



Trinidad Rancheria DEIR Comments

1 message

Amy Atkins <AAtkins@trinidadrancheria.com>

Mon, Apr 16, 2012 at 4:57 PM

To: "MLPAComments@HorizonWater.com" <MLPAComments@horizonwater.com>

Cc: Jacques Hostler <JHostler@trinidadrancheria.com>, "Jacque Hostler (cherae.roads@gmail.com)" <cherae.roads@gmail.com>

On behalf of the Cher-Ae heights Indian Community of the Trinidad Rancheria, Tribal Chairman Garth Sundberg, and the Tribal Council, please accept the attached submission as formal comment for the record to the MLPA Draft Environmental Impact Report.

Thank You,

Thank you,

Amy Atkins
Executive Manager
Trinidad Rancheria
(707) 677-0211 ext. 2702

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The message is ready to be sent with the following file or link attachments:

Final letter to Pres Daniel Richards--Comments to DEIR 04.16.12

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4 attachments



TC-12-05 Reading Rock.pdf
315K



Rose Joy Sundberg-Declaration RE Reading Rock.pdf
632K



Trinidad Rancheria_BLM MOU RE Rocks Monument.pdf
689K



Final letter to Pres Daniel Richards--Comments to DEIR 04.16.12.pdf
324K



Cher-Ae Heights Indian Community of the Trinidad Rancheria



CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA RESOLUTION OF THE TRIBAL COUNCIL

RESOLUTION NO.: TC-12-05

SUBJECT: Trinidad Rancheria Cultural Landscape and Traditional Cultural Property Designation for Sek-kwo-nar (Reading Rock).

WHEREAS: The Cher-Ae Heights Indian Community of the Trinidad Rancheria (hereinafter the "Tribe") is a federally recognized Indian Tribe eligible for all rights and privileges afforded to recognized Tribes; and

WHEREAS: The Cher-Ae Heights Indian Community Tribal Council (hereinafter "Tribal Council") is the governing body of the Tribe under the authority of the Tribe's Constitution; and

WHEREAS: The Tribe, as a sovereign Indian Nation, has a Tribal Historic Preservation Officer (THPO) who has assumed the responsibilities of the State Historic Preservation Officer (SHPO) for National Historic Preservation Act (NHPA), Section 106 and 110 duties; and

WHEREAS: The Tribe operates a cultural resource program which works directly with Yurok elders in documenting cultural resources and traditional cultural properties and said elders have determined that the place known as Sek-kwo-nar (Reading Rock) is presently and has always been a place of immeasurable religious, and spiritual significance for Yurok people; and

WHEREAS: The Tribe declares that Sek-kwo-nar (Reading Rock) must be protected and managed in a traditional manner as a traditional cultural property within the Yurok cultural landscape and it must be accessed by Yurok people for cultural and spiritual purposes forever;

NOW THEREFORE BE IT RESOLVED: That the Trinidad Rancheria Tribal Council hereby declares the area of Sek-kwo-nar (Reading Rock) as a traditional cultural property within a Yurok cultural landscape eligible for inclusion on the National Register of Historic Places; and

BE IT FURTHER RESOLVED: The Tribal Vice Chairperson is hereby authorized to sign this resolution and to negotiate all matters pertaining hereto and that the Recording Secretary is authorized to attest.

AR-1



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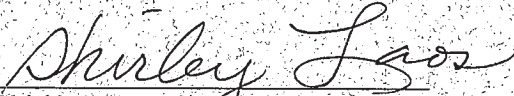
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CERTIFICATION

This is to certify that **Resolution TC-12-05** was approved through the standard Trinidad Rancheria Tribal Council Polling Procedure, through which a quorum was established, and that this Resolution was adopted by a vote of 4 in favor, 0 opposed, and 0 abstaining.

AR-1

Dated this 16th day of April 2012,


Shirley Laos, Vice Chairperson

ATTEST:


Amy Atkins, Recording Secretary



Cher-Ae Heights Indian Community of the Trinidad Rancheria

DECLARATION OF ROSE JOY CRUTCHFIELD SUNDBERG

I, Rose Joy Crutchfield Sundberg, Declare:

1. My name is Rose Joy Crutchfield Sundberg.
2. I was born at Yo-teyr he-wan (above the village of Yo-teyr, also known as Donnelly Prairie) on the Klamath River, California.
3. I was raised there at Yo-teyr he-wan for the first three years of my life until my family moved to Blue Lake, California. However I still maintain ties and have a home above the village of Yah-ter to the present day.
4. I was raised by my parents Edward Crutchfield and Lila Shaffer Natt.
5. I descend from the coastal Yurok villages of Chue-rey (Tsurai) through my grandmother Mary Shaffer Natt; Peen-pey (at Big Lagoon) through my great grandmother Annie Turner; Cho-kwee through my grandmother Susan Donnelly Crutchfield; as well as the Yurok villages of Hop-ew through my great grandmother Mary Donnelly; Koo-tep through my grandfather Robert Natt; and Tue-rep through grandma Crutchfield's father.
6. My birth date is March 25, 1932.
7. I am an enrolled member of the Cher-Ae Heights Indian Community of the Trinidad Rancheria and have lived in on the coast in Trinidad, California for 56 years.
8. I have knowledge of the spiritual and cultural significance of Reading Rock as told to me by my relatives.
9. My uncle Frank Douglas told me the origin story of Reading Rock and it is as follows:
There was a woman from Stone Lagoon (Chah-pek-w) that was bought by a man up at Red Mountain. They were married and had a baby. He was very cruel to her. When the baby was still in its basket, she planned to leave him. She started hiding food in the baby's basket to ready for their escape. He continued to be cruel to her and she became desperate to leave. And so one night she was cooking sturgeon for him, for his dinner. She cooked it with the skin on in the coals, as they did at her home at Chah-pek-w. Her husband got very angry with her because he didn't like the way she cooked it, so he beat her. She decided to leave that night. She had to very quietly sneak out of the village with the baby. When she got to the ocean she found a canoe. I can't remember how she got it but she did. She started

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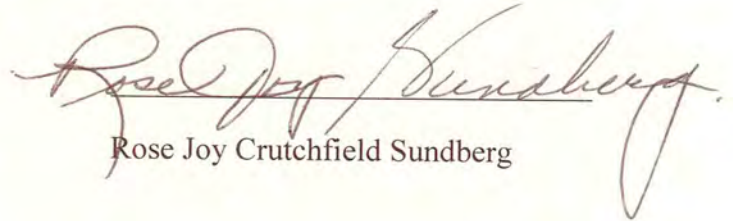
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31 paddling south to her home. Her husband was standing up on Red Mountain and
32 he saw her. He was so angry that she left him, he picked up her pestle and threw
33 at it her, hitting the back side of her boat, which broke off. That pestle is still there
34 where it landed. It is called Sek-kwo-nar, Reading Rock. That is also why the
35 ends of the canoes boats are sheared off like that. When she landed at her home, at
36 the village of Chah-pek-w her family was very happy to see her.

37 10. I know that Sek-kwo-nar, was also a place where people would go fishing for seals and
38 fish and gather.

39
40 Dated: April 16 / 2012


Rose Joy Crutchfield Sundberg



April 16, 2012
Vickie L. Keene
Vickie L. Keene
1-28-2014

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CHER-AE HEIGHTS INDIAN COMMUNITY
OF THE TRINIDAD RANCHERIA
AND THE
BUREAU OF LAND MANAGEMENT
REGARDING THE
CALIFORNIA COASTAL NATIONAL MONUMENT**

I. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the **Cher-Ae Heights Indian Community of the Trinidad Rancheria** (hereinafter referred to as the "Trinidad Rancheria") and the United States Department of the Interior's **Bureau of Land Management** (hereinafter referred to as the "BLM") to establish an agreement whereby the Trinidad Rancheria will serve as a steward for a portion of the California Coastal National Monument (CCNM) in the vicinity of the Trinidad Rancheria in Humboldt County, California.

II. INTRODUCTION

- A. BLM & the California Coastal National Monument.** By Presidential Proclamation on January 11, 2000, all unappropriated or unreserved lands and interest in lands owned or controlled by the United States in the form of islands, rocks, and pinnacles above mean high tide within 12 nautical miles of the shoreline of the State of California were designated as the CCNM. The CCNM was nationally recognized in the Presidential Proclamation as a biological and geological treasure, rich in biodiversity, and providing essential habitat for many species of scientific interest. The CCNM designation mandates the protection of historic and scientific objects, particularly wildlife species which normally inhabit the CCNM area, and limits management discretion that the Federal managers otherwise have. The Secretary of the Interior manages the CCNM through the BLM and under the BLM's existing authorities, subject to the overriding purpose of protecting the resources described in the Presidential Proclamation. The BLM is directed by Congress to administer the public lands so that all various land and resource uses and values are managed in combinations that will best meet the needs of the American people.
- B. Core-Managing Partners.** BLM, the California Department of Fish and Game (CDFG), and the California Department of Parks and Recreation (CDPR) serve as the "Core-Managing Partners" of the CCNM. Through an interim MOU signed in the spring of 2000, BLM extended its partnership with CDFG and added CDPR, the State agency that administers 25% of the California coast. Collectively, BLM, CDFG, and CDPR are responsible for the management of the CCNM.

