



Comment Draft EIR - APP 2407018

1 message

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Mon, Dec 1, 2025 at 11:09 AM

To: Aaron Lui

Cc: Eric Hernandez <ehernandez@yochadehe.gov>, Socorro Reyes-Gutierrez <srgutierrez@yochadehe.gov>

We have reviewed the draft EIR for application number 2407018.

We would like to have the following revised in the mitigation measures:

- Remove the reference to flagging sensitive areas. Please note in the measures we will have Tribal Monitors on site for any sensitive areas.
- Remove any reference to 50-foot buffer. All buffers should be revised to state 100-foot buffers.
- We have included our Burial Treatment Protocol, please include this in the EIR.

Please see attached Burial Treatment Protocol and Monitoring Agreement for any CST or Monitoring during project.



Call Socorro Reyes-Gutierrez if you have any questions.

**Rebekah Canavesio***Cultural Resources Administrative Manager***Yocha Dehe Wintun Nation**

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2 attachments**Burial Treatment Protocol.pdf**

230K

**YDWN Standard Monitoring Agreement.docx**

44K



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Treatment Protocol for Handling Human Remains and Cultural Items Affiliated with the Yocha Dehe Wintun Nation

The purpose of this Protocol is to formalize procedures for the treatment of Native American human remains, grave goods, ceremonial items, and items of cultural patrimony, in the event that any are found in conjunction with development, including archaeological studies, excavation, geotechnical investigations, grading, and any ground disturbing activity. This Protocol also formalizes procedures for Tribal monitoring during archaeological studies, grading, and ground-disturbing activities.

I. Cultural Affiliation

The Yocha Dehe Wintun Nation (“Tribe”) traditionally occupied lands in Yolo, Solano, Lake, Colusa and Napa Counties. The Tribe has designated its Cultural Resources Committee (“Committee”) to act on the Tribe's behalf with respect to the provisions of this Protocol. Any human remains which are found in conjunction with Projects on lands culturally-affiliated with the Tribe shall be treated in accordance with Section III of this Protocol. Any other cultural resources shall be treated in accordance with Section IV of this Protocol.

II. Inadvertent Discovery of Native American Human Remains

Whenever Native American human remains are found during the course of a Project, 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 the NAHC of the discovery of said remains at a Project site. If the location of the site and the history and prehistory of the area is culturally-affiliated with the Tribe, the NAHC contacts the Tribe; a Tribal member will be designated by the Tribe to consult with the landowner and/or project proponents.

Should the NAHC determine that a member of an Indian tribe other than Yocha Dehe Wintun Nation is the MLD, and the Tribe is in agreement with this determination, the terms of this Protocol relating to the treatment of such Native American human remains shall not be applicable; however, that situation is very unlikely.

III. Treatment of Native American Remains

In the event that Native American human remains are found during development of a Project and the Tribe or a member of the Tribe is determined to be MLD pursuant to Section II of this Protocol, the following provisions shall apply. The Medical Examiner shall immediately be notified, ground disturbing activities in that location shall cease and the Tribe shall be allowed, pursuant to California Public Resources Code Section 5097.98(a), to (1) inspect the site



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of the discovery and (2) make determinations as to how the human remains and grave goods should be treated and disposed of with appropriate dignity.

The Tribe shall complete its inspection and make its MLD recommendation within forty-eight (48) hours of getting access to the site. The Tribe shall have the final determination as to the disposition and treatment of human remains and grave goods. Said determination may include avoidance of the human remains, reburial on-site, or reburial on tribal or other lands that will not be disturbed in the future.

The Tribe may wish to rebury said human remains and grave goods or ceremonial and cultural items on or near the site of their discovery, in an area which will not be subject to future disturbances over a prolonged period of time. Reburial of human remains shall be accomplished in compliance with the California Public Resources Code Sections 5097.98(a) and (b).

The term "human remains" encompasses more than human bones because the Tribe's traditions call for the burial of associated cultural items with the deceased (funerary objects), and/or the ceremonial burning of Native American human remains, funerary objects, grave goods and animals. Ashes, soils and other remnants of these burning ceremonies, as well as associated funerary objects and unassociated funerary objects buried with or found near the Native American remains are to be treated in the same manner as bones or bone fragments that remain intact.

