

GENERAL AGREEMENT
Between
Lassen Volcanic National Park
And
Mooretown Rancheria

Whereas, The National Park Service (NPS) recognizes the past and present traditional cultural affiliation of the Maidu Tribe of Mooretown Rancheria (hereafter referred to as **TRIBE**) with Lassen Volcanic National Park (**PARK**) and use of its resources; and

Whereas, The National Park Service seeks to build positive and productive relationships between the **PARK** and the **TRIBE** through the establishment and maintenance of Government to Government relationships in accordance with the President's Directive to Federal Agencies (F.R. vol. 59, No. 85; Wednesday, May 4 1994); and

Whereas, The National Park Service recognizes its responsibilities under Executive Orders Nos. 12875 ("Enhancing the Intergovernmental Partnership") and 12866 ("Regulating Planning and Review") to design solutions and tailor Federal programs, in appropriate circumstances, to address the specific or unique needs of tribal communities; and

Whereas, The **PARK** recognizes the constitutional religious rights of the **TRIBE** as reiterated and reinforced by the American Indian Freedom Act of 1978 (AIRFA, P.L. 95-341); and

Whereas, The **PARK** realizes its responsibility under various laws and agency policies, National Historic Preservation Act, as amended (16 U.S.C. 470), the American Indian Religious Freedom Act (P.L. 95-341), Executive Order (130007), and NPS Management Policies to consult with American Indian peoples who are culturally and historically affiliated with **PARK** lands and resources, regarding the importance of traditional sites and access to places and resources of importance to Indian religious practices; and

Whereas, The **PARK** in its role as the Federal steward of national park lands and resources, recognize the need to protect and preserve natural and cultural resources for the enjoyment of future generations; and

Whereas, The **PARK** recognizes the **TRIBE**'s interest in preserving and protecting their respective cultural and religious traditions which involves, but is not limited to, the gathering of culturally appropriate quantities of plants on **PARK** lands; and

Whereas, The **PARK** and **TRIBE** both recognize the **PARK**'S responsibilities and obligations to protect natural and cultural resources under provisions of the National Park Service Organic Act (P.L. 64-235, 16 U.S.C. 1, 39 Stat 535), the Archeological Resources Protection Act (P.L. 96-95; 16 U.S.C. 470aa, 93 Stat 712), The Endangered Species Act (P.L. 93-205, 87 Stat 884, 16 U.S.C. 136, as amended), the National Historic Preservation Act, as amended (P.L. 89-665, 80 Stat 915-919, 16 U.S.C. 470 as amended); and various NPS management policies; and

Whereas, The **PARK** recognizes its responsibilities under the Native American Graves

Protection and Repatriation Act of 1990 (P.L. 101-601; 25 U.S.C. 3001-3013) (NAGPRA) to consult with Indian tribes on issues related to the culturally appropriate means of treating NAGPRA defined objects and remains, and the related use of plant materials from park lands; and

Whereas, it is the intent of the PARK and TRIBE of this agreement to avoid any unnecessary disturbance or damage to park protected natural and cultural resources, and to work cooperatively to allow access to culturally and religiously important sites and to allow the gathering of plant materials in a manner that allows and fosters the sustainability of these resources.

NOW, THEREFORE: The PARK and TRIBE agree that the following procedures will be adhered to for the purpose of ensuring tribal member access to areas in the PARK that have cultural and religious significance, and to create a management climate for the PARK within which the TRIBE can decide for themselves to continue (or not to continue) the gathering of culturally appropriate amounts of plants in the PARK for the purpose of engaging in, maintaining, or transmitting to younger generations their own cultural/religious practices and beliefs.

Definitions

For the purposes of this General Agreement the following definitions shall apply:

1. **TRIBE:** As used in this document this term refers only to the following tribe: The Maidu Tribe of Mooretown Rancheria.
2. **PARK:** As used in this document this term refers only to the following national park unit: Lassen Volcanic National Park.
3. **Tribal Government:** The government of the recognized tribe referred to as TRIBE.
4. **Tribal Government Representative:** The individual or individuals designated by the TRIBE that are party to this agreement to act of behalf of their respective tribal government.
5. **Park Representative:** The individual or individuals designated by the National Park Service to act for the PARK as parties to this agreement.
6. **Culturally Appropriate Amount:** This phrase refers to those amounts of plants which are used for personal, family, or community use to engage in traditional, cultural or religious activities. Commercial use of these materials is excluded from this definition.
7. **Collecting:** The hand gathering of plants and materials by traditional means.

Section I

Members of the TRIBE

The PARK agrees to allow the collection of limited quantities of plants and plant material, by authorized members of the TRIBE under the following stipulations:

1. General Limitation on the Amount of Materials Collected:

Collection of resources is limited to traditionally appropriate amounts of plants for personal, family, or community use. The amount of materials collected, individually or totally, shall not affect the sustainability of existing ecological relationships in those areas in which collection takes place.

2. Individuals Authorized to Collect in PARK:

Under the terms of this agreement, only tribal members of the TRIBE who are signatory to this agreement are authorized to collect or gather plants within the PARK.

