

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

Cxxxxxxx

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

State Lands Commission, hereinafter referred to as "Commission"

CONTRACTOR NAME

[TRIBE NAME], hereinafter referred to as "Contractor"

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit A - Attachment 1	Qualifications narrative providing information related to the Tribe's historical boundaries, qualifications, capabilities, and capacity to provide monitoring services.	
Exhibit A - Attachment 2	Tribal Territorial map illustrating tribal historical relationship to area subject to work.	
+ - Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit C	General Terms and Conditions - GTC 02/2025	*
+ - Exhibit D	Special Terms and Conditions	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

State Lands Commission

CONTRACTING AGENCY ADDRESS

100 Howe Avenue #100S

CITY

Sacramento

STATE

CA

ZIP

95825

PRINTED NAME OF PERSON SIGNING

Anela Freeman

TITLE

Acting Chief - Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Retainer: A&E Method Retainer Award - SCM V1,
4.04, PCC § 10430 (d), GC § 4525(d), and CCR title 2
§ 2980.11

EXHIBIT A

SCOPE OF WORK

Introduction and Background

Established in 1938, the California State Lands Commission (Commission) is composed of the Lieutenant Governor, the State Controller, and the Governor's Director of Finance. The Commission is primarily a land and resource trust manager. It manages approximately 4 million acres of California's sovereign public trust lands and resources that were received upon admission into the Union in 1850. It also manages other lands that the federal government conveyed to the state (commonly known as school lands) and oversees the management of public trust lands legislatively granted in trust to over 70 local jurisdictions. The Commission also enforces the protections of the Public Trust Doctrine, the State's property rights, and important environmental quality and marine pollution prevention laws.

Purpose

The purpose of this agreement is to contract with [TRIBE NAME] (hereinafter referred to as "Consultant" or "Tribe") to provide the Commission with Tribal and Cultural Resources Monitoring Services including subject matter expertise on the tribe's culturally significant land and the treatment of cultural resources for Commission projects that may impact Tribal Cultural Resources (TCRs).

For purposes of this Agreement, the Tribe shall provide tribal cultural resources monitoring for the Commission's [NAME OF PROJECT] ("Project").

Retainer Award – The agreement is pursuant to [CCR title 2 § 2980 - CCR Title 2, Div. 3, Chapter 1, Article 13](#).

1) Definitions and Terms

- a) Wherever the following abbreviations and terms (or pronouns in place of them) are used, the intent and meaning shall be interpreted as provided in this section. Working titles having a masculine gender, and pronouns referring to such said titles, are utilized in this Agreement for the sake of brevity and are not intended to refer to either sex/gender. All references to the singular shall refer also to the plural. All references to the plural shall refer also to the singular.
- i) **"Retainer Award"** refers to a contract established pursuant to California Code of Regulations, Title 2, Division 3, Chapter 1, Article 13 (§ 2980 et seq.), under which the Consultant is prequalified and retained by the Commission to provide professional or technical services on an on-call basis. This agreement does not guarantee any specific amount of work but allows the Commission to issue individual task orders for services during the contract term in accordance with the provisions of the retainer.
- ii) **"Project Sponsor" or "Sponsor"** refers to the Applicant in instances where the Commission enters into a contract with a third-party Consultant Tribe at the Applicant's full expense (a "sponsored contract").
- iii) Unless otherwise stated, **"Tribe(s)"** as used herein, refers to California Native American Tribes, Bands, or Nations, including those with Federal Recognition status, and those with

ancestral interest in the Project area. Also, “Tribe” and “Consultant” are used interchangeably and refer specifically to the Tribe that is a party to this Agreement.

- iv) **“Agreement”** refers to this contract between the Tribe and the Commission, including the Standard Form 213 and all incorporated Exhibits.
- v) **“Project”** refers to the activity that is the subject of the Sponsor’s request for a permit, lease, or other entitlement from the Commission.
- vi) **“Project Coordinator”** means the individual designated by the Commission to oversee contract administration for the Project.
- vii) **“Applicant’s Agent”** refers to the person authorized by the Sponsor to represent and coordinate with the Commission on matters related to the Consultant Tribe and CEQA project management.
- viii) **“CEQA”** refers to the California Environmental Quality Act of 1970, as amended (Public Resources Code section 21000 et seq.).