IV. Non-Disclosure of Location of Reburials

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.* The Medical Examiner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r). The Tribe will require that the location for reburial is recorded with the California Historic Resources Inventory System ("CHRIS") on a form that is acceptable to the CHRIS center. The Tribe may also suggest that the landowner enter into an agreement regarding the confidentiality of site information that will run with title on the property.

V. Treatment of Cultural Resources

Treatment of all cultural items, including ceremonial items and archeological items will reflect the religious beliefs, customs, and practices of the Tribe. All cultural items, including ceremonial items and archeological items, which may be found at a Project site should be turned over to the Tribe for appropriate treatment, unless otherwise ordered by a court or agency of competent jurisdiction. The Project Proponent should waive any and all claims to ownership of



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Tribal ceremonial and cultural items, including archeological items, which may be found on a Project site in favor of the Tribe. If any intermediary, (for example, an archaeologist retained by the Project Proponent) is necessary, said entity or individual shall not possess those items for longer than is reasonably necessary, as determined solely by the Tribe.

VI. Inadvertent Discoveries

If additional significant sites or sites not identified as significant in a Project environmental review process, but later determined to be significant, are located within a Project impact area, such sites will be subjected to further archeological and cultural significance evaluation by the Project Proponent, the Lead Agency, and the Tribe to determine if additional mitigation measures are necessary to treat sites in a culturally appropriate manner consistent with CEQA requirements for mitigation of impacts to cultural resources. If there are human remains present that have been identified as Native American, all work will cease for a period of up to 30 days in accordance with Federal Law.

VIII. Work Statement for Tribal Monitors

The description of work for Tribal monitors of the grading and ground disturbing operations at the development site is attached hereto as Addendum I and incorporated herein by reference.



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ADDENDUM I

**Yocha Dehe Wintun Nation
Tribal Monitors
Description of Work and Treatment Protocol**

I. Preferred Treatment

The preferred protocol upon the discovery of Native American human remains is to (1) secure the area, (2) cover any exposed human remains or other cultural items, and (3) avoid further disturbances in the area.

II. Comportment

All parties to the action are strongly advised to treat the remains with appropriate dignity, as provided in Public Resource Code Section 5097.98. We further recommend that all parties to the action treat tribal representatives and the event itself with appropriate respect. For example, jokes and antics pertaining to the remains or other inappropriate behavior are ill advised.

III. Excavation Methods

If, after the Yocha Dehe Tribal representative has been granted access to the site and it is determined that avoidance is not feasible, an examination of the human remains will be conducted to confirm they are human and to determine the position, posture, and orientation of the remains. At this point, we recommend the following procedures:

(A) Tools. All excavation in the vicinity of the human remains will be conducted using fine hand tools and fine brushes to sweep loose dirt free from the exposure.

(B) Extent of Exposure. In order to determine the nature and extent of the grave and its contents, controlled excavation should extend to a full buffer zone around the perimeter of the remains.

(C) Perimeter Balk. To initiate the exposure, a perimeter balk (especially, a shallow trench) should be excavated, representing a reasonable buffer a minimum of 10 cm around the maximum extent of the known skeletal remains, with attention to counter-intuitive discoveries or unanticipated finds relating to this or other remains. The dirt from the perimeter balk should be bucketed, distinctly labeled, and screened for cultural materials.

(D) Exposure Methods. Excavation should then proceed inward from the walls of the balk as well as downward from the surface of the exposure. Loose dirt should be scooped out and brushed off into a dustpan or other collective device. Considerable care should be



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given to ensure that human remains are not further impacted by the process of excavation.

(E) Provenience. Buckets, collection bags, notes, and tags should be fully labeled per provenience, and a distinction should be made between samples collected from: (1) **Perimeter Balk** (described above), (2) **Exposure** (dirt removed in exposing the exterior/burial plan and associations, and (3) **Matrix** (dirt from the interstices between bones or associations). Thus, each burial may have three bags, “Burial 1 Perimeter Balk,” “Burial 1 Exposure Balk,” “Burial 1 Matrix.”

