

Memorandum of Understanding  
between the  
United States Department of Interior  
Bureau of Land Management  
and the  
Amah Mutsun Land Trust

This Agreement is entered into by and between the Amah Mutsun Land Trust and the United States of America, U.S. Department of the Interior, Bureau of Land Management, and through the Field Manager, Central Coast Field Office.

ARTICLE I: BACKGROUND

The [Bureau of Land Management \(BLM\)](#) manages fifteen million acres of public lands in California and over one-half million acres of Native American tribal land where BLM has trust responsibility for mineral operations. The BLM's mission is to sustain the health and productivity of the public lands for the use and enjoyment of present and future generations. The BLM accomplishes this multiple-use mandate by managing such activities as outdoor recreation, livestock grazing, mineral development, and energy production, and by conserving natural, historical, cultural, and other resources on public lands.

BLM Policy requires awareness, sensitivity, and respect for the traditions, cultural values, and beliefs of Native Americans who have ancestral ties to BLM managed lands, and encourages productive partnerships collaborating with federal, state, tribal, local governments and non-profit organizations to work toward common sustainable land management goals. BLM cooperates with partners to extend the benefits of natural and cultural resource conservation, preservation, and protection.

BLM shall work in collaboration with Tribes, tribal communities, tribal organizations, and traditional practitioners to identify, inventory, monitor, and when needed restore, and enhance traditionally important biological resources and opportunities for BLM-tribal partnerships to incorporate tribal traditional resource and environmental management practices to restore, enhance and promote ecosystem health for today and future generations.

Native American traditional practitioners affiliated with over two hundred federally and non-federally recognized Tribes rely on public lands managed by the BLM and other public land management agencies to help sustain their traditions and meet their cultural needs. Furthermore, BLM acknowledges that traditional Native gathering and management practices in these lands are sustainable, benefit the health of the land, and are part of BLM's multiple use mandates. BLM is entrusted to ensure that practitioners have access to plant and fungal materials, and these materials are managed in a manner that promotes ecosystem health and utilizes traditional management practices where appropriate.

The [Amah Mutsun Tribal Band \(AMTB\)](#), a Native American California Indian Tribe, comprises the contemporary descendants of the indigenous peoples that have existed for over 10,000 years in the landscapes from Año Nuevo in the north, along the ridgelines and west slope of the Santa Cruz Mountains to the Pacific Ocean and Monterey Bay, south to the Salinas River and inland to include the Pajaro and San Benito watersheds.

## ARTICLE II: OBJECTIVES

Managing cultural resources in BLM is viewed as an integrated system of identifying and evaluating cultural resources, deciding on their appropriate uses, and administering them accordingly. One of the primary objectives of this integrated management system is to recognize the potential public and scientific uses of, and the values attributed to, cultural resources on the public lands, and to manage the lands and cultural resources so that these uses and values are not diminished, but rather are maintained and enhanced.

It is the BLM's intent to contribute to land use planning and the multiple use management of the public lands in ways that make optimum use of the thousands of years of land use history inherent in traditional resource and environmental management (TREM) and cultural resource information. BLM will evaluate Traditional Cultural Properties (TCPs), cultural landscapes, and archeological sites within the Coast Dairies Management Area where California's first people conducted their traditional cultural ceremonies and practices for generations.

The AMTB acknowledges that the Cotoni Tribe occupied the lands in and around the BLM Coast Dairies Management Area prior to European contact and settlement and people from the Cotoni Tribe were taken to Mission Santa Cruz. Based on the current ethnohistorical understanding, people of the Cotoni Tribe were Awaswas speakers, as were many Tribal groups in the area. Present day AMTB members are decedents of native people that were forcibly taken from their tribal communities to Mission San Juan Bautista and Mission Santa Cruz.

