

MEMORANDUM OF UNDERSTANDING

AMONG THE
UNITED STATES DEPARTMENT OF THE INTERIOR;
UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, INTERMOUNTAIN REGION;
SHOSHONE-BANNOCK TRIBES; AND
STATE OF IDAHO

REGARDING THE CREATION OF THE

SOUTHEAST IDAHO PHOSPHATE MINING NATURAL RESOURCE DAMAGE ASSESSMENT AND RESTORATION TRUSTEE COUNCIL

I. INTRODUCTION AND PURPOSE

This memorandum of Understanding (MOU) is entered into by and among the United States Department of the Interior (DOI), including the Fish and Wildlife Service (Service), Bureau of Land Management (BLM), and Bureau of Indian Affairs (BIA); the United States Department of Agriculture (USDA), acting through its representative the United States Forest Service, Intermountain Region (Forest Service); the Shoshone Bannock-Tribes; and the State of Idaho, acting through its representatives the Idaho Department of Environmental Quality (IDEQ) and Idaho Department of Fish and Game (IDFG), hereinafter collectively referred to as the Trustees.

The Trustees enter into this MOU to ensure cooperation and coordination among the Trustees in a variety of natural resource damage assessment and restoration (NRDAR) activities. NRDAR activities include, but are not limited to: (1) preparation of assessment(s) of injury to natural resources resulting from release(s) of hazardous substances at or from the Southeast Idaho Phosphate Mining Sites (Mine Site); (2) pursuit of potential claims for damages from injuries to natural resources and loss of resource services, including negotiations with potentially responsible parties (PRPs); and (3) use of natural resource damages jointly recovered from responsible parties, including any interest which may accrue thereon, for planning and implementation of actions to restore, replace, rehabilitate, and/or acquire the equivalent of (i) natural resources which were injured, destroyed or lost; and/or (ii) natural resource services which were lost pending restoration to baseline. The purpose of this MOU is to provide a framework for such coordination and cooperation between the Trustees and for implementation of joint activities.

II. AUTHORITY

The Trustees enter into this MOU in accordance with the provisions of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended 42 U.S.C. §§ 9601 *et. seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, and/or other applicable federal, state and tribal law and authority (hereinafter referred to as applicable law)

including, but not limited to, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), as amended, 40 C.F.R. Part 300, and the DOI Natural Resource Damage Assessment Regulations, as amended, 43 C.F.R. Part 11 and Executive Order 12580, as amended.

III. SCOPE

Natural resources for which the above-identified federal, state, and tribal entities assert trusteeship may have been injured as a result of releases of hazardous substances at or from the Mine Site. Releases of hazardous substances at or from the Mine Site are continuing. The geographic area under consideration includes mining operations and associated ore processing facilities located in the Blackfoot River, Salt River, and Bear River watersheds, but not including facilities in the Portneuf River Watershed (e.g., Gay Mine and Eastern Michaud Flats Superfund Site). The Mine Site includes any portion of, or all of, Ballard Mine, Henry Mine, Enoch Valley Mine, Wooley Valley Mine, North, South, and Central Rasmussen Ridge Mine, South Rasmussen Mine, Lanes Creek Mine, North Maybe Canyon Mine, South Maybe Canyon Mine, Dry Valley Mine, Champ Mine, Mountain Fuel Mine, Conda Mine, Diamond Gulch Mine, Georgetown Canyon Mine, Smoky Canyon Mine, the P4/Monsanto Soda Springs Processing Facility, the Agrium/NuWest Conda Phosphate Operations Plant, and wherever hazardous substances from these sites have come to be located.

This MOU is intended to facilitate the coordination and cooperation of the Trustees with regard to: 1) the performance of any joint NRDA, pre-assessment, emergency restoration, restoration planning, and restoration implementation activities (NRDA activities); 2) any prosecution or settlement of natural resource damage claims; 3) the maintenance of confidentiality of designated documents and discussions related to NRDA activities; and 4) the role and responsibilities of the Trustee Council and the Lead Administrative Trustee, as defined herein.

