

Crow Butte Uranium Project

Traditional Cultural Properties Survey

THIS AGREEMENT FOR Tribal “Traditional Cultural Property” (“TCP”) Survey (Services) is made and entered into by and between the Makoche Wowapi, (hereinafter called “Contractor”), and Cameco Corporation (hereinafter called “Owner”).

WHEREAS, The National Environmental Policy Act (NEPA) requires federal agencies to take into consideration what affects an undertaking will have on environmental and environmental justice issues. Since 1985, evaluated impacts have been extended to include cultural impacts on Native American Tribes.

The National Historic Preservation Act (NHPA) requires federal agencies to consult with Native American Tribes regarding the activities that may affect culturally sensitive sites. The American Indian Religious Freedom Act (AIRFA) and Executive Order 13007 require federal agencies to preserve and provide access to American Indian religious, cultural rights, and practices. The Native American Graves Protection and Repatriation Act (NAGPRA) is designed to protect human remains.

On October 8, 2020, the Nuclear Regulatory Commission in *In the Matter of Crow Butte Resources, Inc. (In Situ Leach Uranium Recovery Facility)*, Docket No. 40-8943-OLA, CLI-20-08, affirmed the Partial Initial Decision of the Atomic Safety and Licensing Board in *In the Matter of Crow Butte Resources, Inc. (In Situ Leach Uranium Recovery Facility)*, Docket No. 40-8943-OLA, LBP-16-17, 83 NRC 340 (2016), on Contention 1 that the NRC Staff neither “satisfied NHPA’s requirement to identify, assess, and ...attempt to mitigate impacts on [Traditional Cultural Properties (TCPs)] within the license area, nor NEPA’s requirement to take a hard look at cultural resources within the license area.” The Board found the NRC Staff’s efforts under NHPA to identify historic and cultural properties deficient. The Board also found that the NRC Staff’s Environmental Assessment was deficient in that it failed to take a hard look at TCPs within the Crow Butte license area, including tangible and intangible TCPs that do not rise to the level of historic properties under the NHPA. The matter has been remanded back to the NRC Staff for compliance with the NHPA and NEPA.

Purpose and need of the Tribal “TCP” Study is to identify sites of Tribal tangible and intangible interests that may be eligible for listing under the National Register of Historic Places and/or eligible for protection under the American Indian Religious Freedom Act (42 U.S.C. § 1996 [1994]) and/or Executive Order 13007 (1996).

The Survey should identify physical evidence that may indicate the existence of” TCP’s” within the project area that would be directly impacted by project implementation; and in locations outside of the project APE that may be secondarily affected (i.e., view shed, changing land use; etc.).

Those native prairies should be the primary focus of the Survey. Areas that were previously disturbed will be reviewed and some areas that should be excluded based on the assumption that areas with considerable previous disturbance by Euro American land use activities (i.e. agricultural cultivation, gravel exploration, construction activities, mining etc.) would have destroyed traditional cultural properties, or would have at least diminished the integrity needed for renewed Native American use.

However, a few cultivated or mined areas within certain landscape areas of concern, as determined by the contractor in cooperation with the Oglala Sioux Tribe (OST) and the Nuclear Regulatory Commission (NRC), may be reviewed during the survey. Legal descriptions for these areas will be added to the scope of work. The contractor will investigate cultivated areas and areas where mining has occurred within the Project's identified Area of Potential Effect (APE) right of way based on the determination of the OST Tribal Historic Preservation Officer, NRC and per the contractor's discretion.

The Contractor and the Owner will faithfully perform all obligations set forth in this Agreement and with any other documents attached, which documents are incorporated herein by reference and which, together with this Agreement, are hereinafter called "Agreement".

Whereas, the Owner owns and operates the Crow Butte mining area or other areas that make up the facility that mines, process and provides a final product of Uranium source material; and

Whereas, the Owner requires specialized Services to perform Tribal "TCP" Surveys under the NHPA and NEPA on approximately 3,300 acres; and the Contractor acknowledges that survey permissions are required to survey, and Cameco will provide 100% survey permissions on the Projects APE. The Contractor shall limit his staff and other individuals participating in the Tribal "TCP" Surveys to the areas of the APE and any other lands Cameco will provide survey permissions; and

Whereas, the Contractor desires and can provide these specialized Services; and

Now Therefore, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Article 1. Scope of Services

The Contractor agrees to furnish all necessary materials, labor, tools, GEO-GPS equipment, supplies, supervision, knowledge, expertise, and technical knowledge necessary to perform the Services for a Tribal "TCP" Survey in accordance with the NHPA, NEPA, and the Agreement.

