DOE on DOE environmental management documents, reports and implementation within agreed upon time frames;
3. Provide opportunities for DOE and contractor representatives to make presentations to the FHBC, Tribal personnel, and the Tribal membership regarding Environmental Management (EM) and Nuclear Energy (NE) or other related activities;

4. Provide opportunities for DOE and the FHBC to participate in Government to Government consultation, when needed or requested, to make good faith efforts to resolve issues of concern in a timely matter;
5. Participate in planning groups or meetings concerning the future site uses, changing missions, and land uses of INL and provide substantive input on the alternatives proposed;
6. Participate in the EM regulatory planning process, where appropriate, including review of proposed environmental restoration and waste management activities (not including emergency management) at the INL, actions proposed under the Federal Facilities Agreement and Consent Order (FFACO), and other relevant activities at the INL;
7. Provide comments on technologies and research developed for EM restoration and cleanup activities and the nuclear energy mission, including environmental review for any proposed deployment of advance reactors.

DOE will provide early notification of proposed DOE activities and scheduled briefings regarding the EM regulatory planning process and negotiations of enforceable agreements, including review of proposed environmental restoration and waste management activities at the INL, actions proposed under the FFACO, and other relevant activities at the INL.

III. CULTURAL RESOURCES PROGRAM

The primary function of the Tribes' Cultural Resources Program is to work with DOE and other federal, state, and private entities for involvement in all applicable federal laws and policies that serve to protect and preserve cultural resources on the Tribal homelands.

As a sovereign nation, the Tribes have enacted policies on behalf of the membership that affect the political integrity, economic security, health, or welfare of the Tribes, and the Reservation community. In 2018, the FHBC enacted policy statements that guide staff and federal agencies for NAGPRA and Cultural Resources situations. When permissible under Federal law, DOE will consider Tribal policies to guide actions regarding cultural resource issues at the INL Site.

A. Protection of Cultural Resources

The INL is located on federal land, which is recognized as part of the original inherent ancestral territory of the Tribes, and contains important Tribal cultural material, areas of significance, and important landscapes that cannot be replaced once lost. Neither the Tribes nor DOE wish to disturb these resources, but both recognize that cultural resources may be affected during the course of activities on the INL. Protection of these cultural resources, access to sacred sites and sites of traditional use, and repatriation of Native American Indian human remains along with items of cultural patrimony or other associated cultural and historical items are of paramount importance to the Parties. As stewards of the resources on the INL, DOE has a trust responsibility to the Tribes in the management of the Tribes' cultural resources on INL property and for compliance with all applicable cultural resource laws, regulations, executive orders, and DOE policies. DOE agrees to continue coordination, collaboration, and consultation with the Tribes in their compliance responsibilities with the laws, regulations, executive orders, memoranda,

policies, DOE Orders. DOE agrees to continue the development of a relationship of trust and transparency with the Tribes.

DOE will comply with all applicable federal laws and policies, including but not limited to: National Historic Preservation Act (“NHPA”), Native American Graves Protection and Repatriation Act (“NAGPRA”), Archaeological Resources Protection Act (“ARPA”), American Indian Religious Freedom Act (“AIRFA”), the DOE American Indian and Alaska Native Tribal Government Policy, Executive Orders and Memoranda, and the DOE Cultural Resource Policy and DOE Orders dealing with the protection of cultural resources.

DOE understands the Tribes’ position that cultural resources include but are not limited to natural resources, historic properties of cultural and religious significance, camps, burial areas and associated funerary objects, and other items of Tribal cultural patrimony. DOE further understands that objects of religious, traditional, or historic importance to the Tribes include traditional plants, wildlife, and landscapes. When the DOE or its contractors undertake any survey, study, testing, removal, collection, data recovery, or excavation of cultural resources on the INL site that has the potential to disturb or result in the permanent loss of those cultural resources, the DOE will notify the Tribal/DOE Program Director and the Cultural Resource Specialist in sufficient amount of time for Tribes to provide personnel for oversight activities. DOE will involve the Tribes by providing access, opportunities for participation in project planning, and determining effects to the resource except where Tribal involvement is precluded for national security reasons. DOE will provide the Tribes reasonable opportunity and adequate timeframes to comment and respond to the undertaking. DOE understands that the Tribes are essential in making Adverse Effect determinations on cultural resources. DOE will consider the Tribes’ determinations of Adverse Effects and will work with the Tribes to identify and develop sufficient mitigation of any such effects. DOE also agrees to engage in government-to-government consultation, Section 106 and 110 of NHPA, or other applicable consultation where required by applicable federal laws, regulations, Presidential Executive Orders and Memorandum, DOE Policies, and DOE Orders. Further, compliance with Section 106 and 110 of the NHPA requires DOE to take into account the effects of the federal undertaking on any historic property or historic resource as defined in Section 301 of the NHPA. There are many significant cultural sites on the INL, known and unknown; however, the Tribes traditionally do not give out information about cultural sites. If a DOE activity has the potential to affect a sensitive site, the Tribes will let DOE know, but will only give specific details as the Tribes deem appropriate and urge the DOE to avoid disturbance of the site(s).