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- C. **Stewardship.** With a national monument as extensive and connected to so many varied jurisdictions as the CCNM, the opportunities for partnerships are not only enormous, but also necessary. The BLM is committed to continuing existing partnerships and establishing new ones in order to effectively administer the CCNM. Consistent with appropriate authorities, stewardship agreements will be developed with select entities with management interests along the coast. "CCNM Stewards" will work in partnership with BLM to help in the management of a specific portion of the CCNM (See Attachment A, CCNM Stewardship Program Fact Sheet).
- D. **Trinidad Rancheria.** As a Federally recognized tribe, the Trinidad Rancheria is interested in serving as a "CCNM Steward" for the management of the portion of the CCNM adjacent to the Trinidad Rancheria (See Attachment B, Map of Trinidad Rancheria Stewardship Area of the CCNM).

III. AUTHORITIES

- A. **BLM Authority.** The Federal Land Policy and Management Act of 1976, Section 307(b) provides that the Secretary of the Interior may undertake programs of resource management through cooperative agreements.
- B. **Trinidad Rancheria Authority.** Trinidad Rancheria, as a federally recognized tribe, has established a Business Committee to conduct business on behalf of the Community Council. Approval by the Business Committee and the signing of this MOU by the Tribal Chair constitutes authority to enter into this agreement.

IV. PRINCIPLES OF STEWARDSHIP AGREEMENT

A. The Trinidad Rancheria Agrees To:

1. Serve as a CCNM Steward and work closely with the Core-Managing Partners of CCNM and other CCNM partners, as appropriate, to assist with the protection and administration of the portion of the CCNM and its various resources and resource values within the Trinidad Rancheria Stewardship Area (hereinafter referred to as the "Stewardship Area").
2. Designate a contact person to serve as the Trinidad Rancheria liaison with the CCNM.
3. Cooperate with the BLM on the protection, monitoring, and research needs for the CCNM in the Stewardship Area consistent with the Trinidad Rancheria's Environmental Program and associated annual work plans.
4. Work with the BLM to develop interpretive and environmental education opportunities associated with CCNM's cultural and ecological resources. This could include the placement of interpretive displays on Trinidad Rancheria property where agreed upon by both parties.
5. Alert BLM to known and potential problems related to activities on the CCNM within the Stewardship Area.

6. Implement Trinidad Rancheria activities to avoid or minimize impacts to the CCNM as practicable.
7. Report to BLM on a quarterly basis, or more frequent, on any activity or action related to the CCNM.

B. The BLM Agrees To:

1. Respect any existing Trinidad Rancheria rights to the use of or access to the CCNM and surrounding coastal waters.
2. Provide the Trinidad Rancheria with a local contact for items and actions related to the CCNM and provide guidance regarding the role of a CCNM Steward (See CCNM Stewardship Program Fact Sheet, Attachment A).
3. Keep the Trinidad Rancheria informed and updated on matters related to the CCNM.
4. Identify potential funding opportunities for the Trinidad Rancheria that might relate to the various aspects of the implementation of this MOU.

B. The Trinidad Rancheria and the BLM Mutually Agree To:

1. Seek opportunities to coordinate, share, and/or combine resources and data to carry out protection, monitoring, research, and/or public education initiatives associated with unique coastal habitats and resource values associated with this Stewardship Area of the CCNM.
2. Work together to ensure consistency and coordination in the protection and management of the CCNM.

AR-3

V. OTHER PROVISIONS

A. Limits of Authority and Funding

1. Nothing in this MOU shall be construed as limiting or affecting in any way the authority or legal responsibility of the Parties.
2. Nothing in this MOU binds the Parties to perform beyond their respective authorities.
3. Nothing in this MOU requires the Parties to assume or expend any funds in excess of available appropriations.
4. The mission requirements, funding, personnel, and other priorities of either Party may affect that Party's ability to fully implement all the provisions identified in this MOU.
5. This MOU is neither a fiscal nor a funds obligation document. Specific activities that involve the transfer of money, services, or property between the Parties shall require execution of separate agreement or contract.

