

Memorandum of Understanding
between
the Mechoopda Indian Tribe of Chico Rancheria (Tribe)
and
Chico State Enterprises (CSE)

- A. Chico State Enterprises (“CSE”), an auxiliary of California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria (“Tribe”) (collectively the “Parties” and individually, a “Party”) enter into this Memorandum of Understanding (MOU) to (i) establish clear, open and ongoing communication between the Parties, including regarding access, use or activities on CSE lands; (ii) acknowledge the traditional territory of the Tribe, the cultural resources and culturally significant areas that are within the CSE administered lands; (iii) routinely transmit CSE policy and program recommendations, actions, and information having potential effects on the CSE administered lands to the Tribe in a timely manner; (iv) transmit the Tribe’s policy and project recommendations or other information to the CSE in a timely manner; and (v) through Tribal Consultation, ensure the Tribe’s recommendations and comments are considered;
- B. CSE administered lands includes the Big Chico Creek Ecological Reserve (“BCCER”)The BCCER is a seven thousand, eight hundred thirty-five (7,835) acre site located ten (10) miles north of Chico that includes approximately four (4) miles of Big Chico Creek and drainages of Mud Creek and Sycamore Creek (Appendix A).
- C. In keeping with provisions of the “*Memorandum of Agreement Regarding Guiding Principles for CSU, Chico Consultation with the Mechoopda Indian Tribe of Chico Rancheria*” (Appendix C) and consistent with applicable authorities, statutes, and regulations, this MOU affirms the working relationship of the Parties by focusing commitments to foster agreement among the Parties and to facilitate coordinated compliance with applicable law for the protection and treatment of cultural resources potentially impacted or found in conjunction with the development or use of CSE administered lands.
- D. The primary purpose of this MOU is to facilitate communication, collaboration and consultation between the Parties as early as possible in the decision-making process to allow meaningful input into the development of programs, projects, plans, property decisions, use and/or activities that may impact cultural resources within CSE administered lands.
- E. The Tribe and CSE wish to establish lines of communication to develop a process regarding traditional tribal practices, including, but not limited to; TEK (traditional ecology knowledge) activities, gathering, hunting and fishing, which may be conducted within CSE administered lands to further cultural stewardship.
 - a. CSE and Tribe will consult on the development of a Tribal hunting program, to the greatest extent feasible, through meaningful consultation, in compliance with all applicable laws, ru(including, but not limited to, Appendix D & E and state and federal hunting regulations), and within the mission and vision of the CSE and its ecological reserve.
- F. The Tribe and CSE understand and will comply with all laws, rules, regulations, policies, procedures, and easements (including, but not limited to, Appendix D and E) that apply to the CSE administered lands. CSE will post CSE administered lands schedule of closed days thirty (30) days prior to hunting days via ecological reserves website.

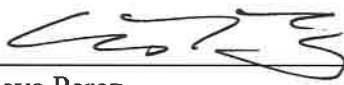
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- a. Nothing in this MOU shall be a waiver of or limitation of any of the Tribe's rights in law, in equity, or otherwise under CEQA, Section 106 of the NHPA nor its sovereign rights as a federally recognized Indian Tribe participating in government-to-government consultation with a government agency on a project. Notwithstanding the foregoing, nothing in this MOU is intended to make any laws or regulations applicable where such laws would otherwise be inapplicable to the Tribe.
- G. CSE and the Tribe will establish a process for the Tribe to provide consultation on projects and support project proposals as appropriate that take place on or around the BCCER. This will include, but not be limited to, consultation on the BCCER outdoor K-12 education program cultural curriculum.
- H. The Tribe will be invited to participate in any current or future CSE advisory committees related to the CSE administered lands as appropriate.
- I. In order to successfully avoid, minimize or mitigate against impacts to cultural resources, the Parties agree to follow the procedures set forth in the "*Memorandum of Understanding Regarding Guiding Principles for CSU, Chico Consultation with the Mechoopda Indian Tribe of Chico Rancheria*" (Appendix C) and as follows:
 - a. In the event of an emergency, including but not limited to, underground leaks or anything that prohibits critical CSE functions, that requires a ground disturbance in order to repair in areas that are previously undisturbed or not known to have been disturbed, the CSE appointee will make a reasonable effort under the circumstances to notify Mechoopda's THPO of the ground disturbance due to the emergency.
 - a. THPO has 30 minutes to respond. No response is an agreement response to move forward with the ground disturbance.
 - b. THPO responds and is on-site within 30 minutes of notification of ground disturbance to monitor.
 - b. CSE shall promote avoidance and non-disturbance measures as the preferred treatment of cultural resources where feasible.
 - c. CSE agrees to allow the Tribe to designate tribal monitor(s) to monitor archaeological studies, excavations, and ground disturbing activities on the areas of potential effect as required by state and federal regulation or as otherwise agreed upon between the Parties.
 - d. The Parties agree that if additional sites or artifacts not in current records are discovered the CSE will immediately contact the Tribe to determine if additional mitigation measures are necessary to treat cultural artifacts in a culturally appropriate manner consistent with applicable law for mitigation of impacts to cultural resources and in accordance with this MOU.

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- J. In any of the _____ above cases, if an artifact or human remains are found, the CSE will follow the procedures as outlined in the California Code of Regulations section 15064.5 unless otherwise agreed between the Parties. The Parties shall cooperate with each other towards the successful and timely treatment and disposition of human remains, artifacts and other cultural materials. The Tribe shall be provided with an opportunity for religious ceremonies pursuant to the American Indian Religious Freedom Act (42 U.S.C. §1996-1996a) and Executive Order 13007 prior to the removal and reburial of human remains, artifacts and other cultural materials.
- K. The CSE will consult with the Tribe on visits to archeological sites for the purpose of study or interaction with the land.
- L. In connection with this MOU, each Party recognizes that certain confidential information relating to the other party has been or may be furnished to such Party. The parties also recognize that CSE, as an auxiliary of California State University, Chico, may be subject to certain records disclosure obligations, including under the McKee Act (Cal. Ed. Code § 89913), et seq. Unless otherwise required by law, including under the McKee Act or other disclosure obligation, the site of any location of or reburial of cultural resources and all other information marked by the furnishing party as confidential shall remain confidential.
- M. Each party will be responsible for any and all liability, loss, expense, attorneys' fee or claims for injury or damages caused by the negligence of its officers, agents, and employees occurring in the performance of this MOU. Each party will procure insurance or programs of self-insurance in amounts sufficient to meet the indemnification obligations of this MOU.
- N. The signatures of the representatives on the dates indicated below that Chico State Enterprise and the Mechoopda Indian Tribe of Chico Rancheria do formally endorse and accept this Memorandum of Understanding and agree to review the MOU every five years from the date signed unless earlier terminated by either party, which termination shall take effect 30 days from the date written notice is provided to the other party.





Steve Perez,
Chico State Enterprises
Board of Directors, President

Date: 6-23-2023



Dennis Ramirez, Chairman
Mechoopda Indian Tribe of Chico Rancheria

Date: 06/25/2023