The Tribes will provide timely response to DOE, within thirty (30) days or as otherwise agreed, regarding the NHPA Section 106 and 110 process reviews for federal undertakings on the INL. Final reports of any such studies, surveys, testing, excavation, or removals of cultural resources will also be provided to the Tribes within thirty (30) days of DOE’s approval.

The Parties may use the DOE/INL cultural resources consultation procedures as a guide and starting point, not as a substitute, for achieving the consultation requirements of applicable federal laws, regulations, orders, and policies. In the event that human remains or burial sites are inadvertently discovered, accidentally exposed, or potentially threatened, DOE agrees to contact the Tribes immediately and initiate consultation following DOE/INL consultation procedures.

DOE agrees that Tribal representatives will be permitted to view in person any discoveries or remains and cultural artifacts, will be authorized to do site inspections of any archeological discovery or excavation, and will be permitted to be present and participate during any archeological excavation, survey, study, or testing on the INL site. Additionally, DOE agrees to timely notify the Tribes when research requests are made to the Idaho State University Museum of Natural History to study or test Native American remains or cultural material from the INL. DOE also agrees that the Tribes will be notified when there is a request for an ARPA permit on the INL for research excavations under Section 4, Excavation and Removal, of the ARPA. The Tribal Cultural Resources Program shall provide input on such research and/or any professional publications as a result of the research excavations or other research activities.

The Tribes, DOE, and DOE contractors shall not release, or allow the release of, any information pertaining to the exact location of any Native American Indian burial sites, archeological sites, or significant sites identified as Native American Indian to the public, unless required by law or legal authority. The Tribes will maintain documents in a manner that prevents release to unauthorized individuals. DOE will coordinate with the Tribes prior to approving, for external publication, any documents that have been prepared as a result of the study, analysis, research, or other work done under the direction and control of DOE on or in relation to Native American Indian human remains or archeological resources on or from the INL. Publication of work done on archeological resources under curation will be as set forth in the curation agreement with the Idaho Museum of Natural History. For DOE controlled publications that concern Tribal cultural matters, DOE will provide for Tribal review and comment prior to publication, and DOE will make a good faith effort to ensure that the sensitivity and safety of all materials are not compromised. In the event that the Tribes disagree with portrayal of Tribal cultural matters in a DOE-controlled publication, DOE will provide for inclusion of a Tribal historical position in such publication. All Parties will maintain documents in a manner that prevents the release of sensitive cultural resource information to unauthorized individuals. DOE agrees to notify and collaborate with the Tribes prior to any additional archaeological research that is proposed or will be conducted at the INL site. DOE agrees to facilitate communication between the Tribe and archaeological researchers from other institutions prior to any research activity. DOE and the Tribes, in coordination with the Management and Operations contractor, will maintain and implement a Cultural Resources Management Program framework which outlines procedures to ensure appropriate management, consultation, and protection of Native American human remains, sacred sites, archaeological sites, and other cultural resource issues. The Tribes will remain in communication with DOE representatives and DOE contractors through the Cultural Resource Management Program.

B. National Environmental Policy Act (NEPA) Program Involvement

DOE will involve the Tribes in the NEPA process so that meaningful Tribal input can be incorporated into NEPA documents. This will provide DOE the opportunity to fully benefit from the government-to-government relationship with the Tribes during NEPA projects. Accordingly, DOE agrees to the following:

1. Concurrent with notification to the FHBC Chairman, DOE will notify the Tribal/DOE Program Director and designated environmental personnel funded under the TDOE

Cooperative Agreement of any NEPA activities, including Environmental Assessment (“EA”) or Environmental Impact Statement (“EIS”) project/process being formally initiated that involve the INL Site;

2. Provide presentations or briefings to Tribal audiences for those NEPA activities that may affect the Tribes and will facilitate any interface with other DOE-HQ elements. The Tribes will have opportunities to participate early in the normal process leading to issuance of final EAs and EISs;
3. Hold public meetings on the Reservation, at the Tribes’ request, for EISs regarding proposed action that involve significant interest or have the potential to impact the Tribes;
4. Send to the Tribes the annual NEPA Planning Strategy each January. This will enable the Tribes to request further information and schedule reviews or consultation;
5. Provide the Tribes with opportunities for meaningful and substantial involvement in NEPA studies (e.g., cultural resource inventories, interpretation of findings, inclusion of tribal values, and project design features) where appropriate and requested by the Tribes;
6. Provide the Director with one electronic copy and one printed copy of reports and documentation and letter notifications used in preparing EAs and EISs identified in discussions with the Director. DOE will also provide additional copies as requested by the Tribes;
7. Consider any Tribal comments received by the requested due date prior to final NEPA documentation. DOE will respond to and make a good faith effort to address Tribal concerns through communication with the Director or other Tribal designee, and such response will include a letter from DOE as to where they incorporated Tribal comments in the NEPA document. DOE will work with the Tribes to determine Adverse Effects. When such Adverse Effects are determined, DOE will consult with the Tribes to identify and develop sufficient mitigation prior to any final DOE decisions, to the maximum extent practicable.
8. Undergo consultation with the Tribes as required, the procedure for which will be further set forth in a Memorandum of Understanding on Consultation, to be developed by the Parties.