3. Size of Gathering Groups:

The TRIBE agrees to adhere to existing policies of the PARK pertaining to park visitor group size in any particular area within the PARK. Special arrangements may be negotiated with the PARK to allow for the visitation of larger groups under special circumstances.

4. Authorized Collection Areas:

TRIBE will have access to all areas of the PARK for the purpose of collection of plants. However, collection shall take place in a manner that will avoid, whenever possible, being within sight of other visitors to the PARK. As a result of the joint monitoring process (described elsewhere in this document), or as a result of other administrative or resource management decisions, areas may be determined to be temporarily closed or otherwise restricted from gathering due to the condition of the resource. In all cases, the TRIBE will be consulted before areas are restricted or closed.

5. Plant Materials Not Available for Gathering.

In accordance with the PARK mission as elaborated in the Organic Act and the Endangered Species Act, plants and plant parts unavailable for gathering by the TRIBE shall be those whose status is listed as "sensitive," "threatened," or "endangered" as determined by the PARK. Additionally, those plant species requiring conservative measures may also be unavailable for gathering. The TRIBE shall be made aware by the PARK of any plants or plant parts unavailable for gathering.

6. Limitations on Use of Materials Collected:

The use of all gathered material is limited to non-commercial, traditional use. The term "non-commercial" is not meant to preclude traditional aspects of exchange activity between tribal members or between members of different American Indian tribes. "Traditional" in this sense refers to a type of small scale exchange of plant materials, which may take place between tribal members for religious, medicinal, or other customary purposes.

Section II

Notification

1. TRIBE that is party to this agreement will issue individual authorizations to tribal members who wish to collect or gather plants and in the PARK. Such authorizations and a tribal enrollment card will be presented to the designated park representative when a tribal member wishes to enter the PARK for the purpose of gathering.

1 Park representatives will design a form to be used for this purpose. The NPS will make these forms available to all tribal offices. At a minimum the form will consist of a tribal authorization section, and a preliminary means of recording, to the extent practicable, plants to be collected, estimate quantity of collection, and an identification of the areas where the collection will take place. These records will be used solely as an aid to implement the joint monitoring activities to be undertaken by the PARK and the TRIBE.

2. The PARK agrees to promptly notify the TRIBE of any special restrictions, considerations, or changes related to collection activities resulting from the monitoring activities or from any special park management considerations.

3. The PARK agrees to provide the TRIBE with the name of principle park representatives with the responsibility for administering the provisions of this agreement. Signatory TRIBE shall each provide the PARK with the name of principle representatives to serve as primary contacts to facilitate the implementation of this agreement.

4. The TRIBE shall promptly notify the PARK regarding any special requests or concerns related to collection activities.

Section III

Joint Monitoring of Impacts from Collection Activities

1. The PARK has a mandated responsibility to determine any potential impacts resulting from approved actions within National Park Service lands. Under this agreement any impacts resulting from tribal gathering will be determined through a park monitoring program. It is the intent of this agreement that the PARK and the TRIBE enter into a resource protection partnership to jointly accomplish these monitoring activities and to determine any special resource management needs, if any, that result from resource gathering. The details and conditions of this partnership are to be determined in consultation with the TRIBE.

2. The TRIBE agrees to provide volunteers to work with the PARK to complete monitoring

work. Monitoring work will be accomplished in such a manner as to educate PARK staff in uses for gathered materials as well as tribal gathering customs, in addition to impacts of gathering on targeted species.

Section IV

Confidentiality

Information shared with the PARK by the TRIBE or by individual tribal members, related to gathering activities, shall be considered sensitive and confidential. As such the PARK shall protect such information from public disclosure to the maximum extent practicable under law and regulation.

Section V

Dispute Resolution

1. Should any party dispute any actions taken under the provisions of this agreement said party shall promptly notify by phone or in writing all parties to this agreement of this dispute.
2. It is agreed between all parties that should disputes occur between the parties to this agreement, an attempt will be made to resolve a dispute in an informal manner, emphasizing personal, face-to-face discussions and mutual interests.
3. After notification of a potential dispute, a meeting between the designated representatives of the TRIBE and the PARK shall be convened as soon as possible but no later than 30 calendar days following receipt of the notification of the potential dispute. These individuals shall attempt to resolve the dispute at this initial stage.
4. In the event that the dispute cannot be resolved a second meeting will be convened between the PARK superintendent, or his/her designated representative, and the Tribal Chairperson, or designated representatives as soon as possible but not later than 30 calendar days.

Section VI

Term and Amendment

1. The PARK and the TRIBE agree that this General Agreement is a "living" document and may require changes or alterations to meet new or changing circumstances.
2. This General Agreement shall remain in effect for a term of five (5) years and may be amended only with the written consent of all parties hereto at the time of such amendment.
3. Any signatory party may terminate their participation in this General Agreement upon 30 days written notice to the other signatories.

VII

Multiple Counterparts

This document may be executed in multiple counterparts, and when taken together, shall be deemed as one instrument.

LASSEN VOLCANIC NATIONAL PARK

By:



Date: 9/20/99

Title: Superintendent, Lassen Volcanic National Park

MOORETOWN RANCHERIA

By:



Date: 9-20-99

Title: Tribal Chairperson