



KIZH NATION RESOURCES MANAGEMENT
-A Native American Owned and Operated Small Minority Business-



NATIVE AMERICAN MONITORING SERVICE AGREEMENT

This agreement for Native American monitoring services is entered into on May 6, 2025 by and between, KIZH NATION RESOURCES MANAGEMENT ("KNRM"), and City of Chino or the "Lead Agency" (collectively referred to as, the "Parties"), for the compliance of the development project located at 10762 S Benson Avenue Montclair, California 91763 (the "Project Site"), with the mitigation measures adopted by the Project lead agency, City of Chino, pursuant to the California Environmental Quality Act ("CEQA") (hereinafter, the "Project").

RECITALS

WHEREAS, the Tribe consulted with the lead agency regarding the adverse impacts the Project will have on tribal cultural resources ("TCR") at, on, and/or beneath the Project Site, and proposed mitigation measures to reduce those impacts below the threshold of significance as required by the California Environmental Quality Act ("CEQA");

WHEREAS, the lead agency found that substantial evidence supported the adoption of the Tribe's proposed TCR mitigation measures and made those mitigations mandatory conditions of the Project approval (collectively, the "Mitigations");

WHEREAS, the purpose of this Agreement is for the protection and preservation of the Tribe's TCRs and compliance of the Project with the adopted Mitigations, which are attached hereto as Exhibit A, and incorporated herein by this reference.

Accordingly, KNRM and City of Chino hereby agree as follows:

[CONTINUED ON THE FOLLOWING PAGE]

MONITORING AGREEMENT

1. SCOPE OF WORK

- 1.1. KNRM's Native American monitor will be physically present on the Project Site at all times ground-disturbing Project activities are occurring. To implement the "tribal cultural resource" ("TCR") Mitigations adopted for this Project, KNRM's monitor shall:
 - a) Monitor all "ground disturbing activities," including but not limited to, demolition, grubbing/clearing, rough grading, precise grading, mass grading, trenching, excavation, boring, augering, and weed abatement on previously disturbed and undisturbed ground;
 - b) Identify uncovered and/or discovered TCRs, including but not limited to Native American artifacts, village sites, trade routes, midden deposits, ceremonial locations, human remains, and grave goods (collectively referred to as, "TCR" or "TCRs");
 - c) Ensure all TCRs, especially human remains and associated grave goods, are treated with culturally appropriate dignity and respect, and are handled and/or removed from the Project Site in accordance with the Tribe's ceremonial and cultural practices ;
 - d) Attend and participate in Project meetings, including trainings and conferences, to inform Project personnel about the potential for TCR discoveries and the appropriate courses of action if/when a discovery occurs;
 - e) Create daily logs of observations made during monitoring, and provide written reports detailing each TCR discovery, including but not limited to, the date and time, location on the Project Site, nature of the soil in the discovery location, facts pertaining to the Project activities in that area, the location of the perimeter around the TCR discovery that the monitor establishes to protect the location, and any cultural findings; and
 - f) Report discoveries to the Tribal Chairman and/or the Tribal Archaeologist, and incorporate their input regarding the treatment of the TCR(s).
- 1.2. Archaeological Monitor: An archaeological monitor will be physically present onsite to identify "archaeological resources" (as defined under CEQA and NHPA), should any be discovered during the Project process. The monitor's duties include:
 - a) Monitor all ground disturbing activities, including but not limited to, rough grading, precise grading, mass grading, grubbing/clearing, weed abatement, trenching and any excavation on previously disturbed and undisturbed ground;
 - b) Make significance assessments and determinations of all historic or pre-contact cultural resource discoveries;
 - c) If discovered, cultural resources are determined to be significant, as defined under CEQA or NHPA, they will notify the Principle Investigator (PI), in order to create a treatment plan for the resources. The plan will include feedback form the agencies and tribe.
 - d) Execute the mitigation plan and "clear" project for the continuation of the project.
 - e) Provide a written report of all findings and in the event of no findings, a "No-Findings" report will be written
- 1.3. In order to fully and effectively execute the monitoring services identified in Section 1.1 above, the Parties agree that KNRM's monitor shall possess all of the following rights, which may be asserted at any time and at any location on the Project Site:

- a) To access any/all areas of the Project Site necessary to physically observe the “ground-disturbing activities”, as that phrase is defined in Section 1.1(a) above, as those ground-disturbing activities are occurring;
- b) To halt construction activity within the surrounding 50 feet (or more where deemed necessary by KNRM’s monitor) of a discovered TCR;
- c) To meet and confer with the Project Supervisor in a timely manner regarding how to re-direct Project activities in the vicinity of a discovered TCR and the time frame for imposing a no-work perimeter around a discovered TCR;
- d) To meet and confer with the Project Supervisor in a timely manner regarding issues pertaining to effectively monitoring the Project Site in a manner that ensures compliance with the Mitigations;
- e) To be timely notified of all Project meetings, including safety meetings, trainings, scheduling, etc., and permitted to attend any/all meetings; and
- f) To be treated in a respectful and courteous manner by all Project management, staff, personnel, contractors, and subcontractors.

2. DISCOVERY OF NATIVE AMERICAN ARTIFACTS, GRAVE GOODS, AND/OR HUMAN REMAINS

- 2.1. If TCRs are found, the Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational purposes.
- 2.2. If human remains and/or grave goods are discovered or recognized at the Project Site, all damage or disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- 2.3. The Lead Agency expressly acknowledges the obligations required of it under governing State and Federal laws, including but not limited to, the California Public Resources Code, California Health & Safety Code, California Government Code, and California Code of Regulations, in the event human remains are discovered on the Project Site, and expressly agrees to comply with all such obligations, and to the extent possible, obtain compliance of the property owner in the event human remains are discovered on the Project Site but on land not owned and/or controlled by the Lead Agency.
- 2.4. Pursuant to Public Resources Code Section 5097.98, subsections (d) and (e), if human remains or associated burial goods are found on the Project Site and in an area that is under the ownership and/or control of the Lead Agency, the Lead Agency agrees to provide a designated area on the property at which to reinter the remains and/or burial goods with appropriate dignity that is not subject to further disturbance.
- 2.5. In the event that human remains and/or burial goods are found within the Project Site but in an area that is outside of the ownership and/or control of the Lead Agency, the Lead Agency will make a reasonable effort to secure an agreement with the property owner to reinter the remains and/or burial goods with appropriate dignity in a designated area on the Project Site that is not subject to further disturbance, as is required of the property owner pursuant to Public Resources Code Section 5097.98, subsections (d) and (e). If such an agreement with the property owner cannot be reached, to the extent feasible, the Lead Agency will provide a designated area on the Project Site, approved

by KNRM and Lead Agency, that is within the Lead Agency's ownership and/or control, for reinternment of the human remains and/or burial goods.

- 2.6. If the portion of the Project Site where human remains and/or burial goods are discovered is within the ownership and/or control of the Lead Agency, pursuant to Public Resources Code Section 5097.98(b), the Lead Agency shall ensure that the immediate area surrounding the discovery will be isolated and remain undisturbed until recommendations by the designated most likely descendent (within approximately 48-hours). The grading and excavation may continue outside of the isolated area.

3. FEES AND INVOICES

- 3.1. The Lead Agency agrees to pay KNRM for the above described monitoring services for the Project at the following rates; provided that, based on Lead Agency's estimate that no work will be performed outside of the Standard Workday and monitoring and related services by KNRM are estimated to total no more than 1,648 hours, the total fees shall not exceed \$290,000.00 without written approval by Lead Agency:
- a) A single monitor can cover any combination of Native American and Archaeological or Paleontological services at the rate of one-hundred-fifty (\$150.00) per hour for an eight (8) hour day ("Standard Workday"). The rate for monitoring that exceeds 8 hours per day, or 40 hours per week is \$ 225.00 per hour.
 - b) A night differential rate of \$160.00 per hour will be applied for monitoring performed at or after 6 p.m. The night rate for monitoring that exceeds 8 hours per day, or 40 hours per week is \$240.00 per hour
 - c) The rate for monitoring performed on a Saturday or Sunday is \$225.00 per hour.
 - d) The rate for project management services, including but not limited to, consultant communications, monitor coordination, project documentation, is one hundred and Forty-five dollars (\$145) per hour;
 - e) The rate for Project Director services, including consultation, Project meetings and trainings, and communications, documentation, and coordination pertaining to compliance issues, is two hundred dollars (\$200) per hour;
 - f) The rate for KNRM's Compliance Officer Specialist (COS) is responsible for ensuring all projects are working in a safe, healthy, and professional work environment. The KNRM compliance officer performs project inspections to assess that Lead Agency s and KNRM monitors are following all safety and environmental laws per Federal and State regulations at a rate of one hundred and Twenty dollars (\$120) per hour;
 - g) In the event TCRs are discovered (whether prehistoric or historic), a KNRM Archaeologist (who meets the Secretary of the Interior's standards for Professional Archaeology), shall be retained in addition to the monitor to assess the TCR, at a rate of one hundred and fifty dollars (\$150) per hour;
 - h) Mileage shall be reimbursed at the Federal Standard Rate for travel to and from the Project Site, to/from KNRM's office located at 910 N. Citrus Avenue, Covina, California;
 - i) Lodging is required if the monitor must travel 40 miles or more to the Project site, and is reimbursed at the rate of two-hundred dollars (\$200) per night; *and*
 - j) Per diem for meals at the rate of seventy-five dollars (\$75) per day.

