MEMORANDUM OF AGREEMENT
BETWEEN CALIFORNIA AREA INDIAN HEALTH SERVICE,
THE SOBOBA BAND OF LUISEÑO INDIANS, AND THE STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
SEPTIC TO SEWER CONVERSION PROJECT IN RIVERSIDE COUNTY, CA

WHEREAS, the California Area Indian Health Service (IHS) plans to provide funding under its Sanitation Facilities Construction Program for the Soboba Band of Luiseño Indians (Soboba) Septic to Sewer Conversion Project (Undertaking); and

WHEREAS, Soboba has also applied for funding for the Undertaking directly from the EPA; and

WHEREAS, Soboba's Tribal Historic Preservation Officer (THPO) and the California State Historic Preservation Officer (SHPO) are consulting parties under 36 CFR 800.2(c)(1)&(c)(2)(i)(A); and

WHEREAS, in accordance with 36 CFR 800.2(c)(2)(I)(A) the THPO was consulted regarding the portion of the Undertaking occurring on or affecting historic properties on tribal lands and the SHPO was consulted regarding the portion of the Undertaking occurring off tribal lands; and

WHEREAS, the Undertaking involves construction of a new sewer collection system, both on-and off- the Soboba Indian Reservation (Reservation), to replace aging and inadequate septic systems and convey wastewater to a regional wastewater treatment plant; and

WHEREAS, IHS has defined the Undertaking's area of potential effects (APE) as the areas subject to direct and indirect effects resulting from construction activities required to install the sewer pipelines, underground lift stations, access facilities, and associated infrastructure and the SHPO and THPO have not objected to the APE as defined; and

WHEREAS, IHS has determined in consultation with SHPO that no historic properties are affected off tribal lands and has determined in consultation with the THPO that, pursuant to 36 CFR § 800.4(c)(2), the S-Curve Site and the Fiesta Site located on tribal land are Traditional Cultural Properties (TCPs) eligible for inclusion in the National Register of Historic Places (NRHP) under criteria A, B, and D; and

WHEREAS, IHS has determined in consultation with the THPO, that pursuant to 36 CFR § 800.5(d)(2) due to the physical destruction caused by the excavation of sewer lines within the boundaries of historic properties, the Undertaking will have an adverse effect on the S-Curve Site and the Fiesta Site on tribal lands but the Undertaking will not have an adverse affect on non tribal lands; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), IHS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

NOW, THEREFORE, IHS, Soboba and their THPO, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations to address the effect of the Undertaking on historic properties.

STIPULATIONS

IHS shall ensure that the following measures are carried out:

I. AVOIDANCE OF ADDITIONAL ADVERSE EFFECTS TO HISTORIC PROPERTIES

Through implementation of avoidance measures as defined in Stipulations III and V, The Undertaking shall, where feasible, avoid additional adverse effects to either of the two known historic properties (S-Curve and Fiesta Sites) or to those identified post review,.

II. POST REVIEW DISCOVERY

If previously unknown historic properties are identified during excavation or other ground disturbing activities, the contractor shall cease all earth-disturbing activities within a 100-foot radius of the area of discovery(ies). In accordance with 36 CFR 800.13(a)(2) and pursuant to Stipulation IV, Soboba shall retain a tribal monitor and a qualified professional archaeologist that meets the Secretary of the Interior's standards (36 CFR 61 Appendix A) to evaluate the significance of the find and follow the appropriate course of action. IHS shall comply with 36 CFR 800.13(b) by notifying the SHPO if the discovery was located on non-tribal lands and THPO if the discovery was located on tribal lands, and invite comment from Signatories to the MOA. IHS notifications will include a description of unanticipated effects, an eligibility recommendation or a proposed schedule for assessing eligibility, and if appropriate, a process to resolve potential adverse effects. If in consultation with the THPO/SHPO, IHS determines the find to be a historic property and avoidance of the resource is not feasible, steps outlined in Stipulation IV shall be followed. After the find has been appropriately avoided or the appropriate mitigation measures carried out, work in the area may resume.

III. TREATMENT OF HUMAN REMAINS

In the event that human remains are unearthed during excavation and grading activities, all activity shall cease immediately. Pursuant to State Health and Safety Code Section 7050.5, no further disturbance shall occur until the County coroner has made the necessary findings as to origin and disposition pursuant to PRC [Public Resources Code] Section 5097.98. If the remains are determined to be of Native American descent and are located on Tribal land, they are subject to the provisions of 43 CFR Part 10 Subpart B of the Native American Graves Protection and Repatriation Act, which stipulates the Indian Tribe (Soboba) will determine the appropriate treatment of remains found on tribal land. If the remains are located outside of Tribal land, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendant of the deceased Native American, who shall serve as consultant on how to proceed with the remains.

