

**DEPARTMENT OF TRANSPORTATION**

NORTH REGION ENVIRONMENTAL  
STREET ADDRESS  
CITY, CA ZIP  
(AREA CODE) PHONE NUMBER  
[www.dot.ca.gov](http://www.dot.ca.gov)  
TTY 711



*Making Conservation  
a California Way of Life.*

April 24, 2023

Mr. Steve Madrone, Fifth District Supervisor, Humboldt County  
825 5<sup>th</sup> Street, Suite 111  
Eureka, CA 95501-1153

**SUBJECT: Letter received by Caltrans on December 12, 2022 from Steven Madrone**

Dear Steven Madrone,

The letter received, December 12, 2022 includes your signature as Fifth District Supervisor of Humboldt County. The letter received with the same comments and questions on April 17, 2023 is on Humboldt County Board of Supervisors letterhead and includes your signature as Fifth District Supervisor. Do the comments and questions in these letters reflect the Humboldt County Board of Supervisors or is this letter coming from you as a member of the community?

We received your letter regarding the Trinidad Rancheria Access Project, a follow up to the meeting on December 5, 2022. Caltrans is providing quality management and oversight for work performed on the State Highway System that is administered by a different agency, as well as implementing California Environmental Quality Act (CEQA) oversight for projects within the Right of Way. In this capacity, we have addressed your comments (bold, italicized) below.

***“Purpose and Need #1: Scenic Drive is failing. While this is absolutely true from the Rancheria to the South, it is blatantly false for the north segment of scenic drive connecting Trinidad to the casino.”***

The Geotechnical Report for this project states (SHN Memo Reference #013071, August 27, 2015):

Scenic Drive (north of the Rancheria), the current access to the property, is a winding coastal road that has been subject to several past slope failures that have required stabilization repairs. We noted at

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**District 1**  
1656 Union Street, Eureka, CA 95501

**District 2**  
1657 Riverside Drive, Redding, CA 96001 (DO)  
1031 Butte Street, Redding, CA 96001 (W. Venture)

**District 3**  
703 B Street, Marysville, CA 95901

least three slope repairs along the outboard edge of the road along this segment; the repairs are apparently welded wire walls or gabion walls (which are largely overgrown with vegetation at this point).

***“Purpose and need #2: Reconnect Tribal lands that were severed by 1962 Freeway Construction. The one acre of tribal land severed by freeway construction in 1962 had never been used by the tribe in the nearly 60 years prior to freeway construction. The acre was subsequently abandoned in 1966...Twenty five years later, in 1988 the tribe purchased eight acres (non-contiguous to original tribal lands) of their own accord, which they now desire to connect to the casino. This connectivity problem the tribe now has was definitely not caused as stated by 1962 freeway construction.”***

Caltrans works with Native American Communities regardless of current or past land ownership.

When engaging in activities or developing policies that affect Native American tribal rights or trust resources, the Department acts in a knowledgeable, sensitive and respectful manner. Native American communities include lands held in trust by Tribal Governments, communities of non-federally recognized tribes, tribal members of California tribes living outside the exterior boundaries of a reservation or rancheria, Native Americans that are not part of a California tribe living in California. (Director's Policy 19, Working with Native American Communities)

The reference project is being administered by the Trinidad Rancheria; however, in general USDOT and Caltrans does work to reconnect communities that are currently burdened by highway facilities. The origin date of the burden is not related to the need for communities to be reconnected. In addition, identification for needed reconnection is indicated by the affected community itself.

Caltrans Reconnecting Communities Program centers on equitable community engagement and relationship building to facilitate a way for affected communities to express how they are burdened by highway facilities, identify their needs for reconnection and improved access, and develop transformational strategies and reconnect their community. (Caltrans Transportation Planning Manual Section 3-7-1).

An eligible facility for reconnecting communities is defined as “A highway, including a road, street, or parkway or other transportation facility, such as a rail line, that creates a barrier to community connectivity, including barriers to mobility, access,

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or economic development, due to high speeds, grade separations, or other design factors” (<https://www.transportation.gov/grants/reconnecting-communities>). The timeline of the burden caused by the barrier does not negate the eligibility of the facility identified as needing “removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities” (Caltrans Transportation Planning Manual Section 3-7-1).

**“The co-op agreement (01-0365ID between the Trinidad Rancheria and Caltrans DI) resulting in the approved Project Initiation Document (PID) warrants notice as follows:**

**#3: "PID shall satisfy... standards Caltrans would normally follow..."**

**#10: Caltrans will perform its review and approval in accordance with Project Development Procedures Manual" (PDPM), Caltrans review and approval will consist of performing independent Quality Assurance, and to verify that work meets department standards"**

**Was this Quality Assurance provided? In particular with reference to Purpose and Need, was the PDPM followed? It is acknowledged the PID has been approved; as such, please consider whether basing additional public resource allocation on this shaky foundation results in acceptable risks to the project.”**

The Interchange Control Evaluation, Weaving Analysis and Traffic Collision Analysis conducted by Caltrans for this interchange in 2015, informed the development of the Purpose and Need.

A Project Study Report – Project Development Support was produced in 2017. This report details the quality assurance review and approvals from Caltrans various divisions including Engineering, Traffic Safety, Transportation Planning, and Environmental among others. The following identified deficiencies led to the development of the project need (process per PDMP 9-23):

Primary Deficiencies:

Safe and Sustainable Access to the Trinidad Rancheria - Scenic Drive, from 1.5 miles south of Cher-Ae Lane to Cher-Ae Lane, has numerous narrow, one-lane unpaved areas that are geologically unstable. Maintaining this section of Scenic Drive in a sustainable and reliable manner is not viable as documented in the Geotechnical Screening of Alternatives Memorandum, SHN Consulting Engineering & Geologists, Inc., August 27, 2015. See Attachment J. Winter storms often result in full closure of this section of Scenic Drive, leaving the Rancheria with

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only one means of ingress/egress (Scenic Drive, north of Cher-Ae Lane).

Traffic Level of Service - Based on the information presented in Section 4 above, and the Trinidad Area Freeway Master Plan Study (Traffic Study), prepared by Omni-Means, Ltd, projected traffic growth within the study will result in LOS F conditions at intersections on Scenic Drive and at the US 101/Trinidad-Main Street I/C.

Tribal Lands Connectivity - When US 101 was constructed in the early 1950's [sic], Tribal lands were severed by the freeway. Currently, Tribal members living on the east side of US 101 have to travel 2 miles to access services at the Trinidad Rancheria. Some residents on the east side of the freeway simply walk across the freeway lanes to reach the Rancheria (a 0.3+/- mile distance).

Secondary Deficiencies:

Inadequate Shoulder Widths - According to the collision analysis prepared by Caltrans District 1 Traffic Operations, collisions along US 101 in the study area more often than not have resulted in the driver running off road, typically hitting another object off the road. US 101 shoulder widths through most of the study area are 4' wide, rather than the standard 10' wide. In addition, shoulder widths along Scenic Drive and Westhaven Drive are minimal or non-existent.

The Project Sponsor and the PDT defined the Purpose & Need and the PSR was reviewed and approved by the District Director and Deputy Directors prior to being listed in the STIP (process per PDMP 9-4; 9-10).