Time is of the essence and is of major importance that all parties must take all reasonable efforts to ensure the Services are performed in a timely manner.

The Contractor warrants that the Services provided hereunder shall conform with the highest standard of care and practice appropriate to the nature of the technical and professional Services rendered, that the personnel furnishing said Services shall be qualified and competent to perform the Services assigned to them, and that the recommendations, guidance, and performance of such personnel shall reflect their best professional knowledge and judgment.

The contractor and staff have sufficient understanding of the traditions and heritage to qualify for the identification and evaluation of tangible and intangible traditional cultural heritage sites/cultural resources within the project area. The identified individuals employed with Makoche Wowapi (MW) will participate under the direction of the Contractor. The Contractor requiring other specialized expertise of Native spiritual advisors, historian(s) and other personnel working on the project shall be designated by Oglala Sioux Tribe, OST-Tribal Historic Preservation Officer (THPO), or Tribal Cultural Resources Department of the OST.

The Survey participants will be knowledgeable regarding survey methodology, site identification, interviewers and survey crew shall possess appropriate amount of training to perform the survey. A list of personnel will be provided prior to the survey.

The Contractor shall perform the Services during the hours agreed to by the Owner and the Contractor. The Services shall be completed during the term of this Agreement.

Cameco will provide Contractor, Makoche Wowapi, the following:

- GIS shapefiles of the 3,300 acres
- Identification of the areas that Cameco has survey permissions
- Identification of the areas that Cameco does not have survey permissions
- (4) Copies of Field Map Books of the areas requiring a survey and incorporated into this Agreement.

- Makoche Wowapi will provide the following:
 - Written methodology of study included in this agreement
 - Provide size of Field Staff anticipated, include names, prior to start of work
 - Submit Nebraska SHPO Site Form and/or TCP form
 - Final Written report – (To NEB-SHPO, Oglala Sioux Tribal Council, OST-THPO, Cameco and NRC only)

The Contractor will develop a Tangible and Intangible Traditional Cultural Properties Final report. At a minimum, the document will provide the following chapters:

- Cover with project title including County and State, project sponsor (Cameco for NRC), and date of report –
- Abstract with project location, APE, acreage surveyed, project description, number of sites found, and summary of effects and recommendations -
- Introduction: This chapter will discuss the reason for the investigations and scope of work –
- Environmental Setting of the project area, past and present.
- A section on the identifications of the “in-tangibles” presence of and interviews from historians of the Oglala Sioux Tribe concerning the spiritual and cultural knowledge of the Crow Butte area -
- Cultural Background, this chapter will discuss the cultural heritage and culture of the OST as it relates to the project area. It is acceptable to document discussion to those aspects that are pertinent to the project area -
- Background and Literature Searches, SHPO files, maps used, etc. –
- Methods: This will describe at a minimum, how the project area was investigated, when the fieldwork was completed, who participated, etc. -
- Survey Results with each site physically described in detail (include field map and marked topo map 24,000 scale or smaller?) including relation to surrounding landforms, degree of disturbance, State site number, general photographs, specific feature photos (if acceptable), significance of site (including “intangible” interests), and recommendation for National Register eligibility based on criteria –
- Summary and Recommendations with condensed site discussion, avoidance recommendations if applicable, eligibility, include a table if large number of sites –
- Appendices with GPS data, State site form or TCP form, other project documentation.
 - GIS data files of site boundary to Owner.

Article 2. Methodology

The methodology for completing the Cultural survey of the Crow Butte project lands will be conducted in three phases and will take (73) days to complete. The identification survey will take (18) days. The oral history interviews will take (25) days. All gathered data will be compressed and developed into a draft report that will take (30) days. The total time to complete a Final Report will take (584) hours to complete the survey, gather historical “intangible” data from historians, gather cultural and spiritual “Intangible” data from the spiritual advisors and conduct interviews with identified oral history/knowledge keepers. These day and hour numbers are best estimates at this time.

