Caleen Sisk-Franco  
Tribal and Spiritual Leader  
Winnemem Wintu Tribe  
14840 Bear Mountain Road  
Redding, CA 96003  

Dear Ms. Sisk-Franco:

I am pleased to share with you this fully executed Memorandum of Understanding between the Winnemem Wintu Tribe and the USDA Forest Service, Shasta-Trinity National Forest. It is my wish that this document will facilitate future collaboration between the Winnemem Wintu and the Shasta-Trinity National Forest.

District Ranger Mike Hupp will take the lead in scheduling the first quarterly meeting to discuss planned, soon-to-be implemented and on-going activities on the Districts and other issues of interest to the Tribe. Ranger Hupp can be reached at (530) 926-9600.

Sincerely,

[Signature]

J. SHARON HEYWOOD  
Forest Supervisor

cc: Michael D Hupp, Kristy Cottini
MEMORANDUM OF UNDERSTANDING
between
USDA FOREST SERVICE,
The Shasta-Trinity National Forest
and
THE WINNEMEM WINTU TRIBE

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the USDA Forest Service, Shasta-Trinity National Forest, hereinafter referred to as “the Forest Service,” and the Winnemem Wintu Tribe, hereinafter referred to as “the Tribe.”

A. PURPOSE:

THE PURPOSE of this agreement is to provide a framework for cooperation, communication, and consultation between the Forest Service and the Tribe to improve the long standing relationship between the Forest Service and the Tribe, and to identify areas where increased cooperation between the Forest Service and the Tribe would enhance their mutual interests. The parties further agree that these interests, which are primarily concerned with the conservation and protection of natural, cultural, and historically significant resources, are located in the traditional homelands and use areas of the Tribe that are managed by the Forest Service as portions of the National Recreation Area – Shasta Lake Unit (NRA-SLU) and Shasta-McCloud Management Unit (SMMU). This cooperation serves the mutual interest of the parties.

Legal authorities that guide this relationship include, but are not limited to, the National Historic Preservation Act, American Indian Religious Freedom Act, Native American Grave Repatriation Act, the National Environmental Policy Act and the National Forest Management Act. Based upon the collective effect of these statutes, the parties seek to maintain an open and collaborative relationship and to consult with one another on matters of mutual interest.

B. DEFINITION AND LOCATION OF WINNEMEM WINTU TRIBE:

Winnemem means “middle water” in Wintu and refers to the McCloud River. The Winnemem Wintu Tribe is comprised of individuals who are descended from the peoples who have resided from pre-contact time to the mid-20th century. Historically they are from Mt. Shasta in Siskiyou county where the McCloud River begins and in and around the McCloud River watershed in Shasta and Siskiyou counties, California, and includes relatives and descendents of those who were forcibly removed from the watershed by the Central Valley Act Public Law 77-198 (55 Stat 612). The
Winnemem are one of several bands of Wintu but they are the only band associated with the McCloud River. They have also been known as the Northern Wintoon, Baird Indians, McCloud River Indians, and Northern Wintun. The tribe is recognized as such by the state of California (SB 18, as amended, Burton, “Traditional Tribal Cultural Places”).

Irrespective of their federal status, the Tribe has established the *Winnemem Wintu Organization*, a qualified 501(c)3 non-profit organization as a legal entity based in Redding, California and incorporated in 1992 for the purpose of protecting tribal sacred lands and holding title to real property. The *Winnemem Wintu Organization* holds property interests in sacred sites not on National Forest System (NFS) lands. These lands are adjacent to, contiguous with, or relate to sites on NFS lands or relate to the management of adjacent NFS lands.

**C. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Tribe's objectives are to preserve, protect and continue traditional cultural, aboriginal and historical tribal rights, practices, places and resources to continue and improve access to those rights and resources that are now on NFS Lands and to use those resources for cultural and ceremonial use. The Tribe seeks to develop and maintain a favorable atmosphere for the continuation of their practices and cultural activities to reduce conflicting use and to increase cooperation between the Tribe and the Forest Service.

