

**GENERAL AGREEMENT
AGREEMENT NUMBER GPORE210001**

between the

**U. S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
INTERIOR REGIONS 8, 9, 10, AND 12**

and the

FEDERATED INDIANS OF GRATON RANCHERIA

for

General Agreement for Government-to-Government Partnership

This Agreement is entered into by and between the U.S. Department of the Interior, National Park Service (NPS), Interior Regions 8, 9, 10, and 12, which specifically includes the Point Reyes National Seashore and those sections of Marin County which are administrated by the Superintendent of Point Reyes National Seashore (Park), and the Federated Indians of Graton Rancheria (Tribe). Throughout this Agreement, the NPS and the Tribe may be jointly referred to as the “Parties.”

ARTICLE I – BACKGROUND AND OBJECTIVES

The Federated Indians of Graton Rancheria, a sovereign nation and a federally recognized Indian tribe, is comprised of Coast Miwok and Southern Pomo peoples, whose cultural and ancestral territories include Marin and Sonoma Counties. In 2000, Congress restored federal recognition to the Tribe, pursuant to the Graton Rancheria Restoration Act (Pub. L. 106-568, Title XIV, §1401, Dec. 27, 2000, 114 Stat. 2939 (Restoration Act)). The Tribe is a sovereign nation with inherent powers of self-government. The United States has a trust responsibility to the Tribe, and a government-to-government relationship with the Tribe.

On December 27, 2000, the Tribe, representing Coast Miwok and Southern Pomo Indians, regained tribal status under Public Law 106-568, the Omnibus Indian Advancement Act. The Tribe is the successor to the Federated Coast Miwok organization and is affiliated with the lands of Point Reyes National Seashore and those sections of Marin County which are administered by Superintendent of Point Reyes National Seashore. As the only federally recognized tribe affiliated with these lands, the Tribe has interests in resource management, education, interpretation, archaeology, ethnography, history, and other programs and studies related to their ancestral lands.

Legislation authorizing the establishment of Point Reyes National Seashore was enacted on September 13, 1962 (Public Law 87-657) for the purpose of preserving “a portion of the

diminishing seashore of the United States that remains undeveloped.” Today, this geologically unique peninsula encompasses more than 71,000 acres of beaches, coastal cliffs and headlands, marine terraces, coastal uplands, and forests and includes all tide and submerged lands to 0.25 miles offshore. The Superintendent of Point Reyes National Seashore administers an additional 15,000 acres of the North District of Golden Gate National Recreation Area, including all NPS lands north of Bolinas-Fairfax Road, under a regional directive for management. The lands currently under NPS management have been acquired tract by tract over time. Within the park boundary are two no-take state marine reserves, three special closure areas, and three state marine conservation areas. Marine boundaries are shared with the Greater Farallones National Marine Sanctuary, and Cordell Bank National Marine Sanctuary is situated further offshore.

The NPS Management Policies of August 31, 2006, acknowledge the unique relationship among NPS and American Indian tribes. They recognize that parks include the ancestral homelands of many tribes; that they protect and preserve resources and sites that are highly significant to the tribes; and they direct NPS to pursue an open, collaborative relationship with American Indian tribes to help them maintain their cultural and spiritual practices, to enhance our understanding of the history and significance of sites and resources in the parks, and to maintain a government-to-government relationship with federally recognized tribal governments.

In addition, multiple federal laws, executive orders, and departmental and agency policies require consultation and/or coordination with applicable Tribes including but not limited to:

- National Historic Preservation Act of 1966 (NHPA)
- National Environmental Policy Act of 1969
- American Indian Religious Freedom Act of 1978
- Archaeological Resources Protection Act of 1979 (ARPA)
- Native American Graves Protection and Repatriation Act of 1990 (NAGPRA)
- Executive Order 13175 (Consultation and Coordination with Indian Tribal Governments)
- Executive Order 13007 (Indian Sacred Sites)
- Department of the Interior Policy on Consultation with Indian Tribes, 512 Departmental Manual 4
- NPS Director’s Order 28 (Cultural Resources)
- Secretary of the Interior Order 3342 (Identifying Opportunities for Cooperative and Collaborative Partnerships with Federally Recognized Indian Tribes in the Management of Federal Lands and Resources)
- Secretary of the Interior Order 3399 (Department-Wide Approach to the Climate Crisis and Restoring Transparency and Integrity to the Decision-Making Process)

