

**MEMORANDUM OF UNDERSTANDING BETWEEN
PIT RIVER TRIBE OF CALIFORNIA
AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

Section 1. Purpose

This Memorandum of Understanding (MOU) is made and entered into effective (Insert Date), between the Pit River Tribe (Tribe) and the California Department of Transportation (Department), hereinafter collectively the Parties, for the following purposes:

- A. To establish a protocol for clear, open, and ongoing communication between the Tribe and the Department.
- B. To establish, ensure, and maintain a cooperative Government to Government relationship on Departmental and Tribal projects as those projects impact State highways on and within lands held in trust by the Bureau of Indian Affairs (BIA) on behalf of the Tribe (hereinafter Trust Lands).
- C. As part of a cooperative Government to Government relationship, to establish, ensure, and maintain an information sharing relationship on Departmental and Tribal projects as those projects impact prehistoric, archeological, cultural, spiritual and ceremonial sites (hereinafter Tribal Sites) on and within the Tribe's Ancestral Territory as that Territory is delineated on the attached map to this MOU (hereinafter Ancestral Territory).

Section 2. Department Projects and Activities

- A. The Department agrees to consult with the Tribe on State highway project development and construction activities that directly impact Trust Lands from initiation through completion.
- B. The Department shall consult with, and provide an opportunity for, the Tribe to be involved in developing planning documents, including, but not limited to, District System Management Plans, Transportation Concept Reports, Project Initiation Documents, and State highway Operation and Protection Plans, and project activity status as they directly pertain to, or impact Ancestral Territories.
- C. The Department will consult with the Tribe as appropriate and/or mandated by Federal and State laws and regulations for the protection of Pit River Tribal Sites.
- D. The Tribe agrees to provide timely responsive information; reviews and notification to the Department regarding all proposed Department supplied and noticed planning documents and project activities.
- E. The Department shall work with the Tribe to help foster a cooperative relationship between the Tribe and the appropriate Regional Transportation Planning Agency (RTPA) or Metropolitan Planning Organization (MPO).

Section 3. Tribal Projects and Activities

- A. The Tribe agrees to consult with the Department on any Tribal project that may impact the State transportation system.
- B. Pursuant to both Federal and State law, the Department is required to review all planning and proposed development activity that has the potential to impact State transportation facilities or resources under the Department's jurisdiction and to then recommend conditions of project approval that eliminate or reduce those impacts. The Department will review Tribal planning and proposed development activity through Intergovernmental Review (IGR), California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and/or the Tribal Environmental Impact Report processes as applicable.
- C. The Department agrees to provide timely responsive information; review and notification to the Tribe regarding all proposed Tribal supplied and noticed planning documents and project activities.

Section 4. Contact Information

- A. The Department may delegate a Deputy District Director and one or more alternate(s) responsible for maintaining a cooperative relationship with the Tribe and their designated representatives.
- B. The Pit River Tribal Government and Cultural Representatives shall designate one or more Tribal representative(s) responsible for maintaining a continuous working relationship with the Department.
- C. A listing of key Tribal and Department contacts for the various program duties specified in this MOU is attached.

Section 5. Preservation of Rights

- A. By signing this MOU, each Party declares a policy of mutual cooperation. This MOU does not affect the existing rights, interests, obligations, duties, or commitments of the Parties in lands, properties, and related issues concerning projects or activities within each Party's jurisdictional limits. This MOU is neither an enforceable binding contract nor a funding encumbrance for actual projects. If necessary, agreements separate from this MOU will address the rights, interests, obligation, duties or commitments of each Party on specific projects.
- B. The Parties agree, to the greatest extent possible, to attempt to resolve issues, concerns, or disputes between them in a manner that facilitates the objectives of each Party.

Section 6. Authorized Delegates and Duration of MOU

The individual delegated to oversee this MOU cooperative Government to Government relationship for the Department, is the District Director. The responsible individual for the Tribe is the Tribal Chairperson.

This MOU shall remain in effect until terminated by a thirty (30) day advance written notice directed to either Party. This MOU can be revised and modified as necessary by mutual consent by both Parties through the issuance of a written amendment, signed and dated by both Parties.

DATE: Jan. 3, 2006



Brian F. Crane
State of California
Department of Transportation
District 2 Director

DATE: January 3, 2006



Jessica Jim
Tribal Chairperson
Pit River Tribe of California