

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

905B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
December 18, 2012

**SUBJECT:** Master Cultural Resources Treatment and Tribal Monitoring Agreement  
Districts One, Two, Three, and Five/Districts One, Two, Three and Five

**RECOMMENDED MOTION:**

1. Approve the Cultural Resources Treatment and Tribal Monitoring Agreement (Agreement) between the District and the Pechanga Band of Luiseño Indians (Pechanga Tribe); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

This Agreement formalizes procedures for the treatment of Native American human remains, grave goods, ceremonial items and any cultural artifacts, in the event that any are discovered during construction of certain District's capital improvement projects.

Continued on page 2.

TT:bjp

*Steve Thomas*  
For **WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*Michael R Shetler*  
BY: Michael R. Shetler

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: December 18, 2012  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.:

District: 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup> / 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup>

Agenda Number:

11.5

FORM APPROVED COUNTY COUNSEL  
BY: *NEAL R. KIPNIS* DATE: 12/13/12  
Departmental Concurrence

Dept't Recomm.:  
Per Exec. Ofc.:

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** Master Cultural Resources Treatment and Tribal Monitoring Agreement  
Districts One, Two, Three and Five/Districts One, Two, Three and Five

**SUBMITTAL DATE:** December 18, 2012

**Page 2**

**BACKGROUND (continued):**

This Agreement also sets forth the terms and conditions by which a Pechanga Tribe monitor will be onsite during grading and ground disturbing activities associated with these certain capital improvement projects.

State planning law requires Cities and Counties to consult with California Native American Indian Tribes during the local planning process for the purpose of protecting Traditional Tribal Cultural Resources. The Native American Heritage Commission (NAHC) is the State Trustee Agency, as defined in the California Public Resources Code §21070, designated to protect California's Native American Cultural Resources. The NAHC recommends that contact be made with local tribes in order to get their input on potential project impacts. The NAHC maintains a List of Native American Indian Tribes with whom local governments should consult in order to get their inputs on potential project impacts. The Pechanga Band of Luiseño Indians is one of the appropriate culturally affiliated tribes typically identified by the NAHC for many of the District's capital improvement projects.

The Pechanga Tribe has documented information and the expertise to identify whether a project is located within a culturally sensitive area given its location in proximity to sacred villages and ceremonial sites. Therefore, the District and Pechanga Tribe have developed this Agreement to facilitate review and tribal monitoring of District projects located within culturally sensitive areas. No District funds will be expended pursuant to this Agreement. District costs will be incurred via future construction contract(s) for District's capital improvement project(s).

County Counsel has approved the Agreement as to legal form and the Pechanga Band of Luiseño Indians has executed the Agreement.

# MASTER CULTURAL RESOURCES TREATMENT AND TRIBAL MONITORING AGREEMENT

## Riverside County Flood Control & Water Conservation District

### I. PARTIES

The PARTIES to this Agreement are (1) The Pechanga Band of Luiseño Indians, a federally recognized Indian tribe ("PECHANGA TRIBE") and (2) Riverside County Flood Control and Water Conservation District ("DISTRICT").

All notices to the Parties shall be given at the addresses below:

#### Pechanga Band of Luiseño Indians

Mr. Gary DuBois, Director  
Pechanga Cultural Resources  
P.O. Box 2183  
Temecula, CA 92593  
Telephone: (951) 770-8100  
Facsimile: (951) 694-0446

#### General Counsel for the Pechanga Band

Michele Fahley, Deputy General Counsel  
Pechanga Band of Luiseño Indians  
Office of the General Counsel  
P.O. Box 1477  
Temecula, CA 92593  
Telephone: (951) 770-6179  
Facsimile: (951) 694-0734

#### Riverside County Flood Control and Water Conservation District

Warren D. Williams  
General Manager-Chief Engineer  
1995 Market Street  
Riverside, CA 92501  
Telephone: (951) 955-1200

### II. SUBJECT MATTER AND PURPOSE

This Agreement is intended to act as a Master Agreement for the treatment of Native American human remains, grave goods, funerary objects, ceremonial and sacred items, and cultural resources for DISTRICT projects that meet all of the following criteria ("COVERED PROJECT"):

- A) The DISTRICT is the Lead Agency for the project according to the California Environmental Quality Act ("CEQA"); and
- B) The project falls within an area that has been traced to and traditionally occupied by the PECHANGA TRIBE ("TRADITIONAL LAND") as shown on Exhibit "A", except the cities of Hemet, San Jacinto and east Moreno Valley; and
- C) The project requires grading, groundbreaking, excavation and ground-disturbing activities including, but not limited to construction, archaeological testing, studies, surveys, utility trenching, diking, grubbing and staging activities.

