

**INTERIM CO-MANAGEMENT AGREEMENT BETWEEN THE FEDERATED  
INDIANS OF GRATON RANCHERIA AND THE COUNTY OF SONOMA  
FOR TOLAY LAKE REGIONAL PARK**

This Interim Co-Management Agreement for the Tolay Lake Regional Park (this “Interim Agreement”), is made effective \_\_\_\_\_ (“Effective Date”) by and between the County of Sonoma by and through the Sonoma County Regional Parks Department (“Regional Parks”) and the Federated Indians of Graton Rancheria (“Tribe”) (collectively “the Parties”).

**RECITALS**

**WHEREAS**, the Federated Indians of Graton Rancheria is a federally-recognized Indian Tribe who are descendants of the Coast Miwok and Southern Pomo Indians of Marin and Sonoma Counties; and

**WHEREAS**, the Sonoma County Regional Parks Department is a division of the County of Sonoma which owns and operates the Tolay Lake Regional Park; which includes 3,429 acres of land located off Cannon Lane via Lakeville Road near Petaluma, California. Tolay Lake Regional Park is managed by and through Regional Parks; and

**WHEREAS**, the Tribe and Regional Parks have been working together since 2005 to develop protocols and procedures to protect cultural and tribal cultural resources and to promote awareness of the unique Native American tribal history associated with Tolay Lake Regional Park; and

**WHEREAS**, in April 2008, Regional Parks submitted the cultural resources study completed by LSA Associates to the State Historic Preservation Officer (“SHPO”) for review and comment, following earlier review and comment by the Tribe. This report documented several stages for identifying historic properties at Tolay Lake Regional Park. The report identified twenty-eight (28) prehistoric and historical cultural resources within the Area of Potential Effect (“APE”), twenty-one (21) of which are eligible for the National Register of Historic Places (“NRHP”). Combined, the identified cultural resources contribute to the proposed Tolay Valley Historic District, a group of related prehistoric and historical sites, buildings, and structures, which is defined by its common historical associations and geographical location, and which is eligible for inclusion, but not yet listed in the NRHP. The LSA report provides program-level recommendations to identify, evaluate, and mitigate potential adverse effects to historic properties in the APE, some or all of which may be carried forward in the Historic Property Treatment Plan (“HPTP”) and Implementing Memorandum of Agreement (“MOA”) required under Section 106 of the National Historic Preservation Act (“NHPA”). In a letter dated July 30, 2008, the SHPO concurred with Regional Parks’ determinations (presented in LSA’s cultural resources study) pursuant to 36 CFR §800, and agreed with the recommendation to develop a HPTP and MOA for the Park Master Plan before individual projects or improvements are implemented; and

**WHEREAS**, the 2010 Memorandum of Understanding Tolay Lake Regional Park Interim Plan between Regional Parks and the Tribe (“2010 MOU”) formalized interim protocols regarding

communication and procedures for tribal monitoring and treatment of cultural resources within Tolay Park; and contemplated the development of the HPTP and implementing MOA; and

**WHEREAS**, the 2010 MOU remains valid pending the development and execution of the HPTP and implementing MOA, which will supersede the 2010 MOU; and

**WHEREAS**, the HPTP and implementing MOA were not developed for the Master Plan. As the lead agency, Regional Parks, will develop and implement the HPTP and implementing MOA. The HPTP and Implementing MOA will be completed in coordination with Tribe and the SHPO; and

**WHEREAS**, the 2011 Memorandum of Agreement For The Tolay Lake Regional Park Master Plan and Environmental Review Process Between the County of Sonoma and the Federated Indians of Graton Rancheria (“2011 MOA”), the County of Sonoma (“County”), as the lead agency, and the Tribe established a cooperating agency relationship, wherein the Parties agreed to work cooperatively to prepare a Master Plan and environmental review documents for Tolay Lake Regional Park; and