2) Retainer Award Provisions

As awarded under solicitation RFQ #2025-31, this, and future agreements, shall be a work order-based contract. No warranty is made, written, or implied as to the total value of, or work to be conducted under this agreement.

- a) The Tribe shall develop a schedule and final estimated cost for each task requested consistent with those cost rates provided during cost negotiations by the Commission’s Project Coordinator (State representative per this Exhibit A closing Section).
- b) The Tribe shall provide all labor, equipment, software, transportation, supplies, and materials necessary to complete the Work Orders.
- c) Work Orders Scope of Work – During the course of the contract, the Commission’s Project Coordinator will issue work orders for tasks and services as they become necessary and based upon the following conditions:
 - i) The work will not exceed the allocated work order budget.
 - ii) As work orders become available, the Tribe will develop task-specific Work Plans including cost estimates based on Work Orders issued by the Commission Project Coordinator.
 - iii) Actual work for each Work Plan for a task-specific work order shall not begin until written notification to proceed is received from the Commission Project Coordinator.

3) Project Location – Tribal monitoring shall encompass the Project area or the areas within the geographical area of the Project footprint.

4) Tribal Services Classifications – Depending upon the specific needs of the Project, different Tribal services may be required. Such potential services include, but are not limited to:

- a) Honored Elder/Traditionalist/Tribal Historic Preservation Officer (THPO)/Cultural Resources Director:
 - i) Possesses extensive knowledge of Tribe's traditional and ancestral practices and knowledge of laws concerning the protection of Tribal Cultural Resources and treatment of remains; and

possess the Tribe's authority to supervise and make decisions or recommendations regarding cemetery (burials) and sacred site protection.

- ii) May be designated as a Subject Matter Expert (SME) of the Tribe.
- iii) May participate in or supervise activities at cemeteries or sacred sites that involve burials, burial soils or burial offerings and make recommendations or decisions on behalf of the Tribe.
- iv) Attends all safety and training meetings required by the Commission.
- b) Cultural Resources Manager (Monitoring Coordinator Role)/Archaeologist:
 - i) Has knowledge of prehistoric Native American Village sites, cultural, ceremonial, and burial practices and be able to identify graves, funerary object, and cultural artifacts, familiarity with laws governing the protection of Tribal resources.
 - ii) May be designated as a SME of the Tribe.
 - iii) Possesses the ability to oversee the coordination and supervision of several Tribal Monitors at large Project sites.
 - i) For large or complicated projects and at the request of the Commission, a Lead Tribal Monitor may be assigned to supervise teams of Tribal Monitors, which include assignment of Tribal Monitors to work areas, reviewing and compiling documentation from multiple Tribal Monitors, and coordination with Project leads.
 - iv) Coordinates with Project archaeologist or Project Coordinator on and off site for the protection of TCRs and treatment of found items.
- c) Lead Tribal Monitor
 - i) Possesses the ability to work with the Commission to determine monitoring scope and scheduling, supervise teams of Tribal Monitors, which include assignment of Tribal Monitors to work areas, reviewing and compiling documentation from multiple Tribal Monitors, and coordination with Project Coordinator.
 - ii) Coordinates with Project archaeologist or Project Coordinator on and off site for the protection of TCRs and treatment of found items.
 - iii) Coordinates in the identification, protection or recovery efforts of Native American cultural sites, soils, items, and plants.
 - iv) Ensuring that protective fencing or other protective measures, if necessary, are in place.
 - v) Identifies and documents cultural items, soils or plants during inventory or construction work.
 - vi) Coordinates and documents avoidance or protection of cultural items, soils or plants during inventory or construction work.
 - vii) Coordinates and documents recovery of cultural items, soils, or plants that cannot be protected in place.
 - viii) Reports to the Tribe or to the Cultural Resources Manager to confirm recommendations and submit documentation (Monitor Logs, photo documentation).
 - ix) Documents the discovery and treatment of Tribal Cultural Resources and submit plans, logs photos, and reports to the Commission as required by the specific Commission project and mutually agreed upon in consultation with the Tribe.
 - i) Plan and report forms shall be provided by the Commission and shall be specified in the work order for each project.