This Agreement also establishes procedures for tribal monitoring by the PECHANGA TRIBE of those COVERED PROJECTS that may also impact known significant Tribal cultural and archaeological sites as determined by the PECHANGA TRIBE during the CEQA environmental

review or those projects that both the PECHANGA TRIBE and the DISTRICT reasonably believe have a high potential to impact subsurface cultural resources ("MONITORED PROJECTS").

### **III. NATIVE AMERICAN REMAINS**

For the purpose of contacting the County Coroner as required by State law in the event potential human remains are discovered during a COVERED or MONITORED Project, the term Native American human remains shall be defined as set forth in Public Resource § Code 5097.98 (d):

- 1) Human remains of a Native American may be an inhumation or cremation, and in any state of decomposition or skeletal completeness; and
- 2) Any items associated with human remains that are placed or buried with Native American human remains are to be treated in the same manner as the remains, but do not by themselves constitute human remains.

### **IV. COORDINATION WITH COUNTY CORONER'S OFFICE AND MOST LIKELY DESCENDANT**

The DISTRICT shall immediately contact the County Coroner and the PECHANGA TRIBE in the event that any human remains are discovered during the construction of a COVERED PROJECT. Ground disturbing activities in that location shall cease and the human remains shall be left undisturbed in the place where they were discovered until the County Coroner has had the opportunity to inspect the human remains in place and make a determination of origin as required by State law. Further, the remains shall be left undisturbed until the MLD has been able to inspect the discovery and provide their recommendations to the DISTRICT and a final decision as to the treatment and disposition of the remains has been made pursuant to this Agreement and applicable State law. The County Coroner shall ensure that notification is provided to the NAHC as required by California Public Resources Code Section §5097.98(a).

In the event that Native American human remains are found during activities undertaken during a COVERED PROJECT, the PARTIES understand that the determination of Most Likely Descendant ("MLD") under California Public Resources Code Section 5097.98 will be made by the Native American Heritage Commission ("NAHC") upon notification to NAHC of the discovery of said remains at a project site. Until such time, neither the PECHANGA TRIBE nor the DISTRICT guarantees that the PECHANGA TRIBE or one of its members will be so named. However, given the history and prehistory of the area, the PARTIES agree that their good faith belief is that, when and if such Native American human remains are discovered at a project site, Tribal Chairperson Mark Macarro of the PECHANGA TRIBE will be named the MLD.

Should the NAHC determine that a member of an Indian tribe other than the PECHANGA TRIBE is the MLD, the provisions of this Agreement relating to the treatment of such Native American human remains shall be null and void in their entirety, except that, in such an event, the tribal monitoring provisions of Section IX, below, and any additional Addenda/Work Orders, as shown on Exhibit "B" to this Agreement, which are fully severable, shall continue in full force and effect.

## **V. TREATMENT OF NATIVE AMERICAN REMAINS AND BURIAL GOODS,**

In the event that Native American human remains are found during construction of a COVERED PROJECT and the PECHANGA TRIBE or a member of the PECHANGA TRIBE is determined to be MLD pursuant to Section IV of this Agreement, the following provisions shall apply.

The PECHANGA TRIBE shall be allowed, pursuant to California Public Resources Code Section 5097.98(a), to (1) inspect the site of the discovery and (2) make recommendations as to how the human remains and grave goods should be treated with appropriate dignity. The PECHANGA TRIBE shall complete its inspection and make its MLD recommendation within forty-eight (48) hours of receiving notification of the MLD determination from the NAHC.

The PECHANGA TRIBE'S traditions call for the burial of associated cultural resources with the deceased (grave goods and funerary objects), and the ceremonial burning of Native American human remains, funerary objects, grave goods and animals. Ashes and other remnants of these burning ceremonies, as well as grave goods and funerary objects, associated with or buried with the Native American remains, are to be treated in the same manner as bones, bone fragments and cremations.