Please note the provisions below with respect to handling and conveyance of records and samples.

(F) Records. The following records should be compiled in the field: (1) a detailed scale drawing of the burial, including the provenience of and full for all human remains, associated artifacts, and the configuration of all associated phenomena such as burial pits, evidence for preinterment grave pit burning, soil variability, and intrusive disturbance, (2) complete a formal burial record using the consultants proprietary form or other standard form providing information on site #, unit or other proveniences, level depth, depth and location of the burial from a fixed datum, workers, date(s), artifact list, skeletal inventory, and other pertinent observations, (3) crew chief and worker field notes that may supplement or supercede information contained in the burial recording form, and (4) photographs, including either or standard photography or high-quality (400-500 DPI or 10 MP recommended) digital imaging.

(G) Stipulations for Acquisition and Use of Imagery. Photographs and images may be used only for showing location or configuration of questionable formation or for the position of the skeleton. They are not to be duplicated for publication unless a written release is obtained from the Tribe.

(H) Association. Association between the remains and other cultural materials should be determined in the field in consultation with an authorized Tribal representative, and may be amended per laboratory findings. Records of provenience and sample labels should be adequate to determine association or degree of likelihood of association of human remains and other cultural materials.

(I) Samples. For each burial, all **Perimeter Balk** soil is to be 1/8”-screened. All **Exposure** soil is to be 1/8”-screened, and a minimum of one 5-gallon bucket of excavated but unscreened Exposure soil is to be collected, placed in a plastic garbage bag in the bucket. All **Matrix** soil is to be carefully excavated, screened as appropriate, and then collected in plastic bags placed in 5-gallon buckets.



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(J) Human remains are not to be cleaned in the field.

(K) Blessings. Prior to any physical action related to human remains, a designated tribal representative will conduct prayers and blessings over the remains. The archaeological consultant will be responsible for insuring that individuals and tools involved in the action are available for traditional blessings and prayers, as necessary.

IV. Lab Procedures

No laboratory studies are permitted without consultation with the tribe. Lab methods are determined on a project-specific basis in consultation with Yocha Dehe Wintun Nation representatives. The following procedures are recommended:

(A) Responsibility. The primary archaeological consultant will be responsible for insuring that all lab procedures follow stipulations made by the Tribe.

(B) Blessings. Prior to any laboratory activities related to the remains, a designated tribal representative will conduct prayers and blessings over the remains. The archaeological consultant will be responsible for insuring that individuals and tools involved in the action are available for traditional blessings and prayers, as necessary.

(C) Physical Proximity of Associations. To the extent possible, all remains, associations, samples, and original records are to be kept together throughout the laboratory process. In particular, **Matrix** dirt is to be kept in buckets and will accompany the remains to the lab. The primary archaeological consultant will be responsible for copying all field records and images, and insuring that the original notes and records accompany the remains throughout the process.

(E) Additional Lab Finds. Laboratory study should be done making every effort to identify unanticipated finds or materials missed in the field, such as objects encased in dirt or human remains misidentified as faunal remains in the field. In the event of discovery of additional remains, materials, and other associations the tribal representatives are to be contacted immediately.

V. Re-internment without Further Disturbance

No laboratory studies are permitted on human remains and funerary objects. The preferred treatment preference for exhumed Native American human remains is reburial in an area not subject to further disturbance. Any objects associated with remains will be reinterred with the remains.



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VI. Curation of Recovered Materials

Should all, or a sample, of any archaeological materials collected during the data recovery activities – with the exception of Human Remains – need to be curated, an inventory and location information of the curation facility shall be given to tribe for our records.

Standard Monitoring Agreement
Between
Yocha Dehe Wintun Nation
And
[REDACTED]

This MONITORING AGREEMENT ("Agreement") is made and entered into as of [REDACTED], [REDACTED], by and between the **Yocha Dehe Wintun Nation**, a federally recognized Indian tribe ("Yocha Dehe" or "Tribe") on the one hand, and [REDACTED] (**hereinafter "Contractor"**) on the other hand. Yocha Dehe and Contractor 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 [REDACTED], and which is the subject of development by Contractor. The development is commonly known as [REDACTED] with Yocha Dehe Identification Number, YD-[REDACTED], 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 [REDACTED].