- ii) No such reports, plans, or photos related to any TCRs shall be published or disclosed to any third-party without the prior written consent of the Tribe unless otherwise required by law.
- iii) Lead Tribal Monitor shall be responsible for labeling as "Confidential" any information the Tribe considers confidential.
- x) Attends all safety and training meetings required by the Commission.
- d) Tribal Monitor
 - i) Coordinates in the identification, protection or recovery efforts of Native American cultural sites, soils, items, and plants.
 - ii) Ensures that protective fencing or other protective measures are in place.
 - iii) Identifies and documents cultural items, soils or plants during inventory or construction work.
 - iv) Coordinates and documents avoidance or protection of cultural items, soils or plants during inventory or construction work.
 - v) Coordinates and documents recovery of cultural items, soils, or plants that cannot be protected in place.
 - vi) Reports to the Tribe or to the Cultural Resources Manager to confirm recommendations and submit documentation (Monitor Logs, photo documentation).
 - vii) Documents the discovery and treatment of Tribal Cultural Resources and submit plans, logs photos, and reports to the Commission as required by the specific Commission project and mutually agreed upon in consultation with the Tribe.
 - i) Plan and report forms shall be provided by the Commission and shall be specified in the work order for each project.
 - ii) No such reports, plans, or photos related to any TCRs shall be published or disclosed to any third-party without the prior written consent of the Tribe unless otherwise required by law.
 - iii) Tribal Monitor shall be responsible for labeling as "Confidential" any information the Tribe considers confidential.
 - viii) Attends all safety and training meetings required by the Commission.
- e) Administrative Assistant:
 - i) Provides liaison support for contract administration between the Commission and the Tribe
 - ii) Assists in the collecting and maintaining monitoring logs, survey logs and daily reports
 - iii) Provides direct assistance to Tribal Monitor Lead in the coordination and preparation of invoice packages.
 - iv) Coordinates all necessary follow-through in the preparation and amendment of invoices as needed.
 - v) Maintains all necessary documentation of Monitor Logs for Tribal and Commission records.
 - vi) Assists in the development of cultural resources training and cultural sensitivity training to Commission staff and construction staff; and coordinates resources on data collection platforms used for Tribal monitoring.
 - vii) Attends inter-agency and inter-tribal coordination meetings as requested by Cultural Preservation Directors/Cultural Resources Manager, as delegated.
 - viii) Leads on the Tribe's GIS Mapping for capturing, storing, checking, and displaying data related to Tribal Cultural Resources.

- ix) Attends all safety and training meetings required by the Commission.

5) Scope of Work

- a) The Tribe shall provide available services, upon request, including but not limited to:
 - i) Subject Matter Experts (SMEs) – The Tribe shall provide Tribal Monitors or SMEs approved by the Tribe as needed to comply with requirements relating to the protection of the Tribe's TCRs. The following classifications may serve as SMEs.
 - i) Honored Elder/Traditionalist
 - ii) Tribal Historic Preservation Officer
 - iii) Cultural Resources Director/Cultural Resources Manager
 - iv) Archaeologist
 - ii) Record Searches – Tribal databases predict the possibility of finding cultural resources and inform the Tribe of sensitive areas to monitor for projects.
 - i) Prior to the Commission initiating work in the Tribe's ancestral area of traditional and cultural affiliation that may require the use of Tribal Services, Tribe shall identify sensitive sites, which shall include a search of records maintained by the Tribe for geographical areas in and near the Project area.
 - ii) Tribal SMEs shall provide confidential results of record searches.
 - iii) Tribe shall identify approved staff for the protection of resources important to the Tribe, including TCRs, as defined in [Public Resources Code section 21074](#).
 - iv) In coordination with the Commission, the Tribe shall determine the number of Tribal monitors needed to monitor the Project or specific geographic areas within the Project area.
- b) Scheduling
 - i) Prior to ground-disturbing activities beginning, the Tribe, in collaboration with the Commission, shall determine the specific location(s) where Tribal monitoring shall occur and the number of monitors involved.
 - ii) The Commission shall provide the Tribe with a weekly work schedule forecast and map(s) of the Project area.
 - iii) The weekly forecast shall be submitted to the Tribe as early as possible, but not less than five (5) working days prior to the specified work is expected to commence.
 - i) It shall be recognized that construction schedules may change and a five (5) day notice may not always be possible.
 - ii) If the Project work schedule changes and the Project area to be monitored occurs on an unscheduled day, the Commission shall make best efforts to provide reasonable notice to the Tribe prior to the commencement of work in these areas.
 - (a) Failure by the Tribal Monitor to report to the Project site in a timely manner shall not delay Project activities.
 - iii) The Tribe and Commission shall identify a single point of contact for Tribal monitoring scheduling.
 - (a) The designated person for each party shall be responsible for communicating the work schedule, and any modifications to the proposed schedule, to appropriate staff and representatives within the Tribe.
- c) Cultural Awareness and Sensitivity Training – Education regarding the sensitivity of the Tribal Cultural Resources (TCRs) in the Project area, including understanding the difference between

non-Native archeological resources (cultural resources) and resources that are Native American in Nature (e.g. TCRs).