IV. TRUSTEE COUNCIL ESTABLISHMENT AND RESPONSIBILITIES

Upon their signature to this MOU, the following authorized officials, or their designees, are Parties to this MOU and shall act on behalf of their respective Party for all activities under this MOU.

Shoshone-Bannock Tribes: Chairman, Fort Hall Business Council

State of Idaho: Director, Idaho Department of Fish and Game and Director, Idaho Department of Environmental Quality, authorized officials for the State. The State's co-trustees shall agree upon one representative member to the Trustee Council and shall have a single vote in all matters related to this MOU.

U.S. Department of Agriculture: Regional 4, Regional Forester – U. S. Forest Service

U.S. Department of the Interior: Region 1, Regional Director – Fish and Wildlife Service

In the event a Party designates a representative other than the authorized official(s) identified above to act on its behalf under this MOU, the Party shall provide written notice of such designation to all other Parties at least two weeks prior to such designation becoming effective, unless otherwise agreed to by the Parties.

1. TRUSTEE COUNCIL RESPONSIBILITIES

The Trustee Council is responsible for the following activities:

- a. Facilitating Trustee development and implementation of any NRDAR activities;
- b. Assisting the Trustees in negotiating the terms of funding and participation agreements with PRPs for NRDAR activities;
- c. Authorizing deposits to and disbursements from the account(s) in which funding will be deposited;
- d. Developing joint Trustee negotiation, settlement, litigation, and restoration positions; and
- e. Establishing a regular meeting schedule, protocol, and procedures for Trustee Council business and sub-committees not otherwise set out in the MOU, as necessary.

2. LEAD ADMINISTRATIVE TRUSTEE

It is the goal of the Trustees to work together cooperatively and to coordinate their communications with the public and PRPs. For purposes of facilitating the exchange of information and the coordination of positions among the Trustees, one Trustee will be designated lead administrative trustee (LAT). The LAT is responsible for managing and coordinating NRDAR activities for the Trustees and serves as the Trustee Council's primary contact and representative on NRDAR issues in accordance with Trustee Council decisions. The LAT will be responsible for:

- a. Acting as the Trustees' central point of contact for communication with the PRPs. The LAT will coordinate these communications with the Trustees;
- b. Preparation of such minutes, resolutions, and other documents as needed to record actions and decisions of the Trustee Council;
- c. Maintenance of the administrative record for any assessment and restoration activities; and
- d. Other duties as agreed upon by the Trustees.

The Trustees agree that U.S. Fish and Wildlife Service will serve as the initial LAT. Upon unanimous approval, the Trustee Council may designate another Trustee as LAT. The LAT may delegate any of its duties to another Trustee with the unanimous approval

of the Trustee Council.

3. TRUSTEE COUNCIL MEMBERSHIP

The Trustees, as Parties to this MOU, hereby establish the Southeast Idaho Phosphate Mining Natural Resource Damage Assessment and Restoration Trustee Council (Trustee Council) to implement this MOU. The Trustee Council shall be comprised of designated representatives appointed and authorized to vote on behalf of each Trustee (i.e., DOI, USDA, the State of Idaho, and the Shoshone-Bannock Tribes, each being a voting member of the Council, comprising four votes). The Trustee Council may seek advisory participation from the U.S. Department of Justice, the U.S. Department of Agriculture, Office of the General Counsel, the U.S. Department of the Interior, Office of the Solicitor, the Idaho Attorney General, Tribal legal counsel or other agencies, when necessary or appropriate. While each Trustee has a single vote, each Trustee may determine to represent their interests at Trustee Council meetings by additional representatives from various involved departments or bureaus within their organizations.

4. TRUSTEE COUNCIL DECISIONS

Trustee Council decisions shall be reached by unanimous approval. Unanimous approval means an affirmative vote by each active Trustee Council representative or an affirmative vote by three of the four Trustee Council representatives with one abstention. The Trustee Council will conduct extensive good faith discussions directed toward obtaining unanimous approval. It is the goal of the Trustees to resolve disputes informally. In the event unanimous approval cannot be reached, the dispute resolution process provided in Section V will govern.