The PARTIES understand that human remains and burial goods shall not be removed from their original resting place and shall remain free from any and all future ground disturbances, which is the preferred outcome under both the PECHANGA TRIBE'S TRADITIONS and State law, unless the DISTRICT can make a clear and convincing showing that available alternatives are unduly burdensome and that the public interest and necessity so require their disturbance and removal. The DISTRICT shall discuss and confer with the PECHANGA TRIBE all reasonable options with regard to its preferences and recommendations for treatment and disposition of human remains and burial goods. The PARTIES agree to discuss in good faith what constitutes "appropriate dignity," as that term is used in the applicable statutes and in accordance with the PECHANGA TRIBE'S customs and traditions.

## **VI. NON-DISCLOSURE OF LOCATION OF REBURIALS**

It is understood by the PARTIES that, unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, Cal. Govt. Code § 6250 et seq.

In addition, should lands considered "surplus" (and thus saleable) by the DISTRICT contain cultural resources (whether in their original context or reburied pursuant to agreement of the PARTIES), the DISTRICT shall offer the PECHANGA TRIBE a right of first refusal to purchase the property and/or discuss additional preservation efforts for such lands which may include transfer of the land to a land conservation organization, conservation easements and/or long-term preservation plans between the PECHANGA TRIBE and the DISTRICT. If the PECHANGA TRIBE decides not to exercise this right and the lands are to be sold to a third party buyer, the PECHANGA TRIBE understands that if required by law, the DISTRICT must disclose the presence of Native American remains during the escrow process.

## **VII. TREATMENT OF CULTURAL RESOURCES**

Treatment of all cultural items, including ceremonial items and archaeological items found on a COVERED PROJECT will reflect the religious beliefs, customs, and practices of the PECHANGA TRIBE.

The DISTRICT agrees to give all cultural items, including ceremonial items and archaeological items, which may be found at a COVERED PROJECT site to the PECHANGA TRIBE for appropriate treatment, unless the DISTRICT is otherwise ordered by a court or agency of competent jurisdiction. The DISTRICT waives any and all claims to ownership of Tribal ceremonial and cultural items, and all archaeological items which may be found on a project site in favor of the PECHANGA TRIBE. If temporary possession of cultural items by the DISTRICT or an agent, subcontractor, or representative of the DISTRICT is necessary to ensure compliance with project conditions or applicable laws or regulations (for example a project archaeologist), said entity or individual shall not possess those items for longer than is reasonably necessary, except that all PARTIES agree that ceremonial and sacred items shall be immediately relinquished to the PECHANGA TRIBE for appropriate treatment. The DISTRICT agrees that no ceremonial or sacred objects will be photographed. However, the PARTIES understand that the DISTRICT archaeologist will need to compile a field list of such objects for inclusion in the project monitoring compliance report. The DISTRICT archaeologist will not directly handle the ceremonial or sacred objects and will work with the Tribal Monitor(s) to prepare the field list. The PARTIES further agree and understand that no destructive testing of any means shall be conducted on ceremonial and/or sacred objects and human remains, unless permission is given in writing by the PECHANGA TRIBE.

## **VIII. MONITORING SIGNIFICANT SITES IMPACTED BY COVERED PROJECT**

During the environmental review process for COVERED PROJECTS the PECHANGA TRIBE shall advise the DISTRICT of possible impacts to significant Tribal cultural and archaeological sites. If significant sites are anticipated to be impacted by a COVERED PROJECT, tribal and archaeological monitoring and other appropriate mitigation measures shall be incorporated into the final environmental document for the project. A COVERED PROJECT with such mitigation measures will then be referred to as a "MONITORED PROJECT."

After the DISTRICT has completed the environmental review process for a COVERED PROJECT and significant sites are subsequently identified and/or discovered within the COVERED PROJECT footprint, the DISTRICT will consult with the PECHANGA TRIBE to jointly develop mitigation measures including, but not limited to, avoidance, other preservation methods or monitoring to address the newly discovered and significant site as required by applicable State law and this Agreement.

## **IX. PECHANGA TRIBAL MONITOR PROVISIONS**

Given the nature and sensitivity of the significant archaeological sites and cultural resources located within the TRIBE'S TRADITIONAL LAND, the PECHANGA TRIBE will designate monitor representatives to be retained as Tribal monitors for MONITORED PROJECTS undertaken pursuant to the Master Agreement and more fully described in the Addenda/Work Order(s) attached hereto as Exhibit "B". The DISTRICT will be responsible for obtaining permission from any landowners, if necessary, for the Tribal monitors and representatives of the PECHANGA TRIBE to enter the property for the purposes of fulfillment of the provisions of this Agreement.