The Tribes will strive to provide timely input that constitutes the official Tribal position through the Tribal/DOE Program Director, who will coordinate such position with the FHBC through the Tribal governmental process. The Tribes agree to participate in NEPA program activities and provide timely critical information required by DOE in order to conduct valid and accurate assessments of potential impacts and Tribal concerns.

C. Access to Sacred Sites and Ceremonial Areas

DOE understands the Tribes' interest in and desire to access INL land for ceremonial or other inherent cultural purposes. DOE also recognized Executive Order 13007 which directs the DOE to "(1) accommodate access to and ceremonial use of Indian sacred sites by Indian religious practitioners and (2) avoid adversely affecting the physical integrity of such sacred sites." Inherent in this "access" is any Tribal member's ability to access sacred sites without undue burden or complication that can diminish the sanctity of their experience. Inherent in the Tribes' "ceremonial use" is to have all conditions – physical and spiritual – suitable for ceremonies and religious practices. An essential part of this ceremonial use includes Tribal members' needs for privacy. Accordingly, DOE agrees to work with the Tribes in developing: (1) a streamlined system to ease Tribal access to sacred sites and ceremonial areas within the INL site; and (2) privacy standards for Tribal ceremonial use, which will include the absence of INL security guards. Access for cultural or religious purposes for Tribal members will be considered and accommodated on a case-by-case basis. Health, safety, and security may be issues for consideration in granting access.

IV. ENVIRONMENTAL MONITORING

The Tribes are concerned about the effects of DOE activities at INL on the health and safety of their people and on the environment within the Tribal homelands. The Tribes are concerned about background characterization and environmental contaminant levels in the air, water (surface and groundwater), and soils regimes located between the INL and the Reservation, including the transportation corridors within the Reservation. They are also concerned about the INL's effects on the ecosystem.

DOE considers its obligation to protect the health, safety and environment of the Tribes, the public, and its workers to be of the utmost importance. To address and meet the Tribes' concerns, DOE will coordinate with the Tribes to (1) share any environmental monitoring data related to the INL, (2) identify and share available reports, including environmental monitoring reports and published quarterly and annual routine environmental surveillance reports, which will be provided to the Tribes at their request, and (3) provide opportunities to the Tribes and Tribal/DOE staff to observe, participate, and collaborate in the environmental surveillance programs at the INL.

Following review of the published reports, the Tribes, their specialists, or their consultants may request specific additional information on environmental surveillance or effluent monitoring by the responsible entities (e.g., USGS, INL or DOE contractors, and DOE). DOE will ensure that the Tribes or their specialists or consultants have access to any existing appropriate information.

Additionally, in the event of any release or spill that has potential to affect groundwater, surface water, air quality, or ecological/natural resources, DOE will notify the Tribes within 48 hours of discovery, provide any known details of the release or spill, and ensure that the Tribes can conduct co-sampling in and around affected areas including the INL Site.

A. Environmental Monitoring Program

If, upon evaluation, the Tribes determine that additional background sampling and/or environmental surveillance of water, soil, air, and other media that may be affected for any hazardous or radioactive contaminant is needed to effectively assess any impacts of the INL on the Reservation or regional ecosystems, DOE will enter good faith discussions with the Tribes to try to resolve their concerns. The Tribes may choose to collect baseline data on hazardous contaminant and/or radiation levels on or near the Reservation or any unoccupied lands, for the purposes of determining both background levels and any elevated levels that may result from other INL activities.

DOE will support the development and implementation of an Environmental Sampling Program to build capacity and maintain long-term monitoring on the Reservation and assist in Long Term Stewardship (“LTS”) of the INL Site. This includes building technical capacity in staff, asset management, geographic information system (“GIS”), data analysis and validation, and relevant laboratory functionalities for accomplishing the objectives identified in this Agreement.

B. Air Quality Program

DOE will continue to fully support the maintenance and operation of an Environmental Monitoring Station (“EMS”) on the Reservation. The Tribes will use their existing Air Quality Program staff to maintain and operate their EMS. DOE will support the Tribes by committing TDOE Cooperative Agreement funds and other technical assistance, and supporting the partnership between the Tribes, the INL State Oversight Program, and the National Oceanic and Atmospheric Administration (“NOAA”). This includes the necessary accommodations to access the existing State/NOAA/INL monitoring network in accordance with DOE security requirements.

