



# U.S. DEPARTMENT OF **ENERGY**

## **Memorandum of Understanding Between the US Department of Energy (DOE) Richland Operations Office and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) for Increased Access to the Hanford Site**

This Memorandum of Understanding (MOU) is between the United States Department of Energy (DOE) Richland Operations Office and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) (collectively, the "Parties").

### **I. PURPOSE:**

The purpose of this MOU is to recognize areas of mutual concern and support, promote communications and establish a framework for a cooperative relationship between the Parties regarding access to the Hanford Site. DOE recognizes CTUIR's interest in the natural, biological and cultural resources at Hanford, and seeks to come to agreement for CTUIR access to and use of Hanford lands and resources with respect to which remediation activities have been completed, and to establish protocols for communications and the preservation and protection of sacred sites and significant use areas for CTUIR.

### **II. SCOPE:**

The Hanford Site includes 586 square miles of land in south central Washington State. Attachment A depicts the River Corridor DOE owned and managed properties. Those River Corridor DOE owned and managed properties designated as conservation, preservation or recreation in Attachment B represent the geographical area under consideration for this MOU.

### **III. BACKGROUND:**

WHEREAS, CTUIR is a federally-recognized Indian tribe which ceded lands to the United States in the Treaty of 1855 (12 Stat. 1945), some of which are located within the boundaries of the present-day Hanford Site;

WHEREAS, in the Treaty of 1855, the CTUIR reserved "the exclusive right of taking fish in the streams running through and bordering [its] reservation . . . and at all other usual and accustomed stations in common with citizens of the United States, and of erecting suitable buildings for curing the same" as well as "the privilege of hunting, gathering roots and berries and pasturing their stock on unclaimed lands in common with citizens. . ." and prior to the creation of the Hanford site, the CTUIR indicates that its members used Hanford lands for hunting, fishing and gathering since time immemorial;



WHEREAS, under Executive Order 13007, Indian Sacred Sites, and the multi-agency Memorandum of Understanding Regarding Interagency Coordination and Collaboration for the Protection of Indian Sacred Sites, DOE is working to improve the protection of and tribal access to Indian sacred sites;

WHEREAS, the CTUIR is designated as an "affected" Tribe under the Nuclear Waste Policy Act of 1982, and is a member of the Hanford Natural Resource Trustee Council; and

WHEREAS, CTUIR has a strong interest in access to and use of the cultural and natural resources located at Hanford such as sacred sites, native plants, and fish and wildlife;

WHEREAS, DOE has or will have largely completed the remedial activities in the approximately 220 square mile River Corridor on the Hanford Site pursuant to Interim and/or Final Records of Decision by 2015, including establishment and maintenance of ongoing remedial operations such as monitoring, institutional controls, and groundwater remediation;

WHEREAS, DOE will continue to be responsible for the management of land, water, groundwater, and resources of the Hanford Site including the River Corridor and Central Plateau for the foreseeable future;

WHEREAS, DOE affirms its continued commitment to uphold and implement the U.S. Department of Energy's Order 144.1, including the American Indian & Alaska Native Tribal Government Policy and the associated Framework;

WHEREAS, CTUIR desires access to the River Corridor for the purposes of procuring traditional foods and medicines, and to engage in other traditional cultural ways and /or practices;

WHEREAS, access to the Hanford lands may occur upon transition of land segments into long-term stewardship<sup>1</sup> and establishment of appropriate, mutually agreeable protocols;

WHEREAS, DOE has completed the remedial activities in the approximate 290 square miles Hanford Reach National Monument (HRNM), which is owned by the DOE and managed by the US Department of Interior (US Fish & Wildlife Service [USFWS]);

WHEREAS, the HRNM Comprehensive Conservation Plan provides that USFWS will seek to enter into consultation agreements and access agreements as appropriate with Native American tribes and peoples concerning traditional, cultural, and religious activities on monument lands, subject to DOE approval.

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<sup>1</sup> "Long-term stewardship" means the DOE program which manages geographic areas of Hanford for which active remediation has been completed.



#### IV. AGREEMENT:

DOE agrees to use this framework as it cooperates with CTUIR to establish mutually acceptable protocols pertaining to access, communication, program and policy implementation, and additional topics as outlined below.