***“Kick off PDT minutes state: “Purpose and need were approved as part of the project process. The project meets the Caltrans equity statement to provide equitable transportation network.” The referenced equity statement is attached. Where/how does this statement apply to this project?”***

Caltrans' efforts to address equity are to be implemented in all activities undertaken by the Department. Caltrans' Equity statement calls for “intentional decision-making that recognizes past, stops current, and prevents future harms from our actions” due to “our leadership role and unique responsibility in State government to eliminate barriers to provide more equitable transportation” (<https://dot.ca.gov/about-caltrans/equity-statement>). Caltrans recognizes, in accordance with our role and responsibility, that there is a current harm in having a barrier in an underserved

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minority community, whose lands and access are severed by the transportation facility at this location.

“The Department emphasizes the fair treatment and meaningful involvement of people of all races, cultures, and income levels, including minority and low-income populations, from the early stages of transportation planning and investment decision-making through construction, operations, and maintenance.” (Director’s Policy 22, Environmental Justice)

Furthermore, the CTC has also issued a Racial Equity Statement, to ensure that planning and programming guidelines address equity concerns and issues (<https://catc.ca.gov/about/racial-equity-statement>). USDOT has also developed an Equity Action Plan that defines indigenous populations as overburdened communities pursuant to Executive Order 13985 (<https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government>).

We, as a State Department of Transportation, have been tasked with implementing a quantitative Equity Screening component to our Statewide Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) development processes.

This project is funded via STIP as well as the Tribal Transportation Program (TTP).

**“And finally, how does this project, with or without all its aforementioned problems, warrant the use of public money? Public Money is for public benefit.”**

The funded portion of this project, the environmental phase or the Project Approval and Environmental Document (PA&ED) were allocated to Trinidad Rancheria pursuant to 23 U.S.C. 202(a)(9).

Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to the FHWA, funds that have been so apportioned

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Brandon Larsen  
Deputy District Director, Planning  
Caltrans District 1

December 12, 2022

Re: 48040\_ Community concerns

Dear Mr. Larsen:

This letter follows our meeting of December 5, 2022 wherein concerns regarding the Trinidad Rancheria's "Transportation Improvement Project" were discussed. Pursuant to that meeting we understand we will receive written responses to the following concerns:

- Purpose and Need #1: Scenic Drive is failing. While this is absolutely true from the Rancheria to the South, it is blatantly false for the north segment of scenic drive connecting Trinidad to the casino.
- Purpose and need #2: Reconnect Tribal lands that were severed by 1962 Freeway Construction. The one acre of tribal land severed by freeway construction in 1962 had never been used by the tribe in the nearly 60 years prior to freeway construction. The acre was subsequently abandoned in 1966...Twenty five years later, in 1988 the tribe purchased eight acres (non-contiguous to original tribal lands) of their own accord, which they now desire to connect to the casino. This connectivity problem the tribe now has was definitely not caused as stated by 1962 freeway construction.
- The co-op agreement (01-0365ID between the Trinidad Rancheria and Caltrans D1) resulting in the approved Project Initiation Document (PID) warrants notice as follows:

#3: "PID shall satisfy... standards Caltrans would normally follow..."

#10: Caltrans will perform its review and approval in accordance with Project Development Procedures Manual" (PDPM), Caltrans review and approval will consist of performing independent Quality Assurance, and to verify that work meets department standards"

Was this Quality Assurance provided? In particular with reference to Purpose and Need, was the PDPM followed? It is acknowledged the PID has been approved; as such, please consider whether basing additional public resource allocation on this shaky foundation results in acceptable risks to the project.

- Kick off PDT minutes state: "Purpose and need were approved as part of the project process. The project meets the Caltrans equity statement to provide equitable transportation network." The referenced equity statement is attached. Where/how does this statement apply to this project?
- And finally, how does this project, with or without all its aforementioned problems, warrant the use of public money? Public Money is for public benefit.

Thank you for your written responses.



Steve Madrone, Fifth District Supervisor, Humboldt County

Attachments

- O- 1\_17\_22 letter to HCAOG
- A- 1\_6\_22 TAC letter
- B- P&N SCENIC.PPT (3 pp.)
- C- Reconnect Tribal lands. ppt (7 pp.)
- D- Co-op agreement #01-0365
- E- Caltrans Equity statement

# RT EQUITY STATEMENT

December 10, 2020



## **Acknowledgement**

The California Department of Transportation (Caltrans) acknowledges that communities of color and under-served communities experienced fewer benefits and a greater share of negative impacts associated with our state's transportation system. Some of these disparities reflect a history of transportation decision-making, policy, processes, planning, design, and construction that "quite literally put up barriers, divided communities, and amplified racial inequities, particularly in our Black and Brown neighborhoods."<sup>1</sup>

Caltrans recognizes our leadership role and unique responsibility in State government to eliminate barriers to provide more equitable transportation for all Californians. This understanding is the foundation for intentional decision-making that recognizes past, stops current, and prevents future harms from our actions.

## **Statement of Commitment**

We will achieve equity when everyone has access to what they need to thrive — starting with our most vulnerable — no matter their race, socioeconomic status, identity, where they live, or how they travel. To create a brighter future for all Californians, Caltrans will implement concrete actions as outlined in our Race & Equity Action Plan, regularly update our Action Plan, and establish clear metrics for accountability in order to achieve the following commitments:

1. **People** - We will create a workforce at all levels that is representative of the communities we serve by improving our recruitment, hiring, contracting, and leadership development policies and practices.
2. **Programs & Projects** - We will meaningfully engage communities most impacted by structural racism in the creation and implementation of the programs and projects that impact their daily lives by creating more transparent, inclusive, and ongoing consultation and collaboration processes. We will achieve our equity commitments through an engagement process where everyone is treated with dignity and justice. We will reform our programs, policies, and procedures based on this engagement to avoid harm to frontline and vulnerable communities. We will prioritize projects that improve access for and provide meaningful benefits to underserved communities.
3. **Partnerships** - By leveraging our transportation investments, we also commit to increasing pathways to opportunity for minority-owned and disadvantaged business enterprises, and for individuals who face systemic barriers to employment.
4. **Planet** - We commit to combatting the climate crisis and its disproportionate impact on frontline and vulnerable communities — such as Black and Indigenous peoples, communities of color, the people experiencing homelessness, people with disabilities, and youth. We will change how we plan, design, build, and maintain our transportation investments to create a more resilient system that more equitably distributes the benefits and burdens to the current and future generations of Californians.

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<sup>1</sup> California State Transportation Agency Secretary David Kim's Statement on Racial Equity, Justice and Inclusion in Transportation



January 17, 2022 (for presentation at Jan. 20 HCAOG Board meeting)

To: HCAOG Board  
From Lucy Kostrzewa, P.E., co-chair Friends of Westhaven  
Re: Trinidad Area Access Improvement Project Purpose and Need

Dear HCAOG Boardmembers:

This letter follows my comments at the August 19, 2021 HCAOG meeting, wherein I expressed concern as my Westhaven community was without notice included in the Trinidad Rancheria's Project.