Decisions of the Trustee Council shall be recorded in writing, either by resolution signed by the voting representatives, or in minutes approved as to content and form by the voting representatives. All decisions authorizing the expenditure of funds, however, shall be memorialized in a Trustee Council resolution signed by the voting representatives. The budget and other documents describing the work to be conducted will be attached to the resolution and maintained in the administrative record.

The Trustee Council may seek advisory participation from other federal, state, or local agencies or any other entity as deemed appropriate by the Trustee Council.

5. TRUSTEE COUNCIL DECISIONS BY PROXY

A Trustee Council representative may vote by proxy when both the primary and the alternate representatives are unavailable for a meeting. The proxy must be in writing, delineating voting instructions for a specific resolution(s), and signed by the Trustee Council representative. The proxy will be sent to the LAT or the Trustee Council Chairperson chairing the Council meeting (if not the same) for which the proxy is

intended. A copy of the proxy will be attached to any written resolution(s). The original proxy will be retained by the LAT for inclusion in the administrative record. A separate proxy is required for each meeting which a Trustee Council representative cannot attend. All votes conducted by proxy must be provided within thirty (30) days following the meeting date for which the vote was put forward. Should a proxy not be provided within thirty (30) days, the vote will be recorded as an abstention for that Trustee Council representative. Should an issue(s) arise at a Trustee Council meeting which is not covered by the proxy, the Trustee cannot vote on the issue at that meeting.

6. TELEPHONE PARTICIPATION

A Trustee Council meeting may be convened by a telephone conference call. Should a Trustee Council representative(s) be unable to travel to a meeting that representative(s) may participate by telephone conference, if such facilities are available.

7. TRUSTEE COUNCIL CHAIRPERSON

The Trustees Council will designate a Trustee Council Chairperson. This position may rotate as agreed to by the Trustee Council. The Trustee Council Chairperson, with the assistance of the LAT, will be responsible for organizing meetings, preparing proposed agendas, identifying in the agendas any issues to be voted upon at the proposed meeting, distributing agendas to the designated primary, alternate and legal contacts at least three (3) days in advance of a meeting, and presiding over convened Trustee Council meetings.

8. TRUSTEE COUNCIL MEMBERS AND ALTERNATES

Each Trustee hereby designates the individuals identified in Appendix A as the primary and alternative representatives on the Trustee Council. Communications regarding the Trustee Council business shall be addressed to the primary representative and, unless the Trustee Council directs otherwise, copied to the alternate representative. Any required notices affecting the activities covered by this MOU are sufficient only if in writing and delivered to each Trustee in person, mailed, or transmitted electronically by e-mail or fax to the individuals at the contact information listed in Appendix A to this MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

It is the responsibility of each Trustee to fill a vacancy or address the absences of its representative to the Trustee Council. In no case will a vacancy or absence by a Trustee Council Representative delay Trustee Council decision making.

V. DISPUTE RESOLUTION

If the Trustee Council does not reach unanimous approval through informal means, the Trustee Council will use the following dispute resolution process:

1. Any unresolved dispute will be elevated to the Trustee Council representatives' respective managers for resolution.
2. If there continues to be disagreement, the matter will be elevated to the Trustee authorized officials or their successors in office who will resolve the matter or decide the appropriate forum or means for ultimate resolution.
3. The Trustees will strive to resolve disputes within thirty (30) working days.
4. This Dispute Resolution provision does not preclude separate government-to-government consultation between the Tribes, the State, USDA, and DOI.

VI. RECOVERY OF FUNDS

1. ASSESSMENT ACTIVITIES

The Trustees may enter into funding and participation agreements with one or more PRP(s) to fund NRDAR activities. Any agreement will address the terms of the monetary disbursement and the level of PRP participation. The Trustees acknowledge that payments and/or promises of goods and services for NRDAR activities pursuant to any funding and participation agreement, exclusive of the individual costs of their participation, are intended for the joint and undivided use and benefit of all the Trustees acting cooperatively in planning, coordinating and conducting joint Trustee NRDAR activities. Prior to the receipt of any such funds, the Trustee Council will, by resolution, determine the appropriate place for the deposit of funds and appropriate activities for the expenditure of these funds recognizing that legal authority may restrict where such funds can be held. Any interest earned on deposited funds shall be credited to the total deposited funds and shall be subject to the terms of this MOU.