The phases will include:

- 1.) Phase One: Makoche Wowapi shall conduct a TCP Survey to identify historic properties of religious and cultural significance within the 3,300 acres.
- 2.) Phase Two: will be the assessment of the intangible interest of the Lakota/Oglala Sioux Tribe and to the extent available of other Tribes of the identified sites within Crow Butte area, the mining areas, surrounding areas surrounding Crow Butte itself and the new expansion (colored coded blue), and surrounding areas potentially impacted by the activities at Crow Butte. The OST-THPO will identify spiritual Lakota elders and Lakota historians using interviews and gathering cultural oral knowledge. Site visits timelines for spiritual leaders will be require.
- 3.) Phase Three: develop a transcript of the interviews of the Lakota spiritual advisors, Lakota historians/people to be condensed into a report and included in the final Report. This transcript will identify the intangibles of the overall areas of Crow Butte subject to NEPA’s “hard look” requirement and to assist in recommending eligibility of identified cultural resources/sacred sites to the National Register of Historic Places.

As potential adverse impacts are identified avoidance is preferred action. The evaluation phase would require consultation with other interested THPO’s, elders and spiritual advisors to review field data to make a recommendation to the OST-THPO, Tribes and NRC on mitigation or nomination to the National Register of Historic Places.

- 1) The entire area identified as the 3,300 acres of the Crow Butte footprint will be the Area of Potential Effect (APE) and would be subject to a Tribal TCP Survey, provided this amount may change if the RFP provides the actual area requiring a TCP survey.
- 3 Priority of this TCP survey will be applied to all un-broken ground or un-cultivated prairie and pasture/hay lands. Federal/State and private lands will also be surveyed if included in the APE, contingent on permission to enter land if indicated for this survey.
- 4 All shape files should include previously identified sites, locations and site boundaries including any new information with the most recent archaeological or tribal TCP recent survey must be provided to Makoche Wowapi prior to survey.
- 5 Collect GPS field data and process GIS information in a format acceptable to the Oglala Sioux Tribe and Nebraska SHPO.
- 6 Compress and process data with results, recommendations and determinations provided in a final draft report.

Article 3. Deliverable

- 1) Makoche Wowapi will conduct an Intense Pedestrian Traditional Cultural Property Survey and Intangible spiritual evaluation report of Crow Butte will produce a Final Tribal Tangible and Intangible “TCP” Survey Report to Cameco, NRC, and OST.

Article 4. Services

Makoche Wowapi will provide technical support personnel working in specific hours to process data to complete the final Report.

Field Survey Personnel:

1. Field Supervisor (1)
2. Field Technical Support – (3) Spiritual Advisor
3. Field Crew – (5) individuals
4. Project Manager (1)
5. Oral History Manager (Develops Report) (1)
6. Interviewers (2)
7. Historian (1)

Budget for processing Data:

These two individuals will help process the field data, create maps, process site forms, and other data, pictures etc. for final Report

1. (1) Geo Technical person
2. (1) GIS person

The TCP Survey is scheduled for (18) days except for weekends. Consideration for down time for rain or snow day delay, to be determined by Cameco and Contractor. Budget for rates will be the fee schedule of Makoche Wowapi. The TCP Survey schedule is subject to modification if snow accumulation makes the conduct of the survey inappropriate.

1. The field crew hours will work a regular (8) hour workday which may include a weekend and earning overtime at “time and one half” of the hourly rate of individual as determined by Cameco and Makoche Wowapi.
2. Regular time is eight hours beginning at 8:00 am to 5:00 pm with (1) hour for lunch.
3. Total work hour per day is (8) hours and a (40) hour week.
4. Overtime is earned after (40) hour regular work time within the (7) day week cycle as determined by Owner.

Interviews and Data Recordings will talk (25) days:

1. There will be interviews conducted by (4) individuals with (2) interviewers to gather data on the oral history of Crow Butte area.

2. One Historian will direct the interview process and assist in interpreting Lakota into data to be used in a Report of the Crow Butte area.
3. One Oral History Manager will assist the Historian to compress and process the oral interviews to develop a Report to be included in the Final Report.