The purpose of this Agreement is to facilitate a government-to-government partnership between NPS and the Tribe. The Parties agree to work together in good faith to facilitate this partnership. This includes collaboration and consultation as partners in cultural and natural resource management activities, land use and management activities, archaeological research, interpretation and education projects, and in actions to support compliance with the aforementioned federal laws and policies.

This Agreement will meet these objectives by establishing objectives, policies, and procedures for the following:

- Schedule of meetings
- Access and use of Park resources
- Cultural resources stewardship
- Traditional Ecological Knowledge
- Interpretation, education, and community engagement
- Development of projects of mutual interest
- Emergency actions
- Confidentiality of information

ARTICLE II – LEGAL AUTHORITY

54 U.S.C. § 100101(a) authorizes the NPS to promote and regulate the use of the federal areas known as national parks, monuments, and reservations by such means and measures as conform to the fundamental purpose of the parks, monuments and reservations, which purpose is to conserve the scenery and natural and historic objects and wild-life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

Nothing in this Agreement shall be understood to preempt the Tribe's or NPS's responsibilities under regulation or law.

ARTICLE III – SCHEDULE OF MEETINGS

- A. In order to facilitate a government-to-government relationship which supports open communication, consultation and collaboration, the Parties will establish a meeting schedule. More frequent meetings may be appropriate to meet specific program/project needs. Such meetings will be scheduled separately as necessary and with the appropriate attendees from NPS and the Tribe for that specific program or project.
- B. Meetings may be conducted in any mutually agreeable location and/or format, including in-person, video conferencing or teleconferencing. The Parties will invite those meeting attendees as necessary for a specific program or project.

ARTICLE IV – ENGAGEMENT

Ongoing resource management operations, public programs, and strategic Park planning are of interest to the Tribe and the Park. The NPS therefore is committed to working in partnership and collaboration with the Tribe in areas of cultural stewardship, traditional ecological knowledge, education, research, revitalization of community and tradition, and the overall stewardship of Park lands and places. The partnership between the NPS and the Tribe in the management of Park lands is an essential strategy for the stewardship of these portions of the Tribe's ancestral territory and the heritage resources therein. The following items represent the domains in which the Parties intend to partner and focus on consultation, collaboration, and participation consistent with the objectives of this Agreement. Additional or supplementary agreement documents, such as a cooperative or task agreement for an individual project involving the transfer of NPS funds,

may be needed to support specific, individual projects or programs being implemented underneath these broad domains, and is subject to the availability of such funds.

A. Access and Use of Park Resources

1. Within the constraints of legal authority and its duty to protect Park resources, the NPS will partner with the Tribe to provide access to Park resources and places that are essential for the continuation of traditional cultural or religious practices.
2. There may be occasions when the NPS provides access to, and the use of, Park cultural and natural resources which would not ordinarily be available to members of the public. This could include use of vehicles for Tribal staff and members in areas where vehicles are not ordinarily permitted, access to cultural and natural resources for activities related to traditional and ceremonial uses, and NAGPRA related activities such as repatriation and reburial. The NPS will make best efforts to provide such access to and use of resources, subject to NPS law and policy.
3. Pursuant to 36 CFR 2.6, NPS may enter into a plant gathering agreement with the Tribe.
4. The NPS and the Tribe will consult on special use permits.

B. Cultural Resources Stewardship

1. The NPS will actively partner with the Tribe in activities related to the protection, planning, research, and stewardship of cultural resources associated within the Tribe's ancestral territory.
2. Where archeological or cultural monitoring is recommended as a condition of an undertaking due to concern over the potential to affect cultural resources associated with the Tribe, the Tribe will work directly with the NPS to participate in monitoring.
3. The NPS regularly conducts condition assessments on archeological sites and other cultural resources which are culturally affiliated with the Tribe. The NPS and the Tribe will partner and engage in these assessments and activities. The fiscal year reporting and Superintendent's certification from the Cultural Resources Information System will be shared annually with the Tribe.
4. The NPS and the Tribe will partner to designate Native American Traditional Cultural Properties eligible for listing in the National Register of Historic Places.

