

APPENDIX A
BLM – TRIBAL COOPERATIVE AGREEMENT



COOPERATIVE AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF INTERIOR-BUREAU OF LAND MANAGEMENT
AND
THE AGUA CALIENTE BAND OF CAHUILLA INDIANS
FOR THE SANTA ROSA AND SAN JACINTO MOUNTAINS

AGREEMENT NO. _____

I. STATEMENT OF JOINT OBJECTIVES

- A. Purpose. This cooperative agreement is made and entered into between the USDI Bureau of Land Management (BLM) and the Agua Caliente Band of Cahuilla Indians, herein after referred to as the BLM and the Tribe, respectively, to coordinate and cooperate in management of Federal lands within and outside the external boundaries of the Agua Caliente Indian Reservation within the Santa Rosa and San Jacinto Mountains proposed for National Monument (Monument) designation. This relationship will provide for more consistent, effective, and collaborative management of these lands. Specific programs in natural resource management, land tenure adjustment and land use planning, will enhance the values underlying the proposed Monument designation.
- B. Objective. This agreement provides the mechanism to coordinate land use planning, budget priorities, cooperative allocation of resources and development of long term resource management and programmatic goals between the signatories. The agreement is anticipated to improve BLM service to the community by increasing the effectiveness of land management efforts through cooperation, addressing Tribal issues, and developing mechanisms for increasing the effectiveness of Tribal government coordination and outreach efforts at all organizational levels. The agreement also provides a foundation for a Memorandum of Understanding (MOU) between the BLM and the Tribe pursuant to authorities provided under Section 206 of the Federal Land Policy and Management Act, as amended. The MOU provides the opportunity for the Tribe to acquire Federal lands.
- C. Authority. Federal Land Policy and Management Act of 1976, Sections 202 (C)(9) and 307(b), Public Law 94-579, provides that the Secretary of Interior may undertake programs of resource management through Cooperative Agreements with Indian Tribes.

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- D. Benefit: This cooperative undertaking will result in increased public land management effectiveness, enhancement of natural resource program coordination, opportunity for joint public outreach, and a greater level of consistency and effectiveness in public and Tribal land use planning. This cooperative relationship provides the Bureau access to resources and services not otherwise obtainable and to the contributed involvement of Tribal officials, planners, resource specialists and general membership, in public land management. This relationship is critical to providing a higher level of service and to enhancing coordination and cooperation between the Tribal government and the BLM in the development of resource management programs, planning and opportunities.

II. DEFINITIONS

- A. BLM: Means the United States Department of Interior, Bureau of Land Management, California State Office. May be referred to as the Bureau.
- B. TRIBE: Means the Tribal Council of the Agua Caliente Band of Cahuilla Indians.
- C. Cooperative Agreement: Means this Cooperative Agreement.
- D. Agreement Area: Means all public lands managed by the BLM within the proposed Santa Rosa and San Jacinto Mountains National Monument.

III. SCOPE

- A. BLM agrees to:
 - 1. Coordinate and consult with the Tribe at least annually, to seek their participation and support in the development of public land use planning and public land management actions.
 - 2. Identify opportunities for development of initiatives to cooperatively initiate and conduct land management programs.
 - 3. Seek specific opportunities to actively involve the Tribe in public land management activities.
 - 4. Coordinate, organize, and assure appropriate government, professional and management involvement in programs within the scope of this agreement.
- B. The TRIBE agrees to:
 - 1. Coordinate and consult with BLM at least annually, to identify Tribal land management priorities, resources and opportunities for joint Tribal/BLM program development.



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2. Coordinate, organize, and assure appropriate Tribal professional and executive involvement in programs within the scope of this agreement.
3. Identify and provide appropriate staff for planning and implementation of initiatives developed pursuant to this agreement.

C. The BLM and the Tribe agree to:

1. Cooperate in program development, budget preparation, and planning. Conduct specific programs for BLM managers, professional staff, Tribal officials and other appropriate parties to address critical resource management, Tribal and agency program priorities and comprehensive program issues.
2. Maintain a joint commitment to address areas of Tribal concern, including:
 - a. The protection of the rights of the Tribe and the allottees to access, development, and enjoyment of their property, consistent with applicable Federal and Tribal laws and regulations.
 - b. The need to identify, preserve, protect and, where necessary, recover cultural resources and artifacts.
 - c. The need to identify, preserve and protect federal reserve water rights.
 - d. The need to preserve and protect cultural and traditional uses, including gathering and access to sacred places.
3. Provide for review of projects, proposals, and management actions that may affect the other party's interests or management.
4. Jointly contribute to implementation of coordinated strategies to improve law enforcement efforts to protect natural and cultural resources, and to enhance public outreach services, within the agreement area.
5. Meet at least annually to identify specific resource management, land tenure adjustment and joint management goals, including but not limited to:
 - a. Implementation of a Memorandum of Understanding between BLM and the Tribe for acquisition and exchange of lands within the proposed Santa Rosa and San Jacinto Mountains National Monument.

Actively seek funding for joint management efforts, land acquisitions, and exchanges which meet the goals of this agreement.

- c. Undertake a cadastral survey and other land surveying and engineering tasks to support land management, acquisitions and exchanges.
- d. Complete a cultural resource survey of the proposed National Monument area to identify significant cultural resources, and provide for the management and protection of those resources.
- e. Provide technology and resources to accomplish the above goals.

IV. TERM OF THE AGREEMENT

This Cooperative Agreement shall become effective on the date of signature of the BLM Field Manager and the Tribal Chairman and shall remain in effect until cancelled or modified as provided in Section VI.

V. FINANCIAL SUPPORT

This document does not authorize the transfer of funds or anything of intrinsic monetary value, nor does it confer upon any signatories the authority to commit the Federal Government to the expenditure of funds. It is anticipated that, at a future date, the transfer of funds will be necessary to implement the intent of this Cooperative Agreement. Such transfers must be accomplished by a separate appropriate procurement or financial assistance instrument.

VI. MODIFICATION OR TERMINATION OF THIS AGREEMENT

This agreement may be modified, amended or supplemented by mutual consent of the parties. Either party may propose modification by notifying the other in writing. The parties agree to seek a mutually acceptable schedule to negotiate any modifications in the agreement.

This agreement may be terminated only by mutual consent of the parties. Termination may be requested in writing by either party through notification of the other signatory. Notification shall include a description of the basis for the request. The notified party shall respond within 30 days, proposing a schedule to negotiate unresolved issues offered as the basis for termination.

VII. GENERAL PROVISIONS

Nothing in this agreement shall abrogate the statutory responsibility or other authority of either party signatory to this agreement.



[Handwritten signature]
R.M.A.

Each of the signatories warrants that he or she is authorized to enter into this agreement on behalf of the Party on whose behalf he or she has executed the agreement.

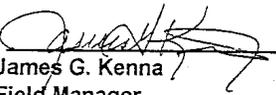
VIII. COUNTERPARTS

This agreement may be executed in counterpart originals and each copy will have the same force and effect as if signed by all the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

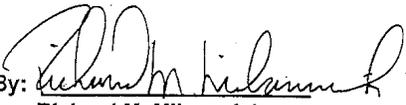
APPROVALS:

U.S. DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT

By: 
James G. Kenna
Field Manager
South Coast/Palm Springs Field Office

10/13/99
Date

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: 
Richard M. Milanovich
Chairman, Tribal Council

10-13-99
Date

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