DOE will provide the Tribes with data collected and reported to state and federal agencies on routine releases of air pollutants, and hazardous and radioactive substances for compliance with the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), Superfund Amendments and Reauthorization Act (“SARA”), and the Clean Air Act (“CAA”). DOE will provide copies of the annual National Emission Standards for Hazardous Air Pollutants (“NESHAP”) radioactive emissions report and the INL Annual Permit to Construct Report to the Tribes. Other release reports under the CAA will be provided to the Tribes at their request.

In addition to notifying the Tribes of any air release or spill on site that has potential to affect groundwater, surface water, air quality, or ecological/natural resources, DOE will ensure that the Tribes are able to co-sample on the INL Site and any other potentially affected area. DOE will provide any additional field staff to perform such additional monitoring. DOE will also provide resources and assistance to ensure that the north boundary of the Reservation, which is located down-wind of the INL, is sufficiently and regularly monitored. This includes such resources as funding for staff, reliable transportation, and other necessary supplies and equipment.

Unless earlier notification is appropriate under the circumstances or otherwise required by applicable laws, regulations, permits, or DOE Orders, DOE will notify the Tribal/DOE Program

Director and Tribal Office of Emergency Management, or such other representatives as may be designated by the Tribes. Anytime the INL Emergency Operations Center is activated, DOE will notify the Tribes as soon as possible but at least within 24 hours. Otherwise, notification will be accomplished within 48 hours of knowledge of, (a) any release of a hazardous substance, pollutant, contaminant, or radioactive material at the INL site which exceeds applicable regulations, standards, or permit conditions, or (b) any other unplanned release to the environment reported by DOE to any external regulatory or media for informational purposes.

C. Idaho Cleanup Project Co-Sampling

The Tribes' Environmental Monitoring Program presently conducts limited groundwater co-sampling activities with the United States Geological Survey ("USGS") and the State INL Oversight Program. The DOE Idaho Cleanup Project ("ICP") conducts environmental monitoring at numerous locations on the Idaho National Laboratory ("INL") Site associated with contaminated site-cleanup projects. The Tribes maintain a strong interest in this monitoring, and the Tribes requested to participate with DOE ICP in independent environmental monitoring by co-sampling at selected sites. DOE ICP supports the Tribes' interest and agrees to collaboratively assist the Tribes in conducting this sampling program using properly trained and qualified Tribal staff.

This Agreement sets forth the agreement of the Parties to: (1) expand "confirmatory" environmental co-sampling at monitoring wells, which are operated by DOE ICP contractors as part of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") cleanup program; and (2) sample flora and fauna at desired locations near remediation sites. These efforts will focus on and near Waste Area Groups ("WAGs") and will require proper training under applicable standards of Tribal staff for certain WAGs.

D. Safety

The ICP contractors are responsible for the safe conduct of operations at remediation sites and within facilities they occupy or control. Tribal staff involvement at the INL and at any utilized site must comply with the procedures established by DOE ICP and the ICP contractors that apply to site access controls, safeguards, security requirements, and the safe conduct of work. The Tribes agree to work cooperatively with the ICP site contractors to clearly define and document the respective roles and responsibilities relative to managing work control and safety issues.

Unless otherwise agreed, DOE ICP and ICP site contractor requirements, policies, and procedures shall apply to the conduct of all work. The Tribes are responsible for the training and safety of individuals who perform the sampling and are obligated to ensure their fitness for duty. DOE ICP and its contractors will assist the Tribes with training, as needed. Performance requirements and training will be provided prior to the commencement of work.

E. Operating Provisions

DOE ICP and the Tribes agree to the following:

(1) DOE ICP and the Tribes will develop and approve Tribal Co-sampling Plans that detail sampling locations, the sampling process, data quality objectives and quality assurance requirements, health and safety protocols, schedules, and logistics that will be implemented before the initial sampling event. The Co-sampling Plans to be developed by the Tribes for DOE review and approval include a Health and Safety Plan (HASP), a Quality Assurance Project Plan (QAPP), a Field Sampling Plan (FSP), and other plans that may be identified in the future to support the effort and manage the resulting data. The Co-sampling Plans will specify the laboratory analytes and methods of analysis of interest to the Co-sampling Program. Following their review and approval, the plans will serve to verify that the data produced are consistent with and at a quality level equivalent to the data produced by DOE's monitoring programs. The Tribes agree to follow the Plans for all field operations. The Plans will be reviewed periodically and updated as necessary by DOE ICP and the Tribes.

(2) The primary DOE point of contact is the DOE-ID American Indian Program Manager. The American Indian Program Manager will coordinate any matters related to this Agreement with the DOE ICP Lead Regulatory Liaison or, alternatively, with the Assistant Manager for Waste Disposition. The Tribal/DOE Director will be the primary Tribal point of contact, and the Tribal/DOE environmental staff will coordinate and perform activities for the sampling program. For routine operational, logistical, or technical matters related to sampling program, the Tribes may contact the designated ICP contractor lead directly. Contractor leads will be specified in the Tribal Co-sampling Plans.

