



GREAT REDWOOD TRAIL AGENCY

MEETING DATE: September 18, 2025

AGENDA ITEM: 6. Professional Services Agreement with the Wiyot Tribe for Tribal Cultural Monitoring Services

FROM: Elaine Hogan

RE: Professional Services Agreement with the Wiyot Tribe for Tribal Cultural Monitoring Services

EXECUTIVE SUMMARY:

GRTA seeks to contract with the Wiyot Tribe for tribal cultural monitoring services requested by the agency in Humboldt County in the Wiyot Tribe's ancestral territory. The proposed contract term is two years in an amount not to exceed \$20,000, with options for annual renewal thereafter. The tribe's knowledge and expertise in developing best practices for permits and monitoring any work conducted on GRTA property would be billable to encroachment permit applicants, pending authorization of proposed changes to the Schedule of Real Property Rates & Charges to allow for the recovery of funds.

BACKGROUND:

In our regular meetings with the Wiyot Tribe, they offered to provide tribal cultural monitoring services to GRTA on an on-call, as-needed basis through a professional services agreement. We would like to work together with the Wiyot Tribe to ensure tribal cultural resources are protected on GRTA property. GRTA continues to seek tribal cultural monitoring contracts with additional tribes in the agency's service area.

GRTA receives requests for encroachment permits from private and public entities wanting to conduct work on our property or access their property through ours. Requested activities vary and may include ecological restoration and vegetation management as well as infrastructure development like stormwater system improvements, fiber optic lines, or power pole replacements. Rates charged to applicants are based on the type of use of our property and are outlined in the board-adopted Schedule of Real Property Rates & Charges, which can be found on the permitting page of our website.

During the staff review process for encroachment permits, we would like to coordinate closely with local tribes to ensure we include best practices and proper monitoring for tribal cultural resources into permit conditions for applicants. We will continue to seek opportunities for similar contracts with other interested tribes. This item is scheduled to be discussed by Wiyot Tribal Council at their October 13, 2025 meeting.

RECOMMENDATION:

Delegate authority to the Executive Director to enter into a professional services agreement with the Wiyot

Tribe for a period of two years in an amount not to exceed \$20,000 to procure tribal cultural monitoring services on an on-call, as-needed basis, in a form approved by counsel.

FISCAL IMPACT:

Contract to be authorized at an amount up to \$20,000/year, on-call, as-needed. Charges for tribal cultural monitoring that result from encroachments on our property (rather than from internal agency operations) are expected to be passed on to permit applicants and recovered by the agency, similar to how we currently charge applicants for engineering review time.

The total contract costs for the agreement will be funded via Line Item 51213 Contract Service Fees. The Fiscal Year 2025-26 budget allocated \$540,000 in funds for 51213, of which the proposed project was included for consideration during the year. Estimated first year contract costs will be encumbered for the current Fiscal Year, and remaining funds related to this contract will be highlighted for inclusion in the Fiscal Year 2026-27 budget as pre-approved budgetary needs, if the proposed agreement is approved.

The proposals meet GRTA's needs with no anticipated additional impacts to the FY25-26 Budget, ensuring efficient use of appropriated funds for Board-approved directives.

ATTACHMENTS:

- A. EXHIBIT 1 WIYOT MONITOR CONTRACT AGREEMENT



MONITOR CONTRACT AGREEMENT

The Parties to this CONTRACTOR agreement, made this (**October 13, 2025**), are **Great Redwood Trail Agency**, (hereinafter "**CLIENT**"), and the **Wiyot Tribe** (hereinafter "**CONTRACTOR**"), who agree as follows:

1. **Description of Services:** **CLIENT** hereby retains **CONTRACTOR** to provide the services described in the **ATTACHMENT - Description of CONTRACTOR Services and Activities** and incorporated herein.
2. **Duration:** The term of this Agreement shall be for the period of **October 13, 2025 through October 13, 2027**. **Contractor** retains the option to renew this **CONTRACTOR** Agreement as necessary and prudent on an annual or more often basis.
3. **Compensation:** **CONTRACTOR** will be compensated **\$150.00** per monitor per hour, with a two-hour minimum charge, for services provided under this Contract. (Note Compensation rate subject to change at the beginning of each fiscal year of the Wiyot Tribe) The Client as well agrees to pay mileage to and from site at the current GSA rate of **\$0.70** per mile. (**Note mileage subject to change throughout the year per Federal Rates**) **CONTRACTOR** agrees to submit invoices for services rendered in accordance with the schedule contained in the *Description of CONTRACTOR Services and Activities*.
4. **Claims For Compensation:** **CONTRACTOR** agrees that he shall not be entitled to and shall not claim compensation for services performed under this contract for any hours or any working day if he receives other compensation for the same hours or same working day, and the source of such other compensation has been federal government provided funds. It is further agreed by the **CONTRACTOR** that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by **CLIENT**.
5. **Warranty, Indemnity, and Hold Harmless:** **CONTRACTOR** warrants and represents that he has every legal right to enter into the Agreement and to perform in accordance with its terms, and that he is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to **CLIENT** hereunder. **CONTRACTOR** will indemnify and hold **CLIENT** harmless from and against any losses, damages, and liabilities, including reasonable attorney's fees. **CLIENT** makes no warranty, indemnity, or hold harmless Agreement.
6. **CONTRACTOR Status:** It is understood and agreed between the parties that the **CONTRACTOR** is engaged by **CLIENT** solely in the capacity of an independent **CLIENT**, and that **CLIENT** shall not be obligated to withhold any federal, state, or local taxes from fees paid to **CONTRACTOR**, nor shall **CLIENT** have any liability for such withholding. Further, any required public liability, public

damage, and/or Worker's Compensation Insurance shall be the sole responsibility of the **CONTRACTOR**.

7. **Confidential Information:** **CONTRACTOR** will not disclose directly or indirectly to or use for the benefit of any third party, any secret or confidential information, knowledge, programming code, or data acquired by virtue of its relationship with **CLIENT**, or developed through this contract with **CLIENT**, without the prior written approval of **CLIENT**. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of this Agreement.
8. **Non-Assignability:** This Agreement may not be assigned or transferred by the **CONTRACTOR** without the prior written approval by the Executive Director of **CLIENT**. **CLIENT** reserves the right to assign or transfer the services and activities to be performed under this Agreement to another party, especially in the event that the **CONTRACTOR** fails to meet the performance requirements, timelines, and/or satisfactorily accomplish the defined tasks as specified and agreed to herein.
9. **Authority:** **CONTRACTOR's** authority to act under this Agreement, may be suspended upon written or verbal notice by the Executive Director of **CLIENT** or his designee. If verbal notice is given it shall be confirmed in writing within five (5) working days.
10. **Termination:** This Agreement may be terminated at any time, with or without cause, by either party, upon notice in writing as hereinafter provided. Any such termination shall be effective ten (10) days after receipt of such written notice mailed to either party at its designated address through registered mail.
11. **Arbitration:** Any controversy or claim arising out of or relating to the compensation to be paid by **CLIENT** or the **CONTRACTOR** for the services rendered or materials ordered or received, pursuant to the terms of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any party to this Agreement may submit to arbitration any said controversy or claim. The party requesting arbitration shall be solely liable for the cost incurred for the Arbitrator.
12. **Complete Agreement:** This Agreement constitutes the entire understanding between the parties, and no amendment or modification hereof shall be effective unless reduced to writing and signed by both parties.
13. **Severability:** Should any provision of this Agreement be held invalid, or unenforceable, such a holding shall not affect the validity or enforceability of any other provision hereof.
14. **Applicable Law:** This Agreement shall be governed by the laws of the State of California.

In consideration of the mutual promises of the parties this Agreement is executed on the date first above written, in duplicate, intending each duplicate to be an original.

(The Wiyot Tribe Hereby Authorizes the Tribal Administrator to sign on behalf of the Wiyot Tribe on this date.)

CONTRACTOR:

Michelle Vassel, Tribal Administrator

Typed Name

Signature

Date: (Place Date)

CLIENT:

Elaine Hogan, Executive Director

Typed Name

Signature

Date: _____

CONTRACTOR Address:

1000 Wiyot Dr.

Loleta, CA 95551

*EIN # 94-2714533

(*For Federal and State Tax reporting purposes.)