The AMTB is qualified to participate in programs related to cultural and natural resource management for the following reasons: a) they are recognized as a Native American Tribe by the State of California; b) AMTB members demonstrate ancestral and familial ties to Awaswas speakers of the Central Coast region of California; and c) the AMTB is currently engaged in a program of cultural revitalization that prioritizes education and training in traditional landscape management practices.

The [Amah Mutsun Land Trust \(AMLT\)](#), established by and for the Amah Mutsun Tribal Band in 2012, created a Native American land trust to: a) care for lands within their traditional tribal territory; b) revitalize traditional landscape stewardship practices that have become dormant since European colonization; and c) educate and involve the public in land stewardship. The AMLT is fostered with organizational support from [Sempervirens Fund](#) and financial assistance from the [Christensen Fund](#) and the [Kalliopeia Foundation](#).

The AMLT enters into this Memorandum of Understanding (MOU) with the BLM Central Coast Field Office to facilitate the preservation and continuity of local Native heritage. This MOU provides assurances that the traditional ceremonies and cultural practices of the AMTB will continue within its traditional territory. Furthermore this MOU fosters the perpetuation of Traditional Ecological Knowledge (TEK) and TREM through activities that include landscape and ethnobiological resource stewardship by AMTB members and AMLT affiliates as well as education, interpretation, research, and the sharing of AMTB cultural practices with tribal members and members of the public.

This MOU reinforces that AMTB members are encouraged to engage in their traditional ceremonial activities, environmental resources stewardship, and resource gathering practices on public lands and to share elements of their traditions, culture and history with visitors as appropriate. The involvement of



AMTB members and the AMLT in the protection and preservation of shared public resources stimulates increased education opportunities and community involvement.

BLM and AMLT desire to build upon their new partnership in managing important natural resources of Coast Dairies Management Area; and to cooperate with one another for mutual tangible and intangible benefits of cultural exchange, ultimately for the general benefit of present and future generations.

This MOU shall in no way preclude consultation with other California Indian people or affect BLMs option to enter into similar MOUs with other California Indian groups.

### ARTICLE III: DEFINITIONS

**Culturally Utilized Plants** – As used in this MOU, includes a variety of flora, such as mosses, fungi, and vascular non-timber plants including, but not limited to, sedge, willow, hazel, and thimbleberry. Also refer to “Traditional Ethnobiological Resources” definition below.

**Native Traditional Practitioners** – AMTB members approved by the tribe who are well versed in the usual and customary values, observances, ceremonies, management, practices, and other traditional actions related to AMTB’s identity as a Native American tribe. This term is derived from the American Indian Religious Freedom Act that supports native traditional cultural beliefs and practices and identifies those individuals that could be members of recognized or non-recognized Tribes or tribal communities.

**Personal or Non-Commercial Use** – The type and level of plant gathering usage that applies to an individual AMTB or AMLT member. If use results in making baskets or other traditional cultural items that might be available for later sale at Tribal gatherings or events, this would still be considered personal use. Commercial use is described as collecting plants for sale to an entity for further processing and resale.

**Sacred Site** – As defined by [Executive Order 13007](#), Section 1(b)(iii), any specific, discrete, narrowly delineated location on Federal land that is identified by an Indian tribe, or individual determined to be an appropriately authoritative representative of an Indian religion, as sacred by virtue of its established religious significance to, or ceremonial use by, an Indian religion; provided that the tribe or appropriately authoritative representative of an Indian religion has informed the agency of the existence of such a site.

**Tradition** – As defined in [BLM Manual 8120 Tribal Consultation under Cultural Resource Authorities](#), the longstanding, socially conveyed, customary patterns of thought, cultural expression, and behavior, such as religious beliefs and practices, social customs, and land or resource uses. Traditions are shared generally within a social and/or cultural group and span generations.

**Traditional Cultural Properties (TCPs)** – As defined in [National Register Bulletin No.38](#), a TCP is property that “is eligible for inclusion in the National Register because of its association with cultural practices or beliefs of a living community that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community.”