The Tribes will coordinate with the DOE American Indian Program Manager for site access badging. Required access training and security requirements will be provided by DOE ICP and contractor personnel. Other resources provided to the Tribes may include collaboration by federal ICP and contractor ICP staff in the development and maintenance of sampling plans as well as technical expertise.

(3) The Tribes will separately and independently contract for analytical work to be performed by laboratory(s) that are active participants in the DOE consolidated audit program (DOECAP) and the DOE mixed analyte performance evaluation program (MAPEP). The laboratory(s) will need to anticipate and be capable of dealing with samples that contain radiological and Resource Conservation and Recovery Act (RCRA) listed hazardous constituents.

(4) The ICP contractor and the Tribes will exchange environmental data from the co-sampled sites after the data have been received from the laboratory and determined to meet program data quality objectives.

(5) The ICP contractor, DOE ICP, and Tribal staff will jointly discuss any data of concern that indicates an abnormal presence or absence of contaminants prior to public release of the data. All analysis data must be validated by a qualified quality assurance specialist before it is released. All data anomalies will be thoroughly investigated and understood or reconciled by all parties and their laboratories.

(6) Tribal staff will produce a Tribal Co-sampling Program Annual Report. Sample analysis data will be included in the annual report. This report will be made available to the Tribal

membership and the general public. The Tribes agree to provide copies of the report to the DOE ICP through the American Indian Program Manager.

V. ENERGY RESOURCES

The primary function of the Tribes' Energy Resources Program is to build capacity in the energy sector in order to support Tribal self-sufficiency and sovereignty. The program is responsible for assessing, developing, implementing and promoting renewable energy technologies and energy-efficiency projects on the Fort Hall Reservation.

DOE is committed to supporting the Tribes' efforts to build capacity and gain self-sufficiency as it relates to the Tribes' Energy Resources Program. DOE will support and foster the Tribes' efforts to develop and maintain an up-to-date Strategic Energy Plan, obtain technical energy assistance, and develop other plans and activities that may lead to long-term sustainability of the program and to renewable energy projects on the Reservation.

DOE will provide opportunity for Tribal representation on the nation's, state and tribal Energy related organizations, conferences, meeting and trainings. The Energy Resource program will seek technical assistance, consultants, grants and partnerships with the assistance of DOE specific to renewable energy and energy infrastructure on Tribal Lands. DOE will facilitate fostering relationships and partnerships with the following, but not limited to: community and tribal organizations, regional renewable energy companies, local, state and federal entities, educational institutions and utility companies. A consortium of partnerships will support and foster the Tribes' decisions and efforts for environmental assessments and guidance on projects regarding transmissions and development, while remaining in unison with the Tribes' Strategic Energy Plan.

VI. EMERGENCY MANAGEMENT

The Tribal Office of Emergency Management ("TOEM") is responsible for the Tribes' emergency management and public safety, including but not limited to the health, welfare, and safety of Tribal members. TOEM is also responsible for addressing emergency management situations resulting from impacts on the environment affecting the Reservation and other related Tribal interests. TOEM is a separate department from the Tribal Department of Energy (Tribal/DOE) and requires separate operations, management, and funding allocations. TOEM and DOE coordination of emergency management activities is addressed in Addendum 1.

VII. EDUCATION AND OUTREACH

DOE is committed to working with the Tribes in a variety of areas to enhance Tribal efforts in their career pursuits and will assist the Tribes in their educational development initiatives to maintain self-sufficiency and economic well-being. DOE will provide guidance, mentoring, and other support through technical assistance programs to Tribal students and other Tribal members in their career pursuits, and DOE will assist the Tribes in their educational development initiatives.

A. Studies, publications and outreach materials

It is the responsibility of the Tribes' DOE-funded Tribal programs to provide information and advice to the FHBC regarding DOE activities. DOE will support this effort by providing outreach materials. DOE will provide opportunities to the Tribes to initiate studies and projects that address Tribal concerns and/or address INL impacts to cultural resources, safety, and environment. The Tribal/DOE Program will be the lead on these projects with assistance of DOE and DOE contractors. The Tribes understand that projects initiated must remain in compliance with DOE policies, agreements, security, and regulations.

Residents of the Reservation shall be considered in all regional health and environmental risk assessments conducted by DOE, its contractors or subcontractors, that encompass areas near or affecting the Reservation, and results of the studies, both preliminary and final, shall be presented to the Tribes.

DOE agrees to consult with the Tribes prior to any studies, projects, or reports of any kind relating to the Tribes. No study, project, or report regarding the Tribes will be published without prior written consent of the Tribes. Any study or project resulting in a publication relating to the Tribes must be approved by all Parties prior to publication.