DOE and CTUIR agree to work collaboratively and in good faith to establish the protocols and agreements defined below:

1. Establish protocols to allow access by CTUIR tribal members to areas of Hanford that have been transitioned into long-term stewardship for the purposes of procuring traditional foods and medicines, and engaging in other traditional ways and/or practices.
2. Establish protocols to allow access by CTUIR tribal members to fishing sites, including but not limited to usual and accustomed fishing sites, in areas that have been transitioned into long-term stewardship and allow suitable buildings to be erected for curing fish at these locations.
3. Establish notification protocols in collaboration with CTUIR, including protocols for how DOE will be notified of tribal member activities on the Hanford Site and how CTUIR can ensure compliance with Hanford Site safety rules and regulations.
4. Establish notification protocols in collaboration with CTUIR that ensure timely and effective notification to CTUIR of all abnormal events<sup>2</sup> to allow for timely evacuation of any CTUIR staff or Tribal members who are on site in case of a Hanford site emergency such as a fire or radiological event.
5. Establish protocols with CTUIR for a sampling and data evaluation program for the purpose of monitoring specific Tribal resources associated with this MOU. DOE will provide CTUIR with access to all data and results, including but not limited to monitoring results and long-term health risk determinations, in compliance with applicable laws and regulations, including the Privacy Act.
6. Establish protocols for a Tribal cemetery site on Hanford lands at a mutually agreed upon location.
7. Establish protocols with CTUIR relating to the management of designated properties of religious and cultural significance to the CTUIR, including but not limited to cemeteries, sacred sites (e.g. Gable Mountain/Butte), and cultural sites (e.g. Mooli Mooli).

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<sup>2</sup> "Abnormal Event" notifications are a means to provide information to offsite agencies on events that do not meet emergency criteria but may generate public concern. Most events that will trigger Abnormal Event notifications would never escalate into an emergency condition. For those events that have the potential to develop into an emergency, the Abnormal Event notifications provide offsite agencies a "heads-up."



8. Establish a long-term artifact loan agreement with CTUIR for curatorial services of the Hanford federally owned Native American archaeological collection at a facility meeting applicable federal standards and requirements.
9. Provide timely review and approval of any consultation agreements and/or access agreements between CTUIR and USFWS as required by the HRNM Comprehensive Conservation Plan.
10. Share information between Parties regarding preservation and protection activities, as well as any discoveries that might impact other work at the Hanford Site.

## **V. ADDITIONAL TERMS AND CONDITIONS:**

### **A. EFFECT OF THIS MOU**

1. This MOU is neither a fiscal nor a funds obligation document.
2. This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and will not be construed to create any legal obligation on the part of any of the Parties. Each Party shall exercise good faith to honor its commitments set forth in this agreement. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
3. This MOU is not intended to, and does not grant, expand, create, waive, or diminish any legally enforceable rights, benefits or trust responsibilities, substantive or procedural. This MOU is not intended to, and does not alter, repeal, interpret, or modify tribal sovereignty, any treaty rights, or other rights of any tribe, or preempt, modify or limit the exercise of any such right.
4. All agreements herein are subject to, and will be carried out in compliance with, all applicable Federal laws, regulations and any other applicable legal requirements.

### **B. AMENDMENTS**

1. Amendments to this MOU shall only be effective if agreed to in writing by the authorized officials of both Parties.
2. Both Parties shall negotiate in good faith regarding any amendments to this MOU proposed by the other party.

### **C. TECHNICAL REPRESENTATIVES**

The technical representatives/points of contact for the Parties regarding this MOU are listed below. Each Party shall immediately notify the other of any change in that Party's technical representative.



For DOE:

Doug Shoop  
Deputy Manager, Richland Operations Office  
509-376-7395  
[doug.shoop@rl.doe.gov](mailto:doug.shoop@rl.doe.gov)

Jill Conrad  
Tribal Program Manager, Richland Operations Office  
509-376-0288  
[jill.Conrad@rl.doe.gov](mailto:jill.Conrad@rl.doe.gov)

For CTUIR:

Eric Quaempts  
Director, Department of Natural Resources  
541-429-7229  
[ericquaempts@ctuir.org](mailto:ericquaempts@ctuir.org)

Rod Skeen  
Interim Director, Department of Science and Engineering  
541-429-7420  
[rodskeen@ctuir.org](mailto:rodskeen@ctuir.org)

D. PERIODIC REVIEW

Following execution of this MOU, the technical representatives for the Parties may request a meeting of the Parties at any time to review progress toward completion of the protocols and agreements described herein.