## **A. SCOPE OF WORK FOR TRIBAL MONITORING - GENERAL**

Tribal monitors shall accompany DISTRICT archaeological field crews as directed for the purposes of observing and inspecting ongoing activities as described more fully in the attached Addendum/Work Order, and shall be present throughout the crew's normal work day. The Tribal monitor(s) will work only within the defined project area which area shall be identified by the DISTRICT in sufficient detail to aid the monitors in ensuring they remain within the required boundaries of the project area. The Tribal monitor shall also participate in any on-site project meetings, including safety meetings that occur during the normal work day.

Within seven (7) business days following the award of a construction contract for a MONITORED PROJECT the DISTRICT shall submit to the PECHANGA TRIBE an Addendum/Work Order, as shown on Exhibit "B", along with a set of project construction drawings and contract specifications. A pre-construction meeting to review the proposed project construction drawings and work order shall be held by the DISTRICT at least one day before the commencement of work. The PECHANGA TRIBE shall be invited to participate in this meeting.

If Native American human remains are discovered during a MONITORED PROJECT they will be treated pursuant to Sections III through VII above. If culturally significant items are found, the Tribal monitor(s) is further authorized to temporarily halt and/or divert excavation activities, for short periods of time, to allow the PECHANGA TRIBE, in conjunction with District Archaeologist, to conduct further evaluation of the significance of discovered cultural items, including further controlled excavations and recovery of cultural items, if appropriate. If Tribal monitor(s) temporarily halt and/or divert excavation activities, they shall immediately notify the DISTRICT's archaeologist and inspector/construction manager. No cultural items may be removed from the location of their discovery until adequate data including GPS point coordinates are taken by the DISTRICT archaeologist working in coordination with the Tribal monitor(s).

## **B. SCOPE OF WORK FOR TRIBAL MONITORING – ADDENDA/TASK ORDERS**

Each project to be monitored by the PECHANGA TRIBE under this Agreement will be fully set forth in an attached and executed Addendum/Work Order prepared by DISTRICT and reviewed and approved by the PECHANGA TRIBE.

The Addenda/Work Orders shall include, at a minimum:

- i. The Scope of Work
- ii. The Location of Work, including a map of Work Area
- iii. A Fee Schedule and Budget (not to exceed price)
- iv. The Period of Performance
- v. Any archaeological monitoring or grading plan, if available.

The PECHANGA TRIBE shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished by the PECHANGA TRIBE under this Agreement and all Addenda/Work Orders.

### **C. TRIBAL MONITOR CREW SIZES**

The PARTIES to this Agreement anticipate the need for a Tribal monitoring crew consisting of one or two tribal monitors, depending on the extent and nature of the project. If the scope of work changes to require additional Tribal monitors (for example, if inadvertent discoveries of cultural resources are made or simultaneous work in two or more geographic areas), the DISTRICT agrees to come to a reasonable agreement with the PECHANGA TRIBE regarding increasing the crew size to more than two tribal monitors.

### **D. TRIBAL MONITOR SAFETY**

The PECHANGA TRIBE recognizes that dangerous conditions can exist at a project work site, particularly during grading operations, and agrees to assume responsibility for the safety of the Tribal monitoring crew while on a project site. In performing the scope of work as identified in the Addendum/Work Order, the Pechanga Tribal monitors shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority have jurisdiction for the safety of persons or property and protect the same from damage, injury or loss. The PECHANGA TRIBE and monitors shall take all reasonable precautions to prevent damage, injury or loss to all persons performing services hereunder, all materials and equipment utilized, and all other property at the site of the work performed under the Addendum/Work Order.

### **E. TRIBAL MONITOR COMPENSATION**

The PECHANGA TRIBE shall hire the Tribal monitoring crew for MONITORED PROJECTS and shall be responsible for coordinating their activities on each MONITORED PROJECT.

The DISTRICT shall compensate the Tribal monitors at \$60.00 per hour, plus reimbursement for all reasonable and documented mileage expenses at the current Federal Travel Regulation mileage rate. The hourly rate of compensation paid to the Tribal monitor shall be adjusted for inflation based on 2013 dollars. The adjustment, if any, shall be calculated in accordance with the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index. Hourly rate compensation adjustments shall not be made prior to 2012, and only once a year thereafter. For purposes of rate compensation adjustment, a year commences on January 1st. A minimum half-day charge ("show up time") will be charged to the DISTRICT for unannounced work stoppages of Tribal monitors which are not due to actions of the PECHANGA TRIBE.