B. Workforce and internships

DOE will coordinate with the Tribes to help Tribal members become aware of employment opportunities at the INL and of the knowledge and skills they must acquire to qualify for employment. DOE, its contractors, and subcontractors will provide notice to the Tribes, through notice to the Tribal Employment Rights Ordinance (TERO) Office, of employment opportunities; and DOE and its contractors will consider Tribal member applications in accordance with applicable preference and equal opportunity policies, laws, and regulations. DOE agrees to coordinate with Tribal officials, DOE representatives, and the INL contractors and subcontractors to discuss opportunities for small business contracts and Tribal contracting opportunities. In addition, DOE will brief Tribal representatives on other forms of assistance that may be available.

It is in the mutual best interest of the Parties, consistent with the purpose of the Agreement-in-Principle and the Department's American Indian and Alaska Native Tribal Government Policy, to assist the Tribes and its members to prepare for and accept meaningful employment in science, technology, engineering, and math ("STEM") related technical fields, when jobs are available and Tribal individuals meet all the qualifications. It is also beneficial to assist Tribal students prepare for an exciting future, after high school graduation, through curriculum and course studies tailored to future professional goals and objectives. To this end, the DOE and its contractors will provide career counseling in order to assist students, at an early age, prepare for careers in STEM and related administrative and technical support professions, should they choose. The following is a list of areas in which the Parties may work together to provide these opportunities.

1. Training and Employment Opportunities: Work with TERO and DOE-ID and contractors to provide updated job listings and job fairs, and to promote contractor interaction and opportunities for developing workforce and providing employment opportunities.

2. Education Opportunities: Develop annual career workshops for Shoshone-Bannock Jr/Sr High School students and develop annual summer internships and mentorships applicable to STEM.
3. Meet annually with the FHBC to report the progress of the training, employment, and educational activities. Additionally, the Tribal DOE Director and DOE American Indian Program Manager will review and report the efficacy of the activities and opportunities.
4. Opportunities will be provided for the Tribes to remain informed and provide input on important past, present, future missions and goals at the INL, including but not limited to activities in long-term stewardship, advanced reactor technology, waste excavation and transportation, recycling, national nuclear waste storage and disposal, and revitalization.

VIII. PROMOTING COOPERATION

The Parties agree to work toward the promotion of mutual understanding of each other's duties and responsibilities for the benefit of DOE Operations, activities, and public; and to benefit the Tribes' sovereignty, inherent and Treaty rights, and protection of its membership and public.

A. Points of Contact

<p>For the Tribes:</p> <p>Chairman, Fort Hall Business Council Tribal/DOE Program Director Shoshone-Bannock Tribes P.O. Box 306 Fort Hall, Idaho 83203</p>	<p>For the DOE:</p> <p>Manager, Idaho Operations Office American Indian Program Manager U.S. Department of Energy 1955 N. Fremont Avenue Idaho Falls, Idaho 83415</p>
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B. Access to DOE, Contractor Personnel, and Facilities

In implementing this Agreement, the Tribes' representative should generally contact the DOE Program Manager or the Tribal/DOE Program Director for Communications. In those cases where working relationships/lines of communication have been established, coordination between those Parties is acceptable. The Director and the DOE Program Manager shall be consulted regarding any agreement or significant communication between other DOE representatives and Tribal personnel regarding INL oversight activities, unless otherwise provided in this Agreement.

Any necessary or desired contact between Tribal personnel and DOE contractor personnel and facilities will be arranged through DOE. In some cases, where lines of communication have been established between the Tribes and contactor governmental relations or technical personnel, direct contact is acceptable, provided no additional costs result.

To enter the INL or any DOE or INL contractor-controlled facilities, Tribal personnel must comply with DOE badging and security requirements as arranged through the DOE Program Manager. Entry to some facilities or portions of facilities may be precluded because of safety or security requirements. Entry to certain areas may require specific safety training. DOE or its contractors will provide any specific safety training required for entry.

DOE agrees to assist the Tribes' efforts and interest in obtaining excess property, to the maximum extent practicable.

C. Controlled Documents and Confidentiality

None of various provisions of this Agreement shall be construed as providing for the release of reports or other information designated as "Classified" or "Unclassified Controlled Nuclear Information" (UCNI) to the Tribes, or as waiving any other security requirements. Classified information includes National Security Information (10 CFR Part 1045) and Restricted Data (10 CFR Part 1016). Unclassified Controlled Nuclear Information is described in 10 CFR Ch. X, Part 1017. In the event that information requested under the provisions of this Agreement is determined by DOE to be exempt from disclosure under the Freedom of Information Act, providing the information is not Classified or UCNI, is not controlled by the Privacy Act, and does not contain proprietary information or intellectual property information, DOE may, to the extent authorized by law, provide such information to the Tribes upon receipt of the Tribes' written assurance that the Tribes will maintain the confidentiality of such information.

