



GREAT REDWOOD TRAIL AGENCY

MEETING DATE: March 19, 2026

AGENDA ITEM: 5. Memorandum of Understanding: Hopland Band of Pomo Indians

FROM: Elaine Hogan

RE: Memorandum of Understanding: Hopland Band of Pomo Indians

EXECUTIVE SUMMARY:

This MOU memorializes the shared values, aligned goals, and collaborative intentions of GRTA and the Hopland Band of Pomo Indians and establishes a framework for ongoing government-to-government partnership in connection with the development and stewardship of the Great Redwood Trail within the Tribe's ancestral territory in the Hopland area.

BACKGROUND:

The Great Redwood Trail Master Plan Tribal Recommendations, developed through community and tribal engagement conducted between Fall 2022 and Summer 2025, identify the importance of respectful early and ongoing communication with tribes, inviting tribal participation in ecological restoration, identifying culturally sensitive sites and species, developing culturally mindful vegetation management and land stewardship, and inviting tribes to collaborate in the management of trail segments crossing ancestral lands.

With Master Plan adoption expected during this Board meeting, the Agency is taking steps to implement the recommendations and guidance set forth in the plan. Additionally, with the adoption of Resolution 2025-09 Environmental and Tribal Commitments, staff were directed to proactively build long-term relationships with tribes and explore contracting opportunities to draw on local tribal cultural knowledge. This MOU builds from ongoing conversations staff and board members have been having with the Hopland Band of Pomo Indians and lays a formal foundation for continuing those government-to-government conversations, structured around our shared goals and mutual interests.

RECOMMENDATION:

Staff recommend the Board authorize the Executive Director to execute the MOU between Hopland Band of Pomo Indians, as attached.

FISCAL IMPACT:

No direct fiscal impact. Any subsequent contracts that exceed the Executive Director's delegated authority will be brought back to the Board for consideration.

ATTACHMENTS:

- A. GRTA HBPI MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
GREAT REDWOOD TRAIL AGENCY
AND
HOPLAND BAND OF POMO INDIANS

Effective Date: March 19, 2026

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into between the Great Redwood Trail Agency ("GRTA"), a California public agency created under California Government Code Section 93000 et seq., and the Hopland Band of Pomo Indians ("HBPI" or "the Tribe"), a federally recognized Indian tribal government located in Mendocino County, California (collectively, the "Parties").

This MOU memorializes the shared values, aligned goals, and collaborative intentions of the Parties and establishes a framework for ongoing government-to-government partnership in connection with the development and stewardship of the Great Redwood Trail within the Tribe's ancestral territory in the Hopland area.

RECITALS

WHEREAS, GRTA, formerly the North Coast Railroad Authority ("NCRA"), is charged by California law with planning, developing, and stewarding the Great Redwood Trail, a multi-use trail corridor along the former Northwestern Pacific Railroad right-of-way through Mendocino, Trinity, and Humboldt counties; and,

WHEREAS, The Hopland Band of Pomo Indians is a federally recognized tribal government whose ancestral people, the Shóqowa People (Hopland Pomo), have continuously inhabited and stewarded the Sanel Valley and surrounding landscapes of Mendocino County since time immemorial, and whose ancestral territory encompasses portions of the Great Redwood Trail corridor in and around the Hopland area; and,

WHEREAS, GRTA acknowledges the harmful legacy of colonization and the railroad industry in this region and is committed to supporting California Native American tribes in uplifting their connections and relationships to the land through meaningful, compensated collaboration; and,

WHEREAS, The Great Redwood Trail Master Plan Tribal Recommendations, developed through community and tribal engagement conducted between Fall 2022 and Summer 2025, identify the importance of respectful early and ongoing communication with tribes, inviting tribal participation in ecological restoration, identifying culturally sensitive sites and species, developing culturally mindful vegetation management and land stewardship, and inviting tribes to collaborate in the management of trail segments crossing ancestral lands; and,

WHEREAS, GRTA's adopted "Resolution No. 2025-09 Environmental and Tribal Commitments" directs GRTA staff to proactively build long-term relationships with tribes, develop a Tribal Advisory Committee, explore contract opportunities to draw on local tribal cultural knowledge, and develop a plan for inviting tribes to participate in management of portions of the trail that cross ancestral tribal lands; and,

WHEREAS, The mission of the Hopland Band of Pomo Indians is to provide for the preservation of cultural traditions, the protection of the homelands, the continuous improvement of the social and economic standards of the people, and the establishment of a democratically representative government for present and future generations of the Tribe; and,