Overtime rates of time and a half (\$90 per hour) of the quoted rate apply for "after hours" and "weekend" work. For purposes of this Agreement, "after hours work" is defined as services performed beyond an eight hour day from start of construction. "Weekend work" is defined as services performed between close of the eight-hour construction day on Friday and start of construction work Monday morning. Holiday rates of double time (\$120 per hour) of the quoted rate apply for all holiday work. The hourly rate will not be applicable to travel time to and from a MONITORED PROJECT site.

The DISTRICT agrees that the PECHANGA TRIBE may invoice the DISTRICT for the Tribal monitors' compensation on a monthly basis. Such invoices shall include any receipts



associated with said invoices. The DISTRICT also agrees to remit payment in full to the following address within thirty (30) days of receipt of the PECHANGA TRIBE'S invoice:

Accounts Receivable  
 Pechanga Band of Luiseño Indians  
 P.O. Box 1477  
 Temecula, CA 92593

The rates contained within this Agreement may not be changed unless by the mutual, written agreement of the PARTIES.

#### **X. ASSIGNMENT**

Neither party may assign this Agreement without the express, written consent of both PARTIES.

#### **XI. ENVIRONMENTAL COMPLIANCE**

Nothing in this Agreement shall excuse the DISTRICT from their obligations under any applicable state or federal laws or regulations, including but not limited to the California Environmental Quality Act (CEQA); Public Resources Code § 21000 et seq., the National Historic Preservation Act ("NHPA") 16 U.S.C. § 470 et seq.; California Public Resources Code Sections 5097.98, 5097.98(c), and 5097.99; California Health and Safety Code Sections 7050.5(c); California Government Code Section 6254, 65040.2, 65092, 65351, 65352, 65560, 65352.3, 65352.4, 65562.5; California Civil Code 815.3; the Native American Graves Protection and Repatriation Act, 25 U.S.C. § 3001 et seq.; the California Native American Graves Protection and Repatriation Act of 2001, California Health and Safety Code §§8010 et seq.; the American Indian Religious Freedom Act, 16 U.S.C. § 1996, et seq., and the First Amendment to the United States Constitution. Nothing in this Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable.

#### **XII. RETENTION OF TRIBAL CONSULTATION RIGHTS**

Nothing in this Agreement or the Addenda/Work Orders or the execution of same shall prevent the PECHANGA TRIBE from engaging in or invoking its consultation rights pursuant to applicable laws for any development project or permit application for the properties which are the subject of the Addenda/Work Orders attached to this Agreement.

#### **XIII. MUTUAL INDEMNIFICATION**

The PECHANGA TRIBE expressly agrees to indemnify, defend and hold harmless the DISTRICT, (including its officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors) from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of or in any way connected with intentional or gross negligence of any PECHANGA TRIBE (including its officers, employees, agents, representatives, independent contractors, and subcontractors) occurring on the Project site.

The DISTRICT expressly agrees to indemnify, defend and hold harmless the PECHANGA TRIBE (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of or in any way connected with intentional or gross negligence of any DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) occurring on the Project site.

#### **XIV. INSURANCE**

The PECHANGA TRIBE possesses liability insurance of its Tribal monitors and meets the requirements set forth in Exhibit "C". The PECHANGA TRIBE will provide to DISTRICT the required certificates and endorsements set forth in Exhibit "A" within 15 working days of the execution of the respective Addendum/Work Order attached to this Agreement for each MONITORED PROJECT. The PECHANGA TRIBE shall maintain the Policy in full force and effect during the term of the related project.

#### **XV. SEVERABILITY**

Should any part of this Agreement be found by any court or agency of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

#### **XVI. AGENCY AND AUTHORITY TO EXECUTE**

Each of the persons executing this Agreement expressly warrants that he or she is authorized to do so on behalf of the entity for which he or she is executing this Agreement. Each party to this Agreement represents and warrants that this Agreement is executed voluntarily, with full knowledge of its significance.

