MEMORANDUM OF UNDERSTANDING REGARDING GUIDING PRINCIPLES FOR CSU, CHICO CONSULTATION WITH THE MECHOOPDA INDIAN TRIBE OF CHICO RANCHERIA

Whereas California State University, Chico’s Strategic Plan for the Future and Campus Master Plan 2005 call for the recognition and celebration of community values and the University’s historic context,

Whereas the Mechoopda Indian Tribe of Chico Rancheria traditional lands encompass the California State University, Chico campus and Agricultural Teaching and Research Center,

Whereas the Mechoopda Indian Tribe of Chico Rancheria was not terminated within the provisions of the Act of August 18, 1958, P.L. 85-671, 72 Stat. 619, as amended August 11, 1964, P.L. 88-419, 78 Stat. 390 (California Rancheria Act), and is a federally recognized Indian Tribe as confirmed by the January 6, 1992 judgment in Scotts Valley Band of the Pomo Indians of Sugar Bowl Rancheria v. United States of America, Civil Case C-86-3660-VRW (Scott’s Valley Judgment), and duly reorganized under the Act of June 18, 1934, 48 Stat. 984, as amended (the Indian Reorganization Act),

Whereas the Mechoopda Tribal Council is the duly authorized body of the Tribe, empowered to make tribal policy and carry out tribal business,

Whereas the Mechoopda Indian Tribe of Chico Rancheria is a federally recognized tribe whose members are honored and respected first peoples of this land,

Whereas the California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria seek to consult and work cooperatively to protect, preserve, and manage cultural resources that may be identified on campus lands,
Whereas the California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria are mutually committed to honoring each other's sovereignty, respecting each other's rights of self-governance, and recognizing the deeply held interests of the Mechoopda Indian Tribe of Chico Rancheria in the lands and operations of the University,

Whereas the California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria are committed to working with each other on a professional basis, and consulting before taking actions or making decisions that affect the University, the Tribe, or their interests,

Be it resolved that the California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria seek to work directly and effectively with each other, and practice open, candid, respectful, timely, and effective communication in a cooperative process that works toward agreement, before a decision is made or an action is taken affecting the University, the Tribe, or their interests, and,

Be it also resolved that the California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria shall consult to assess the impact of plans, projects, programs, and activities of the University on the Mechoopda Indian Tribe of Chico Rancheria, to assure that both parties' rights and concerns are considered,

Be it also resolved that the California State University, Chico, and the Mechoopda Indian Tribe of Chico Rancheria shall consult on the development and abide by the terms of a cultural resource plan, with the goal of completing such plan within twelve months of executing this Memorandum of Understanding whose purpose will be to specify actions to be taken to protect, preserve, and manage cultural resources that may be identified on campus lands, including but not limited to, meaningful consultation around ground disturbance (defined in appendix A),
Be it also resolved that the California State University, Chico, shall encourage contractors, management partners, and auxiliaries of the University to follow these guiding principles, and,

Therefore, be it resolved by the signatures of the representatives on the dates indicated below that California State University, Chico and the Mechoopda Indian Tribe of Chico Rancheria do formally endorse and accept this Memorandum of Understanding and agree to review the MOU every three 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.

California State University, Chico

Dennis Ramirez, Tribal Chairman
Mechoopda Indian Tribe of Chico Rancheria

Date: 9/19/18

Gayle E. Hutchinson, President
California State University, Chico

Date: 9/19/18

Debra Larson, Provost and Vice President for Academic Affairs
California State University, Chico

Date: 9/19/18

Sandra M. Knight, Vice Chairperson
Mechoopda Indian Tribe of Chico Rancheria

Date: 9/19/18
Milton Lang, Vice President for Student Affairs
California State University, Chico
Date: 9/19/18

Roberta Lewis, Secretary
Mechoopda Indian Tribe of Chico Rancheria
Date: 9/19/18

Jeni Kitchell, Interim CFO & Associate Vice President for Business and Finance
California State University, Chico
Date: 9/19/18

Robyn Forristel, Treasurer
Mechoopda Indian Tribe of Chico Rancheria
Date: 9/19/18

Paulita Hopper, Member at Large
Mechoopda Indian Tribe of Chico Rancheria
Date: 9-19-18

Kyle McHenry, Member at Large
Mechoopda Indian Tribe of Chico Rancheria
Date: 9-19-18
Ground Disturbance
Moving of dirt or rocks with heavy equipment or hand tools.

The Executive Director of Facilities Management and Services (FMS) and the Director of Tribal Relations will coordinate ground disturbances with the Mechoopda Indian Tribe and appropriate campus units (i.e., University Housing, Associated Students, etc.) by the following processes:

1. The University building permit for campus projects will include a section on ground disturbance and Mechoopda notification.
   a. If the project triggers the need for the California Environmental Quality Act (CEQA) process, then FMS will follow the required notification and vetting procedures which include notification to the Tribal Relations Department (TRD).
   b. If a project includes ground disturbance but does not initiate the CEQA process, the project is sent to the TRD for review. Within five business days, TRD, in consultation with Mechoopda’s Tribal Historic Preservation Officer (THPO), determines the significance of the ground disturbance.
      i. If monitoring is deemed necessary, Mechoopda will provide the monitor and the project proceeds.
      ii. If the ground disturbance is considered insignificant. No action is needed and the project proceeds.

2. Routine maintenance is excluded from the ground disturbance process. Routine maintenance includes any activity that involves disturbing of soil in an area previously disturbed through the installation of infrastructure such as underground pipe, conduit, concrete footing, or replacement of existing plants and trees.

3. In the event of an emergency, including but not limited to, underground leaks or anything that prohibits critical campus functions, that requires a ground disturbance in order to repair in areas that are previously undisturbed or not known to have been disturbed, the University 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.

4. In any of the above cases, if an artifact or human remains are found the University will follow the procedures as outlined in the California Code of Regulations section 15064.5.

5. In a life-threatening event, safety will be the priority and appropriate action will be immediate. The ground disturbance notification process will follow.

6. Contact information for Ground Disturbance:
   Facilities Management and Services  
   Michael Guzzi, Executive Director  
   530-898-4336  
   maguzzi@csuchico.edu  
   Tribal Relations Department  
   Rachel McBride-Praetorius, Director  
   530-898-6241  
   rmcbride@csuchico.edu

7. Tribal Relations Department in collaboration with Facilities Management and Services will provide education and information to campus departments, programs and external partners around the MOU and Ground Disturbance process.