D. Resources

DOE will provide financial assistance to the Tribes for the purpose of carrying out the provisions of this Agreement, provided the U.S. Office of Management and Budget and Congress approve funding requests. The financial assistance will be provided through two Cooperative Agreements, DE-NE0009231 and DE-NE0009232 (or succeeding agreements) consistent with DOE financial assistance rules set forth in 10 CFR Subchapter H, Part 600. The Tribes' obligations to perform under these Agreements are contingent upon adequate funding by DOE. All funds provided to the Tribes are Federal funds to be administered exclusively by the Tribes consistent with the provisions of the Cooperative Agreements. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Antideficiency Act, 31 U.S.C. Sec. 1341.

IX. AMENDMENTS AND TERMINATION

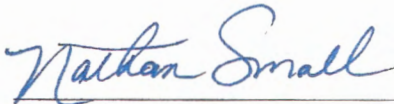
This Agreement shall continue in effect from the date of execution for a five (5) year term and may be modified as mutually agreed. This Agreement shall only be amended or terminated by the written mutual agreement of both Parties; provided, however, that DOE funding obligations under this Agreement may be suspended or terminated by DOE, in whole or in part, if DOE determines in accordance with applicable laws and regulations that the Tribes are not in compliance with the terms and conditions of the Cooperative Agreements or in the event that appropriations are not available. Upon termination, all funding vehicles and funding commitments also terminate.

X. SOVEREIGN IMMUNITY

Neither the execution of this Agreement, nor any provision contained here shall be interpreted to act as a waiver of the Shoshone-Bannock Tribes' sovereign immunity. The Shoshone-Bannock Tribes hereby specifically reserves and retains its sovereign immunity and any rights appurtenant thereto.

FOR THE SHOSHONE-BANNOCK
TRIBES

Signed:



Nathan Small, Chairman
Fort Hall Business Council

Date: 9/22/22

FOR THE U.S. DEPARTMENT OF
ENERGY

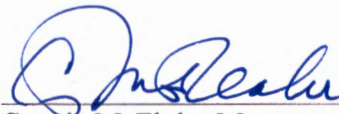
Signed:



Robert Boston, Manager
Idaho Operations Office

Date: 9/22/2022

Signed:



Connie M. Flohr, Manager
Idaho Cleanup Project

Date: 9/26/2022

ADDENDUM 1

AGREEMENT AS TO EMERGENCY MANAGEMENT ACTIVITIES

**BETWEEN THE
SHOSHONE-BANNOCK TRIBES
TRIBAL OFFICE OF EMERGENCY MANAGEMENT
AND
THE UNITED STATES DEPARTMENT OF ENERGY**

The Tribes have realigned the program operations described in the Agreement to specifically separate the Tribal Office of Emergency Management (“TOEM”) and the Tribal Department of Energy (“TDOE”). TOEM and TDOE shall each have a Point of Contact. The Point of Contact for TOEM is the TOEM Director identified in Section 3 below. The Point of Contact for TDOE is the Tribal/DOE Program Director identified in Section VIII above. TOEM shall be responsible for overseeing and supporting all facets of emergency management operations and reports directly to the Fort Hall Business Council (“FHBC”). Conversely, the TDOE provides programs and services described in the Agreement above which shall not be in conflict or duplicative with TOEM activities. Both programs shall operate independently and be responsible for overseeing their respective funding allocations, budgets, reporting requirements, and interactions with DOE as described in the Agreement above and this Addendum. TOEM scope of work for the activities covered in this Addendum has been transitioned into a separate CA to reflect corresponding responsibilities to meet the needs of the Tribes. The Tribes determined this action to be in the best interest of their community and further promotes work efficiency and effectiveness in a systematic manner.

TOEM is a Public Safety Department responsible for addressing emergency management situations including but not limited to health, welfare, the safety of Tribal members, and impacts to the environment within or affecting the Fort Hall Reservation or related Tribal interests. TOEM is responsible for building capacity through training and other related meetings to expand operations and efficiency. TOEM integrates monitoring and oversight activities and receives pertinent information relating to DOE shipments and other activities associated with the transportation of radioactive waste and materials tied to the Idaho National Laboratories (INL), Waste Isolation Pilot Plant (WIPP), and other shipping campaigns. This Agreement has no effect on or applicability to Tribal interests or involvement in INL Naval Reactor Facilities Activities nor the Waste Isolation Pilot Plant.

1. PROGRAM IMPLEMENTATION

DOE and the Tribes recognize the effectiveness of this Agreement rests upon the commitment and good faith effort of both parties to implement the provisions described within this document. The Tribes’ interest in the activities described in this Addendum will be administered by TOEM Director/POC.

The TOEM Director designated POC has the responsibility to develop programming responsive to the needs and interests of the Tribe. The POC agrees to provide accurate and detailed accounting information in compliance with the Cooperative Agreement. The TOEM designated POC will provide financial and program reports to the FHBC reflecting program/project performance, financial condition, and accomplishments.