B. Purpose: The purpose of this Agreement is to establish fee schedules and terms for the use of Yocha Dehe tribal monitors for the Project; establish protocols for the relationship between Yocha Dehe and the Contractor; formalize procedures for the treatment of Native American human remains, grave goods, ceremonial items and any cultural artifacts, in the event that any are found in conjunction with the Project's development, including archaeological studies, excavation, geotechnical investigations, grading and any ground disturbing activity. This Agreement is entered into as mitigation under the California Environmental Quality Act ("CEQA") and/or the National Environmental Policy Act ("NEPA") and Section 106 of the National Historic Preservation Act ("Section 106"), and any such mitigation may be a condition of approval for said Project.

C. Cultural Affiliation: The Tribe traditionally occupied, and can trace its historical ties to, land in the Project's Area of Potential Effect ("APE" or "Project Area"). The Project is within the boundaries of the Yocha Dehe Linguistic Territory. Thus, cultural resources identified in the APE are related to the history and tradition of the Yocha Dehe Wintun Nation and Patwin speaking peoples. Yocha Dehe has designated its Cultural Resources Department to act on its behalf with respect to the provisions of this Agreement. Any Native American human remains, grave goods, ceremonial items, and cultural items or artifacts that are found in conjunction with the development of this Project shall be treated in accordance with the Provisions of this Agreement.

II. TERMS

A. Incorporation of Recitals: All of the foregoing recitals are accurate and are incorporated in this Agreement by reference.

B. Term: This Agreement shall be effective as of the date of execution 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 within the Project area (a map of which is shown and attached hereto as Attachment I). Yocha Dehe shall provide tribal monitoring and consultation for the Project during the archaeological investigations and all ground disturbing activities required for the Project. Yocha Dehe monitors will work in collaboration with the archaeologists, inspectors, project managers and other consultants hired/employed by the Contractor.

D. **Fee Schedule:**

The fee schedule for the use of Yocha Dehe Wintun Nation monitors and staff is as follows;

Native American Monitoring	\$82.50 hourly rate (per monitor)
Overtime (over 8 hrs in a day)	\$123.75 hourly rate (per monitor)
Weekend and Holiday Hours	\$123.75 hourly rate Saturday; and \$165.00 hourly rate Sunday and Holiday
Cultural Resources Manager (4 hour minimum)	\$192.50 (per hour)
Tribal Historic Preservation Officer/ Cultural Resources Director (4 hour minimum)	\$220.00 (per hour)
Tribal Executives (4 hour minimum)	\$220.00 (per hour)
Cultural Sensitivity Training	\$300.00
Tribal Records Search	\$150.00
Ground Penetrating Radar	\$1,000 (per day)
Administrative Fee	15% of Invoice

Yocha Dehe's monitors will bill for time spent traveling to and from any Project site. In addition, Yocha 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 at the going annual IRS mileage rate.

Yocha Dehe shall submit an invoice to Contractor on the tenth business day of each month for services performed for the prior month. Each monthly invoice shall provide information regarding the time spent, the services performed, the rates charged, and the reimbursement sought. Contractor shall make payment within 30 days after receipt of the invoice. Late payments shall accrue interest from the due date at the lesser of (i) one per cent (1%) per month or (ii) the maximum rate allowed by law. Contractor will be responsible for any and all costs of collection, including reasonable attorneys' fees, for any breach of Contractor's obligations to pay amounts owed under or in connection this Agreement.

E. **Coordination with County Coroner's Office.** In the event human remains are discovered on or near the Project site during its development, Contractor shall immediately contact the Coroner, the Yocha Dehe Director of Cultural Resources, Cultural Resources Manager, the Cultural Resources Committee Chairperson, and the Tribal Chairman. In order to facilitate this Agreement's implementation, the appropriate County Coroner's Office shall be provided a copy of this Agreement either before any earth disturbing activities or upon request of the Tribe. Yocha Dehe agrees to provide Contractor the needed contact information in order to comply with this provision. The Coroner shall be asked by the Contractor to determine if the remains are (1) human, (2) prehistoric, and further, the Contractor shall request the Coroner notify the State of California's Native American Heritage Commission in the event the remains are determined to be Native American. The Contractor will compensate the Coroner for reasonable fees and costs, if applicable and required by the County Coroner's office.