In researching Westhaven's involvement I discovered the Project's Purpose and Need Statement fails to align with historical accuracy or ground truth. This was presented to the HCAOG TAC at their meeting of Jan. 6, 2022 (attach. A), as follows:

Purpose and Need #1- "to provide a reliable route to the Rancheria , as Scenic Drive is failing..." (paraphrased by author for succinctness)

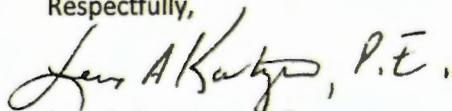
Scenic Drive is failing to the south of the rancheria, as it is falling into the ocean along unstable coastal bluffs. Scenic Drive from the Rancheria to the north, however, is in relatively fine shape, as it veers inland beginning at the Rancheria, and is buffered from coastal instabilities by many expensive Trinidad homes which ARE built upon the bluffs. There is a reliable route to the Rancheria- scenic drive to the north. Please consult google earth to verify (Attachment B – 3 pp.)

Purpose and Need #2: Reconnect tribal lands – severed by 101 construction, leaving tribal members who reside east of 101 without direct access. (paraphrased by author for succinctness)

Caltrans records show one acre was severed and remained on the east side of highway 101 in 1962. The one acre on the east was never used by the tribe, never developed, and was ultimately abandoned in 1966. In the late 1980s the tribe bought approx. eight acres on the east side of the freeway, non-contiguous to any original 1908 tribal lands. Tribal members living on the east side of 101 live on land purchased by the tribe 25 years after the freeway was constructed. (Attachment C- 7 pp.)

I ask the HCAOG board to be aware of the foundational weaknesses in this project- the same two questionable justifications are used for the Caltrans-approved interchange Design Exception. As alternatives in the PSR were ranked based on the debatable purpose and need, The upcoming CEQA process (tax-funded) may send the entire project back to the drawing board.

Respectfully,



Lucy A Kostrzewa, P.E.

Retired Caltrans Senior Transportation Engineer  
Co-chair, Friends of Westhaven

Attach. A (1p.) letter to HCAOG TAC 1/6/22  
Attach. B (3 pp.) Scenic Drive from Google Earth  
Attach. C (7 pp.) Caltrans Records re: historical tribal lands

January 4, 2022 (for presentation at Jan. 6 TAC meeting)

To: HCAOG Technical Advisory Committee

From Lucy Kostrzewa, P.E., co-chair Friends of Westhaven

Dear TAC members:

As a 43 year resident of Westhaven, I was appalled when without notice (and in violation of Gold Book standards required by Caltrans Co-op agreement with the Trinidad Rancheria), the Community of Westhaven was unwelcomely included in the Trinidad Access Improvement Project.

AS a former Caltrans Senior Transportation Engineer, now retired after 30 years in Caltrans District 1, I offered my experience to my concerned neighborhood in researching how and why Westhaven was included. While answering that question, have become aware of numerous red flags within the project documents, ranging from inconsistencies to false statements to omissions of relevant information. One of these concerns, regarding Purpose and need, is brought to your attention with this letter and the accompanying powerpoint ( seven p.).

The Purpose and Need states: Reconnect tribal lands – severed by 101 construction, leaving tribal members who reside east of 101 without direct access. (paraphrased by author for succinctness)

Long term neighbors questioned this claim, as they recalled the tribe's purchase of land adjacent to their own homes in the late 1980's. A public records request was made to CT yielding information which is in direct conflict with projects stated purpose and need of reconnecting historical tribal lands.

Caltrans Records show:

One acre was severed and remained on the East side of the highway in 1908. (p.2 of powerpoint)

The one acre on the east was never used by the tribe, never developed, and was ultimately abandoned in 1966. (p.4,5/7 .ppt)

In the late 1980s the tribe bought approx. 8 acres on the east side of the freeway, non—contiguous to any original 1908 tribal lands. Tribal members living on the east side of 101 live on land purchased by the tribe 25 years after the freeway was constructed. (p.6,7/7 .ppt)

This information from Caltrans and Humboldt County Recorders Office stands in direct opposition to the project's claimed need to reconnect tribal lands severed by 101 freeway construction for tribal member access.

We are now entering the PA&ED / CEQA phase- tax funded. As alternatives in the PSR were ranked based on meeting Purpose and Need, I ask the TAC to accept my research documentation, draw an independent conclusion regarding the validity of the projects Purpose and Need, and potentially provide for modification of the projects alternatives.

Thank you for your time and consideration.

Respectfully,



Lucy A Kostrzewa, P.E.

Co-chair, Friends of Westhaven

### COOPERATIVE AGREEMENT

THIS AGREEMENT, EFFECTIVE THE DATE UPON WHICH THE LAST PARTY EXECUTES IT, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS", and the CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA, a federally recognized Sovereign Tribal Government referred to herein as the "TRINIDAD RANCHERIA". CALTRANS and the TRINIDAD RANCHERIA are collectively referred to herein as the "PARTIES".

### RECITALS

CALTRANS and the TRINIDAD RANCHERIA, pursuant to Streets and Highways Code section 94, are authorized to enter into a Cooperative Agreement for the purpose of CALTRANS' review and approval of a project initiation document (PID) prepared by the TRINIDAD RANCHERIA.

1. The TRINIDAD RANCHERIA desires to develop a PID to study an new interchange that would provide reliable access from the TRINIDAD RANCHERIA's residential, business and education facilities to State Route 101, referred to herein as the "PROJECT". The PROJECT is needed to provide access during periodic closures of the TRINIDAD RANCHERIA's current access that results from slipouts or slides. The PROJECT will also relieve future congestion in the City of Trinidad.
2. PARTIES acknowledge that this Agreement is only applicable for a project study report (PSR) PID.
3. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
4. The TRINIDAD RANCHERIA is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS for its oversight.
5. CALTRANS will review and, if adequate, approve the PID prepared by the TRINIDAD RANCHERIA as reimbursed work; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps as reimbursed work; and will also actively participate in the project delivery team (PDT) meetings as reimbursed work.
6. PARTIES acknowledge that CALTRANS' approval of the PID does not constitute PROJECT approval and that further agreements must be executed and further studies must be performed prior to PROJECT approval, including, but not limited to, CALTRANS' approval and adoption of an environmental analysis of the PROJECT's impacts and the issuance of an encroachment permit by CALTRANS,
7. PARTIES hereby set forth the terms, covenants and conditions of this Agreement, under which they will complete the PID.

## AGREEMENT

1. The TRINIDAD RANCHERIA will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of the TRINIDAD RANCHERIA by a Civil Engineer registered in the State of California.
2. The TRINIDAD RANCHERIA will complete the activities assigned to it on the Scope Summary-Exhibit A which is attached to and made a part of this Agreement by reference. CALTRANS will complete the activities that are assigned to it on the Scope Summary. Activities marked with "N/A" on the Scope Summary are not included within the scope of this Agreement.
3. The PID shall satisfy all applicable State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
4. The TRINIDAD RANCHERIA shall obtain from CALTRANS the necessary encroachment permits authorizing entry of the TRINIDAD RANCHERIA and its consultants or contractors onto the SHS right of way to perform surveying and other investigative activities required for preparation of the PID.
5. The TRINIDAD RANCHERIA agrees to pay CALTRANS, an amount not to exceed \$88,000.
6. PARTIES will not incur costs beyond the funding commitments established in this Agreement.
7. CALTRANS will provide the TRINIDAD RANCHERIA with relevant and readily available information in the form of data dumps, spreadsheets, and maps as reimbursed work; and will actively participate in the PDT meetings as reimbursed work.
8. CALTRANS will complete a review of the draft PID and provide its comments to the TRINIDAD RANCHERIA within sixty (60) calendar days from the date CALTRANS received the draft PID from the TRINIDAD RANCHERIA. The TRINIDAD RANCHERIA will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by the TRINIDAD RANCHERIA, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from the TRINIDAD RANCHERIA.
9. After the TRINIDAD RANCHERIA revises the PID to address all of CALTRANS' comments and submits the PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date CALTRANS received the draft PID from the TRINIDAD RANCHERIA. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, the TRINIDAD RANCHERIA will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review.
10. CALTRANS will perform its review and approval in accordance with the provision of the current "Project Development Procedures Manual". CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that work meets department standards and determination that it is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID, nor any validation by verifying nor rechecking work performed by the TRINIDAD RANCHERIA or providing guidance to the TRINIDAD RANCHERIA. No liability will be assignable to CALTRANS, its officers and employees by the TRINIDAD RANCHERIA under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.