- 3.2. If it is unreasonable for one monitor to fulfill their duties because Project Activities are occurring concurrently, at more than one location on the Project Site and at a distance impractical for a single monitor to serve simultaneously, then an additional monitor will be required at identical rates and on identical terms.
- 3.3. KNRM shall invoice Lead Agency for fees monthly. The Lead Agency shall make payment to KNRM not later than thirty (30) days following the invoice date (Net 30). An advance deposit is required from the Lead Agency, in an amount equal to twenty-five percent (25%) of the estimated cost budgeted for the Project, prior to any work performed by KNRM under this Agreement. Invoices not paid within 30 days of the invoice date are subject to a finance charge equal to ten percent (10%) of the monthly invoice total each additional month payment is not received. Checks shall be made payable to "Kizh Nation Resources Management" and mailed to:

Kizh Nation Resources Management
910 N. Citrus Ave
Covina, CA 91722

- 3.4. The Lead Agency's estimated hours of monitoring services utilized for the Project budget (if any) shall not constitute or be interpreted as a limitation on the monitoring services performed for this Project by KNRM if additional monitoring is necessary to satisfy the Project mitigations and conditions of approval.

4. NOTICE

- 4.1. To ensure there are no delays and to ensure a monitor is present onsite we request a minimum of 72 hours advance notice to assist with scheduling efforts (Although we are sensitive to last minute changes and we will try to accommodate). **Please submit your monitor requests to: KNRM Dispatch to knrmdispatch@gmail.com or text or call (626) 825-8248. For immediate assistance you may contact Andrew Salas (626) 926-4131. For archaeological services you can contact our Tribal Archaeologist John Torres at indigenous.crm@gmail.com or (909)705-6241.**
- 4.2. In the event a scheduled Standard Workday is canceled entirely or the hours are altered for any reason, the Lead Agency shall promptly notify KNRM no later than 5:00 p.m. PST on the business day prior to the altered day, at the "Contact Information" set forth in Section 5 below. If KNRM has not received timely notice of a schedule cancellation or change, a minimum fee of four hundred twenty dollars (\$420.00) shall be applied per late cancellation event.
- 4.3. All communications pertaining to or that may impact KNRM's implementation of the services set forth in section 1 of this Agreement shall be made in writing and per the contact information in section 5 below.

5. CONTACT INFORMATION

5.1. Notices to KNRM:

Telephone - (626) 926-4131

KNRM Office - (626) 521-5827

Email: admin@knrm-nsn.us

5.2. Lead Agency:

Name: Hye Jin Lee, P.E.

Phone: (909) 334-3265

Email: hjlee@cityofchino.org

5.3. On-Site Project Contact (i.e., "Project Supervisor")

Name: Natalie Avila

Phone: (909) 334-3406

Email: navila@cityofchino.org

5.4 Billing Contact information

Name: Finance Department, Accounts Payable

Phone: (909) 334-3262

Email: ap@cityofchino.org

6. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES

- 6.1. Despite any language in this Agreement to the contrary, KNRM's obligations under this Agreement (including any actual or alleged breach or default by KNRM) do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of KNRM or the Tribe, or the partners or members of KNRM or the Tribe. The Lead Agency shall not seek recourse against the individual partners, directors, officers, members or shareholders of KNRM or the Tribe, or any of their personal assets for satisfaction of any liability with respect to this Agreement.
- 6.2. In consideration of the benefits accruing hereunder to the Lead Agency and notwithstanding anything contained in this Agreement to the contrary, the Lead Agency hereby covenants and agrees for itself and all of its successors and assigns that the liability of KNRM and the Tribe for KNRM's obligations under this Agreement (including any liability as a result of any actual or alleged failure, breach or default hereunder by KNRM or any alleged tort committed in connection with KNRM's work), shall be limited solely to KNRM's insurance coverage as provided in Section 7 of this Agreement.