The individual Trustees will evaluate the most effective means for recovery of their individual costs of participation and seek recovery of these costs through agreement(s) with one or more PRP(s). The Trustees further acknowledge that each Trustee may seek individual reimbursement from any PRP for NRDAR activities unanimously approved by the Trustee Council but separately financed by the individual Trustee. However, prior to seeking reimbursement, the relevant Trustee will provide notice and an accounting of the monies sought to the Trustee Council. Additionally, the individual Trustees will be responsible for maintaining individual accounting for the costs of their participation. The LAT will be responsible for keeping an accounting of any agreed upon joint NRDAR activities. It is the goal of the Trustees to minimize administrative costs.

2. DAMAGES RESTORATION FUNDING

The Trustees agree that natural resource damages recovered, obtained or received by, or

on behalf of, the Trustees as a result of NRDAR activities subject to this MOU, including jointly recovered compensation from any PRP, shall be joint funds. The Trustees agree to cooperate in good faith to establish, maintain, and utilize, to the extent consistent with applicable law, a joint trust account(s), joint court registry account(s), or the U.S. Department of the Interior, Natural Resource Damage Assessment and Restoration Fund (Fund), for purposes of receiving, depositing, holding, disbursing, and expending all such funds recovered jointly for natural resource damages, and the interest earned thereon. However, upon written agreement by all Parties, funds jointly recovered may receive different treatment.

The Trustees agree that all recovered damages for natural resource injuries and/or loss of services above those used for eligible individual Trustee account reimbursements (Section VI.1) will be used exclusively for activities that would restore, replace, rehabilitate or acquire the equivalent of the injured resource(s) and/or resource services pending restoration under this MOU. Said activities shall be consistent with a Trustee Council approved Natural Resource Damage Restoration Plans ("Final Restoration Plans") developed in accordance with 42 U.S.C. § 9611(i) to address those injuries to natural resources and the services that they provide. In accordance with their decision making process in Section IV, the Trustees will establish standards and procedures governing the use of all natural resource damages jointly received by the Trustees for the purposes of developing and administering or implementing a Final Restoration Plan[s] for restoring, replacing, rehabilitating and/or acquiring the equivalent of natural resources injured as a result of an event and the reduced and/or lost services provided by those resources pending restoration to baseline.

VII. COMMUNICATIONS AND SETTLEMENT NEGOTIATIONS

It is a goal of the Trustees to work together cooperatively and to coordinate their communications and settlement discussions with any PRPs relating to the matters addressed by this MOU. No Trustee shall initiate discussions regarding NRDAR claims and or activities at the Mine Site or any other matters covered under this MOU with any PRP without first providing the other Trustees notice and, if appropriate, an opportunity to participate in such discussions. The Trustees agree to inform each other within five (5) working days of any oral or written communications to or from PRPs. The Trustees may enter into settlement negotiations with any PRP for the purposes of resolving any natural resource damage claims. If a Trustee intends to conduct independent settlement negotiations with a PRP, that Trustee shall provide the other Trustees with thirty (30) working days written notice prior to such negotiations.

VIII. CONFIDENTIALITY

Records maintained by the federal agency Trustees related to this MOU are subject to the Freedom of Information Act, 5 U.S.C. § 552, and its regulations. Records maintained by the State of Idaho are subject to the Idaho Public Records Act, Idaho Code §§ 9-337 to 9-350.