#### **XVII. WAIVER**

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

#### **XVIII. ENTIRE AGREEMENT**

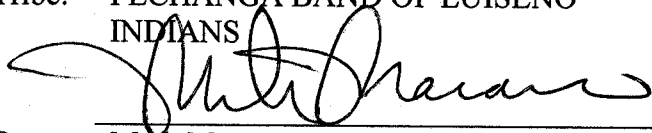
This writing contains the entire agreement of the PARTIES relating to the subject matter hereof; and the PARTIES have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

**XIX. COUNTERPARTS**

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

Date: 11/30/12

Tribe: PECHANGA BAND OF LUISEÑO  
INDIANS



By: Mark Macarro  
Its: Chairman

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

DEC 18 2012

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By Steve Thomas  
FOR WARREN D. WILLIAMS  
General Manager-Chief Engineer

By Marion Ashley  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

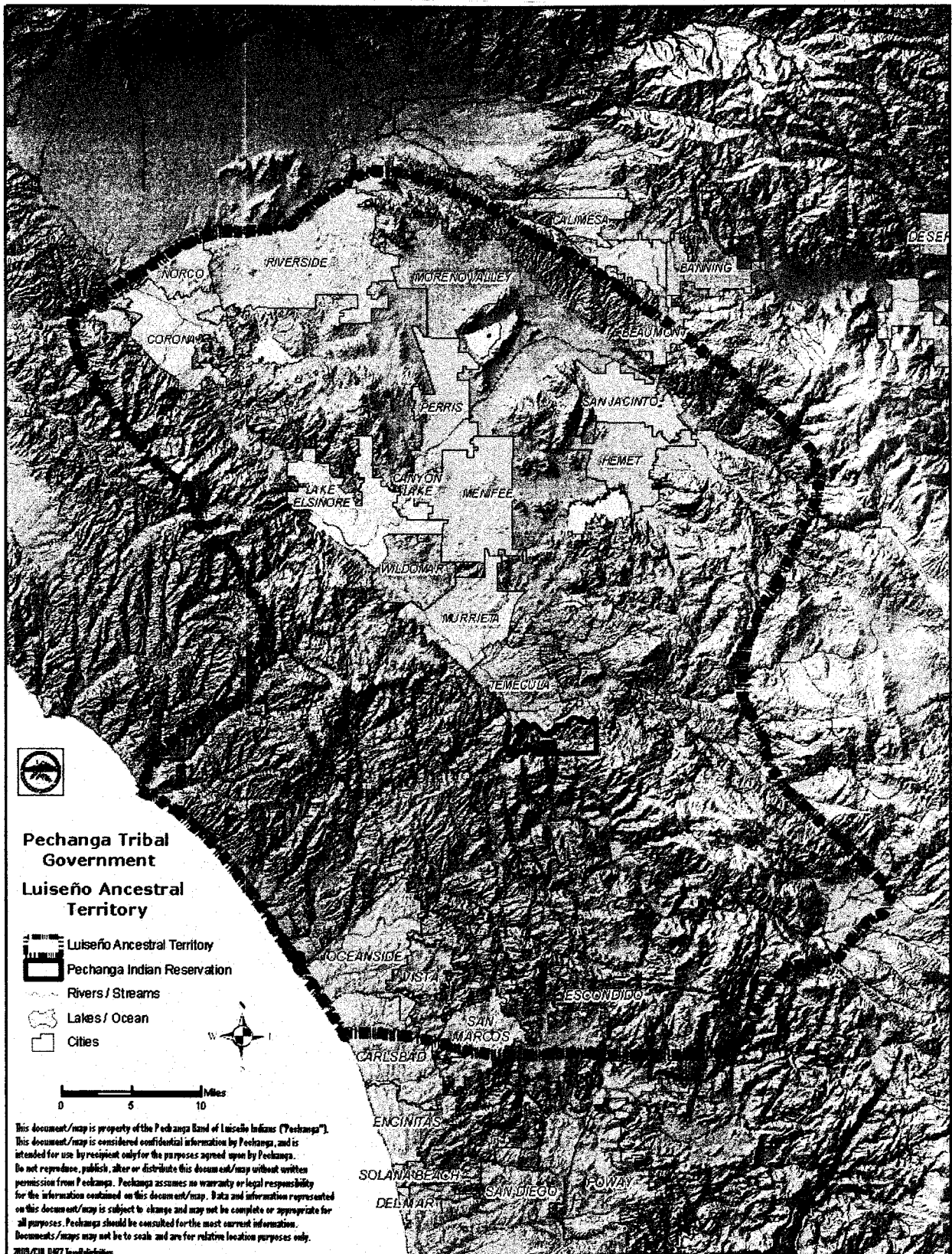
KECIA HARPER-IHEM  
Clerk of the Board

By Neal Kipnis  
NEAL KIPNIS  
Deputy County Counsel

By Karen Dayton  
Deputy

(SEAL)

