

**SUMMARY OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
RUMSEY BAND OF WINTUN INDIANS AND YOLO COUNTY ON THE  
MITIGATION OF OFF-RESERVATION IMPACTS OF CACHE CREEK CASINO  
EXPANSION AND HOTEL PROJECT**

This agreement was signed October 22, 2002 by Yolo County and the Rumsey Band of Wintun Indians to address the off-reservation impacts of the tribe's proposed casino expansion and hotel construction project, which a tribal environmental impact report identified as potentially significant. It is good until December 31, 2020. It may be reopened if there are changes that materially affect either party's ability to live up to the agreement's terms.

In making the agreement, Yolo County acknowledged that the tribe has sovereign status and that under state law, the county does not have an express role in the mitigation of off-reservation impacts. The tribe stated its willingness to enter the agreement as a responsible exercise of its sovereignty and in recognition that the tribe's long-term business and governmental interests are best served by accommodating the legitimate needs of neighboring governments.

Both Yolo County and the tribe agreed that the agreement is an enhancement of their mutual relationship and an enlightened approach to issues that have proven divisive elsewhere in the state.

**Project Scope and Construction**

The tribe agreed to reduce the size of the casino and to limit the hotel to 200 rooms. The tribe also capped the size of the parking facilities and the pool and spa.

All wastewater will be treated to a tertiary level.

All buildings will be constructed in full compliance with the state's uniform codes, including building, fire, electrical, mechanical and plumbing. The tribe will comply with local air quality standards to reduce pollution during construction.

All new outside lights will be 100% downcast, and landscaping will be provided to screen the casino and parking lots from Highway 16 and to decrease ambient heat.

If the tribe proceeds with its contemplated golf course project, it will apply to the county for a development agreement, comply with state and federal environmental laws on non-trust land, abide by any required mitigation measures, pay for all planning and environmental review, comply with county environmental health standards if tertiary-treated wastewater is used for irrigation, and place an equivalent amount of agricultural land into a perpetual agricultural conservation easement.

## **Traffic Mitigations**

The tribe agreed to fully mitigate off-reservation traffic related impacts from its casino expansion and hotel project, including:

- Fund the tribe's share of the cost of capacity and safety-related improvements on Highway 16 between Interstate 5 and the casino as proposed by CalTrans. If state and federal funds are not forthcoming, the tribe will fully fund those enhancements identified in its environmental evaluation to prevent Highway 16 from falling below an agreed-to level of service.
- Pay \$2.5 million to the county for improvements to local county roads to ensure they do not fall below an agreed-to level of service. The tribe will also pay up to \$43,000 per year for maintenance of these county road improvements.
- Pay an additional \$500,000 to the county to help the city of Woodland fund traffic-related improvements within the city. The tribe will also pay up to \$10,000 per year to maintain these improvements after they are constructed.
- The tribe agreed to pay for a park and ride facility for at least 800 vehicles and for shuttle service to and from the casino. Once the park and ride facility is complete, casino employees will be required to use it, and casino patrons will be encouraged to use it.

## **Water Resources**

The tribe agreed to an aggressive water recycling and conservation program, including the use of reclaimed water, xeriscaping and the use of low-flow appliances in the casino and hotel.

The tribe will provide the county with regular monitoring reports on levels within domestic wells on tribal land and surrounding property. Measures to significantly reduce water use at the tribal facilities will be undertaken if an overdraft occurs. The tribe agreed to comply with the county's groundwater ordinance, which addresses safe yields of groundwater, water quality, and geological integrity of the basin. The tribe also agreed to regularly monitor wastewater and domestic water consistent with state standards and to provide monitoring reports at least quarterly.

The tribe will apply to the county for approval of construction of a spray field facility for tertiary-treated wastewater. This project will be subject to CEQA, and the tribe will pay all planning and environmental review costs.

The tribe agreed to apply to the county for approval of an off-site storm water drainage system designed to handle a 100-year, 24-hour event. This project will be subject to CEQA, and the tribe will pay all planning and environmental review costs.

### **Public Safety**

The tribe agreed to build and staff a fire station on its trust land in Capay Valley. The station will have the necessary equipment and personnel to provide fire suppression and emergency medical aid, and it will be part of the mutual aid agreement with other fire departments and agencies. The tribe also agreed to permit local emergency service providers to use the tribe's upgraded cell phone system service at no cost.

### **Off-Reservation Impacts**

Within the first six months after this agreement was signed, the tribe paid Yolo County \$1.9 million for one-time costs associated with the mitigation of off-reservation impacts of the casino expansion and hotel construction.

Beginning October 1, 2003, the tribe began paying Yolo County for additional, intangible expenses related to the mitigation of off-reservation environmental impacts on the following schedule:

October 1, 2003	\$3 million
October 1, 2004	\$3.5 million
October 1, 2005	\$4 million
October 1, 2006	\$4.5 million
October 1, 2007	\$5 million.

Each year thereafter, the payment will increase from the \$5 million base by four percent or the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose area, whichever is less. The increase will be calculated each year from the amount paid in the previous year, through the remaining term of the agreement.

### **County Commitments**

Using the funds provided by the tribe for off-reservation impacts, Yolo County will develop a mitigation program that may address any of the following: water resources, traffic, noise impacts, social services, Sheriff's and other emergency services, development impacts, gambling addiction, affordable housing, updating the Capay Valley General Plan, and developing this agreement.

The county will comply fully with CEQA.

The county will create an advisory committee on tribal members of at least seven members to advise the board of supervisors.

### **Two By Two**

The board of supervisors will appoint two supervisors and the tribal council will appoint two council members to meet regularly to discuss tribal and county concerns.

**Dispute Resolution**

In the event of any disputes under the agreement, the tribe and the county agreed that they would first use a process of meeting and conferring in good faith not later than 10 days after one party sends the other a written notice specifying the issues to be resolved.

The tribe and the county agreed that alternative dispute resolutions, including arbitration, will be explored prior to resorting to judicial action.

The tribe agreed to a limited waiver of sovereign immunity, consenting to the jurisdiction of the Yolo County Superior Court in several limited circumstances.