IV. DEVELOP HISTORIC PROPERTIES MANAGEMENT PLAN

At least 30 days prior to commencement of any grading, excavation and/or ground disturbing activities taking place, Soboba shall retain a qualified archaeological principal investigator, meeting the Secretary of Interior's Professional Standards for archaeology (36 CFR 61 Appendix A (b)), with experience and extensive knowledge of archaeological resources geographically connected to the Project site.

The Project Archaeologist, in consultation with the Soboba THPO and IHS, shall develop a Historic Properties Management Plan (HPMP) that addresses measures to avoid, minimize or mitigate adverse effects to historic properties. The HPMP should include the details, timing, and responsibilities of all parties involved in historic properties management activities that will occur on the project site.

V. DURATION

If the terms of this MOA are not carried out within five (5) years following its date of execution by the Signatory Parties, IHS will consult with the other parties to this MOA to reconsider its terms at least sixty (60) calendar days prior to its expiration. Reconsideration may include the continuation of the MOA as originally executed, amendment of the MOA in accordance with Stipulation IX below, or termination. In the event of termination, IHS will notify the other MOA parties in writing and, if it chooses to continue with the Undertaking, shall reinitiate review of the Undertaking in accordance with 36 CFR Part 800.

VI. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, IHS shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received regarding IHS's efforts to carry out the terms of this MOA.

VII. CONFIDENTIALITY

The parties to this MOA acknowledge that Historic Properties covered by this MOA are subject to the provisions of Section 304 of the National Historic Preservation Act (NHPA) (54 USC.§ 307103) and 36 CFR § 800.11(c), relating to the disclosure of sensitive archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with Section 304 of the NHPA, 36 CFR § 800.11(c), and 5 USC § 552, as amended (Freedom of Information Act).

VIII. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, IHS shall notify the other parties in writing and consult with the objecting party to resolve the objection. If IHS determines that such objection cannot be resolved, IHS will:

A. Forward all documentation relevant to the dispute, including any party's proposed resolution, to the ACHP. The ACHP shall provide the parties with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, IHS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The IHS will then proceed according to its final decision.
B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, IHS may make a final decision on the dispute and proceed accordingly. Prior to reaching

such a final decision, IHS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. IHS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS

A. This MOA may be amended only upon written agreement of the Signatories.

1. Upon receipt of a written request to amend this MOA, IHS will immediately notify the other consulting parties and initiate a thirty (30) day period from the date of receipt to consult on the proposed amendment, or as extended by the Signatories, whereupon all consulting parties shall consult to consider such amendments.

2. If agreement to the amendment cannot be reached by the Signatories within the thirty (30) day period, or as extended by the Signatories, resolution of the issue may proceed by following the dispute resolution process in Stipulation VII.

B. Each Appendix to this MOA may be individually revised or updated through consultation and agreement in writing of the Signatories and will require amendment of the MOA. Within thirty (30) days of revising any Appendix, IHS shall append any revised document to this MOA and share the final revised document with all consulting parties.

X. TERMINATION

A. Only a Signatory or Invited Signatory may terminate this MOA. If this MOA is not amended as provided for in Section IX of this stipulation, or a Signatory or Invited Signatory proposes termination of this MOA for other reasons, the Signatory proposing termination shall, in writing, notify the other parties to this MOA, explain the reasons for proposing termination, and shall consult with the other parties to this MOA for no more than thirty (30) calendar days to seek alternatives to termination.

B. Should such consultation result in an agreement, the parties shall proceed in accordance with the terms of that agreement and shall prepare any amendment to the MOA, if needed, in accordance with the terms of Stipulation IX.

C. If this MOA is terminated, and prior to work continuing on the Undertaking, IHS must either (a) execute new MOA/PA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. [AGENCY] shall notify the Signatories as to the course of action it will pursue.

D. Consultation shall not be required if IHS proposes termination because the Undertaking no longer meets the definition set forth at 36 CFR § 800.16(y).

[signature page follows]

SIGNATORIES:

California Area Indian Health Service:

Captain Jonathan Rash, Acting Area Director — Date: 10/14/2026

Soboba Band of Luiseño Indians:

Joseph Ontiveros, Tribal Historic Preservation Officer — Date: 10-14-2026

California State Historic Preservation Office

Julianne Polanco, State Historic Preservation Officer — Date: 10-14-2026