E. TERMINATION

This MOU will be in effect upon signature and shall remain in effect until either party determines it has reason to discontinue the MOU and provides 30 days advance notice to the other party. Prior to either party providing notice of its intent to terminate this MOU, the Parties will engage in government-to-government consultation in an effort to eliminate the reason for termination and continue the MOU.



**VI. SIGNATURES:**

This MOU is effective as of the date of the last signature below.

**CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION**

By

Gary Burke

Gary Burke

Chairman, Board of Trustees

4-8-15

Date

**UNITED STATES DEPARTMENT OF ENERGY**

By:

Mark Whitney

Mark Whitney

Principal Deputy Assistant Secretary

Environmental Management

4-8-2015

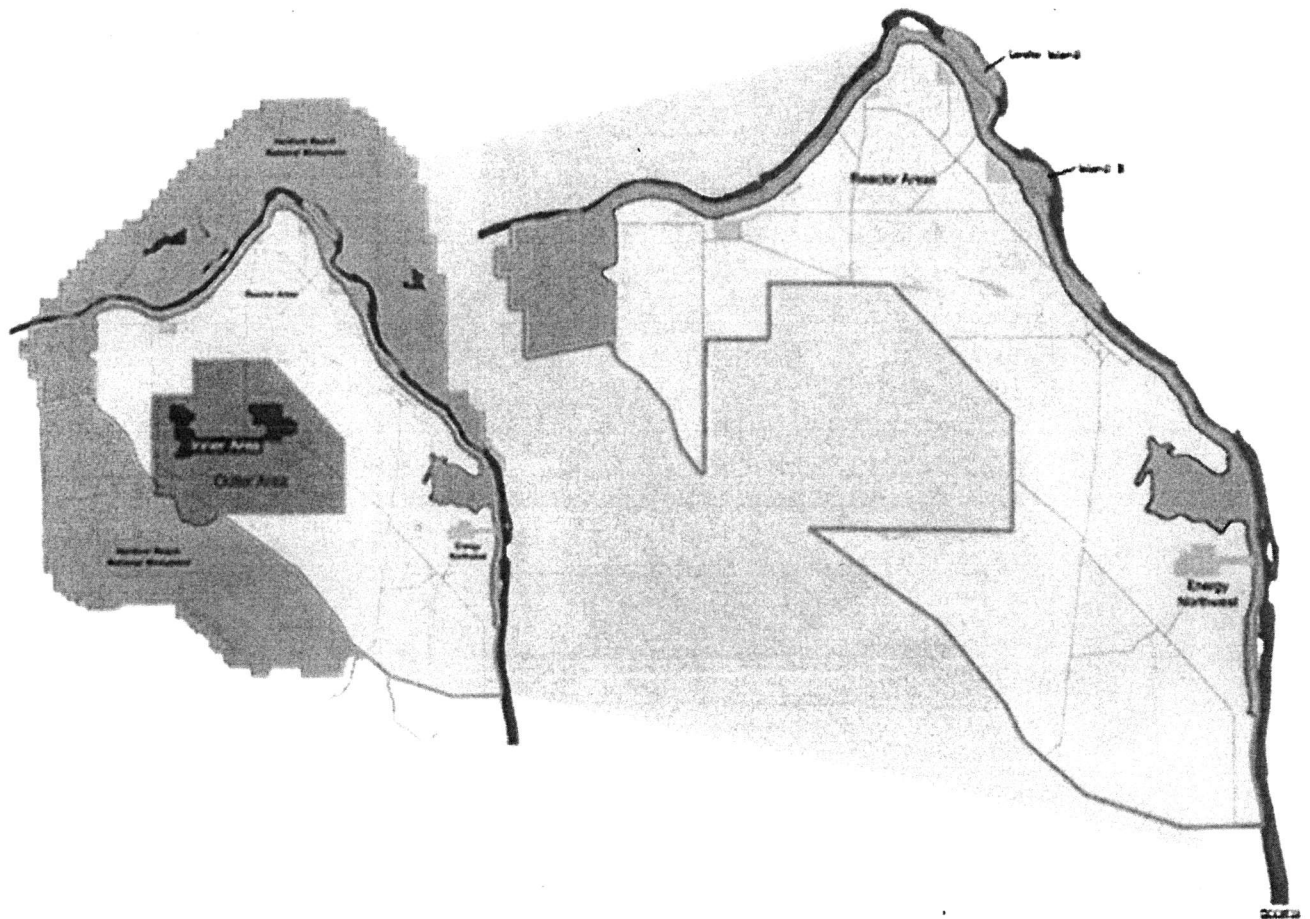
Date



U.S. DEPARTMENT OF  
**ENERGY**

Attachment A

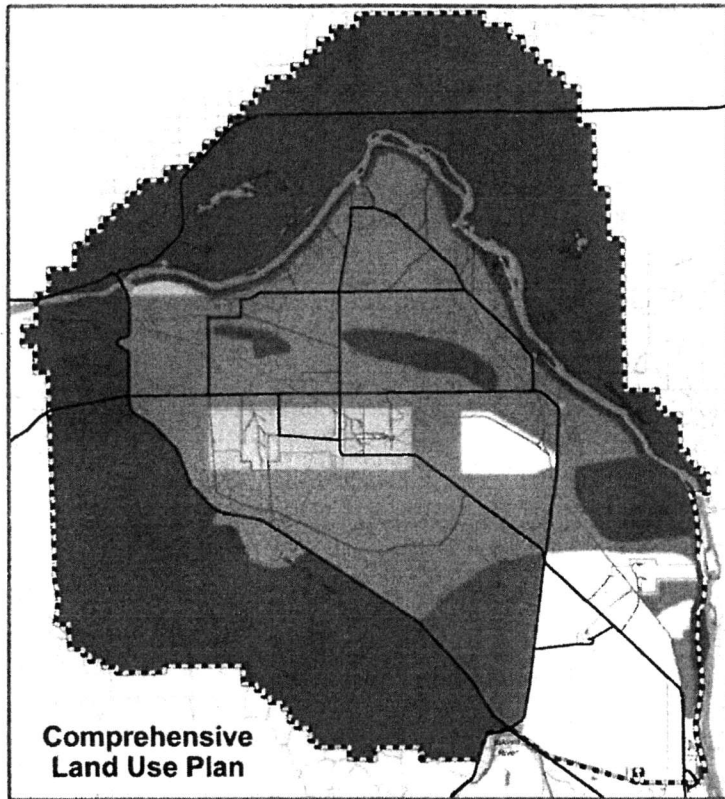
## River Corridor DOE Owned and Managed Properties





# U.S. DEPARTMENT OF **ENERGY**

## Attachment B



### Other Designations:

-  Industrial (Exclusive)
-  Conservation (Mining)
-  Preservation
-  Recreation (High Intensity)
-  Recreation (Low Intensity)
-  Industrial
-  Research & Development



U.S. DEPARTMENT OF  
**ENERGY**

**Memorandum of Understanding between the  
US Department of Energy (DOE) Richland Operations Office and  
the Wanapum Band of Indians  
for Increased Access to the Hanford Site**

This Memorandum of Understanding (MOU) is between the United States Department of Energy (DOE) Richland Operations Office and the Wanapum (collectively, the "Parties").