WHEREAS, As a federally recognized tribal government, The Hopland Band of Pomo Indians constitutes a public agency for purposes of intergovernmental cooperation under California Government Code Section 6500 et seq. (the Joint Exercise of Powers Act), and GRTA is authorized to enter into cooperative agreements with other public agencies to jointly exercise common powers and to contract for inter-agency services; and,

WHEREAS, HBPI operates an active Tribal Environmental Protection Agency (Tribal EPA) that oversees environmental protection, natural resource management, cultural plant and species protection, cultural resource protection, pesticide management, solid waste management, and water resource stewardship on Tribal lands — capacities directly relevant to responsible management of the GRTA corridor within HBPI's ancestral territory; and,

WHEREAS, HBPI has established programs and expertise in cultural burning and prescribed fire, in partnership with the Tribal EcoRestoration Alliance (TERA) and CAL FIRE, having conducted cultural burns to restore riparian habitat, reduce invasive species such as Himalayan blackberry, promote the health of culturally significant species including willow, elderberry, and dogwood, and build wildfire resilience in the Hopland landscape — practices that align directly with GRTA's need for vegetation management along the Great Redwood Trail corridor; and,

WHEREAS, HBPI tribal members and knowledge holders carry deep expertise in Pomo basket weaving, the use and management of culturally significant plant species, traditional ecological knowledge of the Sanel Valley watershed, and ceremonial and cultural practices tied to the land — knowledge that is uniquely valuable for culturally mindful land stewardship of the GRTA corridor in HBPI's ancestral territory; and,

WHEREAS, HBPI has conducted and participates in habitat restoration work including stream channel improvement, native plant restoration, and invasive species removal, and has a demonstrated track record of partnering with state, federal, and local agencies including the North Coast Resource Partnership and the California Department of Fish and Wildlife; and,

WHEREAS, HBPI ordinances reflect robust tribal jurisdiction over cultural resources, native and culturally significant plant species, and water resources within its territorial sphere of influence, and HBPI's Tribal Historic Preservation Officer (THPO) provides formal consultation on projects affecting cultural resources and ancestral sites — responsibilities directly applicable to ground-disturbing activities along the GRTA corridor; and,

WHEREAS, HBPI has institutional capacity in economic development, construction, demolition, building inspection, and environmental services, including tribal members with certifications relevant to building inspection and construction activities that may be engaged by GRTA for specific projects on the Agency's land; and,

WHEREAS, HBPI has existing engagement with waste management programs including partnerships with the California Integrated Waste Management Board and the United States Environmental Protection Agency, and there is potential for collaborative applications to CalRecycle and other funding sources that could align HBPI and GRTA interests in waste diversion, recycling operations, and sustainable materials management along the trail corridor; and,

WHEREAS, The Parties have engaged in preliminary discussions and identified areas of shared interest including: tribal cultural resource monitoring; tribally-led vegetation management and ecological field surveys within the corridor; cultural and prescribed fire management; native plant protection and

replanting; the identification of ceremonially important areas and culturally sensitive botanical resources; stewardship and interpretive roles at the Hopland train station area; art installations and murals; temporary and long-term use arrangements at the station property; construction and demolition services; building inspection services; and collaborative pursuit of CalRecycle funding opportunities; and,

WHEREAS, The Parties agree that a formal MOU establishing their relationship, shared goals, and intent to collaborate will support more streamlined, direct contracting between GRTA and HBPI for tribally led services within HBPI's ancestral territory, and will provide a durable foundation for a long-term, mutually beneficial government-to-government partnership; and,

NOW THEREFORE, the Parties agree as follows:

Section 1: Purpose and Intent

This MOU establishes the framework for a government-to-government partnership between GRTA and the Hopland Band of Pomo Indians. HBPI speaks solely for itself. Through this MOU, HBPI addresses only the specific matters expressly described herein. No inference shall be drawn that HBPI supports, endorses, or approves any particular project, segment, policy, or initiative of the Great Redwood Trail Agency ("GRTA") beyond the limited collaborative concepts reflected in this document. HBPI further recognizes that other tribes and tribal communities may hold differing views regarding the Great Redwood Trail and related projects. HBPI respects the sovereignty of each tribal government to determine and express its own position and does not purport to represent, speak for, or bind any other tribal government or tribal community. This MOU is intended to:

- Formalize the shared values and aligned goals of the Parties with respect to the stewardship of GRTA-owned land within HBPI's ancestral territory;
- Provide a mutually agreed framework supporting service contracts and goods procurement agreements between GRTA and HBPI, consistent with applicable law;
- Guide the Parties' ongoing collaboration on trail development, ecological restoration, cultural resource protection, vegetation management, workforce development, and other matters of shared interest; and
- Affirm GRTA's commitment to honoring HBPI's ancestral connections, and environmental stewardship knowledge within the trail corridor.

