

NON-BINDING MEMORANDUM OF UNDERSTANDING

I. PARTIES AND PURPOSE

The purpose of this Non-Binding Memorandum of Understanding (MOU) is to establish a collaboration between the Catalina Island Conservancy (CIC) and the Gabrieleno-Tongva Community (GTC) acting through the underlying signatories as representatives of the GTC. This MOU is a statement of intent to collaborate, and is not intended to be binding on the parties unless otherwise expressly stated below. No aspect of this MOU shall supersede or have authority over municipal, state, or federal laws and regulations, including Catalina Island Conservancy policy and procedures.

This MOU is entered into by the parties in the spirit of reciprocity and mutual respect between them that has existed for many years. It seeks to lay a foundation for collaborations that serve the Gabrieleno-Tongva Community and assist the Catalina Island Conservancy in delivering on its mission, including the development of educational and research resources that are inclusive and respectful of the first peoples of the land upon which the Conservancy resides.

For the term of this MOU, both parties agree to identify up to two liaisons to serve as the points of contact for this collaboration. GTC liaisons will be determined by the GTC representatives, and CIC liaisons will be determined by the CIC. These liaisons may be replaced or removed at the discretion of the appointing parties. Both CIC and GTC shall work with each other through their respective liaisons. The parties will provide each other notice if a liaison is changed.

The spirit and intention of this document reflect a mutual desire to begin the sharing of information and expertise through effective, respectful consultation, ongoing communication, and relationship building at the individual and community levels. The parties agree to a shared code of conduct and ethics that uphold these values and norms. Specifically, we agree that respect and dignity should be given to each other, and that our interactions should happen in a good way.

II. LAND ACKNOWLEDGMENT

The Catalina Island Conservancy acknowledges the Gabrieleno-Tongva Community as the traditional land caretakers of Tovaangar (the Los Angeles basin and Southern California Channel Islands). We recognize that the CIC is located on, presides over, and is responsible for, the stewardship of approximately 42,000 acres of Pimu (Catalina Island) that are situated on the traditional lands of the Gabrieleno-Tongva peoples. We extend our deepest respect to the Honuukvetam (Ancestors), "Ahihirom (Elders), and 'Eyoohiinkem (Relatives/Relations), past, present, and emerging.

CIC is committed to developing and implementing messages and methods for publicly acknowledging this fact. These efforts will include the following:

1. Written acknowledgment of the GTC and the fact that CIC sits on its traditional homelands, to be placed at prominent physical locations, on the CIC website, at the start of public-facing events, and as part of digital communications by CIC staff. GTC will provide consultation on the language for use. In selecting language for use, CIC will endeavor to accurately, authentically,

and respectfully represent the continuing presence of the GTC and the traditional connections of the Gabrieleno and Tongva peoples to the Island and the lands upon which CIC resides.

2. Specifically, new signage to be incorporated into strategic locations on the Island, including key areas of the Wrigley Memorial & Botanic Garden and the Trailhead Visitor Center gallery space. Additionally, new land acknowledgment signage will be installed at White's Restoration Site, Little Harbor Restoration Site, Ackerman Nursery in Middle Ranch, and at the Airport-in-the-Sky.
3. Addition of content to specific CIC staff, board, and employee manuals, as well as CIC and Internship handbooks, acknowledging the continuing presence of the GTC, as well as the historical significance of the GTC to the land upon which CIC resides. GTC will provide consultation on the language for use. In selecting language for use, CIC will endeavor to accurately, authentically, and respectfully represent the traditional connections of the Gabrieleno and Tongva peoples to the Island and the lands upon which CIC resides. This endeavor will include publications; public programs; education, public relations, and marketing initiatives, as well as fundraising programs.
4. Invitations to elders and other members designated by the GTC representatives to participate in a mutually agreeable statement about the history and cultural significance of their traditional lands.
5. Other projects determined by the parties to be mutually beneficial, feasible, and sustainable.

III. ACCESS TO TRADITIONAL HOMELANDS

CIC is committed to making available to members of the GTC the following CIC resources:

1. Complimentary hiking permits.
2. Overnight accommodation access at Laura Stein and Black Jack volunteer campsites up to a maximum of 24 people three times annually.
3. Complimentary access to Paradise Pass (individual with approved vehicle) and Wildlands Express Pass (to Airport and Little Harbor) up to three times per year for groups.
4. Flex rooms available at Trailhead (limited availability subject to advance notification), maximum twice annually per individual.
5. Guided vehicle access on Island up to three times per year for Gabrieleno-Tongva CIC purposes.
6. To the extent possible, CIC will aid in facilitating donated goods and services (e.g., Catalina Express ferry) that would support the intention of this agreement, but facilitation is not a requirement and/or expectation. (Note: Catalina Express ferry is an independent private company and not affiliated with CIC.)

Considering the high tourist season months, June-August, six months advanced planning and reservation requests are required. Visits and associated activities must be approved by CIC and adhere to CIC procedures. In addition, they must be for the purpose of advancing the goals as determined by this MOU and/or by those activities that advance or add value to the Gabrieleno-Tongva heritage (e.g., ceremonies, cultural activities, education, and research). GTC member access to the above stated benefits shall be coordinated through the GTC liaison(s).

IV. COLLABORATIVE PROGRAMMING

1. Sustainable land management. CIC agrees to provide access to traditional homelands and other resources on CIC land for the GTC to develop resources and programs for their community, as

mutually agreed upon by both parties and memorialized in any future memoranda of understanding.