- i) Prior to Project commencement and any ground-disturbing activity, Tribe shall provide cultural awareness and sensitivity training to Project Contractor and all related personnel conducting work.
- ii) Training shall be conducted by an approved cultural or Tribal resource specialist and/or Tribal representative.
- iii) Tribe shall provide subsequent training sessions, as needed, to accommodate any new personnel becoming involved in the Project.
- iv) Training shall include the following:
 - i) The possibility of exposing cultural resources and TCRs
 - ii) Guidance on recognizing such resources
 - iii) A brief overview of the cultural sensitivity of the Project site and surrounding areas
 - iv) What resources may potentially be identified during ground-disturbance
 - v) Protocols that apply in the event unanticipated cultural resources or TCRs are identified, including whom to notify and appropriate avoidance measures until the find(s) are properly evaluated
 - vi) Safety procedures when working with monitors
 - vii) The requirement for confidentiality and culturally appropriate treatment of any kind of significance to Native Americans, consistent with Native American tribal values and customs
 - viii) Touching, collecting, or removing cultural materials from the Project area is strictly prohibited
 - ix) Consequences of non-compliance
- d) Safety
 - i) Tribe acknowledges that dangerous conditions may exist at Project work sites.
 - ii) Tribal monitors shall be required to attend safety meetings and are responsible for their own personal safety at the Project site(s).
 - iii) Tribal monitors shall adhere to all safety requirements regarding appropriate attire, hard hats, and safety vests.
 - iv) Personal Protection Equipment (PPE) shall be worn at all times while on the Project site.
 - i) Tribe shall be responsible for providing all required training and equipment necessary to conduct Tribal and Cultural Resources monitoring.
 - v) Failure to adhere to aforementioned safety requirements may result in removal from the Project site.
- e) Monitoring Protocols
 - i) Tribal monitor(s) shall be provided with sufficient work space and an unobstructed view of ground-disturbing activities, to the extent that it is safe.
 - ii) Tribal monitor(s) may request that activities be paused for a closer examination of exposed sediments and/or potential TCRs, as coordinated with the appropriate on-site Project Coordinator.
 - iii) Should closer analysis need to occur away from construction and possibly off-site, the Tribal monitor(s) shall record daily observations on a standard field form and the form shall be included in reports submitted to the Commission.

- iv) Any TCR information determined to be treated as confidential shall clearly be labeled as such in the reports.
- v) In the event that potential TCRs are discovered, all work at the specific location shall cease immediately to allow further investigation.
 - i) The Tribal monitor(s), Project Coordinator, if present, and other appropriate Commission representatives shall assess whether the discovery is a TCR, and the Commission, in consultation with the Tribal Monitor(s) or other Tribal representatives as warranted, shall take appropriate steps to protect the discovery before commencing work in the immediate area.
 - ii) This shall be done in coordination with the Project Coordinator and Project Contractor Project Coordinator.
 - iii) A Protective Buffer of a minimum hundred (100) meters radius from the center of the discovery or potential discovery shall be implemented.
 - iv) Ground-disturbing activities within the Protective Buffer shall cease immediately.
 - v) Tribe shall be empowered to provide verbal notification to Project Contractor to halt all ground-disturbing activities in the immediate area of discovery.
 - (a) Tribe shall inform Commission that a stop work order has been requested due to the potential discovery of human remains and/or associated funerary objects.
 - (b) Tribe shall provide written notice to the Commission within twenty-four (24) hours of the verbal notification.
 - vi) If it is determined that the discovery is not a TCR, the stop-work order shall be lifted immediately.
 - vii) In the event that human remains are discovered, the Commission shall contact the County Coroner and comply with all state and federal laws, including but not limited to the procedures set forth in [Public Resources Code section 5097.98](#).
 - viii) Details for monitoring protocols and communications are in the Monitoring and Communication Plan prepared for the Project.
- f) Repatriation
 - i) Collected TCRs are items found on the project site with Tribal cultural significance, and these objects shall be repatriated based upon guidance from the Tribe.
 - ii) The Tribe, in consultation with the Commission and appropriate landowner, shall identify an appropriate location for repatriation of collected TCRs and a cultural ceremony shall be facilitated.
- g) Reporting – All Tribal monitoring shall be documented, regardless of the presence or absence of TRCs.
 - i) **Project name shall be used on all documentation including monitoring logs and invoices: [PROJECT] – Tribal and Cultural Resources Monitoring.**
 - ii) The Tribal monitor(s) shall complete a monitoring log for each day of monitoring.
 - iii) At a minimum, the log shall include but not be limited to:
 - i) The date and time of monitoring
 - ii) Site location/designation
 - iii) The name of the monitor
 - iv) Locations monitored
 - v) Type of work monitored