F. **Most Likely Descendant (MLD):** The Yocha Dehe Wintun Nation as the MLD for any Human Remains, Associated Funerary Objects and Artifacts found within the exterior boundaries of the Yocha Dehe Wintun Nation Linguistic Territory. Human Remains have been discovered within the Yocha Dehe Wintun Nation Linguistic Territory on occasion and in all of those cases, the Native American Heritage Commission ("NAHC") designated the Yocha Dehe Wintun Nation as the Most Likely Descendant ("MLD") under California Public Resources Code section 5097.98.

G. **Treatment and Disposition of Remains.** Where Native American human remains are discovered during the Project's development, and where Yocha Dehe has been designated the Most Likely Descendant (MLD), the following provisions shall apply to the Parties:

I. The Tribe shall be allowed, under California Public Resources Code sections 5097.98 (a) and 21083.2 and State CEQA Guidelines section 15064.5 (e), to: (1) inspect the site of the discovery; and (2) make recommendations as to how the human remains and grave goods shall be treated and disposed of with appropriate dignity.

II. The Tribe shall complete its inspection within twenty-four (24) hours of receiving notification from either the Contractor or the NAHC, as required by California Public Resources Code section 5097.98 (a). The Parties agree to discuss, in good faith, what constitutes "appropriate dignity" as that term is used in the applicable statutes.

III. Reburial of human remains shall be accomplished in compliance with the California Public Resources Code sections 5097.98 (a) and (b) and 21083.2 and State CEQA Guidelines section 15064.5 (e).

IV. The Parties are aware that Yocha Dehe may wish to rebury the human remains and associated ceremonial and cultural items (artifacts) on or near the site of their discovery, in an area that shall not be subject to future subsurface disturbances. Should Yocha Dehe recommend reburial of the human remains and associated ceremonial and cultural items (artifacts) on or near the site of their discovery, the Contractor shall make good faith efforts to accommodate the Tribe's request.

V. The term "human remains" encompasses more than human bones because Yocha Dehe's traditions periodically necessitated the ceremonial burning of human remains, and monitors shall make recommendations for removal of cremations. Grave goods are those artifacts associated with any human remains. These items and the soil, in

an area encompassing up to two (2) feet in diameter around the burial, and other funerary remnants and their ashes, are to be treated in the same manner as human bone fragments or bones that remain intact

H. Treatment and Disposition of Cultural Items (Artifacts). Ceremonial items and items of cultural patrimony reflect traditional religious beliefs and practices of the Tribe. Contractor agrees to return all Native American ceremonial items and items of cultural patrimony that may be found on the Project site to the MLD for appropriate treatment, unless Contractor is ordered to do otherwise by a court or agency of competent jurisdiction. In addition, the Tribe requests the return of all other cultural items (artifacts) that are recovered during the course of archaeological investigations on or adjacent to the Project site. Where appropriate (from the perspective of Yocha Dehe), and agreed upon in advance by Yocha Dehe, certain analyses of certain artifact types will be permitted, which may include, but which may not necessarily be limited to, shell, bone, ceramic, stone and/or other artifacts.

I. Ownership Relinquishment. Contractor waives any and all claims to ownership of Native American ceremonial and cultural artifacts that may be found on the Project site. If examination of cultural artifacts by an entity or individual other than the MLD is necessary, that entity or individual shall return said artifacts to the MLD within thirty (30) days, or any other agreed upon time frame from the initial recovery of the items.

J. The Description of Work. Description of work for Yocha Dehe 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 tribal monitoring crew and other specified parties. Section II of Attachment II identifies the geographical area over which the tribal monitoring crew shall oversee cultural resource mitigation and monitoring in accordance with California Public Resources Code section 21083.2 (c) and (k). Sections III and IV of Attachment II mandate compensation of the tribal monitoring crew by the Contractor.**

K. Confidentiality. 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. The County Coroner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r). Moreover, all records relative to consultation between the Parties shall be confidential and not subject to public disclosure as required by the California Public Records Act, Cal. Govt. Code § 6250 et seq.