**Traditional Ecological Knowledge (TEK)** – As defined by the [Society for Ecological Restoration](#), TEK refers to “the knowledge, innovations and practices of indigenous and local communities around the

world...from experience gained over the centuries and adapted to the local culture and environment...transmitted orally from generation to generation” recorded in “the form of stories, songs, folklore, proverbs, cultural values, beliefs, rituals, community laws, local language, and agricultural practices, including the development of plant species and animal breeds. “

Traditional Ethnobiological Resources – As used in this MOU, includes a variety of flora and fauna used for food, medicine, ceremonies, crafting, and construction by Native California tribes.

Traditional Management Techniques – Methods used by the people within traditional California Indian societies for resource or environmental management that may include, but are not limited to, burning, pruning, sustainable harvesting, and/or coppicing.

Traditional Resource Environmental Management (TREM) – The “application of traditional ecological knowledge to maintain or enhance the abundance, diversity, and/or availability of natural resources or ecosystems” (as defined by Fowler and Lepofsky (2011:186) from “Traditional Resource and Environmental Management” in *Ethnobotany*).

#### ARTICLE IV: AUTHORITY

This MOU is implemented under the following authorities (in alphabetical order):

[American Indian Religious Freedom Act \(1978\)](#)

[Bureau of Land Management California - United States Forest Service Region 5 Interagency Traditional Gathering Policy \(2006\)](#)

[Endangered Species Act \(1973\)](#)

[Executive Order 12898 \(1994\)](#)

[Executive Order 13007 \(1996\)](#)

[Executive Order 13175 \(2000\)](#)

[Federal Land Policy and Management Act \(1976\)](#)

[National Environmental Policy Act \(1969\)](#)

[National Historic Preservation Act \(1966\)](#)

[Noxious Weed Act \(1975\)](#)

[Plant Protection Act \(2000\)](#)

[Religious Freedom Restoration Act \(1993\)](#)

#### ARTICLE V: STATEMENT OF WORK

A. BLM agrees to:

1. Provide AMLT members, including AMTB members and AMLT staff and affiliates, access to the Coast Dairies Management Area to foster traditional practices, research, and educational opportunities.
2. Provide public interpretation and education concerning natural and cultural resources of Coast Dairies Management Area, with a focus on the BLM mission and implications regarding the human condition from a scientific and educational perspective.

3. Consult as appropriate with AMLT, respecting AMTB's perspectives and beliefs concerning its traditional cultural practices, spiritual beliefs, oral histories, and efforts to regain traditional tribal knowledge that was lost as a result of the Mission system, subsequent Mexican rule and American colonialism.

4. Permit the collection of plant materials on Coast Dairies Management Area. Plant materials collection shall be limited to:

a. traditional ethnobiological resources required for conduct of traditional practices including, but not limited to, use for traditional foods, medicines, ceremonies, crafts, and construction;

b. collections for scientific research;

c. collections for and about education or interpretation of the natural and cultural resources at Coast Dairies Management Area.

5. Collaborate with AMLT ecological, archeological, and historical research that will help BLM guide management planning of the Coast Dairies Management Area.

6. Provide volunteer expense and/or mileage reimbursement to AMLT members as appropriate.

B. AMLT agrees to:

1. Work in cooperation with the BLM Central Coast Field Office to better manage the Coast Dairies Management Area through development and revitalization of TREM practices, scientific and historical research, and educational-cultural learning exchange opportunities.

2. Provide public interpretation and education in cooperation with the BLM Central Coast Field Office concerning natural and cultural resources of Coast Dairies Management Area, with a focus on AMTB values and their implications regarding the human condition from a scientific and educational perspective.

3. Consult as appropriate with BLM to provide the AMTB's perspectives and beliefs concerning its TREM, traditional cultural practices, spiritual beliefs, oral histories, and efforts to regain traditional knowledge that was lost as a result of the European colonization via the Mission system, subsequent Mexican rule and American settlement.