**I. PURPOSE:**

The purpose of this MOU is to recognize areas of mutual concern and support, promote communications and establish a framework for a cooperative relationship between the Parties regarding access to the Hanford Site. DOE recognizes the Wanapum's interest in the natural, biological and cultural resources at Hanford, and seeks to come to agreement for the Wanapum access to and use of Hanford lands and resources where remediation activities have been completed, and to establish protocols for communications and the preservation and protection of sacred sites and significant use areas for the Wanapum.

**II. SCOPE:**

The Hanford Site includes 586 square miles of land in south central Washington State. Attachment A depicts the River Corridor DOE owned and managed properties. Those River Corridor DOE owned and managed properties designated as conservation, preservation or recreation in Attachment B represent the geographical area under consideration for this MOU.

**III. BACKGROUND:**

WHEREAS, the Wanapum Band of Indians (known as the "River People") were historical residents of the Hanford site and their interest in the area has been acknowledged by the United States Government. In pre-contact and early contact periods, the Wanapum and the Chamnapum Bands lived along the Columbia River from south of Richland upstream to Vantage. The Wanapum express they have resided there since time immemorial. The Wanapum are not signatory to any treaty with the United States and are not a federally recognized tribe. In 1943 non-Indian farmers lived on the adjacent private lands and members of the Wanapum Band continued to reside on portions of the future Hanford site that remained in federal ownership. The Wanapum



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left their homeland willingly when the United States Government asked them to relocate in order to use the land to build the Hanford Site.