11. CALTRANS will invoice TRINIDAD RANCHERIA for a deposit of \$8,000 upon execution of this Agreement. This deposit represents two (2) months' estimated support costs. TRINIDAD RANCHERIA will pay invoices within thirty (30) calendar days of receipt. Thereafter, CALTRANS will submit monthly invoices to TRINIDAD RANCHERIA, accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses. After PARTIES agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.
12. If any hazardous materials (HM), pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, the TRINIDAD RANCHERIA will notify CALTRANS within twenty-four (24) hours of discovery. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.  
  
HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.  
  
HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.
13. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within existing CALTRANS right-of-way. CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities within the CALTRANS right-of-way. If HM-1 is found outside existing CALTRANS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. TRINIDAD RANCHERIA, will work with the agency having land use jurisdiction over the parcel(s) to ensure that HM-1 management activities are undertaken by the owner of the parcel(s) with minimum impact to the PROJECT schedule.
14. If HM-2 is found within the limits of the PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will, as part of the Project, be responsible for HM-2 management activities, including but not limited to any and all remediation actions required to identify, assess, remediate, control or avoid hazardous materials. Any management activity cost related to HM-2 is a PROJECT cost.
15. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
16. CALTRANS' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with CALTRANS's policy on such acquisition.
17. CALTRANS' obligations under this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation commission.

18. Neither the TRINIDAD RANCHERIA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless the TRINIDAD RANCHERIA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
19. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by the TRINIDAD RANCHERIA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon the TRINIDAD RANCHERIA under this agreement. It is understood and agreed that the TRINIDAD RANCHERIA will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the TRINIDAD RANCHERIA and/or its agents under this Agreement.
20. Limited Waiver of Sovereign Immunity.
  - a. Notwithstanding any other provision in this agreement to the contrary, nothing in this agreement shall be deemed to be a general waiver of the Trinidad Rancheria's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, the TRINIDAD RANCHERIA expressly waives its immunity and consents to be sued by CALTRANS in a California state court of competent jurisdiction to enforce its rights in law and equity under the terms of this Agreement including recovery of damages or relief incident to the TRINIDAD RANCHERIA'S breach of any term, condition, warranty, representation and covenant of the TRINIDAD RANCHERIA arising under this Agreement; provided that this waiver shall not extend to punitive damages; and provided further that this waiver shall terminate upon the termination of this Agreement, except that it shall remain in effect for CALTRANS' enforcement of the indemnification articles of this Agreement that remain in effect under Article 20 of this Agreement. The signatory for the TRINIDAD RANCHERIA is expressly authorized to make this limited waiver of sovereign immunity on behalf of the TRINIDAD RANCHERIA through the Tribal Resolution that is attached to and made a part of this Agreement by reference in Exhibit B.
  - b. In the event of intervention by any additional party into any such action without the consent of the TRINIDAD RANCHERIA, the waiver of the TRINIDAD RANCHERIA provided for herein may be revoked, unless joinder is required to preserve the court's jurisdiction; provided that nothing herein shall create any rights in entities not a party to this Agreement or shall be construed to constitute a waiver of the sovereign immunity of the TRINIDAD RANCHERIA in respect to any such third party.
  - c. The waivers and consents provided for under this Section shall extend to civil actions authorized by the Agreement, including, but not limited to, any action to confirm or enforce any judgment or award as provided herein, and any appellate proceedings emanating from a matter in which an immunity waiver has been granted; provided that this limited waiver of immunity shall not grant CALTRANS any right or interest in the

property, assets, or income of the TRINIDAD RANCHERIA. Except as stated herein or elsewhere in this Agreement, no other waivers or consents to be sued, either express or implied, are granted by either party.

21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTY(IES) hereto.
22. This Agreement will terminate 90 days after the PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement

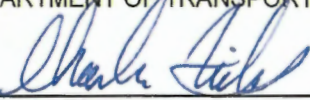
IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

**SIGNATURES**

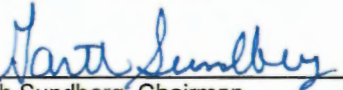
PARTIES declare that:

1. Each party is an authorized legal entity under California state or federal law.
2. Each party has the authority to enter into this agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:  6/13/2012  
District Director

CHER-AE HEIGHTS INDIAN COMMUNITY OF THE  
TRINIDAD RANCHERIA

By:  6/12/12  
Garth Sundberg, Chairman

CERTIFIED AS TO REIMBURSED AUTHORITY:

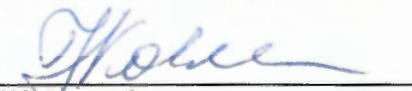
By:  6/14/2012  
District Budget Manager

By:   
Title

APPROVED AS TO FORM:

By:   
Deputy Attorney

APPROVED AS TO FINANCIAL TERMS:

By:   
HQ Accounting



**EXHIBIT- A                      SCOPE SUMMARY (PSR)**

4	5	6	7	8	Description	CALTRANS	TRINIDAD RANCHERIA	N/A
1	150				DEVELOP PROJECT INITIATION DOCUMENT [PSR]		X	
		05			TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT		X	
			05		REVIEW OF EXISTING REPORTS STUDIES AND MAPPING	X		
			10		GEOLOGICAL HAZARDS REVIEW		X	
			15		UTILITY SEARCH		X	
			20		ENVIRONMENTAL CONSTRAINTS IDENTIFICATION		X	
			25		TRAFFIC FORECASTS/MODELING	X		
			30		SURVEYS AND MAPS FOR PID		X	
				05	REGULAR SURVEYS AND MAPS FOR PID	X		
				10	ACCELERATED ENGINEERING SURVEYS		X	
			35		PROBLEM DEFINITION		X	
			45		AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY	X		
			99		OTHER DEFINITION AND ASSESSMENT PRODUCTS		X	
		10			INITIAL ALTERNATIVES DEVELOPMENT		X	
			05		PUBLIC/LOCAL AGENCY INPUT	X		
			10		VALUE ANALYSIS		X	
			15		CONCEPT ALTERNATIVES DEVELOPMENT		X	
			99		OTHER INITIAL ALTERNATIVE DEVELOPMENT PRODUCTS		X	
		15			ALTERNATIVES ANALYSIS		X	
			05		RIGHT OF WAY DATA SHEETS		X	
			10		UTILITY RELOCATION REQUIREMENTS ASSESSMENT		X	
			15		RAILROAD INVOLVEMENT DETERMINATION		X	
			20		DISTRICT PRELIMINARY GEOTECHNICAL REPORT (DPGR)		X	
			25		PRELIMINARY MATERIALS REPORT		X	
			30		STRUCTURES ADVANCE PLANNING STUDY		X	
				05	STRUCTURES PRELIMINARY GEOTECHNICAL REPORT		X	
				10	STRUCTURES PRELIMINARY HYDRAULICS REPORT		X	
				15	STRUCTURES PRELIMINARY ARCHITECTURAL AND AESTHETICS REPORT		X	
				20	STRUCTURES PRELIMINARY MAINTENANCE REPORT		X	
				25	STRUCTURES PRELIMINARY CONSTRUCTION PLAN		X	
				30	STRUCTURES ADVANCE PLANNING REPORT		X	
				99	OTHER STRUCTURES ADVANCE PLANNING STUDY PRODUCTS		X	
			35		MULTIMODAL REVIEW		X	
			40		HYDRAULIC REVIEW		X	
			45		TRAFFIC CAPACITY ANALYSIS		X	

