

**SOBOBA BAND OF LUISEÑO INDIANS**  
**P.O. BOX 487, SAN JACINTO, CA 92581**

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**CULTURAL RESOURCE MONITORING AGREEMENT**

This CULTURAL RESOURCE MONITORING AGREEMENT ("Agreement") is made and entered into as of September <sup>20</sup>\_\_\_\_\_, 2021, by and between SOBOBA BAND OF LUISEÑO INDIANS, a federally recognized Indian tribe ("Soboba Band") and the CITY OF MENIFEE ("Developer") (Soboba Band and Developer are sometimes referred to individually as a "Party," and collectively as the "Parties").

**RECITALS**

**A. Subject Matter:** This Agreement concerns a Project located within the City/County of Meniffee owned by Developer, commonly referred to as the Holland Road / I-215 Overpass, CIP 13-03 (hereinafter referred to as the "Project") and as more particularly described in Attachment I to this Agreement. The CITY OF MENIFEE shall be referred to herein as the "Lead Agency."

**B. Purpose:** The purpose of this Agreement is to formalize procedures for tribal monitoring by the Soboba Band of Luiseño Indians during ground disturbing activities.

**The description of work.** Description of work for monitors for the grading and ground disturbing activities at the Project site is provided in Attachment II to this Agreement and incorporated herein by this reference. Section I of Attachment II specifies the duties and responsibilities of the identified tribal monitoring crew and other specified parties. Section II of Attachment II identifies the geographical area over which the tribal monitoring crew shall oversee and Sections III and IV of Attachment II mandate direct compensation of the tribal monitoring crew by THE CITY OF MENIFEE.

**Limitation on Scope.** This Agreement is unique to the Project only and does not set a precedent for other projects.

**Counterparts.** This Agreement may be signed in two or more counterparts and shall be effective when all the Parties and signatories have affixed their signatures to two or more of the counterparts and the counterparts have been delivered to all Parties, at which time the counterparts together will be deemed one original document.

9/22/2021

Date: (September\_\_\_\_, 2021)

**SOBOBA BAND OF LUISEÑO INDIANS**

DocuSigned by:

ISAIAH VIVANCO

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By: **Isaiah Vivanco, Tribal Chairman**  
**Soboba Band of Luiseño Indians**

Date: (September<sup>20</sup>\_\_\_\_, 2021)  
Representative

CITY OF MENFEE (Developer)

DocuSigned by:

Armando G. Villa

A96907ED91464C0

Armando G. Villa, City Manager

Attest:

DocuSigned by:

Sarah A. Manwaring

Sarah A. Manwaring, City Clerk

Approved as to Form:

DocuSigned by:

Jeffrey T. Melching, City Attorney

Jeffrey T. Melching, City Attorney

**Billing Contact & Associated Information:**

**Name: Finance Department**

**Address: 29844 Haun Road.**  
**Menifee. CA 92586**

**Phone Number: 951-672-6777**

**Email Address:**  
**accountspayable@cityofmenifee.us**

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## **Attachment II**

### **NATIVE AMERICAN MONITORING OF GRADING AND GROUND DISTURBING ACTIVITIES**

#### **I. Specifications**

Given the nature and sensitivity of the archaeological sites and cultural resources that are in or may be within the Project area, the Soboba Band of Luiseno Indians shall provide the tribal monitoring, consultation and facilitation for this project during the archeological investigations, and all ground disturbing activities for the Project. Tribal monitors will work in coordination with the Developer's designated onsite representative. The Native American monitors will be empowered to halt all earthmoving equipment in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that all surface and subsurface artifacts of significance shall be collected and mapped during this operation following standard archaeological practices.

After discovery of cultural items or features discussions will take place to determine the significance of the situation and best course of action for avoidance, protection of resources or data recovery as applicable.

#### **II. Project to be Monitored**

Monitoring shall encompass the area known as Holland Road / I-215 Overpass, CIP 13-03 as indicated in Recital A and Attachment I of this Agreement, and shall be known as the Project area. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and ground disturbing activities occurring in conjunction with the development of the Project.

#### **III. Project Crew Size**

The parties to this Agreement anticipate the need for a tribal monitoring crew initially consisting of one (1) person. The Developer's agrees to designate an onsite representative, who will be responsible for signing the tribal monitor's daily activity log at the close of each work day. If the scope of the work changes (e.g. inadvertent discoveries of cultural resources or simultaneous grading to require additional monitors, THE CITY OF MENIFEE to directly compensate the work of additional tribal monitors to the originally agreed upon crew (1) tribal monitors. The compensation rate shall be made directly from THE CITY OF MENIFEE to the Soboba Band of Luiseno Indians.

The Developer agrees to provide the Soboba Band of Luiseño Indians a minimum forty-eight (48) hour advance notice prior to the commencement of ground disturbing activities. Landowner will be subject to a \$1000 fee, for ground disturbing activities completed without the oversight of a Soboba Tribal Monitor, and without prior notification to the Soboba Band of Luiseno Indians.

#### IV. Compensation

The Soboba Band shall provide the tribal monitoring crew for this project be responsible for coordinating the tribal monitors' activities on this Project. The Soboba Band recognizes that dangerous conditions may exist on the work site, particularly during grading operations, and agrees to assume responsibility for the safety of the tribal monitoring crew while the crew remains on the Project site. The Soboba Band possess full coverage insurance for the tribal monitors. (Provided upon request)

THE CITY OF MENIFEE shall directly compensate the Soboba Band of Luiseno Indians in accordance with the following compensation rates and procedures. Invoice will be submitted on a monthly and be paid within 30 days to insure monitor compensation.

A minimum 4-hour half-day charge ("show up" time) shall be charged to the Developer for unannounced work stoppages of the tribal monitors that are not due to actions by the Soboba Band.

Per-Diem will also be set at the rate listed below.

Tribal Consultation for Discoveries	\$ 85.00 hourly rate
Native American Monitoring	\$ 90.00 hourly rate
Overtime (After 8 hours Daily or 40 Hours a week)	\$ 135.00
Daily Per-Diem	\$ 120.00 Per GSA
Double Time (After 12 hours Daily)	\$ 180.00
Administrative Fee	15% of Invoice