C. Traditional Ecological Knowledge

1. As the ancestral lands of the Tribe include the entirety of the Point Reyes National Seashore and the North District of Golden Gate National Recreation Area, the NPS acknowledges that the Tribe holds specialized knowledge stemming from their long history and experience with these lands and the resources therein. The NPS further acknowledges that such knowledge, broadly referred to as Traditional Ecological Knowledge (TEK), is critical for a comprehensive understanding of Park lands and resources and for the consideration of strategies to meet Park management objectives. Therefore, consultation and coordination is critical to ensure Tribal views and TEK are part of the management of Park lands and resources.
2. The health and vitality of the environment of Park lands and the plant and animal communities therein is of mutual interest to the Parties. To support the success of efforts to restore and support resiliency of NPS managed lands and resources, NPS will partner

and collaborate closely with the Tribe and use TEK in the identification and implementation of such undertakings, as appropriate between the Parties.

3. Tule Elk have been identified as a species of cultural significance to the Tribe. NPS and the Tribe through enhanced collaboration and partnership, will work to manage this species throughout the Park. It is the intent of the Parties to jointly undertake specific projects and programs related to the management of Tule Elk.
4. The ranch lease program within the Park and Park management over these leases is an area of importance to the Tribe and to the vitality and restoration of the Tribe's ancestral lands. Therefore, in accordance with the government-to-government partnership, consultation and coordination is critical to ensure Tribal views and TEK are part of the management of these ranching leases and lands.

D. Interpretation, Education, and Community Engagement

1. Consistent with management policies, the NPS will partner with the Tribe in the planning, development, presentation, and operation of Park interpretive programs and media.
2. Currently, interpretive media related to Coast Miwok history and culture within Point Reyes National Seashore and the North District of Golden Gate National Recreation Area is presented at the Bear Valley Visitor Center, Drakes Beach Visitor Center, Kule Loklo, Laird's Landing, and on the Park's webpage and social media. The NPS intends to partner with the Tribe to enhance/update existing interpretive programs and associated grounds and facilities and expand interpretation and education about Coast Miwok history and culture into other areas of the Park in order to convey a more rich and complex history.
3. The NPS will partner with the Tribe to enhance community engagement related to interpretation and education in the Park.

E. Development of Projects of Mutual Interest

1. Both Parties agree to collaborate in the preparation and review of project proposals of mutual interest that support the background and objectives of this General Agreement.
2. The NPS will review project proposals submitted by the Tribe and consider each project proposal in relation to needs and objectives of mutual interest and contingent upon the availability of funds.

ARTICLE V – EMERGENCY ACTIONS

Emergency actions are those actions deemed necessary by the Superintendent as an essential and immediate response to a disaster or emergency declared by the President, a tribal government, or the Governor of a State, or another immediate threat to life or property.

- A. The Superintendent will notify the Federated Indians of Graton Rancheria Tribal Heritage Preservation Officer (THPO) within 24 hours of the declared emergency or as soon as conditions permit.

- B. When an Incident Command Structure (ICS) has been put in place to manage an emergency, the THPO or other designated representative of the Tribe will be incorporated into the Incident Management Team.
- C. The NPS and the Tribe may collaborate on ICS training opportunities as needed.