Attachment A

CALIFORNIA COASTAL NATIONAL MONUMENT STEWARDSHIP PROGRAM FACT SHEET

PURPOSE:

To establish a series of California Coastal National Monument (CCNM) "Stewards" to work with the U.S. Department of the Interior's Bureau of Land Management (BLM), California Department of Fish and Game (CDFG), California Department of Parks and Recreation (CDPR), and other CCNM partners for long-term protection and management of CCNM and its various resources and resource values.

GOALS & OBJECTIVES:

- Increase protection and monitoring of the CCNM.
- Involve adjacent landowners and/or resource managers of properties with various coastal and marine protection programs, initiatives, and/or interests associated with portions of the CCNM in the integrated, long-term management of the CCNM.
- Increase the knowledge and understanding of the various resources and resource values of the CCNM.
- Enhance the cooperative management of fragile ecosystems of California's coastline.

AR-3

BACKGROUND & ORGANIZATION:

- CCNM was established by Presidential Proclamation of January 11, 2000, and BLM, under the Secretary of the Interior, was directed to provide long-term management.
- Through a memorandum of understanding (MOU), signed in the Summer of 2000, CDFG and CDPR were brought in as managing partners to assist BLM, who retains the ultimate legal responsibility for the CCNM, in "...preserving the [CCNM's] objects of historic and scientific interest, ...mapping and understanding resources within the Monument, [and] ...working with the public to explain the values of the Monument."
- In order to effectively deal with the wide array of partnership opportunities associated with the CCNM, three basic categories have been developed:
 - Core-Managing Partner - Each of the three "core" agencies- -BLM, CDFG, and CDPR- -responsible for collaborating in the overall management of the entire CCNM.
 - Collaborative Partner - An organization, governmental or private, that is interested in collaborating with the core-managing partners in any of a variety of programs, actions, and management elements associated with the long-term management of

the CCNM.

- Steward - A select entity with ownership and management responsibility for a portion of the coast that adjoins part of the CCNM and that is interested in serving as the "steward" for that portion of CCNM.
- Stewards will work with BLM and other partners to help in the management of their specific portion of the CCNM, a portion that is offshore of the Steward's onshore property.

METHODS:

- BLM will invite other governmental, tribal, or private organizations that own coastal lands and manage programs that provide for the protection and long-term management of portions of the California coast adjacent to parts of the CCNM, to be "Stewards" for that portion of the CCNM.
- A stewardship agreement will be developed with each approved Steward and each agreement will identify the specific portion of the CCNM for which the Steward will assist in the long-term management, as well as outline the expected role and responsibilities in working with the BLM and its various CCNM partners.
- The Steward will serve as the local CCNM representative for the assigned portion of the CCNM by:
 - Designating a contact person to serve as the CCNM liaison.
 - Providing local contact point for items and actions related to the CCNM.
 - Alerting BLM to known and potential problems.
 - Identifying specific management needs, including protection, monitoring, and research.
 - Integrating the management of its portion of the CCNM with its other resource management responsibilities.
 - Reporting to BLM on a quarterly basis on any activity or action related to the CCNM.
- BLM will provide the Stewards with guidance and direction regarding the role of a CCNM Steward and keep the Stewards updated on the evolving protection and management needs and requirements related to the CCNM.