Section 2: Shared Values and Guiding Principles

The Parties affirm the following shared values as the foundation of this partnership:

- Respect for the Hopland Band of Pomo Indians' ancestral connection to, and environmental stewardship over, the landscape within its traditional territory;
- Commitment to protecting, preserving, and restoring sensitive natural and tribal cultural resources along the Great Redwood Trail corridor;
- Recognition that culturally mindful land stewardship — including cultural burning, native plant management, traditional ecological knowledge, and ceremonial use — is essential to responsible management of the corridor within HBPI's ancestral sphere of influence;
- Belief that meaningful economic opportunity and compensated employment for HBPI tribal members is a core goal of the HBPI and supported by GRTA; and
- Commitment to maintaining the highest degree of confidentiality with respect to sensitive tribal cultural and natural resource information shared between the Parties, within the bounds of applicable law.

Section 3: Ancestral Territory and Sphere of Influence

The Parties acknowledge HBPI's longstanding cultural and historical relationship to lands within its aboriginal territory. The Parties agree to work cooperatively to identify and map those portions of GRTA-owned property and right-of-way that fall within the Hopland Band of Pomo Indians' ancestral territory and sphere of cultural influence in the Hopland area. Within this geographic scope, GRTA will endeavor, consistent with applicable procurement requirements, to work collaboratively with HBPI to identify opportunities for direct contracting, cooperative agreements, cultural stewardship activities, and related services that may advance the shared interests reflected in this MOU. This mapping exercise shall be used to:

- Ensure that appropriate cultural monitoring requests and consultation notices are directed to HBPI for activities occurring on GRTA property within HBPI's ancestral sphere;
- Define the geographic scope within which the Parties' direct contracting relationship shall be prioritized, generally defined as extending from Barrett Rock at the northern boundary to Frogwoman Rock at the southern boundary, or such adjacent areas as the Parties may mutually identify.; and
- Inform GRTA's broader tribal consultation protocols in a manner consistent with HBPI's governance and the federal recognition of HBPI's ancestral interests.

Section 4: Areas of Collaboration

Subject to the availability of funding and the negotiation of separate written agreements or contracts for each activity, the Parties intend to collaborate in the following areas:

4.1 Cultural Resource Monitoring

GRTA will direct cultural resource monitoring requests for ground-disturbing activities within HBPI's ancestral sphere of influence to HBPI for consideration. The Parties will negotiate a separate Cultural Resource Monitoring Agreement (CRMA) to govern the scope, terms, and compensation for cultural monitoring services. GRTA will provide HBPI with a copy of the cultural monitoring agreement used with the Wiyot Tribe as a reference template, and the Parties will collaborate to adapt that agreement to reflect HBPI's practices and preferences.

4.2 Vegetation Management, Ecological Field Survey, and Culturally Mindful Land Stewardship

HBPI will be invited to conduct a field survey of GRTA-owned property within HBPI's ancestral territory to develop a vegetation management recommendation and ecological land stewardship framework that GRTA can use as a maintenance guideline and/or contract with HBPI to implement. This survey and resulting prescription shall address:

- Fire management and prescribed/cultural burning to reduce invasive species, improve habitat for culturally significant species, and increase wildfire resilience;
- Native plant protection, propagation, and replanting — including species significant to Pomo cultural practices such as willow, elderberry, dogwood, and other species used for basket materials;
- Vegetation removal and invasive species management;
- Identification of areas where HBPI may wish to harvest or plant culturally important plants;
- Identification of areas within the corridor where HBPI wishes to have ceremonial access or cultural gathering use; and
- Identification of culturally sensitive botanical areas requiring protection.

4.3 Hopland Train Station Stewardship, Art, and Cultural Programming

The Parties express mutual interest in exploring stewardship, interpretive, and cultural programming roles for HBPI at and around the Hopland train station area, including:

- Tribally led stewardship of station grounds, landscaping with culturally significant and native plant species;
- Development of conceptual visuals, interpretive materials, and cultural installations that reflect HBPI's ancestral connection to the Hopland area; and
- Commissioned tribal art installations and/or murals created by HBPI tribal artists for display at or near the Hopland station, consistent with the Great Redwood Trail Master Plan recommendation to install tribal artwork developed by local tribal people.