**EXHIBIT- A**                      **SCOPE SUMMARY (PSR)**

4	5	6	7	8	Description	CALTRANS	TRINIDAD RANCHERIA	N/A
			50		TRAFFIC STUDIES		X	
			55		CONSTRUCTION ESTIMATES		X	
			60		PRELIMINARY TRANSPORTATION MANAGEMENT PLAN		X	
			99		OTHER ALTERNATIVE ANALYSIS PRODUCTS		X	
		20			PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT		X	
			05		INITIAL NOISE STUDY		X	
			10		HAZARDOUS WASTE INITIAL SITE ASSESSMENT		X	
			15		SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW		X	
			20		INITIAL NEPA/404 COORDINATION		X	
			25		INITIAL BIOLOGY STUDY		X	
			30		INITIAL RECORDS AND LITERATURE SEARCH FOR CULTURAL RESOURCES		X	
			40		INITIAL COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES		X	
			45		INITIAL AIR QUALITY STUDY		X	
			50		INITIAL WATER QUALITY STUDIES		X	
			55		INITIAL FLOODPLAIN STUDY		X	
			60		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT PREPARATION		X	
			65		INITIAL PALEONTOLOGY STUDY		X	
			70		INITIAL NATIVE AMERICAN COORDINATION		X	
			99		OTHER PEAR PRODUCTS		X	
		25			APPROVED PID [PSR PSSR ETC.]	X		
			05		DRAFT PID		X	
			10		APPROVED EXCEPTIONS TO DESIGN STANDARDS	X		
			15		APPROVED ACCESS MODIFICATION REQUEST	X		
			20		PID CIRCULATION REVIEW AND APPROVAL	X		
			25		STORM WATER DATA REPORT		X	
			30		DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			X
			05		COST ESTIMATES FOR ALTERNATIVES			X
			10		FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS			X
			15		APPROVED EXCEPTIONS TO ENCROACHMENT POLICY			X
			20		DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			X
			25		DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL			X
			99		OTHER PID PRODUCTS		X	
		35			REQUIRED PERMITS DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
		40			PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
		45			BASE MAPS AND PLAN SHEETS FOR PROJECT		X	



## Cher-Ae Heights Indian Community of the Trinidad Rancheria

### CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA RESOLUTION OF THE COMMUNITY COUNCIL

#### RESOLUTION NO. CC-11-01

**SUBJECT:** Approval of a Waiver of Sovereign Immunity as pertains to the Cooperative Agreement between the Trinidad Rancheria and the State of California acting through its Department of Transportation (Caltrans) and authorization for the Trinidad Rancheria Chairman to execute the Agreement.

**WHEREAS:** The Cher-Ae Heights Indian Community of the Trinidad Rancheria (Trinidad Rancheria) is a federally recognized Indian Tribe located in California and has a government-to-government relationship with the United States of America; and

**WHEREAS:** The authority of the Cher-Ae Heights Indian Community Council (hereinafter "Community Council") to govern the Trinidad Rancheria is set forth in the Tribe's Constitution; and

**WHEREAS:** Article V, Section 2(g) of the Trinidad Rancheria Constitution authorizes the Community Council to approve a waiver of the tribe's sovereign immunity; and

**WHEREAS:** The Trinidad Rancheria Tribal Council and the State of California acting through its Department of Transportation (Caltrans) have determined it necessary to enter into the Cooperative Agreement as an integral part of the Design, Engineering, and Construction of the Highway 101 Project; and

DUPLICATE

[www.trinidadrancheria.com](http://www.trinidadrancheria.com)

**NOW THEREFORE BE IT RESOLVED:** That the Community Council approves a Waiver of Sovereign Immunity as pertains to the Cooperative Agreement between the Trinidad Rancheria and the State of California acting through its Department of Transportation (Caltrans).


**BE IT FURTHER RESOLVED:** That the Tribal Council authorizes Tribal Chairman Garth Sundberg to execute said Agreement.

**CERTIFICATION**

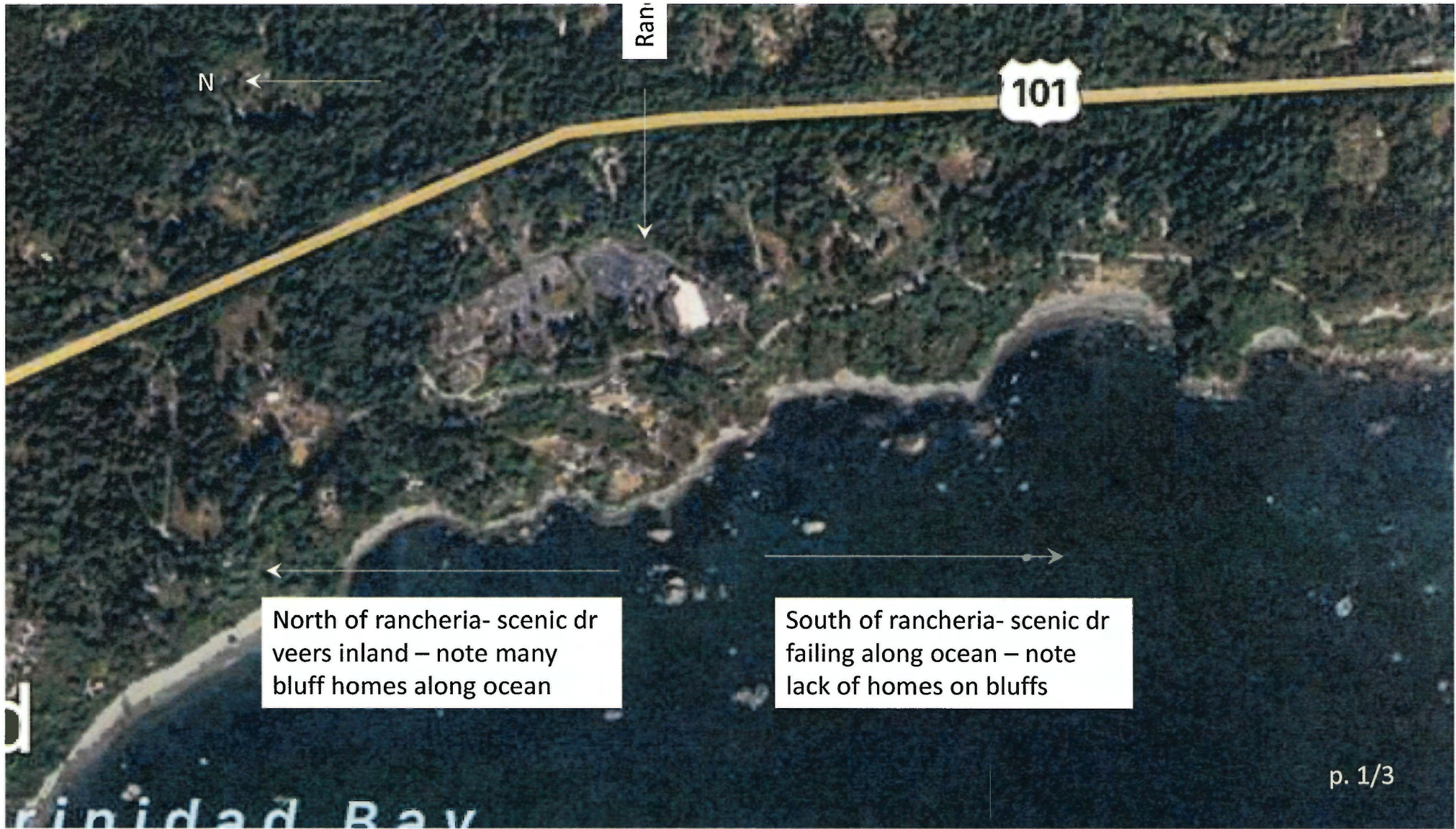
This is to certify that Resolution CC-11-01 was approved at a duly called meeting of the Community Council, at which a quorum was present, and that this Resolution was adopted by a vote of 50 in favor, 0 opposed, and 5 abstaining.