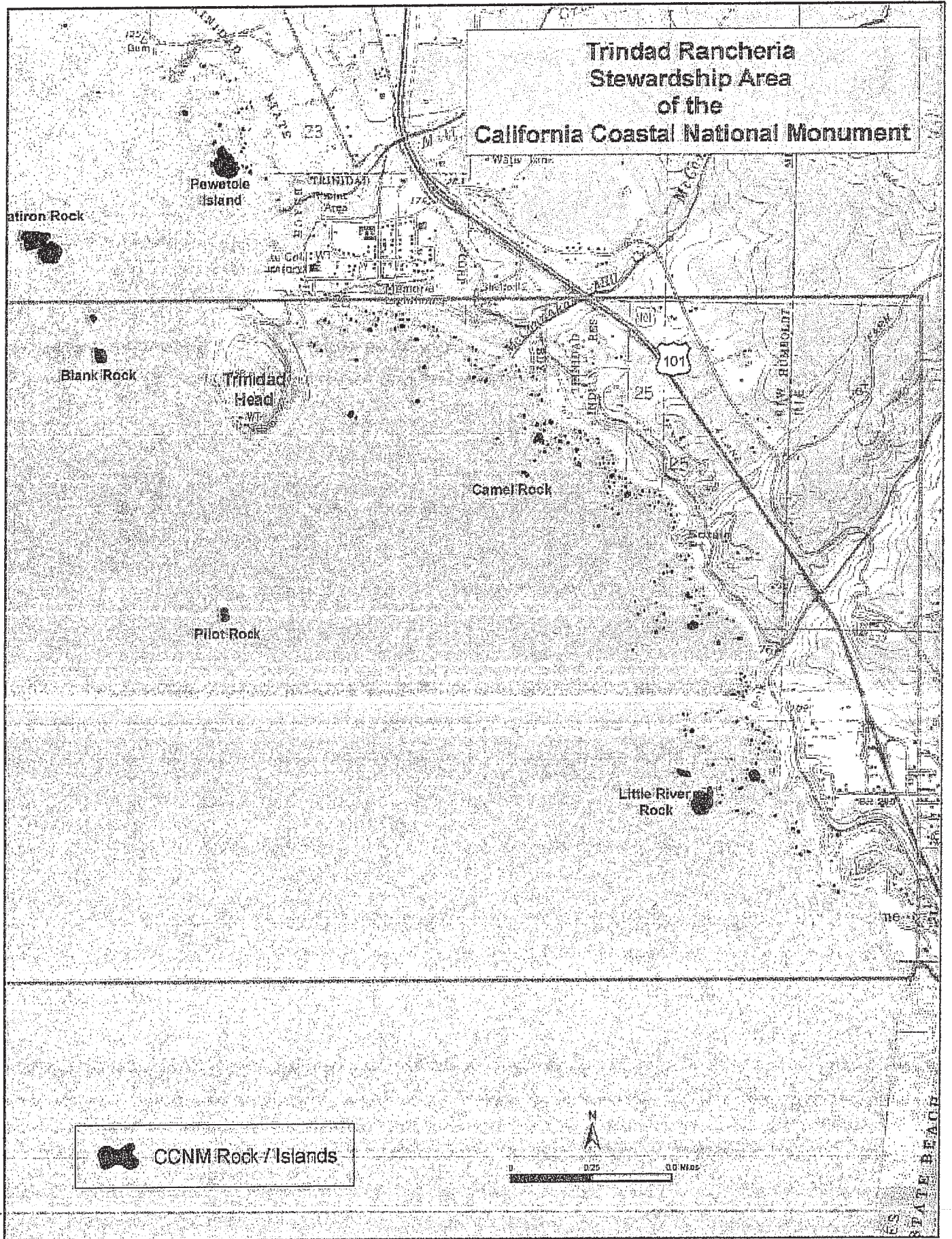
AR-3

INTENDED OUTCOMES & BENEFITS:

- Increased monitoring and protection of the CCNM.
- Greater involvement of partners in the long-term management of the CCNM.

- Increased awareness and knowledge of the specific resources and resource values of the CCNM.
- Regular reports on the condition of the CCNM resources and on the activities in and around the CCNM.
- Identification of actions needed related to enhance the long-term management of the CCNM.
- More effective use of limited funding and capabilities.

AR-3



AR-3

6. Nothing in this MOU restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals
7. BLM retains the sole decision-making authority for public lands and resources it administers.

B. Amendment of Agreement. Amendments or supplements to this MOU may be proposed by either Party and shall become effective upon written approval of both Parties.

C. Dispute Resolution. The Parties shall attempt to resolve controversies through alternative dispute resolution methods that are mutually acceptable to both Parties. Methods may include, but are not limited to fact-finding, mediation, and non-binding arbitration.

D. Termination of Agreement. Either Party may terminate its participation in this MOU at any time through written notification to the other Party at least 90 days prior to termination.

E. Effective Date of Agreement. This MOU shall become effective upon signature by both Parties. This MOU may be executed in one or more counterparts, each of which will be considered an original document.

VI. APPROVALS

The Parties Hereto have executed this agreement as of the last date shown below.


Mike Pool
State Director
Bureau of Land Management

9/16/05
Date


Garth Sundberg
Tribal Council Chairperson
Cher-Ae Heights Indian Community of the Trinidad Rancheria

9-8-05
Date

2 ATTACHMENTS:

Attachment A - CCNM Stewardship Program Fact Sheet

Attachment B - Map of Trinidad Rancheria's Stewardship Area of the CCNM



Cher-Ae Heights Indian Community of the Trinidad Rancheria



April 10, 2012

President Daniel Richards
California Fish and Game Commission
POB 944209
Sacramento, CA 94244-2090

Re: Formal Comments to the Marine Life Protection Act, Draft EIR

President Richmond and Commissioners:

Please accept this letter as Cher-Ae Heights Indian Community of the Trinidad Rancheria's (Trinidad Rancheria) formal request to adopt North Coast Study Region Draft Regulations Sub-Option (B) to re-designate Reading Rock as a State Marine Conservation Area, (SMCA), rather than the current preferred alternative as a State Marine Reserve.