WHEREAS, beginning in 1943 with meetings between Wanapum Leader Puck Hyah Toot and the Manhattan Project Leader Colonel Mathias, the Wanapum have worked closely with the DOE and its predecessor agencies. The relationship continues between leaders today working collaboratively in the protection of natural, biological and cultural resources;

WHEREAS, since their removal, the Wanapum have maintained their connection to the land and many important areas of specific importance to them where they were born, lived, hunted and gathered for their survival, built their homes and camps, fished the Columbia River or "Chiawana", and died and were buried;

WHEREAS, large portions of the Hanford Site contain undisturbed remnants of Wanapum culture, including items and places telling the story of Wanapum creation, stories of the geological events of the region, and other Wanapum history and legends, including historical religious locations where components of the Dreamer or Washani religion were born;

WHEREAS, the Wanapum have a strong interest in access to the remediated areas of the River Corridor for the purposes of procuring traditional foods and medicines, and to maintain in other traditional cultural ways and practices;

WHEREAS, DOE affirms its continued commitment to uphold and implement the U.S. Department of Energy's Order 144.1, including the American Indian & Alaska Native Tribal Government Policy and the associated Framework;

WHEREAS, pursuant to Executive Order 13007, Indian Sacred Sites, and the multi-agency Memorandum of Understanding Regarding Interagency Coordination and Collaboration for the Protection of Indian Sacred Sites, DOE is working to improve the protection of and tribal access to Indian sacred sites;

WHEREAS, DOE has or will have largely completed the remedial activities in the approximately 220 square mile River Corridor on the Hanford Site pursuant to Interim and/or Final Records of Decision by 2015, including establishment and maintenance of ongoing remedial operations such as monitoring, institutional controls, and groundwater remediation;



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WHEREAS, DOE will continue to be responsible for the management of land, water, groundwater, and resources of the Hanford Site including the River Corridor and Central Plateau for the foreseeable future;

WHEREAS, access to the Hanford lands may occur upon transition of land segments into long-term stewardship and establishment of appropriate, mutually agreeable protocols;

WHEREAS, DOE has completed the remedial activities in the approximate 290 square miles Hanford Reach National Monument (HRNM), which is owned by the DOE and managed by the US Department of Interior (US Fish & Wildlife Service [USFWS]);

WHEREAS, the HRNM Comprehensive Conservation Plan provides that USFWS will seek to enter into consultation agreements and access agreements as appropriate with Native American tribes and peoples concerning traditional, cultural, and religious activities on USFWS managed monument lands, subject to DOE approval.

#### **IV. AGREEMENT:**

In consideration of the Wanapum's close association with the Hanford Site and the need for continued cooperation, the parties agree to use this Memorandum of Understanding as they cooperate to establish mutually acceptable protocols pertaining to access, communication, program and policy implementation, and additional topics as outlined below.

DOE and the Wanapum agree to work collaboratively and in good faith to establish the protocols and agreements defined below:

1. Establish protocols to allow access by the Wanapum to areas of Hanford that have been transitioned into long-term stewardship for the purposes of procuring traditional foods and medicines, and maintaining other traditional ways and practices.
2. Establish protocols to allow access by the Wanapum to fishing sites in areas that have been transitioned into long-term stewardship and allow suitable buildings to be erected for curing fish at these locations.
3. Establish notification protocols in collaboration with the Wanapum, including protocols for how DOE will be notified of Wanapum activities on the Hanford Site and how the Wanapum can ensure compliance with Hanford Site safety rules and regulations.