7. INSURANCE

- 7.1. A certificate of general liability insurance coverage can be provided upon request.
- 7.2. KNRM does not hold an automobile liability policy for the monitors. Vehicles are only used for transportation to and from the Project Site. Each individual monitor is required to carry automobile insurance pursuant to California State law. Proof of a monitor's automobile insurance can be provided upon request.

8. MISCELLANEOUS

- 8.1. **Governing Law.** This Agreement shall be governed by, and construed pursuant to, the laws of the state of California.
- 8.2. **Recitals.** All recitals set forth in this Agreement are contractual.
- 8.3. **Terms and Headings.** Section headings of this Agreement are for convenience, are merely descriptive, and do not alter the rights of the parties.
- 8.4. **Time.** Time is of the essence with respect to performance of every provision of this Agreement in which time or performance is a factor. All references in this Agreement to "days" shall mean calendar days unless specifically modified herein to be "business" days.
- 8.5. **Professional Fees.** If either KNRM or Lead Agency should bring suit against the other with respect to this Agreement, then all reasonable costs and expenses incurred by the prevailing party therein (including, without limitation, its accountants', attorneys', experts' and other professional's fees, expenses and court costs), shall be paid by the other party.
- 8.6. **Waiver.** The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant and condition herein contained, nor shall any custom or practice

which may become established between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of any party to insist upon the performance by the other in strict accordance with said terms.

- 8.7. **Prior Agreements; Amendments.** This Agreement, contains all of the covenants, provisions, agreements, conditions and understandings between the Parties concerning the Project and any other matter covered or mentioned in this Agreement, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Project or any such other matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. The Parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Agreement to the extent they are not expressly incorporated herein. The Parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Agreement; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. Any deletion of language from this Agreement prior to its execution by the Parties shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse of the deleted language.
- 8.8. **Separability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.
- 8.9. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), orders/closures/restrictions pertaining to COVID-19, injunction or court order, riots, insurrection, war, fire, earthquake, flood, inclement weather in excess of average for the San Bernardino County area or other natural disaster or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement (herein collectively, "Force Majeure Delays"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided the delayed party has notified the other party of the Force Majeure Delay within five (5) business days of learning of the same, such notice specifically describes the Force Majeure Delay and its expected duration, and the delayed party regularly updates the other party of the status of the same and the delayed party takes all commercially reasonable efforts to mitigate the effects and minimize the duration of the delay. The provisions of this Section 7.9 shall not apply to nor operate to excuse Lead Agency (or any third-party contractor operating on behalf of Lead Agency) from the payment of any fees owed to or the reimbursement of costs incurred by KNRM in accordance with the terms of this Agreement, nor extend the date for payment of same to KNRM.
- 8.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. Facsimile and electronic signatures are valid and binding.
- 8.11. **Lead Agency's Authority.** The agent/representative of the Lead Agency that executes this Agreement represents and warrants that: (a) the Lead Agency is qualified to do business in the state of California; (b) such persons executing this Agreement are duly authorized to execute and deliver this Agreement on the Lead Agency's behalf, or a duly adopted resolution of the Lead Agency's

board of directors; and (c) this Agreement is binding upon the Lead Agency in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____, 2025.

“LEAD AGENCY”
CITY OF CHINO

“KNRM”
KIZH NATION RESOURCES MANAGEMENT

APPROVED AS TO FORM:

*By:

*By:

Print Name: _____
Fred Galante
Print Title: City Attorney

Print Name: _____
Print Title:

APPROVED AS TO CONTENT:

*By:

Print Name: _____
Hye Jin Lee, P.E.
Print Title: Director of Public Works

*By:

Print Name: _____
Linda Reich
Print Title: City Manager

ATTEST:

*By:

Print Name: _____
Natalie Gonzaga
Print Title: City Clerk