Dated this 17<sup>th</sup> day of December 2011.

  
Garth Sundberg, Chairman

  
Lillian Strong, Secretary/Treasurer

DUPLICATE



N

Ranch

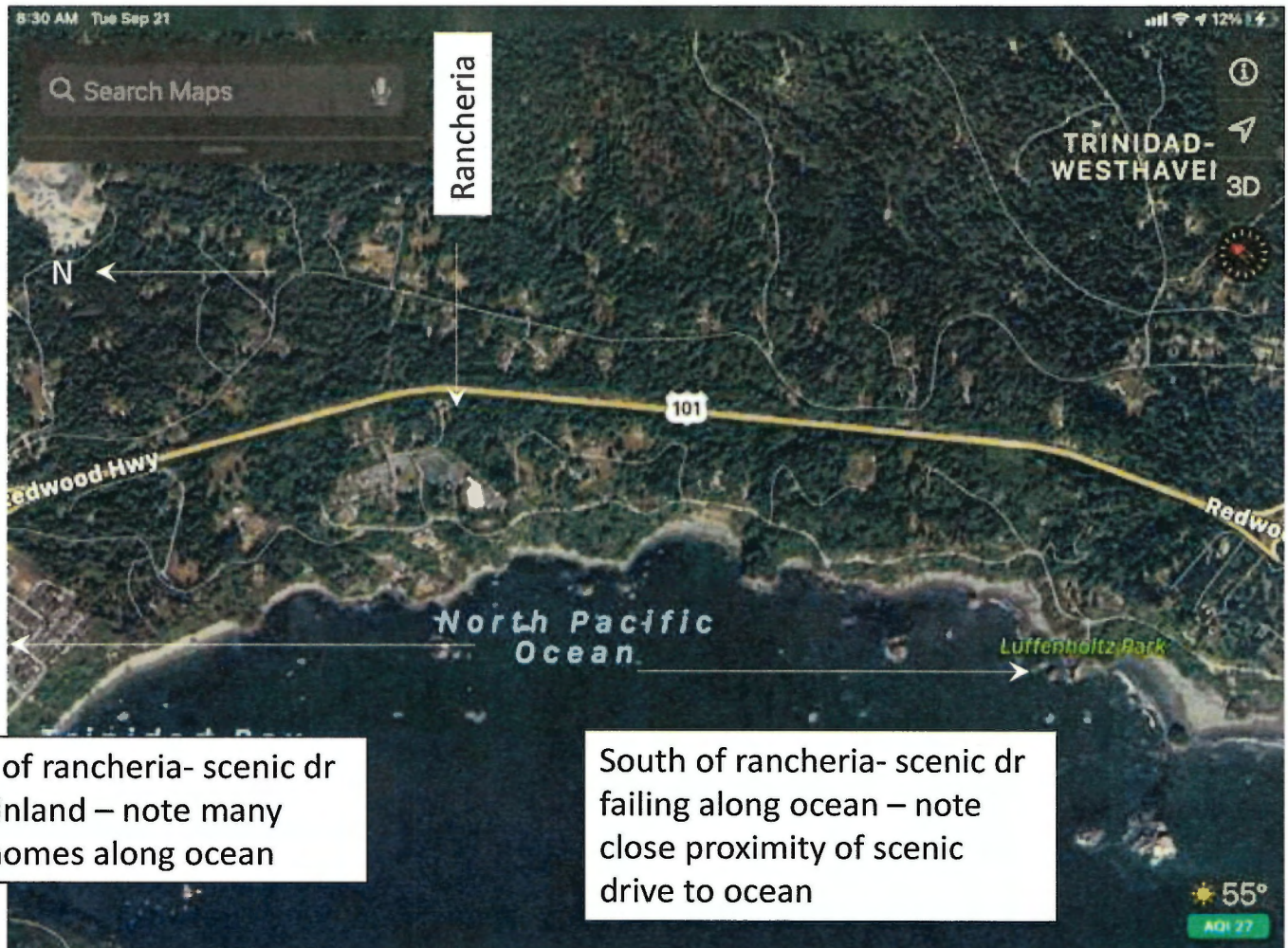
101

North of rancheria- scenic dr  
veers inland – note many  
bluff homes along ocean

South of rancheria- scenic dr  
failing along ocean – note  
lack of homes on bluffs