The status of the Parties as co-Trustees warrants that they carry out NRDA activities and settlement negotiations in a coordinated fashion and that they protect the integrity of the claim determination and analysis process and the confidentiality of certain information and strategies. The Trustees may share among each other certain confidential information, including, but not limited to: legal strategies and theories, draft documents, deliberations, proprietary information, and other confidences regarding the assessment and collection of natural resource damages associated with the Mine Site (Confidential Information). The Trustees agree that the sharing of such Confidential Information among Trustees is being done for the purpose of asserting common claims and asserting and protecting the rights and interests of respective clients, and that any other publication or use is not authorized. The attorney-client, attorney work-product, deliberative process, law enforcement, and other such privileges, are intended to remain attached to Confidential Information to the extent permitted by law and the sharing and exchange of such Confidential Information among Trustees does not waive any privilege attaching thereto. Whenever sharing Confidential Information, the Party shall clearly mark any information to which it asserts a privilege as "Privileged and Confidential Information Do Not Release Without Authorization." To the extent permitted by applicable law, each Trustee agrees not to disclose to any person not a party to this MOU any Confidential Information so marked without the consent of the Trustee generating the information. The Trustees agree that failure to so mark information developed or shared under this Agreement does not preclude the parties from asserting the protections from disclosure available under law. The obligation to not disclose Confidential Information shall survive withdrawal or termination by any party.

The Trustees recognize the public's interest in scientific data developed during the damage assessment process. As appropriate, the Trustees may decide to release such information after consultation with legal representatives.

IX. GENERAL PROVISIONS

1. RESERVATION OF RIGHTS

- a. Nothing in this MOU is intended, nor shall it be construed to be, an admission by the Parties in any dispute or action between the Parties or between the Parties and a third party. Nothing in this MOU is intended, nor shall it be construed, as a waiver by the Parties for any claims or defenses in any legal action, or any other rights or remedies.
- b. **Third Parties.** This MOU is not intended, nor shall it be construed, to create or waive any legal rights or obligations of any person or entity not a party to this MOU. The rights or obligations of this MOU may not be the basis of any third party challenges or appeals.
- c. Nothing contained herein is intended, nor shall it be construed, to limit any Parties' specific authorities, as listed in Section II of this MOU.

2. MODIFICATION OF MOU

Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed.

3. WITHDRAWAL AND TERMINATION

This MOU shall continue in effect from the date of execution until terminated by written agreement of all the signatories. Any Party may terminate its participation in the MOU upon giving thirty (30) days written notice to all other Parties or as otherwise provided for herein. In the event of such withdrawal, this MOU remains in full force and effect for the remaining Trustee Parties. The Trustees specifically agree that the provisions of Section VIII of this agreement, regarding all information developed pursuant to this MOU, shall remain binding upon each Party to this MOU should a Party withdraw from this agreement.

In the event of the withdrawal of any Trustee, or at the termination of this MOU, each Trustee agrees to cooperate in preparing a full and complete accounting for and status report of all accounts managed jointly by the Trustees or their representatives pursuant to Section VI of this MOU.

4. LIMITATION OF AUTHORITY

Nothing herein authorizes the Parties to enter into settlements on behalf of the other Parties, and, absent separate consent, a party does not represent another Party in any litigation that may be commenced by the other Parties. Nothing in this MOU shall be construed as obligating any signatory to this agreement to expend any funds in excess of appropriations or other amounts authorized by law.

5. EXISTING DIRECTIVES

Nothing in this MOU is intended to conflict with existing directives of any Trustee. If the terms of this MOU are inconsistent with existing directives of any Trustee, those portions of this MOU that are determined to be inconsistent shall be identified by the applicable Trustee. At the first opportunity for review of the MOU, all identified inconsistencies will be discussed by the Trustees for possible amendment to this MOU as the Trustees determine appropriate.

6. TRUSTEESHIP

Nothing in this MOU is intended to imply that any signatory Trustee is in any way abrogating or ceding any responsibility or authority inherent in trusteeship over natural resources. Nothing in this MOU is intended to alter, limit, or expand the Trustees'

statutory and regulatory authority. Nothing in this MOU shall be construed to restrict, enlarge, or otherwise determine the rights, interests, and jurisdiction of any Trustee. The Trustees do not assume liability for any third party claims for damages arising out of this agreement.