Master Cultural Resources Treatment  
and Tribal Monitoring Agreement  
AD:TT:bjp  
11/15/12



The Luiseno Ancestral Territory, sometimes referred to as the Aboriginal Territory, is the geographical area which comprises of our People's customs, traditions, sacred locations, ceremonial areas, material culture, and known villages. Besides providing a modern-layer of modern/ local lead agencies, the (above) linked map depicts the cardinal-direction-edges and everywhere in-between, where was spoken our *atáaxum chamtéela* --our Luiseno Language. The Northern-extent was limited by the Santa Ana River, which now restrains Riverside, Norco, and Corona's Northern borders. The Eastern-border extended from the Mt. San Jacinto-area now known as Idyllwild. Although the Cahuilla and Ramona Reservations were located nearby in the historic-era, this area is anthropologically considered Luiseno. Our Origin Songs, named-places (called Placenames), and Luiseno Ceremonial Rockart also identify this Ancestral Eastern boundary. The Ancestral Southern-border extended to the Northern Escondido. The Territory then follows a geographical east-to-west line of hills from Escondido west, ultimately leading to the Pacific Ocean (via Agua Hedionda Creek in the City of Carlsbad). The Western boundary extends from present day Camp Pendelton to the Southern Channel Islands. Our Indian name for our Luiseno People is in fact *Payómkawichum*. *Payómik* is the direction of west and *atáaxum* means --the people. When combined the word describes --the People of the West or Western People.

EXHIBIT "B"

ADDENDUM # \_\_\_ /WORK ORDER
MASTER CULTURAL RESOURCE TREATMENT
AND TRIBAL MONITORING AGREEMENT

Date:
Work Order No.:
Company/Project Contractor: Riverside County Flood Control and Water Conservation District ("District")
Tribe: The Pechanga Band of Luiseño Indians, a federally recognized Indian tribe ("Pechanga Tribe")
Project:

This Work Order is made for the procurement of services required by District in connection with the development of
(Project description).

District and the Pechanga Tribe entered into a Master Cultural Resources Treatment and Tribal Monitoring Agreement (MSA) for Work Order services. Except as otherwise specified herein, the terms and conditions of that Agreement are incorporated in this Work Order by reference.

- 1. Scope of Work: The Pechanga Tribe shall furnish qualified personnel, equipment, materials and supplies necessary to perform services as described herein on a Time and Materials basis.
2. Period of Performance: The period of performance of this task order shall be from
3. Compensation: The Tribe shall be compensated in accordance with the terms of the MSA an amount not to exceed a total of
4. Communications: The Pechanga Tribe's technical contact for this Work Order shall be District's
5. Location: The services to meet the Scope of Work for this Work Order shall be performed at
6. Work Order Modifications: Modifications or change orders to this Work Order will be agreed upon between District and the Pechanga Tribe pursuant to the terms of the MSA.

TRIBE:
PECHANGA BAND OF LUISEÑO INDIANS

DISTRICT:
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By:
MARK MACARRO
Tribal Chairman

By:

Date:

Date:

**EXHIBIT C****INSURANCE REQUIREMENTS****A. Workers Compensation (if applicable)**

The Pechanga Tribe shall furnish District with a certificate of workers compensation insurance indicating compliance with a workers compensation program and employer's liability insurance with a minimum of \$1,000,000.00 for injury, death, or disease to any employee.

**B. General Liability and Automobile Liability Coverage**

The Pechanga Tribe shall, at its own expense, maintain during the performance of this Agreement professional liability, general liability, and auto liability insurance of the coverage and amount provided below:

1. Automobile Liability Insurance shall include coverage for bodily injury and property damage for owned (if any), hired, and non-owned vehicles and shall be not less than \$1,000,000.00 combined limit for any one occurrence.
2. Comprehensive or Commercial General Liability Insurance shall include coverage for bodily injury, property damage, and personal injury for premises operations, products/completed operation, and contractual liability. The amount of the insurance shall not be less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate.

**C. Additional Insurance Provisions**

Comprehensive or Commercial General Liability Insurance shall include an endorsement adding District as additional insured regarding work performed by the Pechanga Tribe, contain a severability of interest clause, and provide that District shall not incur liability to the insurance carrier for payment of premium.