Executed by:

Yocha Dehe Wintun Nation

(Company Name)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: Tribal Historic Preservation Officer

Title: _____

Date: _____

Date: _____

ATTACHMENT I

[Insert Tract Map for Project Name]

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 Yocha Dehe Wintun Nation, a federally recognized Indian tribe and the Most Likely Descendant as identified by the Native American Heritage Commission, shall provide the tribal monitoring, consultation and facilitation for this Project during the archeological investigations, and all ground disturbing activities for the Project. Yocha Dehe's monitors will work in concert with the archaeologists and Project engineers hired/employed by Contractor. The tribal monitors or Project archaeologists 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 tribal monitors and project archaeologist 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 [REDACTED] 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 the development of the Project.
- III. **Project Crew Size:** The Parties to this Agreement project the need for a tribal monitoring crew size to be determined by the Cultural Resource Manager, in accordance with Yocha Dehe Wintun Nation Cultural Law. If the scope of the work changes (*e.g.*, inadvertent discoveries of cultural resources or simultaneous grading of area that requires multiple tribal monitors), additional tribal monitors may be required. Developer agrees to directly compensate Yocha Dehe for all of the work performed by the tribal monitors. The compensation rate shall be made directly from Contractor to the Tribe 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. **Insurance and Indemnity:** Yocha Dehe shall provide the tribal monitoring crew for the Project and shall be responsible for coordinating the tribal monitors' activities on the Project. The Tribe 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 Tribe possesses the necessary insurance to cover any bodily injury or property damage that may be suffered by the tribal monitors and proof of such insurance shall be made available to Contractor upon request.

Insurance Certificate should be addressed as follows:

Agency Name: [REDACTED]
Attention to: [REDACTED]
Address: [REDACTED]
City, State Zip: [REDACTED]
Email Address: [REDACTED]

- V. **Compensation:** Yocha Dehe shall submit an invoice to Contractor on the tenth business day of each month for services performed for the prior month. Each monthly invoice shall provide information regarding the time spent, the services performed, the rates charged, and the reimbursement sought. Contractor shall make payment within 30 days after receipt of the invoice. Late payments shall accrue interest from the due date at the lesser of (i) one per cent (1%) per month or (ii) the maximum rate allowed by law. Contractor will be responsible for any and all costs of collection, including reasonable attorneys' fees, for any breach of Contractor's obligations to pay amounts owed under or in connection this Agreement.

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

Monitoring Invoices should be addressed as follows:

Agency Name: [REDACTED]
Attention to: [REDACTED]
Address: [REDACTED]
City, State Zip: [REDACTED]
Email Address: [REDACTED]

- VI. **Rights of Access/Stoppage/Consultation Upon Discovery:** Contractor shall provide Yocha Dehe tribal monitors with unencumbered access to the Project site as reasonably necessary for the monitors to effectively perform the services required by this Agreement. The tribal monitors and/or project archaeologist 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 an agreed upon artifact treatment and disposition plan.

After discovery of cultural items or features, discussions between the tribal monitors and project archaeologist will occur to determine its significance and the best course of action for avoidance, protection of resources, and/or data recovery, as applicable. While determinations will be mostly in the field, Yocha Dehe's tribal monitors may need to seek further guidance from the Most Likely Descendent, Yocha Dehe Tribal Council and/or the Cultural Resources Committee. If this rare occurrence should arise, Yocha Dehe reserves the right to request a 30-day stoppage of work.

Where circumstances warrant, the Contractor may be required, at its sole expense, to provide security personnel or remove unnecessary persons from the Project site. For example, where the safety of tribal monitors is at risk due to controversy or other circumstances surrounding a particular Project's development, security personnel would be provided at the Contractor's expense and members of the public excluded from the site. Likewise, where the protocol for the treatment of Native American human remains, funerary objects, artifacts, or items of cultural patrimony deems culturally required or appropriate, Contractor agrees unnecessary personnel will leave the site during the relevant time period.