The Forest Service's interests and responsibilities include:
- Facilitation of efforts to protect natural and cultural resources, including traditional cultural properties that lie on NFS lands within the Shasta-Trinity National Forest, as appropriate.
- To learn and respect the history and ongoing use of the Winnemem people as it occurred on their ancestral home that is now part of the National Forest System.
- Facilitation of efforts to provide access to and use of traditional areas and resources by traditional practitioners.

Both parties recognize the value of a mutual cooperative relationship and are committed to finding ways to resolve problems and find solutions for any disagreements - past, present or future.

The parties agree as follows:

**D: THE FOREST SERVICE SHALL:**

1. The Forest Supervisor shall designate the NRA - SLU and SMMU District Rangers as the liaisons to the Tribe to consult and work with the Tribe regarding day-to-day operations and relationships, including projects, programs, and policies that may affect the Tribe.
2. District Rangers shall meet quarterly or more often if needed, with the Tribe to discuss planned, soon-to-be implemented and on-going activities on their respective Districts.

3. Quarterly meetings will also be a forum for discussion of other issues of interest to both parties. Discussion topics will include but are not limited to, the procedures and status of eligibility determinations for potential Traditional Cultural Properties (TCPs), management and protection of culturally important sites, specific means to enhance communications, methods to ensure meaningful consultation, access to areas of traditional gathering, and opportunities for the Tribe to participate in funded research and related cultural preservation activities on the Forest that enhance the conservation of cultural properties including sacred sites and Tribal ethnographic and ethnobotanical interests.

4. Engage the Tribe as needed to provide advice on projects during planning and/or implementation.

5. Provide staff assistance where needed to implement agreed upon projects.

6. Make all heritage records, maps, artifacts and historic documents pertaining to the Tribe available to the Tribe provided this act is consistent with the purposes the MOU and applicable Federal, state, and local laws and regulations.

7. Consistent with applicable Federal, state, and local laws and regulations and within the historic territory of the Tribe, give the Tribe prior notification of any archaeological excavations. The Forest Service will include a Tribal advisor on these excavations. The Forest Service will never knowingly disturb a known grave site without full consultation, and always contact the Tribe in case an unknown grave site is inadvertently disturbed or discovered.

8. The Forest Service will inform its personnel about the Tribe and their resources. Forest Service personnel who come into contact with the Tribe or whose work impacts the Tribe’s interests will be trained in this regard.

E: THE TRIBE SHALL:

1. Provide that membership and governance of the Tribe is determined solely by the Tribal and Spiritual Leader, Caleen Sisk-Franco, or her designated successor. All questions regarding the Tribe, its governance, legal obligations, membership and territory, and traditional use of sacred sites by tribal members will be referred to Ms. Sisk-Franco (or her designated representative.).

2. Designate a person to be an active liaison with the Forest Service, who is authorized to speak for the Tribe and represent the Tribe for purposes of carrying out this Agreement.
3. Cooperate and collaborate with the Forest Service on the mutually agreed upon meetings, information gathering, projects, plans, problem solving and dispute resolution.

4. Propose any plans or projects which may assist the Forest Service in carrying out its legal obligations and the terms of this memorandum.

5. Make every reasonable effort to respond in a timely manner to notices and requests by the Forest or indicate what response can be expected and when.

6. Actively work with the Forest Service in identifying, nominating and protecting the sacred sites, cultural resources, and TCPs on NFS lands. Provide the Forest Service with lists, inventories, and/or maps of sites, along with information about natural resources on the Forest that have ethnobotanical, archeological, cultural, or ceremonial values - except where disclosure of such information is deemed by the Tribal and Spiritual Leader as too culturally sensitive to reveal.

7. Identify and propose projects which support events and cultural preservation activities pertinent to Tribal interests and enhance the partnership with the Forest Service in maintaining Tribal cultural resources.

8. Provide assurance that existing Forest Service rules and policies and all state and federal laws will be enforced by the Tribe and its law enforcement personnel while Tribal members and their guests are on or using NFS lands.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **DISPUTE RESOLUTION.** The parties understand that from time to time there will be disagreements and that every reasonable effort will be made to reach resolution at the Ranger District level. Issues will be raised to the Supervisor’s Office and then the Regional Office only after the parties have exhausted all reasonable efforts to reach resolution at the lower levels of the organization.

2. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552), unless otherwise privileged.

3. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Tribe from participating in similar activities with other public or private agencies, organizations, and individuals.

4. **COMMENCEMENT/EXPIRATION/TERMINATION.** This instrument is executed as of the date of the last signature and is effective for five years. At the end of five years it will expire unless extended.

5. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
6. **PRINCIPAL CONTACT.** The principal contacts for this instrument are:

<table>
<thead>
<tr>
<th>Forest Service Contact: SMMU</th>
<th>Principal Tribal Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael D. Hupp</td>
<td>Mark Franco</td>
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<tr>
<td>District Ranger</td>
<td>Headman</td>
</tr>
<tr>
<td>204 West Alma, Mt. Shasta, CA 96067</td>
<td>14840 Bear Mountain Road, Redding, CA 96003</td>
</tr>
<tr>
<td>Phone: (530) 926-9600</td>
<td>Phone: (530) 275-2737</td>
</tr>
<tr>
<td>Cell Phone: (530) 925-1600</td>
<td>Cell Phone: (530) 510-0944</td>
</tr>
<tr>
<td>FAX: (530) 926-5120</td>
<td>FAX: (530) 275-4193</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:mhupp@fs.fed.us">mhupp@fs.fed.us</a></td>
<td>E-Mail: <a href="mailto:winnemem@msn.com">winnemem@msn.com</a></td>
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<tr>
<th>Forest Service Contact: NRA – SLU</th>
<th>Tribal Alternate Contact</th>
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<tbody>
<tr>
<td>Kristy Cottini</td>
<td>Gary Mulcahy</td>
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<tr>
<td>District Ranger</td>
<td>Emissary/Government Liaison</td>
</tr>
<tr>
<td>14225 Holiday Redding, Mt. Gate, CA 96003</td>
<td>14840 Bear Mountain Road, Redding, CA 96003</td>
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<tr>
<td>Phone: (530) 242-5500</td>
<td>Phone: 916-991-7985</td>
</tr>
<tr>
<td>Cell Phone: (530) 227-4335</td>
<td>Cell Phone: 916-214-8493</td>
</tr>
<tr>
<td>FAX: (530) 275-1512</td>
<td>FAX: 916-991-8587</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:kcottini@fs.fed.us">kcottini@fs.fed.us</a></td>
<td>E-Mail: <a href="mailto:gary@ranchriver.com">gary@ranchriver.com</a></td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Forest Service Contact: Supervisors Office</th>
<th>Tribal Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>John C. Schuyler</td>
<td>Caleen Sisk-Franco</td>
</tr>
<tr>
<td>Public Uses Staff Officer</td>
<td>Tribal and Spiritual Leader</td>
</tr>
<tr>
<td>3644 Avtech Parkway, Redding, CA 96002</td>
<td>14840 Bear Mountain Road, Redding, CA 96003</td>
</tr>
<tr>
<td>Phone: (530) 226-2525</td>
<td>Phone: (530) 275-2737</td>
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<tr>
<td>Cell Phone: (530) 941-4868</td>
<td>Cell Phone: (530) 510-0954</td>
</tr>
<tr>
<td>FAX: (530) 226-2487</td>
<td>FAX: (530) 275-4193</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:jschuyl@fs.fed.us">jschuyl@fs.fed.us</a></td>
<td>E-Mail: <a href="mailto:winnemem@msn.com">winnemem@msn.com</a></td>
</tr>
</tbody>
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7. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this memorandum shall obligate either the Forest Service or the Tribe to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the Tribe will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
8. **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

THE PARTIES HERETO have executed this instrument

\[Signature\]  
J. SHARON HEYWOOD  
Forest Supervisor  
Shasta-Trinity National Forest  

\[Signature\]  
CALEEN SISK-FRANCO  
Winnemem Wintu Tribal  
And Spiritual Leader  

The authority and format of this instrument has been reviewed and approved for signature.

\[Signature\]  
PATRICIA G. CLARK  
Grants and Agreements Specialist  

5/31/06  
6-28-06  
4/23/06