7. INTEGRATION

This MOU and its appendices are incorporated into this MOU and constitute the final agreement and understanding among the Parties, unless modified pursuant to Part 2 of this Section.

8. PARTICIPATION IN SIMILAR ACTIVITIES

Subject to the provisions of this MOU, including, but not limited to, Sections VII and VIII governing Trustee communications, negotiations, and confidentiality, this MOU in no way restricts the Trustees from participating in NRДАР activities unrelated to the Mine Site with other public or private agencies, organizations, and individuals.

9. ENDORSEMENT

Any one Trustee's contributions made under this MOU do not by direct reference or implication convey endorsement of other Trustee's products or activities, except where such endorsement or approval is specifically recognized by the Trustees through the official business of the Trustee Council.

10. INDIVIDUAL FUNDS

The Trustees intend to manage their respective individual resources and activities in a coordinated and mutually beneficial manner consistent with the terms of this MOU and the objectives of the Trustee Council. Nothing in this MOU authorizes any of the Trustees to obligate or transfer anything of value held solely by an individual Trustee.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value held solely by an individual Trustee may require the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: availability of funds and other resources; and Trustees' administrative and legal requirements (including authorization by statute). This MOU neither provides, nor meets these criteria. If the Parties elect to enter into an obligation agreement that involves the transfer of individually held funds, services, property, and/or anything of value held solely by an individual party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and an individual Trustee's obligations are subject to the availability of appropriated funds and other resources held solely by that individual

Trustee. The negotiation, execution and administration of these prospective agreements contemplated under this provision must comply with all applicable law.

This provision, (Section IX.10), specifically applies only to those funds, resources, and anything of value held by individual Trustees, and specifically excludes funds, resources, and anything of value recovered by or otherwise made available to the Trustee Council for joint NRDAR activities and natural resource damages as contemplated under Section VI of this MOU.

11. MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. § 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

12. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POV's or GOV's when driving while on official Government business or when performing any work for or on behalf of the Government.

X. EXECUTION AND EFFECTIVE DATE

This MOU shall become effective upon execution by all of the Trustees. This MOU is effective as of the date of the last signature. This MOU is effective through December 31, 2023 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials. (For the Forest Service, this MOU is designated as number 15-MU-11046000-016. When effective, this MOU supersedes Forest Service MOU number 14-MU-11046000-009 in its entirety.)

This MOU can be executed in one or more counterparts, each of which will be considered an original document. A copy with all original executed signature pages affixed shall constitute the original MOU and shall be retained by the LAT.

XI. SIGNATURES

By signature below, each Trustee certifies that the individuals listed in this document as representatives of the individual Trustees and are authorized to act in their respective areas for matters related to this MOU. The authorized officials identified below execute this MOU on the dates attested to below as representatives of their respective agencies, which act on behalf of the public as Trustees for natural resources, and as representatives of tribal governments, which act on behalf of their tribal membership.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]

DEPARTMENT OF INTERIOR

Robyn Thorson
Robyn Thorson
Region 1, Regional Director – Fish and Wildlife Service

2/23/2015
Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service
(FS No. 15-MU-11046000-016)

Date

STATE OF IDAHO

Curt Fransen, Director
Idaho Department of Environmental Quality

Date

Virgil Moore, Director
Idaho Department of Fish and Game

Date

SHOSHONE- BANNOCK TRIBES

Nathan Small
Chairman, Fort Hall Business Council

Date

DEPARTMENT OF INTERIOR

Robyn Thorson
Region 1, Regional Director – Fish and Wildlife Service

Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service
(FS No. 15-MU-11046000-016)

1-30-15

Date

STATE OF IDAHO

Curt Fransen, Director
Idaho Department of Environmental Quality

Date

Virgil Moore, Director
Idaho Department of Fish and Game

Date

SHOSHONE- BANNOCK TRIBES

Nathan Small
Chairman, Fort Hall Business Council

Date

DEPARTMENT OF INTERIOR

Robyn Thorson
Region 1, Regional Director – Fish and Wildlife Service

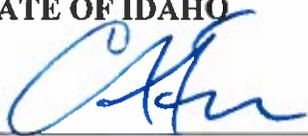
Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service
(FS No. 15-MU-11046000-016)