- vi) A description of observations made during monitoring
- vii) A description of any recommendations made by the monitor(s)
- viii) A statement of whether any cultural or TCRs were identified
- ix) The disposition of any identified TCRs
- x) Any actions taken by the monitor
- xi) Any recommendations made by the Tribal monitor(s)
- xii) How any disagreements on treatment were resolved
- iv) The Tribal monitor(s) shall be responsible for labeling summaries “Confidential” if the summary includes information that the Tribe considers confidential.
- v) Tribal monitoring logs shall be provided to the Commission’s Project Coordinator on a weekly basis, and no later than Monday at noon for work conducted the previous week.
- vi) The Commission shall provide project monitoring log and reporting forms.
- h) Coordination with other Tribes
 - i) The Tribe shall work in collaboration with other Tribes that maintain a demonstrated interest in Project area to coordinate Native American cultural resource monitoring and facilitate the protection of cultural resources.
 - ii) Disputes between Tribes regarding the preservation, protection, and treatment of cultural resources shall be resolved by and in a manner prescribed by the Tribes.
- i) Billing rates shall be pursuant to Exhibit B, Table B-1 Cost Worksheet.
- 6) Project Phases – The State, at its option, may use the Tribe for other phases of the project if the Tribe accepts a fair and reasonable price for subsequent phases, to be later negotiated and reflected in a subsequent written instrument subject to the other conditions of this Agreement.
- 7) Effective Date
 - a) The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement, form STD 213, or the approval date by the Department of General Services, Legal Office if required, whichever is later. No work shall commence until the effective date. The Tribe shall not receive payment for work performed prior to the approval of the Agreement and before receipt of notice to proceed by the Commission Contract Officer.
- 8) Amendments
 - a) Amendments to this Agreement may be proposed by either party and shall be effective by the issuance of a written instrument executed by both parties and approved by the California Department of General Services or The Office of Legal Services if required. The Agreement price may be equitably adjusted to reflect any additional costs or new savings resulting from such amendment(s).
 - b) Work subject to such amendment(s) shall be performed in accordance with all applicable requirements of this Agreement, including any amendments thereto. No guarantee is made hereby that any change(s) or additional work will be authorized or required. The Commission reserves the right to make all adjustments in the Scope of Work to be performed by the Tribe in a manner which, in its sole discretion, determines to be in the best interests of the Commission, including, but not limited to, the hiring of additional contractors or replacement of subcontractors, subject to all other provisions of this Agreement.

9) Renewals

- a) The original term of this Agreement is for a total of four (4) years.
 - i) The term of the Retainer Award Agreement cannot exceed four (4) years.
 - i) In accordance with CCR Title 2, § 2980.3, the total value of Phase I services authorized under any single contract shall not exceed \$250,000.
 - ii) The Commission and the Tribe may mutually agree to extend the term for up to a total of 4 (four) years, commencing on the day after the expiration of the original term granted and the extension shall be performed in accordance with all applicable requirements of this Agreement.

10) Conflict

- a) The parts of this Agreement are complementary, describe, and provide for the completion of the work specified herein. This standard Agreement, including Exhibit A through D, makes up the entire Agreement between the parties. No document or communication passing between the parties hereto shall be deemed a part of this Agreement unless expressly identified as being a part of it.