C. BLM and AMLT mutually agree to:

1. Meet regularly – biannually at a minimum – in order to further goals stated in this MOU.

2. Share research and monitoring results of AMLT management practices and BLM management practices, including archeological, historical, genealogical, and environmental information.

3. Abide by the confidentiality requirements of relevant laws and regulations with respect to determinations concerning and handling of proprietary data (e.g., inclusive of archeological site

location information, medicinal plants management, etc.) and any other statutes, regulations, or directives concerning restricted access to records or information in any form.

4. With respect to any information provided or shared by AMTB, it may request in writing to an approved Point of Contact (POC; refer to Article VIII, Part A) that such information be treated as confidential and so long as the request is not inconsistent with existing laws said request shall be honored.

5. Attempt through good faith efforts to resolve any conflicts which may occur prior to issuing any Notice of Termination for this MOU.

6. Work to secure funding for management, research, interpretation, education, and the revitalization of traditional native practices on the Coast Dairies Management Area.

7. Participate in the implementation of this MOU relative to each organization's respective financial resources that are obligated or committed to the Coast Dairies Management Area.

#### ARTICLE VI: TERM OF AGREEMENT

This MOU shall remain in effect for a term of five years from the date of the last signature, unless terminated at an earlier date in accordance with Article IX.

#### ARTICLE VII: COMMUNICATION

##### A. Point of Contact (POC) Representatives

Point of Contact (POC) Representatives between BLM and AMLT are essential to ensure maximum coordination and communication between parties for the MOU to succeed. BLM and AMLT will address any communication regarding this MOU to at least one of the POCs designated below (Article V, Part A, Numbers 1 and 2). The following list of names and titles will serve as administrative POCs with respect to this MOU:

##### 1. BLM:

Mr. Rick Cooper, Field Manager  
940 2<sup>nd</sup> Avenue  
Marina, CA 93933-6009  
(831) 582-2210

Mr. Michael Powers, Natural Resources Specialist  
(831) 582-2223

Mr. Erik Zaborsky, Archeologist  
(831) 582-2230

2. AMLT:

Mr. Valentin Lopez, President  
78 Sunshine Drive  
Galt, CA 95632  
(916) 743-5833

Mr. Paul Mondragon, Vice-President  
1152 Divisadero Street  
Pacific Grove, CA 93950  
(831) 915-5989

Mr. Rick Flores, Traditional Resource Management Specialist  
University of California, Santa Cruz  
Environmental Studies Department and Arboretum  
1156 High Street  
Santa Cruz, CA 95064  
(831) 252-3650

Dr. Rob Q. Cuthrell, Director of Archaeological Resource Management  
University of California, Berkeley  
Archaeological Research Facility  
2251 College Building  
Berkeley, CA 95064  
(919) 357-2615

B. Changes to POC List

Neither BLM nor the AMLT may make any permanent changes to the Points of Contact list without at least a 15-day written notice to the other party in advance of the proposed change. The written notice will include a brief justification with sufficient detail to allow evaluation of potential impact(s) such a change may affect the scope of tasks specified within this MOU.

ARTICLE VIII: LIABILITY

A. Responsibility

Each party shall be responsible for any damage or injury to persons or property, to the extent caused by the negligence or willful misconduct of its employees or agents while they are carrying out activities on land owned by the other party pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

B. Tort Claims

In cases where BLM staff is allegedly at fault, BLM agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee or



agent of the United States while acting within the scope of his or her employment, arising out of this Agreement.

#### ARTICLE IX: REPORTING

AMLT will provide an annual report including the description and evaluation of activities and work accomplished in association with this MOU (e.g., successes, failures, suggestions for improvements, etc.) by March 1 of the following calendar year to the BLM POCs identified in Article VIII, Part A of this MOU. The evaluation will include descriptive information of activities (including TREM, research, education, and outreach) and recommendations for future activities or management.

#### ARTICLE X: PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by BLM will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use.

