

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CAHTO TRIBE AT THE LAYTONVILLE RANCHERIA
AND COUNTY OF MENDOCINO

THIS MEMORANDUM OF UNDERSTANDING, ENTERED INTO ON _____, 20____, identifies and sets forth the joint and individual responsibilities of the Cahto Tribe of the Laytonville Rancheria (hereinafter referred to as "CAHTO TRIBE") and the County of Mendocino (hereinafter referred to as "COUNTY") in the development and review of plans for the Laytonville Landfill Final Cover Repair Project ("PROJECT"), and access for ongoing groundwater monitoring as set forth herein.

It is hereby agreed between CAHTO TRIBE and COUNTY that:

1. COUNTY shall procure and contract for the design and construction of the PROJECT and perform such administrative work as is required for procurement, contracting, and contract management of the PROJECT.
2. CAHTO TRIBE shall participate in the PROJECT as provided herein, providing COUNTY with input for activities determined by CAHTO TRIBE as having a potential to effect Tribal Resources and the health of Tribal members.
3. COUNTY shall submit a right-of-way application to the BIA in accordance with to the Act of February 5, 1948 (25 U.S.C. 323-328) and 25 CFR 169 for County access over and across tribal lands for the purpose of ongoing groundwater monitoring of Wells 04-2 and 04-3, as shown on Attachment A, with 72 hours or more notice, with an option for Tribal escorts, and limited to quarterly monitoring and well maintenance. Any changes to the wells beyond maintenance will be by agreement between both parties. The Tribe will participate in developing appropriate access consent agreements as per BIA and Tribal requirements.
4. COUNTY shall retain sole responsibility for the maintenance, upkeep, operation, and all other functions related to the ownership of the facilities that are the subject of this PROJECT. This Memorandum does not change any ownership aspects of the Laytonville Landfill or appurtenant facilities that existed before the PROJECT.
5. The aforementioned PROJECT shall be designed and constructed pursuant to the plans and technical specifications prepared by COUNTY's consultants and contractors for PROJECT work. COUNTY, or consultant for COUNTY, shall consult with CAHTO TRIBE's

Executive Committee or designated officer/agent(s) to solicit input on PROJECT prior to beginning design work (scoping phase). COUNTY shall also make draft plans and specifications available for CAHTO TRIBE to review once they are approximately 65% and 90% completed, and any other point at which COUNTY deems CAHTO TRIBE input helpful or necessary to the process. CAHTO TRIBE's Executive Committee or designated officer/agent(s) shall review draft plans and specifications and provide written comments or other submittals no later than fourteen (14) business days after drafts are made available for review, unless a longer review time is specified by COUNTY. COUNTY will endeavor to provide as much time as possible for review as well as provide schedules, when possible, of when to expect documents. Due dates will be provided by COUNTY when documents are provided.

6. COUNTY is the awarding agency for PROJECT work. COUNTY reserves the right to proceed with work if CAHTO TRIBE fails to respond and/or provide timely input to COUNTY on PROJECT issues. Unless mutually agreed upon, the Tribe will have a minimum of fourteen (14) business days to respond to or provide input on projects.

COUNTY agrees to engage Cultural Monitor(s), designated and approved by CAHTO TRIBE, to be present on site during any earth moving, excavation, drilling or clearing activities that take place as a result of project related activities. Maintenance and other activities in previously disturbed areas, and drilling within the landfill footprint are exempt. Any costs of providing the Cultural Monitor(s) shall be borne by COUNTY pursuant to a separate agreement.

7. COUNTY agrees to review and take into consideration any written comments or other submittals provided by CAHTO TRIBE; however, the parties agree CAHTO TRIBE's input is not binding and COUNTY is not obligated to abide by any comments or input provided by CAHTO TRIBE unless required by law. COUNTY commits to provide written responses to CAHTO TRIBE's comments or input. Notwithstanding anything to the contrary, nothing in this Memorandum shall a waiver of or limitation of any of the CAHTO TRIBE's rights in law, in equity, or otherwise under the CEQA, NEPA, Section 106 of the NHPA to the extent applicable, nor its sovereign rights as a federally recognized Indian Tribe participating in government-to-government consultation with any government agency on the Project.

8. COUNTY agrees to participate in an annual meeting with the Tribe's Executive Committee to discuss site-related issues including, but not limited to, monitoring data and PROJECT schedule. The meeting will be consistent with the regular meetings of the Tribe's Executive Committee with dates and times, including alternates, provided to the County. This document will also be subject to review as part of the annual meeting.
9. This Memorandum does not replace any review process that CAHTO TRIBE will participate in regarding the Laytonville Landfill with state and federal agencies. This can include providing comments regarding processes with COUNTY to the agencies regulating the sites.
10. CAHTO TRIBE shall provide designated points of contact to COUNTY for addressing any PROJECT related issues.
11. No alteration of the terms of this Memorandum shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. COUNTY shall have the right to terminate all work on the PROJECT in the event that COUNTY determines, in its sole discretion, that the cost of completing the PROJECT exceeds the funding sources available for the PROJECT or that circumstances have changed such that completion of PROJECT is not necessary. COUNTY shall have the right to terminate this Memorandum in its sole discretion by providing written notice of same to CAHTO TRIBE.
13. CAHTO TRIBE shall have the right to terminate this Memorandum in its sole discretion. CAHTO TRIBE may exercise this right at any time by providing written notice of same to COUNTY.
14. This Memorandum shall not confer any right upon any other person or party, public or private. This Memorandum does not limit or restrict either party from participating in similar activities or arrangements with other entities.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Memorandum the day and year first above written.

**CAHTO TRIBE OF THE
LAYTONVILLE RANCHERIA**



MARY J. NORRIS, Tribal Chairperson

Attest: 


KENDRA J. CAMPBELL, Tribal Secretary-
Treasurer

COUNTY OF MENDOCINO

TED WILLIAMS, Chair
Mendocino County Board of Supervisors

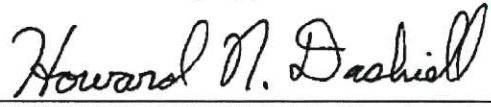
Attest: _____
DARCIE ANTLE, Clerk of the Board

Approved as to form and procedure:



CHRISTIAN CURTIS
County Counsel

Recommending Approval:



HOWARD N. DASHIELL, Director of
Mendocino County Department of
Transportation

Insurance Review:

By: 

RISK MANAGEMENT