Date

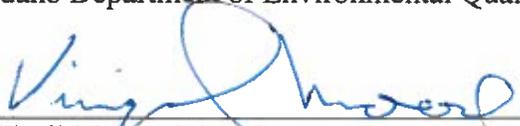
STATE OF IDAHO



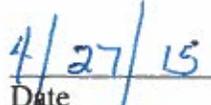
Curt Fransen, Director
Idaho Department of Environmental Quality



Date



Virgil Mopre, Director
Idaho Department of Fish and Game



Date

SHOSHONE- BANNOCK TRIBES

Nathan Small
Chairman, Fort Hall Business Council

Date

DEPARTMENT OF INTERIOR

Robyn Thorson
Region 1, Regional Director – Fish and Wildlife Service

Date

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

Nora B. Rasure
Intermountain Region (Region 4), Regional Forester – Forest Service
(FS No. 15-MU-11046000-016)

Date

STATE OF IDAHO

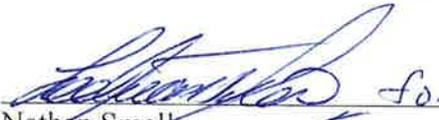
Curt Fransen, Director
Idaho Department of Environmental Quality

Date

Virgil Moore, Director
Idaho Department of Fish and Game

Date

SHOSHONE- BANNOCK TRIBES



Nathan Small
Chairman, Fort Hall Business Council



Date

APPENDIX A

Primary Representatives:

Department of the Interior: Sandra M. Fisher
Address: Eastern Idaho Field Office
4425 Burley Drive, Suite A
Chubbuck, Idaho 83202
Telephone: 208-237-6975 x 102
Fax: 208-237-8213
Email: sandi_fisher@fws.gov

Department of Agriculture: Sherri Stumbo, Deputy Director of Engineering
Address: 4350 Cliffs Drive
Pocatello, Idaho 83201
Telephone: 208-236-7519
Fax: 208-236-7555
Email: sherriastumbo@fs.fed.us

State of Idaho: Bruce Olenick, Regional Administrator,
IDEQ, Pocatello Region
Address: 444 Hospital Way, #300
Pocatello, ID, 83201
Telephone: 208-236-6160
Fax: 208-236-6168
Email: bruce.olenick@deq.idaho.gov

Shoshone-Bannock Tribes: Nathan Small, Chairman
Address: P.O. Box 306
Fort Hall, Idaho 83203
Telephone: 208-478-3805
Fax:
Email: nsmall@sbtribes.com

Alternate Representatives:

Department of the Interior: David Kampwerth, Field Supervisor

Address: Eastern Idaho Field Office
4425 Burley Drive, Suite A
Chubbuck, ID 83202
Telephone: 208-237-6975 x 105
Fax: 208-237-8213
Email: david_kampwerth@fws.gov

Department of Agriculture:

Address: Garth Smelser, Forest Supervisor, Caribou-Targhee
National Forest
1405 Hollipark Drive
Idaho Falls, Idaho 83401
Telephone: 208-557-7500
Fax: 208-557-5826
Email: gsmelser@fs.fed.us

State of Idaho:

Address: Mark Gamblin, Regional Supervisor
IDFG, Southeast Region
1345 Barton Road
Pocatello, ID 83204
Telephone: (208) 232-4703
Fax: (208) 233-6430
Email: mark.gamblin@idfg.idaho.gov

Shoshone-Bannock Tribes:

Primary Alternate

Address: Kelly Wright, Environmental Waste Management Program
Manager
P.O. Box 306 Pima Drive
Fort Hall, Idaho 83203
Telephone: 208-478-3903
Fax: 208-478-3909
Email: kwright@shoshonebannocktribes.com

Secondary Alternate

Address: Susan Hanson, Environmental Consultant
P.O. Box 306 Pima Drive
Fort Hall, Idaho 83203
Telephone: 208-241-1697
Fax: 208-478-3909
Email: susanh@ida.net