## U.S. DEPARTMENT OF **ENERGY**

4. Establish notification protocols in collaboration with the Wanapum that ensure timely and effective notification to the Wanapum of all off-normal events to allow for timely evacuation of any Wanapum members who are on site in case of a Hanford site emergency such as a fire or radiological event.
5. Establish protocols with the Wanapum for a sampling, data analysis, and data evaluation program for the purpose of monitoring specific Tribal resources associated with this MOU. DOE will provide the Wanapum access to related DOE data and including monitoring results and long-term health risk determinations, in compliance with applicable laws and regulations, including the Privacy Act.
6. Establish protocols for a Wanapum cemetery site at a mutually agreed upon location.
7. Establish protocols with the Wanapum relating to the management of designated properties of religious and cultural significance to the Wanapum, including but not limited to cemeteries, sacred sites (e.g. the Riverlands Area, Gable Mountain/Butte), and cultural sites.
8. Establish a long-term artifact loan agreement with the Wanapum for curatorial services of the Hanford federally owned Native American archaeological collection at the Wanapum Heritage Center, a facility meeting applicable federal standards and requirements.
9. Provide timely review and approval of any consultation agreements and/or access agreements between the Wanapum and USFWS as required by the HRNM Comprehensive Conservation Plan.
10. Share information between Parties regarding preservation and protection activities, as well as any discoveries that might impact other work at the Hanford Site.

### V. **ADDITIONAL TERMS AND CONDITIONS:**

#### A. EFFECT OF THIS MOU

1. This MOU is neither a fiscal nor a funds obligation document.
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## U.S. DEPARTMENT OF **ENERGY**

3. agreement. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
4. This MOU is not intended to, and does not grant, expand, create, waive, or diminish any legally enforceable rights, benefits or trust responsibilities, substantive or procedural. This MOU is not intended to, and does not alter, repeal, interpret, or modify tribal sovereignty, any treaty rights, or other rights of any tribe, or preempt, modify or limit the exercise of any such right.
5. All agreements herein are subject to, and will be carried out in compliance with, all applicable federal laws, regulations and any other applicable legal requirements.

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Jill Conrad  
Tribal Program Manager, Richland Operations Office  
509-376-0288  
[jill.Conrad@rl.doe.gov](mailto:jill.Conrad@rl.doe.gov)

For Wanapum:

Rex Buck  
Wanapum  
509-754-5088  
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U.S. DEPARTMENT OF  
**ENERGY**

D. REVIEW

Following execution of this MOU, the technical representatives for the Parties may meet regularly to review progress toward completion of the protocols and agreements described herein.

E. TERMINATION

This MOU will be in effect upon signature and shall remain in effect until either party determines it has reason to discontinue the MOU and provides 30 days advance notice to the other party. Prior to either party providing notice of its intent to terminate this MOU, the Parties will engage in government-to-government consultation in an effort to eliminate the reason for termination and continue the MOU.

VI. **SIGNATURES:**

This MOU is effective as of the date of the last signature below.

THE WANAPUM

By

Rex Buck

4-7-2015

Date

UNITED STATES DEPARTMENT OF ENERGY

By:

Mark Whitney  
Principal Deputy Assistant Secretary  
Environmental Management

4/7/2015

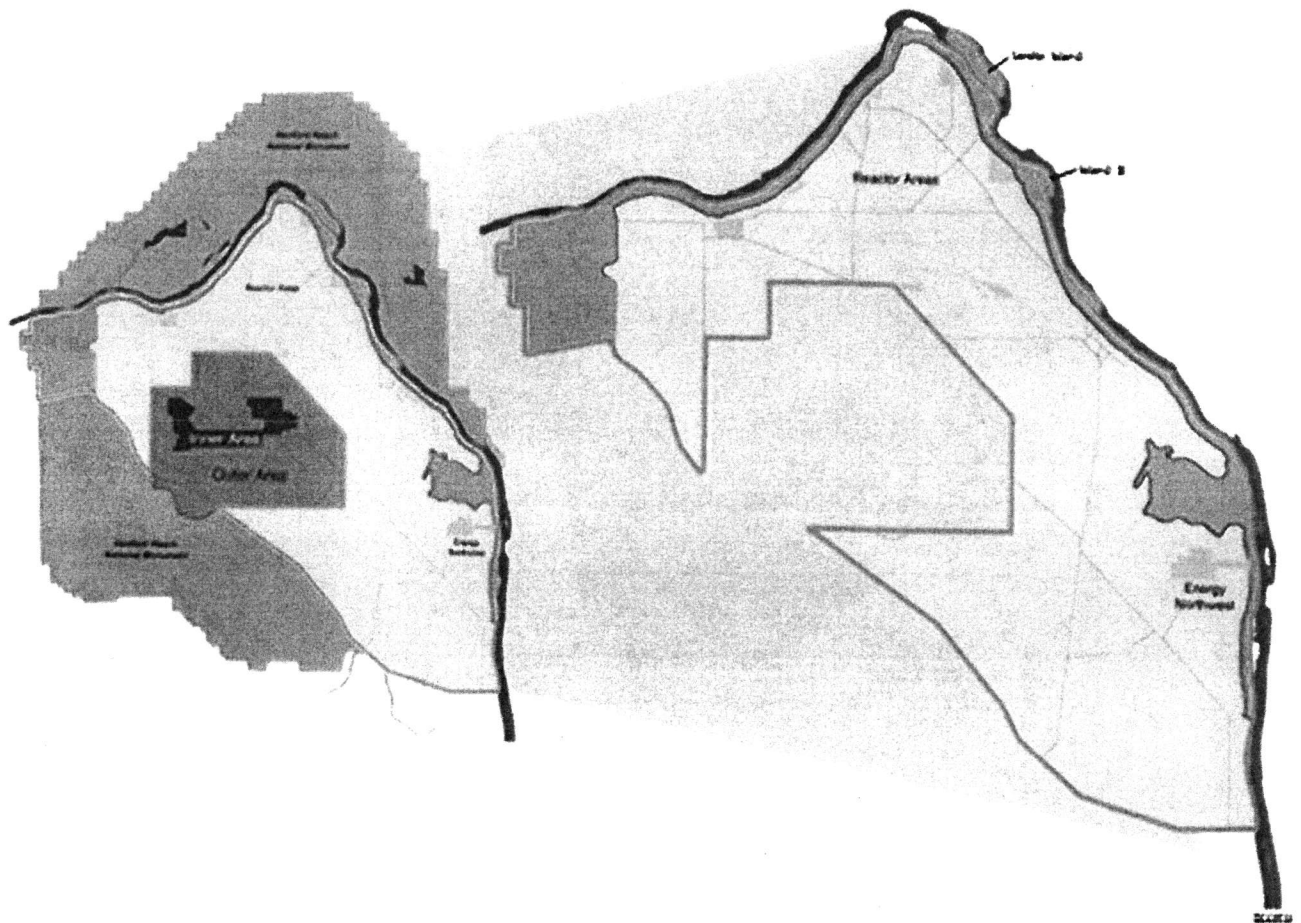
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U.S. DEPARTMENT OF  
**ENERGY**

Attachment A

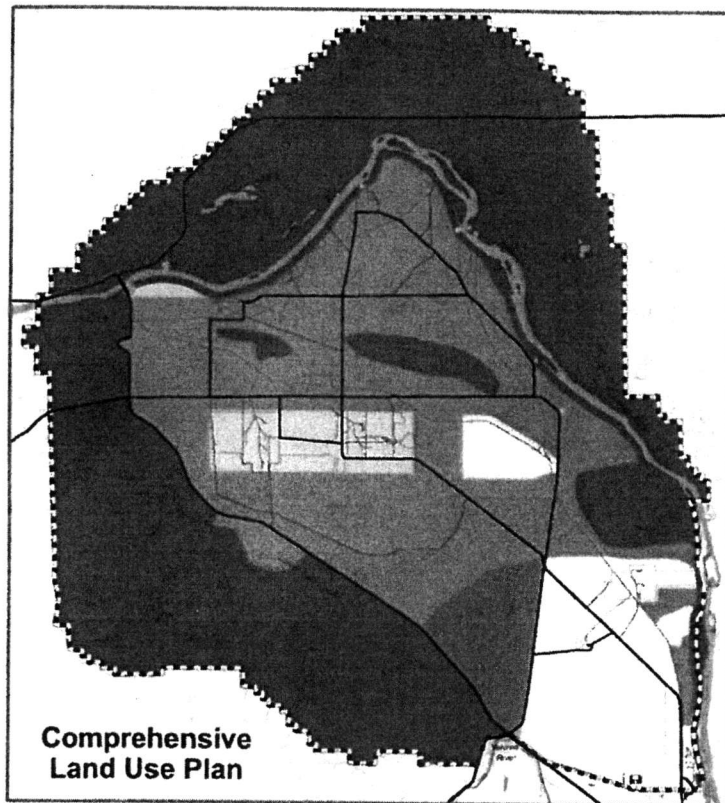
## River Corridor DOE Owned and Managed Properties





U.S. DEPARTMENT OF  
**ENERGY**

Attachment B



**Other Designations:**

-  Industrial (Exclusive)
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