11) Responsibilities of Program Project Coordinator

- a) The Commission's Program Project Coordinator and the Tribe Project Coordinator shall be the day-to-day representatives for the administration of this Agreement. Except as otherwise expressly provided, all communications relative to this Agreement shall be given to each Parties' Project Coordinator. Either party shall have the right to change its Project Coordinator upon written notice to the other party.
- b) The Project Coordinators shall agree on the work to be performed for all phases of this project prior to implementation of the project. The work shall not exceed the amount stated in Paragraph 3 of the Standard Agreement, form STD 213.
- c) The Project Coordinator during the term of this Agreement will be:
 - i) Commission **Project Co-Coordinator**
 - (1) NAME
 - (2) Environmental Justice and Tribal Liaison
 - (3) 100 Howe Avenue #100S – Sacramento, CA 95825
 - (4) PHONE
 - (5) EMAIL
 - (6) www.slc.ca.gov
 - ii) Tribe **Project Coordinator**
 - (1) NAME
 - (2) TITLE
 - (3) ADDRESS
 - (4) PHONE

(5) EMAIL

(6) WEBSITE

12) Administrative Representatives during the term of this Agreement shall be:

a) Commission **Contract Buyer**

i) NAME

ii) Contract Buyer & Analyst

iii) 100 Howe Avenue #100S – Sacramento, CA 95825

iv) PHONE

v) EMAIL

vi) www.slc.ca.gov

vii) Tribe **Contracting** Contact

i) NAME

ii) TITLE

iii) ADDRESS

iv) PHONE

v) EMAIL

vi) WEBSITE

viii) Commission **Accounting** Contact

i) Accounts Payable

ii) 100 Howe Avenue #100S – Sacramento, CA 95825

iii) 916-574-1900

iv) CSLC.AccountsPayable@slc.ca.gov

v) www.slc.ca.gov

ix) Tribe **Accounting** Contact

i) NAME

ii) TITLE

iii) ADDRESS

iv) PHONE

v) EMAIL

vi) WEBSITE

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 1) Invoicing and Payment – In consideration for the satisfactory completion of the services described herein, the Commission agrees to pay the Tribe, in arrears for deliverables and services upon completion of the Task, issuance of Commission acceptance, and the Tribe invoice issuance, at the following rates in Tables B-1, B-2, and B-3.
- a) The invoice shall be submitted by the Tribe, no more than monthly, in sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Tribe and the hours allocated to those activities. The rate for services rendered shall not exceed those as set forth in Cost Worksheet Table B-1.
 - b) The Invoice shall include the **Agreement Number: Cxxxxxxx** and be submitted by either of these methods:
 - i) Electronic delivery of invoices or supporting documentation is now accepted. Invoices and supporting documents shall be emailed to: CSLC.AccountsPayable@slc.ca.gov.
 - ii) Physical Delivery via regular mail to:
 State Lands Commission
 100 Howe Avenue #100-S
 Sacramento, CA 95825-8202
Attn: Accounting
 - c) Direct all inquiries regarding invoice submittal and payments to:
CSLC.AccountsPayable@slc.ca.gov.

2) Cost Worksheets

a) Cost Worksheet Table B-1: Not-to-exceed amount

Item	Services	Total
1	Tribal and Cultural Resources Monitoring services, including hourly wages, Tribal Record Searches, Cultural Awareness and Sensitivity Training, and Repatriation – ESTIMATE	\$xxx
2	Not-to-exceed Amount	\$xxx

b) Cost Worksheet Table B-2 Events: Flat Fees

Item	Event	Flat Fee
1	Cultural Awareness and Sensitivity Training	\$xxx
2	Tribal Record Search	\$xxx
3	Repatriation	\$xxx

c) Cost Worksheet Table B-3 Wage Determination – A list of the hourly fee rates for all personnel classifications that may be used for this project.