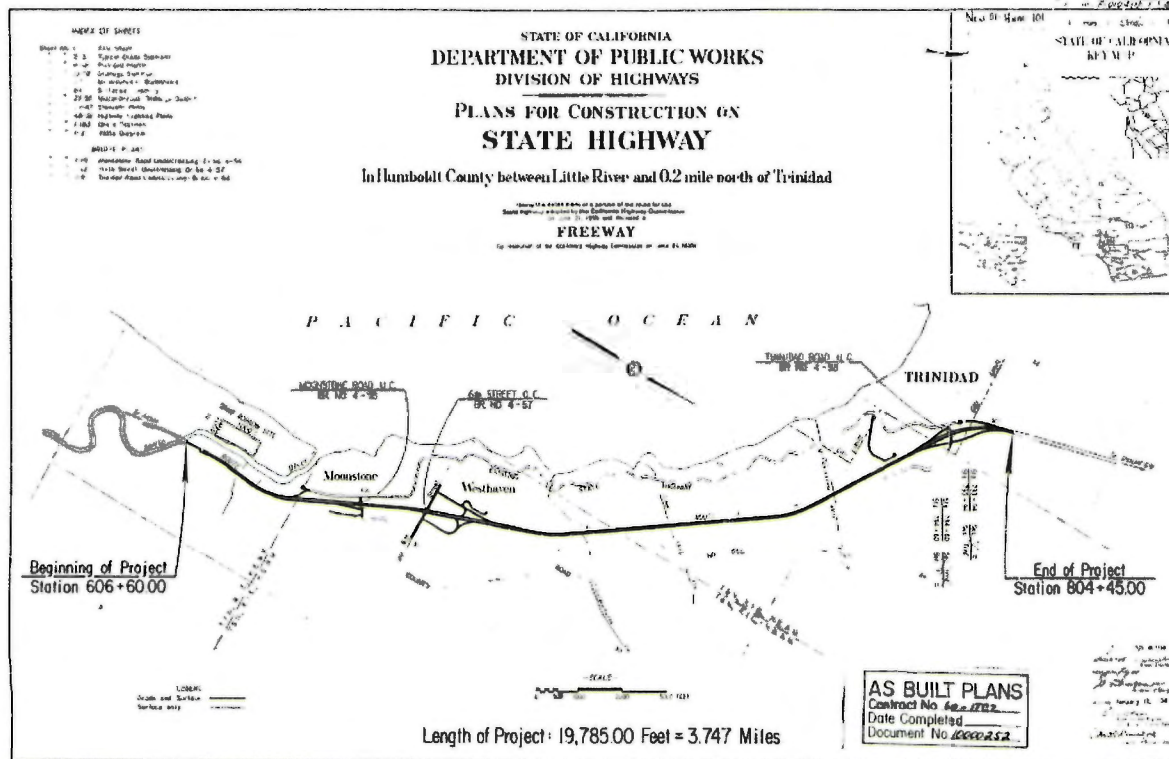


North of rancheria- scenic dr  
veers inland – note many  
bluff homes along ocean



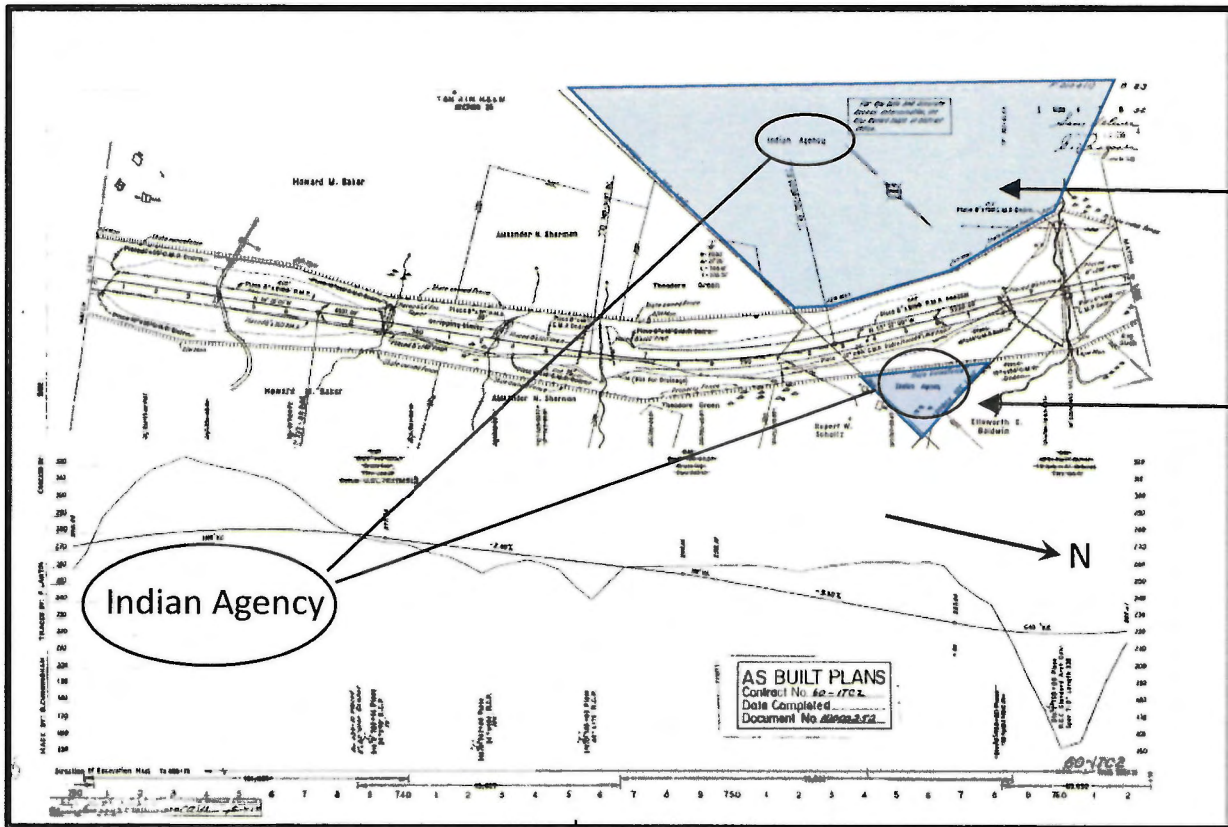
North of rancheria- scenic dr  
veers inland – note many  
bluff homes along ocean

South of rancheria- scenic dr  
failing along ocean – note  
close proximity of scenic  
drive to ocean



Public Records request to Caltrans produced as-built plans for 1962 freeway construction near trinidad