ARTICLE VI – CONFIDENTIALITY OF INFORMATION

- A. Consultation, whether initiated by the Tribe or the NPS, will be respectful of tribal sovereignty. The Federal Advisory Committee Act does not apply to government-to-government consultation. Sensitive or confidential information is sometimes acquired during consultations and during other research, planning, and stewardship activities. Under certain circumstances and to the extent permitted by law, information about the specific location, character, nature, ownership, or acquisition of cultural resources on Park lands will be withheld from public disclosure.
- B. As a federal agency, the NPS is required to comply with the Freedom of Information Act (5 USC 552). In making its determination of whether to redact or withhold a record under the FOIA, where disclosure could result in a significant invasion of privacy or a risk of harm to a cultural resource, the NPS will consult all potentially applicable laws, including but not limited to the provisions of the Archaeological Resources Protection Act (16 USC 470hh); the National Parks Omnibus Management Act (54 USC 100707); the Native American Graves and Repatriation Act of 1990 (25 USC 3001-3013) and the National Historic Preservation Act (54 USC 307103). NPS will make every effort to redact and withhold all information that the Tribe has identified as confidential, private, or not to be disclosed and has provided to the NPS for the purpose of this Agreement. This includes, but is not limited to, information acquired during consultations, public meetings, and other research, planning, and stewardship activities, or in association with the acquisition of resources, including museum collections. Before these activities occur, or, as early as possible, the NPS staff and authorized researchers will make every effort to inform the Tribe that, while the information they provide will not be shared voluntarily, confidentiality cannot be guaranteed.
- C. The Tribe, as a sovereign nation, is not subject to the FOIA, nor to the California Public Records Act. The Tribe will identify for the NPS all information that it considers confidential or private or not to be disclosed.
- D. To the extent permitted by law, the NPS will withhold from public disclosure (1) information provided by individuals who wish the information to remain confidential, and (2) the identities of individuals who wish to remain anonymous and who are protected from release by exemption under the FOIA. In each instance the NPS will document its decision to disseminate or withhold sensitive or confidential information from public disclosure.
- E. To the extent permitted by law, the NPS will work with the Tribe to protect cultural resources and cultural resources information from being disclosed and disseminated.

- F. There may be occasions when the NPS provides confidential cultural resources location information to the Tribe that the NPS would not normally release to the public. The Tribe will comply with the laws governing security of such sensitive information by restricting access to only those Tribal members and staff, tribal consultants, and state and federal agencies with a legitimate need to access the information, and who understand and accept the need for keeping the information confidential and have stated in writing that they will be bound by the applicable laws. The legal authority to restrict certain cultural resources information is in the National Historic Preservation Act of 1966 and the Archaeological Resources Protection Act of 1979.

ARTICLE VII – TERM OF AGREEMENT

This Agreement will be effective for a period of twenty years from the date of final signature, unless it is terminated pursuant to Article IX.

ARTICLE VIII – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communication between the Parties and the work being performed. They are:

1. For NPS:

Regional Director, Interior Regions 8, 9, 10, and 12

Superintendent, Point Reyes National Seashore

2. For Tribe:

Chair, Federated Indians of Graton Rancheria Tribal Council

- B. Communications – The Parties shall address any communications regarding this Agreement to the Key Officials.
- C. Changes in Key Officials – No Party may make any permanent change in a key official without written notice to the other Parties. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE IX – MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by both Parties.
- B. It is the intent of the Parties to address any concerns or disputes that may arise under this Agreement on an informal basis. In the event a concern or dispute may arise with respect to any provision of this Agreement, a Party may request a timely meeting of the other Party's representatives by providing written notice to the Superintendent, and the Tribal Council Chair. The Superintendent and the Tribal Council Chair and/or Vice-Chair, and designated

NPS staff and THPO, will meet to try to resolve the dispute. If the dispute remains unresolved, the Regional Director of the NPS and the Tribal Council will meet to resolve the dispute.

- C. Any Party may terminate their partnership in this Agreement by providing the other Party with 30 days advance written notice. In the event that one Party provides notice of its intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and try to resolve their differences, pursuant to Section B of this Article.

ARTICLE XIII – AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreements on the date(s) set forth below.

FOR FEDERATED INDIANS OF GRATON RANCHERIA



Greg Sarris
Chair


08/09/2021
Date

FOR THE NATIONAL PARK SERVICE

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Date: 2021.08.09
15:04:33 -07'00'

Cindy Orlando
Acting Regional Director, Interior Regions 8, 9, 10, and 12

Date



Craig Kenkel
Superintendent, Point Reyes National Seashore

8/9/21
Date