

## **SUMMARY OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNITED AUBURN INDIAN COMMUNITY AND PLACER COUNTY ON THE MITIGATION OF OFF-RESERVATION IMPACTS OF THUNDER VALLEY CASINO**

In January, 2000, the United Auburn Indian Community and Placer County signed a memorandum of understanding regarding two parcels of land that the tribe had purchased and was seeking to have taken into trust as reservation lands for a gaming facility and for a tribal residential community. The purpose of the MOU was to ensure that the lands could meet the tribe's needs while being compatible with surrounding land uses and minimizing adverse impacts on county services and residents. The MOU was amended in July, 2003 to enhance the fire and emergency services at the casino property.

The county acknowledged that, absent an MOU, the county would not have any jurisdiction on the tribe's lands, nor could it receive compensation for the impacts of tribal gaming and housing on the lands. The tribe agreed that it would pay the county the equivalent of property taxes, the county share of sales taxes, and transient occupancy taxes. It further agreed to conform to land use restrictions, mitigate environmental impacts, compensate the county for public safety costs, pay development and processing fees and conform to county building and design standards. The county agreed that any off-reservation impacts would be mitigated by the MOU and to support the tribe's request to the federal government to have the lands taken into trust for the benefit of the tribe.

### **Lands into Trust**

The tribe agreed to limit its lands-into-trust request to three parcels: a 58.3-acre parcel for a casino; an 1,100-acre parcel exclusively for tribal residential and community purposes; and a 2.8-acre parcel exclusively for cultural, religious and recreational purposes.

### **Compliance with County Ordinances**

The tribe agreed that any development on the lands would be in conformance with Placer County general and community plans, zoning ordinances and design guidelines.

### **Environmental Review**

While both parties agreed that the tribe's developments are not subject to the California Environmental Quality Act and do not need the county's discretionary approval, the tribe agreed to allow the county to review its projects to determine compliance with an environmental review process that substantially complies with CEQA.

### **Reimbursement for Law Enforcement Costs**

The tribe and the county agreed that the tribal casino would require five additional sheriff's deputies and an additional patrol car, for which the tribe would pay the county annually \$458,089, an amount that could increase consistent with current costs.

### **Fire Protection and Emergency Response**

Recognizing increased fire and emergency response costs from both its casino and residential community developments, the tribe agreed to build a new fire station on the casino property and to pay the county \$912,014 annually for staffing costs (adjusted annually to reflect actual and reasonable costs) and \$83,000 annually for operations and maintenance costs (adjusted annually by the consumer price index).

### **Roads and Traffic**

The tribe agreed to mitigate traffic issues in conformance with Placer County general and community plans and as determined to be necessary mitigations in an environmental review process that substantially complies with CEQA. The tribe agreed to pay all normal traffic mitigation fees, including those for the railroad crossing improvements, and to build a new two-lane road identified in the local community plan.

### **Sewer and Water**

The tribe agreed to construct a sewage treatment plant on its casino property, or to connect to either the county's or the City of Lincoln's sewage treatment plants, according to their terms and conditions. If it uses the county's or city's treatment plants, the tribe agreed to annex into the service area for sewer service and to pay all normal annexation and connection fees.

The tribe agreed to obtain water service through a city or county water agency and to conform to their requirements for service. Only if this could not be done would the tribe use wells as a source at the casino property.

### **Employment of Welfare Recipients**

The tribe agreed to work in good faith to employ qualified workers at its casino from the county's welfare-to-work program.

### **Problem Gambling**

The tribe agreed to contribute \$50,000 annually to a non-profit group dedicated to helping problem gamblers, of which \$45,000 would be used in Placer County, at the county's direction.

### **Protection of Open Spaces**

To help preserve open space, the tribe agreed to make an initial contribution of \$25,000 annually to Placer Legacy and to increase that contribution by \$25,000 annually until it reaches \$200,000, and then to maintain the \$200,000 contribution annually for the duration of the MOU.

### **County Revenues and Reimbursements**

The tribe agreed that it would provide reasonable reimbursements to the county for public and administrative services, including standard fees for fire, emergency medical, wastewater and other services. In addition, the tribe will pay the equivalent of property taxes, county share of sales taxes, and transient occupancy taxes.

### **Building Standards**

The tribe agreed to adopt the same building standards as provided in the Uniform Building Code and to provide the county International Conference of Building Officials certification that its facilities have been built in conformity with the code.

### **Dispute Resolution**

If either party believes there has been a violation of the MOU, it can request that they meet and confer in good faith to attempt to resolve the problem. If the complaining party does not believe the meet and confer has solved the problem, it may write to the other to set out the actions necessary to resolve the problem, and within 15 days the other party must respond denying there is a problem or setting out the steps it will take to resolve the issue. At this point, either party may initiate binding arbitration, and both parties consent to judicial enforcement of the arbitrator's decision in Sacramento County Superior Court.

### **Limited Waiver of Tribal Sovereign Immunity**

The tribe agreed to waive sovereign immunity in favor of Placer County for disputes arising from the MOU, and for no other purpose.

### **Support for Tribal Land-Into-Trust Application**

The county agreed to support the tribe's application to the United States government to have the three parcels of land taken into trust for the benefit of the tribe.

### **Tribal County Advisory Committee**

The county and the tribe agreed to establish a permanent advisory committee to consider questions and make recommendations on the implementation of the MOU. The committee is composed of two members of the Placer County Board of Supervisors or designees, the Placer County Sheriff or designee, one representative of a community organization dealing with the local impacts of gambling, and five representatives of the tribe.