Budget for processing Data:

These two individuals will help process the field data, create maps, process site forms, and other data, pictures etc. for final Report

3. (1) Geo Technical person
4. (1) GIS person

Data Processing:

1. All data will be organized as survey was conducted identifying field dates, personnel, and recordation review.
2. Delivering all raw field data will be processed by Makoche Wowapi using the GPS points; provide maps and documentation on a USGS 7.5-minute topographic map with site location and identified site boundary; table with number of features in site boundary, description, and recommendation.
3. Provide a compilation of all sites recorded within corridor that will be impacted.
4. Provide summary of data for final report.

Article 5. Survey Method

MW will conduct an intense TCP Survey within the proposed corridor to identify areas or historic properties of religious and cultural significance to Great Plains Tribes for consultation with NRC, NEB-SHPO, THPO's and consulting parties.

1. The survey crew will walk (5) meter transects and will shrink down to (3) meters minimum, based on site density and site/feature composition because of ground visibility.
2. Identification will be conducted with avoidance as the goal to achieve, evaluation of eligibility will require consultation under section 106 of NHPA and consulting with the Oglala Sioux Tribal Council, and OST-THPO if mitigation is a consideration. This TCP survey will prioritize the review specifically on the cultural landscape in relation to the site and feature(s) contain within the site boundary and/or adjacent in-direct effects to significant areas to be determined; and dense complex stone feature formations as it relates to direct effects.
3. The Crew shall identify cultural resource and stone feature(s), pin flag feature and record.
4. After recordation, a GPS point and photo will be taken at the center of feature/site and a site boundary will be established of stone feature(s) or within the overall site location.

5. Once completion of recordation, all evidence of survey will be removed, i.e., pin flags, lath board corridor markers etc.

Article 6. Communications

All communications pursuant to or in connection with this Agreement shall be identified by the Agreement Number and shall be communicated as set forth below:

For the Owner

Commercial:

Cameco Corporation

 Crawford, NEB

Attn:
 Phone:
 Fax:
 E-Mail:

Technical:

Cameco Technical Support

 Crawford, NEB

Attn:
 Phone:
 Fax:
 E-Mail:

For the Contractor

Makoche Wowapi

Attn: Tim Mentz
 Phone:
 Cell: 701-301-1019
 E-Mail: timmentzsr@gmail.com

For the NRC Staff

Attn:
 Phone:
 Cell:
 E-Mail:

For the Oglala Sioux Tribe

Attn:
 Phone:
 Cell:
 E-Mail:

The Owner’s representatives as stated above, or their designee shall be the only individuals authorized to request Services under this Agreement.

Article 7. Compensation – To Be Determined by Makoche Wowapi Fee Schedule

The following reimbursement rates shall apply to the Services provided under this Agreement:

Daily per diem rate -	\$ _____ per day
Daily Lodging expenses	\$ _____ per night
Mileage Rate (current IRS Rate)	\$ _____ per mile

Cost per day per individual	\$ _____ per person
Cost per day per Crew	\$ _____ per crew
Cost per day for spiritual advisor(s)	\$ _____ per individuals
Cost for Historian interviews	\$ _____ per individual
Cost for Spiritual Assessment Report	\$ _____ TBD
Cost of preparing and submitting Final Report	\$ _____ TBD

The total authorized reimbursement due to the Contractor for Services provided under this Agreement shall not exceed \$ _____ without prior written approval.

Article 8. Payment Requirements

The Contractor shall submit to the Owner an invoice for the Services performed and expenses incurred.

- **Taxes**

The pricing does include all applicable taxes, duties and fees imposed by any taxing authority relative to this Agreement including sales/use taxes associated with the materials used and consumed by the Contractor in performance with the Services.

- **Invoices**

All invoices must reference the Agreement number and any work breakdown as may be required by the Owner. When performing time and material Services, the Contractor shall provide the name, classification, billing rate, and hours for everyone assigned to the project.

Remit invoices to the address below or email to *****

Accounts Payable

Crawford, NEB

- **Terms**

The Owner will provide a down-payment of \$ _____ upon acceptance of Agreement.

Contractor may submit invoices on a **bi-weekly** basis. The Owner will remit payment Net 10 days.

Article 9. Independent Contractor

The Contractor shall act as an independent contractor and not as the agent, employee, or co-venturer of the Owner in performing this Agreement, maintaining complete control over its employees and all its subcontractors. The Contractor shall be solely responsible for their employee’s wages, employment taxes and any benefits.