#### ARTICLE XI: MOU MODIFICATION AND TERMINATION

##### A. Modification

This MOU may be modified only with the written instrument executed by the parties.

##### B. Termination

Either party may terminate this MOU by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet within fifteen (15) days to discuss the reasons for the notice and to try to resolve their differences.

#### ARTICLE XII: STANDARD CLAUSES

##### A. Promotions/Endorsements

The AMLT and/or AMTB shall not publicize, endorse, or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau or Government employee endorsement of a product, service or position which the AMLT and/or AMTB represents. No release of information by AMLT and/or AMTB relating to this Agreement may state or imply that the Government approves of the AMLT and/or AMTB work product, or considers their work to be superior to other services.

##### B. Public Information Release



1. The AMLT and/or AMTB will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

2. The AMLT and/or AMTB will obtain prior BLM approval for any published public information release that refers to the Department of the Interior, any Interior employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the designated BLM Public Affairs Officer (PAO) along with the request for approval.

### C. Civil Rights

The parties shall abide by the provisions of Executive Order 11246, as amended, shall be in compliance with the requirement of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §200D elm. (1994 & Supp. 1 1995)); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394,29 U.S.C. §794 (1994), as amended), the Age Discrimination Act of 1975 as amended (89 Stat. 728; 42 U.S.C. §6101 ,et seq. (1994)) and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex, in employment and in providing of facilities and services to the public.

### D. Consultation with other Tribes

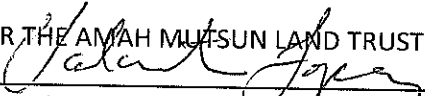
Nothing in this MOU shall preclude the BLM from consulting or communicating with other Native American California Indian tribes or individuals with regards to the management of the Coast Dairies Management Area, including federally-recognized Tribes. This MOU is only designed to provide the AMLT with optimum access to the Coast Dairies Management Area to promote the values set forth in Articles I, II, and V of this MOU, but not to preclude such access for other Native American individuals or communities.

### ARTICLE XIII: SIGNATURES

IN WITNESS WHERE OF; the parties hereto have executed this Agreement on the date(s) set forth below:

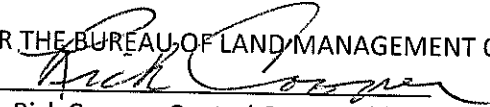
FOR THE AMAH MUTSUN LAND TRUST

X

  
Mr. Valentin Lopez, Chairman Amah Mutsun Tribal Band

FOR THE BUREAU OF LAND MANAGEMENT CENTRAL COAST FIELD OFFICE

X

  
Mr. Rick Cooper, Central Coast Field Manager

ON THIS DATE OF

X

5/25/2016

## Appendix 1: AMLT Staff

### Board of Directors

Valentin Lopez, President  
Chair, Amah Mutsun Tribal Band

Paul Mondragon, Vice-President  
Vice-Chair, Amah Mutsun Tribal Band

Reed Holderman  
Principal, Slippery Rock Consulting

Jim Keller  
Director of Land Conservation and Land Initiatives, Amah Mutsun Tribal Band

Ed Ketchum  
Tribal Historian and Tribal Council Member, Amah Mutsun Tribal Band

Kent Lightfoot, Ph.D.  
Professor, Dept. of Anthropology, University California, Berkeley

Jeff Pace  
Director of Operations and Finance, The Christensen Fund

Bianca Pineida  
Tribal Member, Amah Mutsun Tribal Band

### Technical Advisor

M. Kat Anderson, Ph.D.  
Ethnoecologist, USDA-NRCS

### Research Associates

Rob Cuthrell, Ph.D.  
Director of Archaeological Resource Management

Rick Flores  
Traditional Resource Management Specialist

Nicole Heller, Ph.D.  
Climate Adaptation Scientist, Terrestrial Biodiversity and Climate Change Collaborative, Pepperwood Foundation

Sara Reid, M.S.  
Tribal Ethnobotanist