

Standard Monitoring Agreement

Between the

Cachil Dehe Band of Wintun Indians of the Colusa Indian Community Council

and

City of Colusa, California

This MONITORING AGREEMENT ("Agreement") is made and entered into as of October 7, 2025, by and between the **Cachil Dehe Band of Wintun Indians of the Colusa Indian Community Council, (CICC)** a federally recognized Indian tribe on the one hand, and City of Colusa, California, (CoCC) on the other hand. CICC and CoCC are collectively referenced hereinafter as the "Parties,"

I. RECITALS

A. Subject Matter: This Agreement concerns the use and/or development of real property located within the area of CoCC, and which is the subject of development by Contractor. The development is commonly known as Wescott Road Rehabilitation Project (25-102), hereinafter referenced as the "Project" and is described in Attachment I of this Agreement. As used herein, the Area of Potential Effect (or APE) includes Wescott Road and surrounding areas. Because the project involves ground disturbing activities, the Parties have agreed to the use of Cultural Monitors during the period of the project.

B. Purpose: The purpose of this Agreement is to establish fee schedules and terms for the use of Cachil Dehe cultural monitors for the Project; establish protocols for the relationship between Cachil Dehe and the Contractor.

II. TERMS

A. Term: This Agreement shall be effective when it has been executed by both Parties, and it shall remain in effect until the Project's completion.

C. Scope of Services and Specifications: Given the nature and sensitivity of archaeological sites and cultural resources that are or may be encountered during the Project,, CICC shall provide tribal monitoring and consultation for the Project during the archaeological investigations and all ground disturbing activities required for the Project. CICC monitors will work in collaboration with the archaeologists and Project engineers hired/employed by the CoCC.

D. Fee Schedule:

The fee schedule for the use of CICC monitors and staff is as follows:

Cultural Preservation Monitor (4 hour minimum)	\$75.00 hourly rate (per monitor)
Cultural Preservation Director (4 hour minimum)	\$200.00 (per hour)
Tribal Executives (4 hour minimum)	\$250.00 (per hour)
Overtime (over 8 hours in a day)	\$112.50 hourly rate (per monitor)
Weekend and Holiday Hours	\$112.50 hourly rate Saturday; and \$150.00 hourly rate Sunday and Holiday
Cultural Sensitivity Training	\$250.00 per session
Administrative Fee	15% of Invoice

Time will be billed in increments of 15 minutes. Cachil Dehe's monitors will bill for time spent traveling to and from any Project site. In addition, Cachil Dehe shall be reimbursed for all costs associated with travel to and from the Project. Eligible items for cost reimbursement shall include, but not be limited to, mileage (or fuel purchases, at the submitter's election), hotel, and per diem (GSA rate).

E. Coordination with County Coroner's Office: In the event human remains are discovered on or near the Project site during its development, CoCC shall immediately contact the appropriate County Coroner and the CICC Cultural Preservation Director, Director of Public Safety and/or the Tribal Chairman, whoever is first available. The County Coroner will comply with applicable laws related to the discovery of human remains. In the event that the remains are determined to be Native American, the County Coroner will comply with all applicable laws including notification of the Native American Heritage Commission.

H. Treatment and Disposition of Cultural Items (Artifacts): Ceremonial items and items of cultural patrimony reflect traditional religious beliefs and practices of the Tribe. CoCC agrees to return all Native American ceremonial items and items of cultural patrimony that may be found on the Project site to the Tribe for appropriate treatment.

I. **Ownership Relinquishment:** CoCC waives any and all claims to ownership of Native American ceremonial and cultural artifacts that may be found on the Project site.

J. **The Description of Work:** Description of work for CICC monitors for the grading and ground disturbing operations 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 cultural monitoring crew and other specified parties. Section II of Attachment II identifies the geographical area over which the cultural monitoring crew shall oversee cultural resource mitigation and monitoring.**

Executed by:

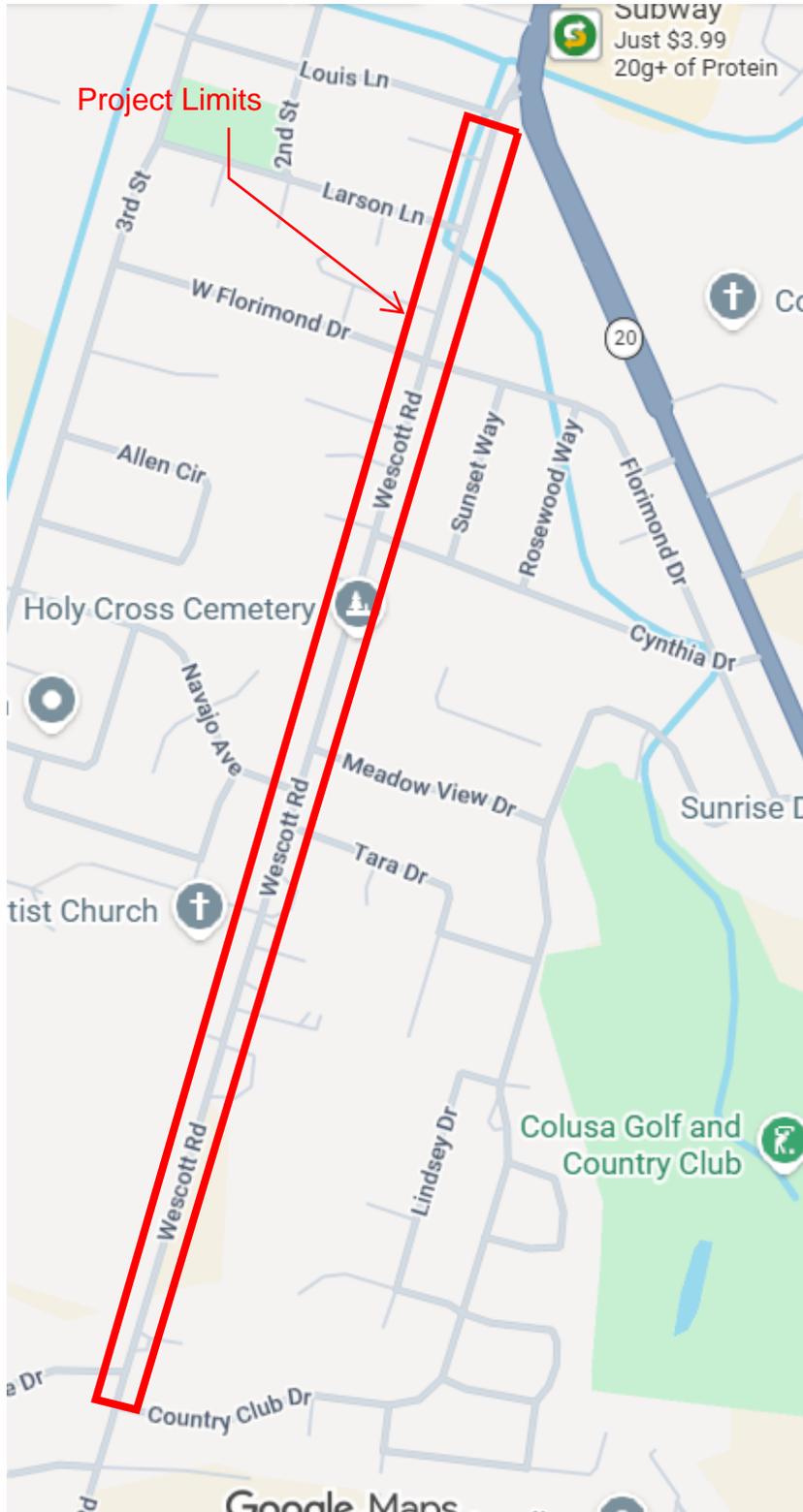
Date: _____

Wayne Mitchum Jr
Chairman
Cachil Dehe Band of Wintun Indians of the Colusa Indian Community Council

Date: _____

Name
Title
Contractor/Company Name

ATTACHMENT I



ATTACHMENT II

CULTURAL 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 Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (CICC), a federally recognized Indian tribe shall provide the cultural monitoring, consultation and facilitation for this Project during and all ground disturbing activities for the Project. The cultural 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 between the cultural monitors and CoCC will occur to determine the significance of the situation and best course of action for avoidance, protection of resources, and/or data recovery, as applicable.

- II. Project to be Monitored:** Monitoring shall encompass the area known as Wescott Road Rehabilitation Project (12-102) and shall be known as the Project area. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and groundbreaking activities occurring in conjunction with development of the Project.
- III. Project Crew Size:** The Parties to this Agreement project the need for a cultural monitoring crew size to be determined by the Tribe's Cultural Preservation Director. If the scope of the work changes (e.g., inadvertent discoveries of cultural resources or simultaneous grading of area that requires multiple cultural monitors), additional cultural monitors may be required. CoCC agrees to directly compensate CICC for all of the work performed by the cultural monitors. The compensation rate shall be made directly from CoCC to the CICC in accordance with Section IV. If human remains are found, the coordination of the reburial of those remains and any associated cultural and ceremonial items shall be conducted in accordance with Sections III and IV of this Agreement.
- IV. Compensation:** CICC shall provide the cultural monitoring crew for the Project and shall be responsible for coordinating the CICC monitors' activities on the Project. The CICC recognizes that dangerous conditions may exist on the work site, particularly during grading operations, and agrees to assume responsibility for the safety of the cultural monitoring crew while the crew remains on the Project site. The CICC possesses the necessary insurance to cover any bodily injury or property damage that may be suffered

by the cultural monitors and proof of such insurance shall be made available to CoCC upon request.

CoCC shall directly compensate the CICC in accordance with the compensation rates and procedures set out in the Monitoring Agreement. Invoices will be submitted on a monthly basis and shall be paid within 30 days of submittal to assure timely cultural monitor compensation and to further assure that cultural monitoring will not be terminated for the Project.

A minimum half-day charge ("show up" time) shall be charged to CoCC for unannounced work stoppages of the cultural monitors that are not due to actions by CICC.

- V. Rights of Access/Stoppage/Consultation upon Discovery:** CoCC will provide CICC cultural monitors with unencumbered access to the Project site as reasonably necessary for the monitors to effectively perform the services required by this Agreement. The CICC 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, Native American human remains, funerary objects, items of cultural patrimony, and any other cultural items shall be treated in accordance with applicable law and direction of the Tribe.

After discovery of cultural items or features, discussions between the CICC monitors and Tribal officials will occur to determine its significance and the best course of action for avoidance, protection of resources, and/or data recovery, as applicable. If determinations about the handling of such resources require further guidance from the CICC and/or the Cultural Resources Committee, CICC reserves the right to request a 30- day stoppage of work.