Item	Classification	Rate/Hour
1	Honored Elder/Traditionalist	\$xxx
2	Tribal Historic Preservation Officer (THPO)	\$xxx
3	Cultural Resources Director/Manager	\$xxx

State Lands Commission | [TRIBE NAME]

On-call Tribal & Cultural Resources Monitoring – [PROJECT NAME]

4	Archaeologist	\$xxx
5	Lead Tribal Monitor *	\$xxx
6	Tribal Monitor *	\$xxx
7	Administrator	\$xxx
8	Administrative Assistant	\$xxx

*Overtime Rate Applies to Classification

i) Overtime is defined as follows:

(1) Time and one-half

(a) Monday through Friday – Over eight (8) hours up to ten (10) hours

(b) Saturday – First eight (8) hours

(2) Double Time

(a) Monday through Friday – Over ten (10) hours

(b) Saturday – Over eight (8) hours

(c) Sundays and Holidays

3) Task Approval Process

- a) The designated Commission Program Project Coordinator shall maintain control and direction at all times over the scope of work being performed by the Tribe under this Agreement. The Commission Program Project Coordinator reserves the right to change the tasks as defined within the general scope of work to be performed by the Tribe.
- b) The Commission reserves the right to modify, reject, cancel, or stop any and all plans, schedules, or work in progress. In such event, the Tribe agrees to use all reasonable efforts to mitigate expenses and obligations under this Agreement. The Commission shall reimburse the Tribe for all satisfactory services rendered and expenses, if any, incurred prior to such notice of termination.

4) Deliverable Acceptance Criteria

- a) All concluded work must be submitted to the Commission for review and approval or rejection. Payment for all tasks performed under this Agreement will be based on deliverables. It will be the Commission's sole determination as to whether any tasks have been successfully completed and are acceptable.
- b) Throughout the contract, the Commission will review and validate services performed. In addition, the Project Coordinator will verify and approve the Tribe's invoices. Signed acceptance is required from the Commission representative to approve an invoice for payment.
- c) Deliverable acceptance criteria consist of the following:
 - i) Deliverable-specific work was completed as specified and the final deliverable product or service was rendered.
 - ii) Plans, schedules, designs, documentation, digital files, photographs, and reports (deliverables) were completed as specified and approved.
 - iii) All deliverable documentation and artifact gathering has been completed.
 - iv) All deliverables are in a format useful to the Commission.
- d) If a deliverable is not accepted, the Commission will provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

5) No Additional Work

- a) All work is subject to amendment requirements as specified in Exhibit A, Section 8. No additional work shall be performed by the Tribe unless authorized by the Program Project Coordinator and all requirements are met including the review by DGS Legal, if necessary.

6) Reimbursement Clause

- a) Reimbursement shall be according to the California Department of Human Resources (CalHR) current state rates, see <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. No travel outside the State of California by the Tribe shall be reimbursed unless there is prior written authorization obtained from the Commission.

7) Additional Funding

- a) If mutually agreed by the Commission and the Tribe, this contract may be amended to include additional funding at the same rates provided in Exhibit B, Cost Worksheet Table B-1.

8) Settlement of Disputes

- a) Tribe shall give the Executive Officer written notice of any dispute within fifteen (15) days after the facts giving rise to the dispute become known or should reasonably have become known. The notice shall state the issues, the material facts, and the relief requested. Within fifteen (15) days after receiving the notice, the Executive Officer or a designee will meet with Tribe to seek resolution. The Executive Officer shall issue a written decision within fifteen (15) days after that meeting, and the decision shall be administratively final for purposes of this Agreement. Tribe may challenge the decision only by timely presenting a claim under [Government Code sections 810-998.3 \(Government Claims Act\)](#) and by pursuing any judicial review that may be available. Tribe shall continue faithful performance of the Agreement while any dispute is pending. Failure to give the notice required by this paragraph constitutes a waiver of the dispute to the fullest extent permitted by law. Nothing in this paragraph enlarges the time for presenting a claim against the State or limits any right or defense available to the Commission under the Government Claims Act or other applicable law.

9) Budget Contingency Clause

- a) It is mutually agreed that, if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Contract, the Commission may cancel this Agreement and it shall be of no further force and effect provided, however, that the Commission's payment obligation to the extent of work already performed by the Tribe shall survive any such cancellation. In this event, the Commission shall have no liability to pay any funds whatsoever to the Tribe or to furnish any other considerations under this Agreement for work not yet performed by the Tribe and the Tribe shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission or offer an agreement amendment to the Tribe to reflect the reduced amount.

10) Prompt Payment

- a) The Commission shall pay properly submitted, undisputed invoices, refunds, or other undisputed payments due to individuals within 45 days of receipt or notification thereof, or automatically calculate and pay the appropriate late payment penalties as specified [Government Code section 927](#).