4.4 Hopland Train Station Property — Temporary Use and Long-Term Stewardship

The Parties recognize that full trail development at the former train station property in Hopland may be 5 to 10 or more years away, and that the interim period presents an opportunity for collaborative use agreements. The Parties express intent to explore:

- A non-exclusive license agreement authorizing HBPI to operate mobile recycling operations on part of the GRTA-owned property in the interim period prior to trail development, subject to applicable permitting and any GRTA Board of Directors approval;
- Potential collaboration with CalRecycle and other funders to support and strengthen any recycling-related operations and grant applications at this location; and
- Long-term stewardship opportunities at the former Hopland train station property that align with GRTA's trail development goals and HBPI's land stewardship interests.

4.5 Construction, Demolition, and Building Inspection Services

The Parties express mutual interest in exploring cooperative approaches to the completion of improvements in the Hopland area upon GRTA-controlled parcels within HBPI's ancestral territory. The Parties note that:

- HBPI has capacity and interest in conceptualization and completion of construction projects; and,
- HBPI staff include individuals holding relevant certifications including building inspection, and other professional certifications that may be relied upon in completing cooperative improvement projects.

4.6 CalRecycle and Joint Funding Opportunities

The Parties express interest in identifying and jointly pursuing funding opportunities through CalRecycle and other state, federal, and philanthropic sources that align the Parties' shared interests in waste diversion, recycling, materials recovery, and sustainable land use. GRTA staff and HBPI representatives will communicate regularly to identify eligible grant programs and develop collaborative funding applications as appropriate.

4.7 Workforce Development and Tribal Employment

GRTA is committed to creating meaningful economic opportunity for HBPI and the holders of traditional tribal knowledge that will be called upon to effectuate the activities contemplated by this MOU. The Parties will explore the development of paid contracts with HBPI, and workforce pathway opportunities for HBPI members in connection with vegetation management, cultural monitoring, construction, trail stewardship, and other activities within HBPI's ancestral territory.

Section 5: Government-to-Government Contracting Framework

The Parties agree that this MOU establishes the government-to-government relationship and shared goals that will support direct contracting between GRTA and HBPI for goods and services within the scope of this MOU, consistent with applicable California law. Individual contracts shall be negotiated and executed as separate written agreements specifying scope of work, deliverables, compensation, schedule, and other terms. Nothing in this MOU obligates either Party to enter into any particular contract or expend any specific funds.

Section 6: Communication and Coordination

The Parties shall designate primary points of contact responsible for day-to-day communication and coordination under this MOU. The Parties commit to regular communication to discuss the status of ongoing and anticipated collaborative activities, contract opportunities, and any issues that arise in the course of the partnership. Either Party may request a meeting at any time.

GRTA's primary point of contact:

Elaine Hogan, Executive Director, elaine@thegreatredwoodtrail.org (707) 463-3280

HBPI's primary point of contact:

Vaughn Pena, Tribal Administrator, TA@hoplandtribe.com (707) 472-2100

Alternate: Lenny Powell, Tribal Councilman, LPowell@hoplandtribe.com (510) 329-1694

Section 7: Confidentiality

The Parties agree to maintain the highest degree of confidentiality with respect to sensitive tribal cultural information that is not publicly available — including maintaining the confidentiality of the location of protected culturally sensitive sites, ceremonial areas, and sacred sites — shared as confidential information in the course of activities under this MOU, within the limits of applicable law. GRTA shall not disclose such confidential information publicly or to third parties without the prior written consent of HBPI or as required by law.

Section 8: Non-Binding Nature of MOU; No Waiver of Sovereign Immunity

This MOU is a statement of intent and a framework for collaboration. It does not create legally binding obligations. Nothing in this MOU shall be construed as a waiver of the sovereign immunity of the Hopland Band of Pomo Indians or of any rights, privileges, or immunities of either Party.

SIGNATURES

The undersigned, being duly authorized representatives of their respective entities, hereby agree to the terms of this Memorandum of Understanding.

FOR GREAT REDWOOD TRAIL AGENCY:

Elaine Hogan, Executive Director, Great Redwood Trail Agency

Date: _____

FOR HOPLAND BAND OF POMO INDIANS:

Sonny J. Elliott Sr, Chairman, Hopland Band of Pomo Indians

Date: _____