The Reading Rock SMCA designation sub-option before you now, reflects the Trinidad Rancheria's need to maintain access to the location for cultural, religious and ceremonial subsistence gather purposes as we have since time immemorial.

The Declaration of Rose Joy Crutchfield Sundberg, an enrolled member and one of the Original Assignees of the Cher-Ae Heights Indian Community of the Trinidad Rancheria, is attached and gives a detailed history of the villages she descended from and the creation story of Reading Rock.

Additionally, Trinidad Rancheria Resolution TC-12-05 declares the area of Sek-kwo-nar (Reading Rock) as a traditional cultural property within a Yurok cultural landscape eligible for inclusion on the National Register of Historic Places.

A SMCA designation at Reading Rock would align the Marine Life Protection Act regulations with the 2006 MOU between the Bureau of Land Management and the Trinidad Rancheria, which states that the Trinidad Rancheria will serve as a steward of the portion of the California Coastal National Monument (CCNM), in the vicinity of the Trinidad Rancheria, in Humboldt County, a portion of the ancestral territory of the Trinidad Rancheria.

We also support the Yurok Tribe's request for a "no change" for the specific location of False Klamath Rock Special Closure. This Special Closure was included at the last minute in the October 26th, 2010, Blue Ribbon Task Force meeting and was not part of earlier consultation or discussions.

AR-4

AR-5



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Trinidad Rancheria requests that our Nation be deleted from the Tribes listed in the Pyramid Point and Point St. George Marine Protected areas within the ancestral territory of the Smith River Rancheria. The Rancheria further commits to continue through consultation to move forward in the Marine Life Protection Act process and formally requests the development of a Memorandum of Understanding to addressing monitoring and enforcement. We do not agree with the recommendation from the Department of Fish and Game to enforce tribal gathering and subsistence through fishing licenses. We formally request this be included in the MOU and enforced through Tribal Ordinances and Tribal monitoring cooperatively with the Fish and Game Law enforcement.

AR-6

AR-7

The Trinidad Rancheria makes a full reservation of rights and specifically asserts the right to regulate all Native Americans within the boundaries of the Trinidad Rancheria.

AR-8

Sincerely,



Garth Sundberg
Tribal Chairman
Trinidad Rancheria

Attachments: Declaration of Rose Joy Crutchfield Sundberg
Trinidad Rancheria Resolution TC-12-05
Bureau of Land Management MOU with Trinidad Rancheria

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Comment Letter AR – Atkins, Amy

Response to Comment AR-1

Comment noted.

See *Response to Comment A1-4* regarding the analysis of TCPs in the DEIR.

Response to Comment AR-2

Comment noted. See *Response to Comment AR-1*.

Response to Comment AR-3

Note that the issue of cooperative management of MPAs, and any related MOUs, raises complex issues of law and policy and do not address the sufficiency of the EIR; therefore, no changes were made.

Response to Comment AR-4

This comment contains statements not related to the environmental review published in the DEIR, but rather related to proposed MPA regulations and/or regulatory sub-options under consideration by the Commission as part of its current rulemaking process conducted pursuant to the APA. See *Response to Comment A1-6*.

These comments raise complex issues of law and policy and do not address the sufficiency of the EIR. As a matter of law, the MLPA cannot interfere with any tribal right that has been conferred by the federal government.

Response to Comment AR-5 and AR-6

These comments contain statements not related to the environmental review published in the DEIR, but rather related to proposed MPA regulations and/or regulatory sub-options under consideration by the Commission as part of its current rulemaking process conducted pursuant to the APA. See *Response to Comment A1-6*.

Response to Comment AR-7

Comment noted. Note that the issue of cooperative management of MPAs, and any related MOUs, raises complex issues of law and policy and do not address the sufficiency of the EIR; therefore no changes were made.

Response to Comment AR-8

These comments raise complex issues of law and policy and do not address the sufficiency of the EIR. As a matter of law, the MLPA cannot interfere with any tribal right that has been conferred by the federal government. No further response is warranted.