- a. Materials for basketry
 - b. Harvest of elderberry
 - c. Gathering of plants for food, medicinal use, and other activities, as agreed upon by both parties and approved by state and federal rules governing Marine Protected Areas
 - d. Gathering of shells and rocks
 - e. Other programs that are determined by the parties to be mutually beneficial and reciprocal in the sharing of experiences and knowledge.
2. The GTC agrees that community members designated by the GTC representatives intend to be available to inform CIC staff about their traditional land management practices and to inform best practices for land and resource use/protection. These activities are intended to support and enrich learning about the GTC, as well as provide opportunities for connections with members of the GTC community. The GTC agrees to provide guidance related to, but not limited to, the following practices which will be assessed jointly at least once per year, if not more frequently:
 - Island artifacts and collections management
 - Indigenous names of plant and animal species on the Island
 - Education programs for CIC staff, volunteers, and diverse education participants
3. Other mutually agreed upon programs and travel determined by the parties to be appropriate and applicable, on a case-by-case basis, under the terms of this MOU.

VI. ONGOING COMMUNICATIONS AND COMMITMENT

1. The parties agree to meet as needed, but at a minimum semiannually, to discuss the activities described in this MOU and to build thereon as their collaboration matures. Meetings will include the CIC CEO and/or CIC Executive Team members and elders and members designated by the GTC.
2. CIC staff will work with GTC members to evaluate critical areas on and around CIC landholdings to mitigate impacts on their traditional homelands. The CIC will endeavor to provide advanced notice to the GTC about major developments or special initiatives beyond normal CIC business practices.
3. Each party acknowledges that certain information received from the other party may be non-public information that is confidential and proprietary in nature. This would include, but not be limited to, confidential or non-public information concerning the disclosing party's business, methods, programs, activities, services, donors, members, consumers, or finances, or sensitive tribal cultural information. CIC and GTC agree to hold any and all confidential information of the disclosing party in strict confidence and not to disclose such confidential information to any third party, unless required by law or authorized by the disclosing party. This Article VI, Section 3 provision is legally binding on both parties and shall survive the termination of this MOU.
4. The parties agree to cooperate and coordinate with respect to the nature, text, and timing of any press release(s) or public announcement(s) concerning this MOU and/or its execution. The Article VI, Section 4 provision is legally binding on both parties.

5. This MOU shall be governed by the laws of the State of California. Any and all claims or disputes relating to and/or arising from this MOU shall be resolved by binding arbitration in Los Angeles County, California before a single JAMS arbitrator pursuant to applicable JAMS rules. This Article VI, Section 5 provision is legally binding on both parties and shall survive the termination of this MOU.

VII. DURATION

The term of this Non-Binding Memorandum of Understanding shall be one (1) year from the date of its execution. It shall be renewed, if agreed to by both parties. Either party may choose to exercise its right to terminate the agreement at any time.

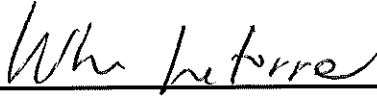
VIII. OTHER ITEMS

This Non-Binding Memorandum of Understanding can be terminated by either party by providing 90 days' notice in writing to the other party. In the event of termination, both parties will work to provide a smooth transition to accomplish the termination.

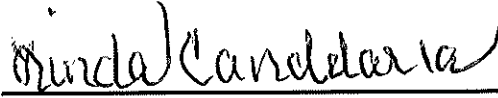
This Non-Binding Memorandum of Understanding may be amended only by the mutual consent of the parties. All amendments must be in writing and signed by both parties.

This paragraph is legally binding on both parties. Nothing in this Non-Binding Memorandum of Understanding, including any acknowledgments, descriptions, or statements by either of the parties regarding their land or their activities, shall create or be used as evidence of any legally enforceable rights, obligations, representations, or admissions by either party or by any third party. This paragraph is legally binding on both parties and shall survive the termination of this Non-Binding MOU.

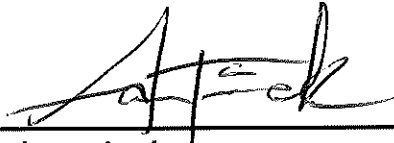
Agreed to on this date, September 13, 2025, by joint representatives of the Catalina Island Conservancy (CIC) and the Gabrieleno-Tongva Community (GTC):



Whitney Latorre
President and CEO
Catalina Island Conservancy



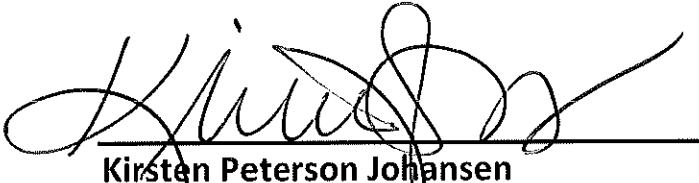
Linda Candelaria
Co-Chair
Gabrielino Tongva Tribe



Adam Finck
Chief of Programs
Catalina Island Conservancy



Mercedes Dorame
Co-Chair
Gabrielino Tongva Indians of California



Kirsten Peterson Johansen
Chief of External Affairs
Catalina Island Conservancy



Samantha M. Johnson Yang
Cultural Affairs Officer
San Gabriel Band of Mission Indians
Gabrieleño/Tongva



Gabrielle Crowe
Co-Chair and Secretary of Environmental Sciences
Gabrielino-Shoshone Nation of Southern California