Primary Contact Person:

Ted Hernandez THPO

Office: (707)733-5055

Cell: (707)499-5184

Email: ted@wiyot.us

Address:

1000 Wiyot Dr.

Loleta, CA., 95551

CLIENT Address:

Great Redwood Trail Agency

c/o Blue Lake City Hall

PO Box 458/111 Greenwood

Blue Lake, CA 95525

ATTACHMENT

Description of Client and CONTRACTOR Services and Activities

<i>Scope of Work:</i>	<i>Client (Great Redwood Trail Agency):</i> <i>Client will request Tribal Cultural Monitoring services of Contractor outlined below in writing as needed and at Client's discretion, to obtain guidance, input and/or observance of work Client or its licensees, lessees, and/or encroachment permit holders are conducting on Client owned and/or managed land in Wiyot ancestral territory in Humboldt County. Prior to commencement of work, Contractor shall provide Client an estimate of charges for such work for Client's pre-approval. If Contractor determines that the requested work will exceed the estimated charges, Contractor shall request authorization from Client to exceed the agreed estimated charges and provide an updated estimate prior to performing work in excess of the agreed estimate.</i> <i>Contractor (Wiyot Tribe):</i> <i>The Contractor shall provide services of a Tribal Cultural Monitor(s) ("Monitor") for designated Client project on an as-needed basis, as requested by the Client. Client will provide Project description along with each request for monitoring services. The Contractor may recommend assignment of additional Monitors, based upon the project needs.</i> <i>Cultural Monitor will oversee and inspect native ground-disturbing activities for the presence of cultural resources and or human remains. *If any cultural resources become unearthed during monitoring, the monitor will call attention to the discovery, and all work will stop within a 100-foot radius. The monitor will then contact Wiyot Tribe THPO (707)733-5055 to assess the significance of the resource and develop a treatment plan, if the find cannot be left in place with project redesign.</i> <i>If Human Remains become unearthed, State Law requires:</i> <i>1. Stop immediately and contact the County Coroner (in Humboldt County: 707-445-7242, ask they keep report confidential, no broadcast on 2-way radios, no flashing lights on vehicle driving to scene. Inform them if you believe it is Native American, because, for instance, it was found in an Native American archaeological site.</i> <i>2. Secure the discovery area, including night-time patrol if prudent.</i> <i>3. The Monitor shall immediately contact the Wiyot THPO about the discovery. Otherwise, keep information about the discovery confidential, on a need-to-know basis; no speaking to the press! Keep record of all calls & communications (date, time, who, etc.).</i>
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	4. <i>The coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission (NAHC) at (916)373-3710.</i> 5. <i>The NAHC will immediately notify the person it believes to be the most likely descendent (MLD) of the deceased Native American.</i> 6. <i>The most likely descendent (MLD) has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.</i> 7. <i>If the MLD does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;</i> 8. <i>If the owner does not accept the MLD's recommendations, the owner or the MLD may request mediation by the NAHC.</i> 9. <i>Discuss and confer means the meaningful and timely discussion careful consideration of the views of each party.</i> <i>(California Health and Safety Code 7054 and 7050.5 and the California Public Resources Code Section 5097.9 and 5097.99)</i> <i>All decisions regarding Wiyot Cultural Resources shall be at the discretion of the Wiyot Tribe THPO.</i>
<i>Completion Schedule: (Client)</i>	<i>Ongoing, as-needed and requested by client for the duration of the contract term. No specific projects have been identified at the time of contract execution. Client and Contractor will work collaboratively to identify potential opportunities for Contractor's guidance, input and/or observance of work conducted on land owned and/or managed by Client in Contractor's ancestral land in Humboldt County.</i>

<i>Compensation:</i>	<i>Compensation Is stated in section 3 of this contract for said projects.</i>
<i>Authorized Contacts:</i>	<i>CLIENT:</i> <i>(707) 463-3280</i> <i>Operations Manager, Bridget Nichols</i> • <i>OperationsManager@thegreatredwoodtrail.org</i> <i>Executive Director, Elaine Hogan</i> • <i>elaine@thegreatredwoodtrail.org</i> <i>Trail Development Manager, Leah Mancabelli</i> • <i>trails@thegreatredwoodtrail.org</i> <i>Wiyot Tribe Point of Contact: Ted Hernandez, Public Works Director/THPO, 1000 Wiyot Dr. Loleta, CA 95551, (707) 733-5055, Cell: (707)499-5184, ted@wiyot.us</i>