Article 10. Assignments

The Contractor and the Owner will not assign this Agreement without the written consent of the other party. Any assignment without written consent shall be void. The Contractor shall not retain other persons or companies to perform the Services without the written consent of the Owner.

Article 11. Laws and Regulations

The Contractor shall always comply with all applicable federal, state, and local codes, laws, ordinances, statutes, rules, or regulations including but not limited to minimum wages and overtime requirements, OSHA and MSHA.

This Agreement shall be subject to and governed in all respects, including issues of validity, interpretation, performance, and enforcement, by the laws of the state of Nebraska.

Article 12. Indemnity

The parties agree to defend, indemnify and hold harmless each other and their respective members, shareholders, directors, managers, partners, officers, employees, agents and contractors (the **Indemnified Parties**) from and against, and shall promptly reimburse each Indemnified Party with respect to any claim, demand or cause of action, including any actual loss, cost, expense, liability, fine or damage incurred or suffered by the Indemnified Party (including reasonable fees and expenses of attorneys, technical experts and expert witnesses, court costs and other out-of-pocket expenses) related to any bodily or personal injury, death or property damage resulting from any parties breach of this Agreement, any parties violation of any law, rule or regulation, including but not limited to IRS Code, FLSA, ERISA, Worker's Compensation, OSHA and MSHA or negligence or willful misconduct.

In the event any such loss, cost, expense, liability, fine or damage is caused by the concurrent default or negligence of any Indemnified Party, the Indemnified Party's violation of any law, rule or regulation or the failure of the Indemnified Party to perform its obligations under this Agreement, the other party shall be relieved of its obligation to indemnify the Indemnified Party to the extent such loss, cost, expense, liability, fine or damage was caused by such concurrent default or negligence, such failure to comply or such failure to perform.

Neither the coverage nor the limits of Insurance required by this Agreement shall in any way restrict the foregoing indemnity obligation.

Article 13. Insurance

The Contractor shall carry shall Contractor's Liability Insurance coverage for all employees and survey personnel in the state where Services are to be performed.

Article 14. Termination

Either party shall have the right to terminate this Agreement or any portion of this Agreement at any time by giving ten (10) business days written notice to the other party.

Article 15. Equal Opportunity and Affirmative Action Certification

The Contractor agrees to abide by and comply with the following statues, rules, orders, and regulations which are a part of this Agreement, and which are incorporated herein by reference.

- Executive Order 11246 issued September 24, 1965, as amended, and all rules, regulations, and orders issued thereto and as implemented in 41 CFR 60-1.40.
- 41 CFR 60-1.4 Equal Opportunity Clause.
- 41 CFR 60-1.8 Segregated Facilities.

- 41 CFR 60-250.4 and 250.5 Equal Opportunity – Special Disabled Veterans and Veterans of the Vietnam Era.
- 41 CFR 60-741.4 and 741.5 Equal Opportunity – Workers with Disabilities.
- 41 CFR 60-1.7 Reports and other Required Information.

Article 16. Confidentiality

Both during and after the performance of the Services, all information and advice furnished by either party to the other that is identified as confidential or proprietary shall be treated as confidential and shall not be disclosed to third parties without prior written approval of the other party. The Final Report shall be submitted to Nuclear Regulatory Commission and Cameco, OST-THPO and the Nebraska State Historical Preservation Office. Contractor shall provide the GIS shapefiles of cultural sites.

Article 17. Miscellaneous

Titles and captions used in this Agreement are for convenience only and shall not be used in the interpretation of any of the provisions of this Agreement.

In the event of an express conflict between the Agreement, or any other documents which are a part of the Agreement, the Contractor shall notify the Owner immediately and shall comply with Owner’s resolution of the conflict.

Article 18. Term of Agreement

This Agreement shall commence on _____, 2021 and expire on _____, 20____ unless terminated earlier.

Article 19. Entire Agreement

This Agreement and any attached appendices constitute the sole and entire agreement between the parties hereto and supersede any previous written or oral agreements. Any additional terms and conditions must be agreed to in writing by both parties.

Contractor

Makoche Wowapi

Owner

Cameco

Crawford, NEB

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____