SAMPLE

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
 - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
 - c. Notification shall be provided to the State designee identified in this Contract.
 - d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
 - e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
 - f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 1) **Conflict with Existing Law** – The Tribe and the Commission agree that, if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.
- 2) **Insurance Requirements**
 - a) **General Liability** – The Tribe hereby warrants that there is General liability insurance presently in effect for the Tribe of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Said policy shall apply separately to each insured against whom any claim is made, or suit is brought, subject to the Tribes's limits of liability. The policy shall include the State of California, its officers, agents, and employees as additional insured.
 - b) **Vehicle/Automobile Liability** – The Tribe shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including those owned or hired. The policy shall include the State of California, its officers, agents, and employees as additional insured.
 - c) **Worker's Compensation Liability** – The Tribe hereby warrants that there is statutory worker's compensation, and employer's liability coverage in the amount of \$1,000,000 per employee/disease/accident, for all its employees who shall be engaged in the performance of work on the Property, including special extensions where applicable. Said policy shall include a waiver of subrogation endorsement in favor of the State of California. A waiver of subrogation endorsement is required for the workers' compensation policy.
 - d) The Tribe agrees that the liability insurance herein provided for shall be in effect at all times during the terms of this contract. In the event the Tribe fails to maintain said insurance coverage during the terms of this contract, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- 3) **Contract Performance** – All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- 4) **Multi-Factor Authentication** – The Tribe understands and agrees that in the event that the Tribe requires access to the Commission's digital resources, the Tribe may be required to authenticate identity using multi-factor authentication.
- 5) **Confidentiality and Publicity** – The Tribe will retain all information provided by the Commission and stakeholders in the strictest confidence. The Tribe will neither use nor disclose information provided by the Commission to anyone other than employees requiring the information to perform services under the agreement without the prior written consent of the Commission or, in the event of

information submitted to the Commission in confidence by staff or stakeholder, the prior written consent of the submitting entity. The Commission retains the right to enjoin any unauthorized disclosure in an appropriate court of law. Nothing in this provision or this Agreement shall limit the Commission's ability to release information to a third party or the public.

- a) Release of Information by Tribe – No reports, information, discoveries, or data assembled, developed, or obtained by the Tribe pursuant to this Agreement shall be released, made available to any person, or used in any manner by the Tribe in other activities without the prior written approval of the State.
 - b) Intellectual Property Rights –
The Tribe agrees not to incorporate into or make works developed, dependent upon any original works of authorship on Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting or obtaining for State nonexclusive, royalty-free, paid-up, irrevocable, perpetual, worldwide licenses to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
 - c) The Tribe is responsible for locating, obtaining, and securing the permissions for the use of intellectual property not owned by the State. This includes images, graphics, and other related files that are needed for the deliverables in this contract.
- 6) Accessibility – All records, deliverables, and information technology prepared for the Commission shall comply with [California Government Code sections 7405](#) and [11135](#) and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium, at a minimum Level AA success criteria.
 - 7) Graphics – The Tribe will provide the State the permission forms for the graphics if they use graphics from other sources such as a library. If they develop original graphics, then the original graphics will become the property of the State. Original graphics must be delivered to the State in both their native graphic design format and in a high-resolution JPEG.
 - 8) Model Release Forms – Model release forms acceptable to the State shall be provided for any recognizable person depicted in any of the photographs. The State may waive this right for certain historical photographs as approved by the Project Manager. All photos shall become the property of the State at the resolution they were taken at during the photo event.
 - 9) Diverse Cultures – The graphics will be sensitive to diverse cultures.
 - 10) Information Privacy – All data collection must conform to the requirements of the Information Practices Act ([Civil Code section 1798 et seq.](#)), the Public Records Act, [Government Code sections 11015.5](#) and [11019.9](#), and other applicable laws pertaining to information privacy.
 - 11) Data – The Tribe shall make available any Geographic Information System Files in ArcGIS Pro format with fonts, colors, line widths, and legend all prepared in advance and ready for use. To the extent possible, all source files shall be from California Natural Resources Agency Open Data (<https://data.cnra.ca.gov/dataset>).

- 12) Termination Clause – Each Party reserves the right to terminate this agreement without cause upon 30 days' written notice to the other Party. The Tribe shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- 13) Validity – The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 14) Workers' Compensation Insurance – By signing this agreement, the Tribe hereby warrants that it carries Workers' Compensation insurance on all of its employees who will be engaged in the performance of this agreement.

SAMPLE