The TOEM Director/POC shall be responsible for addressing Tribal interests to guide its programs. The Director agrees to provide to DOE an accounting of DOE funding authorized and obligated under Cooperative Agreement. TOEM POC will report to the FHBC on program/project performance, financial status, and accomplishments.

A reciprocal, transparent, and good-faith exchange of information is necessary to satisfactorily discharge DOE and Tribal commitments identified in this Agreement. The TOEM Director/POC shall serve as a liaison for their program and be authorized to fulfill the responsibilities of their program and activities in accordance with the Agreement. TOEM shall be under the direction of the FHBC and responsible for overseeing all facets of Emergency Management activities for the Tribes and interacting with DOE. Conversely, the TOEM Director/POC will be responsible for providing program updates and reporting, detailing financial conditions and other pertinent information as requested and/or directed by the FHBC and in accordance with the provisions set forth in this Agreement. TOEM Director/POC shall represent Tribal interests according to the standards and expectations of the FHBC by participating in authorized interactions with DOE, related working groups, boards, and committees, or other authorized activities.

The designated TOEM Director/POC shall serve as a liaison between the Tribes, DOE, or other entities, groups, committees, or boards commensurate with emergency management responsibilities and activities under its direction. The TOEM designated Director/POC will communicate accurate and complete information subject to FHBC approval and in accordance with the intent of this Agreement. Program information shall be provided to the FHBC and Tribal membership as specified by the Chairman or FHBC. The TOEM Director/POC shall represent and convey Tribal interests to DOE and related groups, boards, and committees. The Tribes may appoint other Tribal representatives in addition to the designated Director/POCs for TOEM to assist or represent Tribal interests consistent with the scope of this Agreement. Further, the designated Director/POCs shall represent their program funded by the AIP in communications with DOE or other interested parties to assure Tribal interests are presented in a clear and concise manner for proper response or action. The TOEM Director/POC will serve as the primary Tribal Advocate for its program and interactions with DOE or other interested parties. Meaningful communication and involvement can only occur if the interested/affected parties have adequate knowledge, resources, and the capacity to address topics of interest or issues of concern.

The TOEM Director/POC will provide information and/or updates to the Tribes to support activities and functions in an efficient manner. Additionally, the TOEM Director/POC will promote Tribal interests to topics within their program responsibilities to DOE personnel consistent with the Agreement. Equally, communicating information relating to the Tribes with other DOE Headquarters elements ('DOE-HQ') will be permitted with approval from the

Chairman or FHBC. This provision does not preclude the Tribes from directly communicating with DOE-HQ in any manner on a government-to-government basis.

2. EMERGENCY MANAGEMENT

The Tribes and DOE agree to meet on a regular basis and facilitate interfacing with the State of Idaho Office of Emergency Management (“IOEM”), to ensure open communications and understanding of DOE’s Emergency Operations Plan and coordinate actions taken in times of chemical or radiological releases for the protection of the public, the environment, and homeland security. DOE will provide timely communication to the Tribes in the event of a chemical, radiological release, or natural disaster situation to ensure that the Tribes have maximum practical time for emergency response and preparedness. The Tribes and DOE agree that Tribal emergency responders and personnel must have proper training on DOE/INL-related types of potential chemical and radiological releases, have training on how to respond to such releases, and be adequately prepared to respond to a radiological transportation incident occurring on the Reservation, including an all-hazards approach.

The Tribes recognize that DOE has already provided significant training to them, and DOE will continue to work with the Tribes to ensure that they have and maintain their capability to respond to transportation and other emergencies. DOE will provide sufficient additional training and timely information in order for the Tribes to maintain an up-to-date Hazard Analysis and current emergency operations plan for the Reservation. DOE will support the Tribes in promoting Tribal capabilities for transportation that includes mitigation, planning, preparedness, response, and recovery activities also includes assistance in identifying one DOE source of funding to support emergency response.

The Tribes will maintain the TRANSCOM system and provided access to INL VIZ (“NOAA”) developed a software system that displays meteorological data and release dispersion modeling), as they are vital components of the DOE Emergency Operations Center and the Fort Hall Emergency Operations Center (“EOC”). The Tribes also agree to maintain emergency response equipment and a standard of proficiency to ensure an adequate response capability. DOE will support the Tribes in their efforts to coordinate and develop the capabilities and responsiveness of Tribal EOC. DOE and the Tribes will continue to work together to coordinate emergency response and emergency activities.

3. POINTS OF CONTACT

For the Tribes: Tribal Office of Emergency Management, Director	For the DOE: Manager, Idaho Operations Office Manager, Idaho Cleanup Project American Indian Program Manager U.S. Department of Energy 1955 N. Fremont Avenue Idaho Falls, Idaho 83415
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