



MENDOCINO COUNTY *MEMORANDUM*

Date: May 23, 2017

To: Board of Supervisors

From: Coyote Valley Ad Hoc Committee

Subject: Memorandum of Understanding with Coyote Valley Band of Pomo Indians

Background: The Coyote Valley Band of Pomo Indians ("Tribe"); the County of Mendocino ("County"); and the Redwood Valley-Calpella Fire Protection District ("District") negotiated an Memorandum of Understanding ("MOU") dated October 16, 2007 and amended by letter agreement dated June 7, 2012. The effect of the amendment was to pay \$5,000 monthly to the District and to defer payments to the County pending re-negotiation of the MOU. The Tribe sent a letter dated January 10, 2017 requesting a resumption of negotiations. Supervisors Brown and McCowen were appointed as an ad hoc committee and have been meeting with Tribal representatives since that time. The Board previously approved a counter offer to the Tribe. The following proposed points of agreement were agreed to by the ad hoc committee and Tribal representatives at a meeting last Friday and were subsequently approved by the Tribal Council later the same day.

Proposed points of agreement:

The County and Tribe recognize the value of the proposed improvements which constitute important contributions to economic development, housing, and water and wastewater sustainability for the Tribe and the region. Funds not paid by the Tribe for mitigation of off reservation impacts may be utilized to assist in the construction of the proposed improvements.

These terms shall be incorporated into a revised MOU which shall be stated in general terms to avoid setting a precedent favorable to either party.

The MOU shall clearly state that the conditions as agreed to are full compensation for all off-Reservation impacts, whether named or unnamed, and whether known or unknown at the time of the agreement.

The Tribe agrees to construct new economic development to a comparable level of aesthetic values and quality as the existing convenience store.

The Tribe shall pay \$65,701.32 annually, in equal monthly installments, to the District.

Although not part of the MOU, it is understood that the Tribe will continue to pay to the District the current annual amounts per dwelling unit and for fire hydrant inspection.

The Tribe will voluntarily submit plans for new construction to the District for review and comment and shall work collaboratively with the District to address any fire safety issues.

Although not required as an off reservation mitigation, within five years of casino opening, the Tribe shall construct road improvements, as previously recommended by Mendocino County Department of Transportation ("MCDOT"). The Tribe estimates the current value of these improvements at \$32,500 per year amortized over 20 years.

The Tribe shall apply for an encroachment permit from MCDOT for water and wastewater pipelines under N. State Street and comply with the reasonable conditions thereof. Although not part of this agreement, it is understood that the Tribe will follow a similar process with Caltrans for crossing U.S. Highway 101.

The Tribe shall pay County \$55,000 annually for off reservation impacts associated with the casino development.

The Tribe shall pay County an additional \$20,000 annually for off reservation impacts related to the increase in casino patronage related to the hotel.

The Tribe shall voluntarily pay \$2,500 annually to "Visit Mendocino" to assist in promoting the Tribe's economic enterprises.

Provided the Tribe maintains a Tribal police force, there shall be no separate or additional payment for mitigation of off reservation impacts. If the Tribal police force is disbanded or inactive, the Tribe shall pay County an additional annual mitigation of \$90,000.

All annual payment amounts shall be increased by the lesser of the Western States CPI or 2%.

Any new development that is subject to payment of mitigation fees for off-Reservation impacts shall be subject of a future negotiation and MOU.

Either party may request a re-opener of the MOU, with such request to be considered in good faith but with no obligation to re-open negotiations or to agree to revised conditions.

Tribe and County agree to meet at least every two years to review and discuss issues associated with the MOU.