**WHEREAS**, the Master Plan and environmental documents were presented to the Sonoma County Planning Commission on August 16, 2018 and were approved by the Board of Supervisors on October 9, 2018; and

**WHEREAS**, on October 9, 2018, the Tribe and Sonoma County agreed to amend the 2011 MOA to extend the 2011 MOA to October 9, 2019 in order to develop a Co-Management Agreement; and

**WHEREAS**, the Tribe and Regional Parks agree that the development of a comprehensive co-management agreement will take significant time and resources; and

**WHEREAS**, the Tribe and Regional Parks wish to enter into a co-management agreement on an interim basis for Tolay Lake Regional Park; and

**WHEREAS**, a future co-management agreement will be developed by the Parties to establish the protocols and procedures for co-management; to include the purposes set forth in this interim co-management agreement, and to include but not be limited to: protection and preservation of cultural resources, roles and responsibilities, joint management opportunities, shared stewardship, record sharing, mutual cooperation, tribal monitoring, archaeological investigations, if necessary, and treatment of cultural resources within Tolay Lake Regional Park; and

**WHEREAS**, the Parties agree that co-management is an on-going, deliberative process to achieve the goals of the Master Plan and is in keeping with the Tribe’s past, present and future traditions and practices for protection and preservation of cultural resources, repatriation and restoration; and

**WHEREAS**, the mission of Regional Parks includes the preservation of irreplaceable natural and cultural resources and offering opportunities for recreation and education to enhance the quality of life and well-being of residents and visitors to Sonoma County.

**NOW THEREFORE**, the Parties agree as follows:

## **AGREEMENT**

### **I. PURPOSE**

The purpose of this Interim Agreement is to: (i) develop a co-management agreement by and between the Tribe and Regional Parks for Tolay Lake Regional Park; (ii) provide for Regional Parks, as the lead agency, to develop and implement the HPTP and implementing MOA in coordination with Tribe and the SHPO; (iii) protect and preserve historic sites, tribal cultural resources, sacred sites, and natural resources in Tolay Lake Regional Park through environmental and cultural protection, site stewardship, and education and interpretation; and (iv) designate staff and resources to implement the purposes identified in this Interim Agreement.

### **II. TERM AND AMENDMENT**

A. This Interim Agreement begins with the Effective Date and shall remain in full force and effect until October 8, 2022. This Interim Agreement shall not be extended beyond October 8, 2024, without the Parties' written approval.

B. This Interim Agreement may be amended upon the agreement of the Parties. Said amendments shall be in writing and approved in the same manner as this Interim Agreement.

### **III. MULTIPLE AGREEMENTS**

The Parties acknowledge and agree that the 2010 MOU remains a valid and enforceable MOU between the Parties. Should any provision of this interim co-management agreement conflict with the 2010 MOU, the conflicting provision of this Interim Agreement controls.

### **IV. DESIGNATED CONTACTS**

A. The Tribe's Historic Preservation Officer ("THPO") is the designated contact for all ground disturbing activities at Tolay Lake Regional Park. The Tribe's Vice-Chair is the designated tribal contact for all other communications. Regional Parks' Park Manager is the designated contact for all ground disturbing activities at Tolay Lake Regional Park. The Regional Parks' Director is the designated contact for all other communications.

B. The Regional Parks' Park Manager will provide the THPO with a monthly calendar of all Tolay Lake Regional Park activities on the 25<sup>th</sup> day of the month preceding each month for which the calendar is to be provided. Said monthly calendar will not be limited solely to ground disturbing activities and will include maintenance tasks, public events and other known activities by lessees and neighbors that occur at or near Tolay Lake Regional Park.

## **V. CULTURAL RESOURCE PROTECTION AND PRESERVATION**

### **A. Cultural Resources Management Plan:**

The Parties agree that during the term of this Interim Agreement, a cultural resources management plan will be developed and adopted. The cultural resources management plan may include, but not be limited to, conducting appropriate levels and types of identification, evaluation, documentation, and treatment of cultural resources; compliance with legal and regulatory requirements; full integration into the co-management plan and decision-making process; and setting realistic goals, work priorities, schedules, and standards for measuring accomplishments.

### **B. Monitoring:**

The Parties agree to develop and implement standard operating procedures for tribal cultural monitoring and site stewardship. In the interim, the Parties will comply with the monitoring procedures identified in the 2010 MOU. Consistent with Section VII, cultural monitoring and repatriation shall comply with California Public Resources Code §5097.98 and all other applicable state and federal laws.

### **C. Confidentiality:**

1. The Parties agree to coordinate on reviewing and responding to any requests for records made under the California Public Records Act or a similar statute.
2. The Parties agree that documents that are in the administrative or deliberative stages of review will not be retained in the ordinary course of business and will not be released except as required by a court of competent jurisdiction.
3. The Parties agree to keep confidential and to protect from public disclosure any and all documents and information received pursuant to the Interim Agreement, including but not limited to records of Native American graves, cemeteries, sacred places, features, and objects, records of Native American archaeological site information, and e-mail correspondence between the Parties, prior to determination by a court of competent jurisdiction of the suitability of the documents for public review or release pursuant to the California Public Records Act and other applicable state and federal laws.

## **VI. REPATRIATION**

The highest priority of the Parties is to repatriate all cultural items removed from their original location from Tolay Lake Regional Park. The Tribe shall serve as the lead entity for all repatriation activities. Any repatriation will occur at the sole direction of the Tribe, consistent with the Master Plan and notice to Regional Parks. Repatriation will occur privately pursuant to tribal custom, tradition and practice.

## **VII. NATIONAL REGISTER OF HISTORIC PLACES**

The Parties agree to coordinate on the development of nominations for the tribal cultural property designation and other pertinent nominations to the National Register of Historic Places. The Tribe and Regional Parks agree that pursuant to the 2010 MOU the HPTP and Implementing MOA are required under Section 106 of the National Historic Preservation Act and as contemplated by the SHPO in its July 30, 2008 letter to Regional Parks. As the lead agency, Regional Parks, will develop and implement the HPTP and implementing MOA. The HPTP and Implementing MOA will be completed in coordination with Tribe and the SHPO.

## **VIII. ADMINISTRATION**

A. This Interim Agreement is not intended to, nor does it create any rights, benefits or trust responsibilities, substantive or procedural, enforceable at law or equity, by a party against either party or its operating divisions, its officers, or any person. Nor should the Parties construe this Interim Agreement to create any private right to judicial review involving compliance or noncompliance with the terms to this Agreement.

B. If a disagreement develops between the Parties, the contacts identified in Section IV of this Interim Agreement shall attempt to resolve the disagreement in good faith. If the contacts are unable to reach a satisfactory solution, they shall refer the matter to the signatories identified below for a meeting or conference call to attempt to reach a solution.

## **IX. NOTICES**

A. Notices required under this Interim Agreement shall be provided in writing as follows:

For Tribe:      Lorelle Ross  
                    Vice Chairperson  
                    Federated Indians of Graton Rancheria  
                    6400 Redwood Drive, Suite 300  
                    Rohnert Park, CA 94928  
                    (707) 566-2288

For County:      Bert Whitaker  
                    Director  
                    Sonoma County Regional Parks  
                    2300 County Center Dr., Suite 120A  
                    Santa Rosa, CA 95403  
                    (707) 565-2041  
                    (707) 579-8247 (FAX)

APPROVED:

FEDERATED INDIANS OF GRATON RANCHERIA	COUNTY OF SONOMA
By: Greg Sarris, Chairman	By: David Rabbitt, Chair Sonoma County Board of Supervisors
Date	Date

APPROVED AS TO FORM:

FEDERATED INDIANS OF GRATON RANCHERIA	COUNTY OF SONOMA
Maureen H. Geary Attorney for the Tribe	Bruce D. Goldstein County Counsel
Date	Date