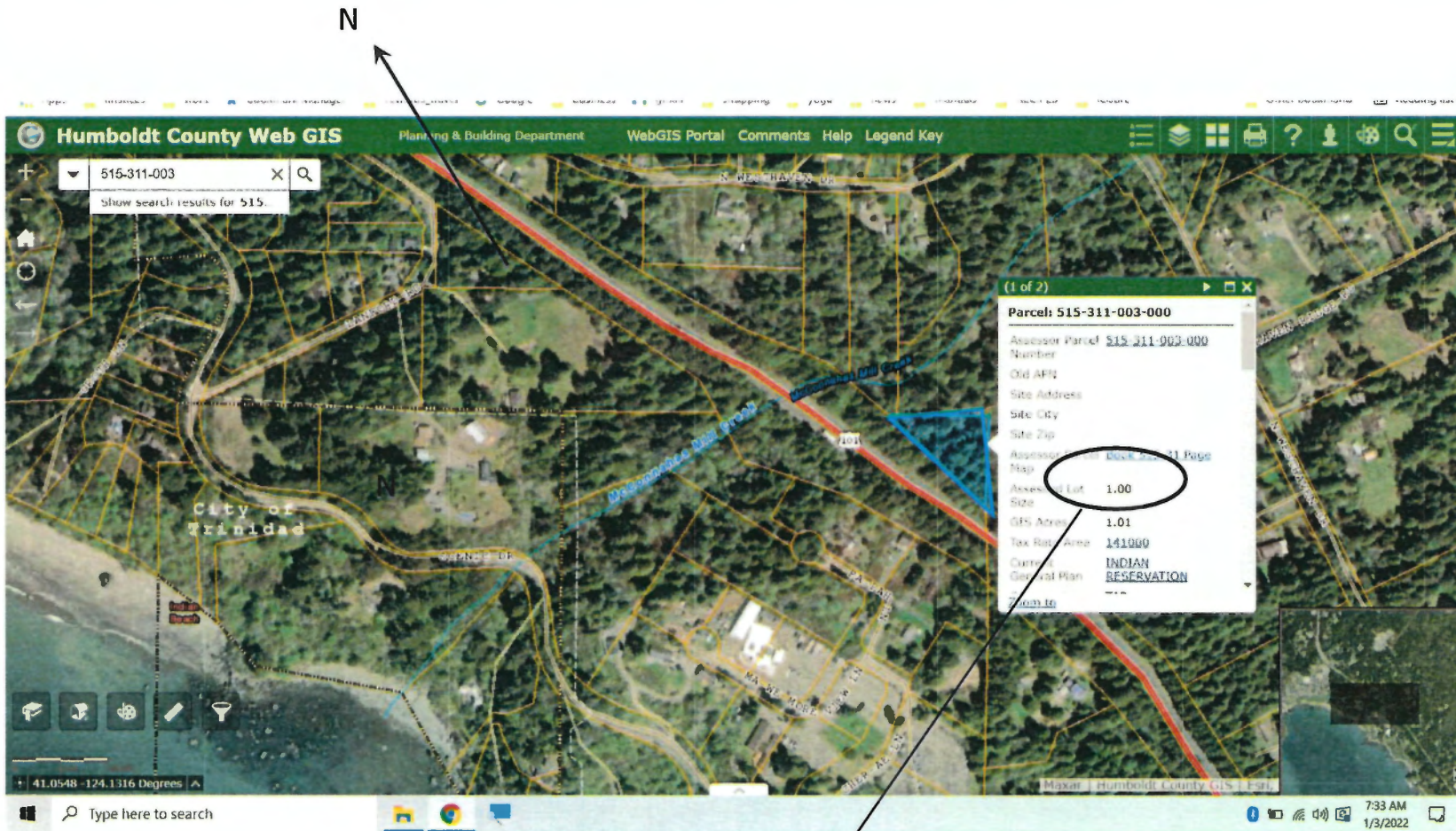




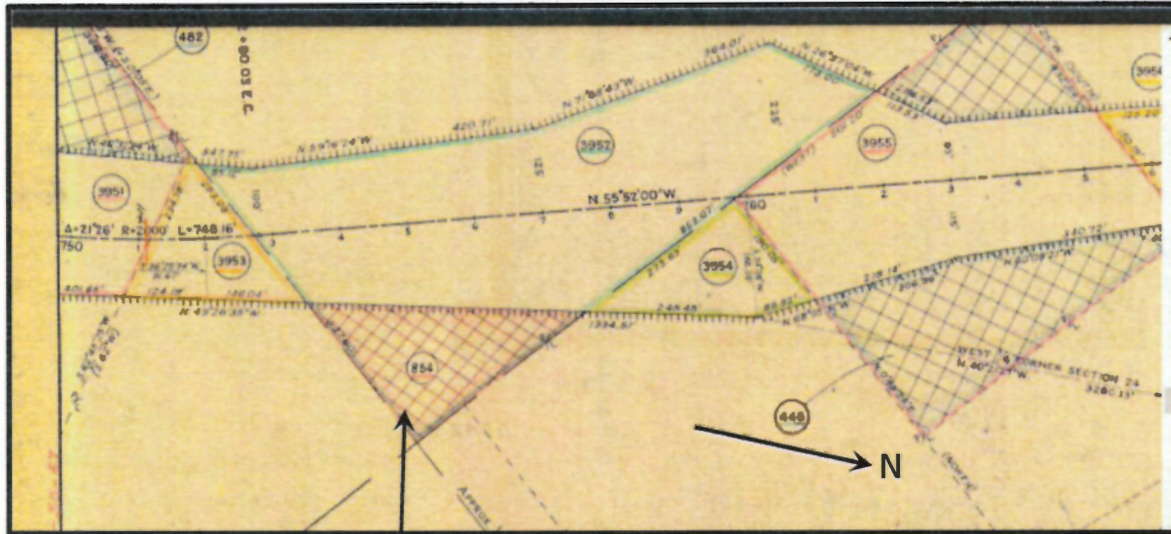
Tribal land on west side of freeway-site of current rancheria/ casino.

Tribal land on east side of freeway-one acre

Adjacent land to new highway construction-one acre on east was severed from bulk of land on west (source: Caltrans 1962 freeway as-built plans)



Triangular piece on east side of freeway is one acre ( source: humboldt county gis)



The triangular piece on the east side of the freeway was abandoned 1966. (source; Caltrans right of way maps)

Schedule includes reference to recorded document in county recorders office

Note engineering stations match as-built plans exactly

### SCHEDULE

CASE	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	REMARKS
244	Frank Langford et ux	State of California	Easement	6-7-21	Book 154 Deeds, Page 310	
3951	Theodore Green Sr et ux	"	Grant Deed	8-23-57	491 O.R. 46	4 access rights
3952	United States of America	"	Map	12-28-58	421 Highway 162/622	
3953	Rupert W. Schultz et ux	"	Grant Deed	9-4-57	477 O.R. Page 561	4 access rights
3954	Ellsworth E. Baldwin et ux	"	Grant Deed	7-27-57	457 " 475	4 access rights
3955	R. W. Stuch et ux	"	Grant Deed	9-19-57	464 " 57	
3956	Axel Lindgren	"	Grant Deed	7-27-57	458 " 30	4 access rights
3957	Olive Frank (1/3 interest)	"	Grant Deed	3-13-62	683 " 345	Quitclaim 3957
3958-396	Melissa Langford et al	"	Grant Deed	2-19-59	538 " 325	
3959	David L. Larson et ux	"	Grant Deed	10-17-57	477 " 550	4 access rights Quitclaim 397
3960	Peter Fortier et ux	"	Grant Deed	10-17-57	470 " 156	
3773	F. A. Meadows et ux	"	Grant Deed	2-20-58	483 " 121	Quitclaim 37
3774	Harry A. Hebert et al	"	Grant Deed	4-4-57	454 " 79	
297	State of California	Peter Fortier et ux	Director's Deed	11-18-59	565 " 633	
324-2	"	County of Humboldt	Relinquishment	12-14-60	619 " 200	Parcel 2 only
325-1	"	City of Trinidad	"	12-14-60	619 " 204	Parcel 1 only
324	"	County of Humboldt	"	11-15-61	661 " 619	Parcel 4
325	"	"	"	11-15-61	661 " 625	Parcel 1
3051-A	Hammond-Calif Redwood Co.	State of California	Quitclaim Deed	1-3-59	531 " 55	
376	State of California	Betty Hancock	Director's Deed	12-18-61	667 " 367	
3957-A	Marjorie R. Thomas	State of California	Grant Deed	4-6-62	692 " 294	for 1/3 interest
448	State of California	Edward L. Gurley et al	Director's Deed	5-23-63	741 " 214	
477	"	Axel Lindgren, Sr.	"	6-21-63	753 " 401	
482	"	Howard M. Baker	"	6-21-63	760 " 432	
3957-B	Marjorie R. Thomas, Guardian	State of California	Grant Deed	12-28-62	751 " 55	Interest of Franks minors
854	"	"	Abandonment	13-18-66	902 " 539	
3452	UNITED STATES OF AMERICA	STATE OF CALIFORNIA	Abandonment	8-26-69	1000 O.R. 229	526 FILE 23

17988

HIGHWAY COMMISSION  
RESOLUTION NO.  
A 183

Passed by C.H.C.  
OCT 19 1966

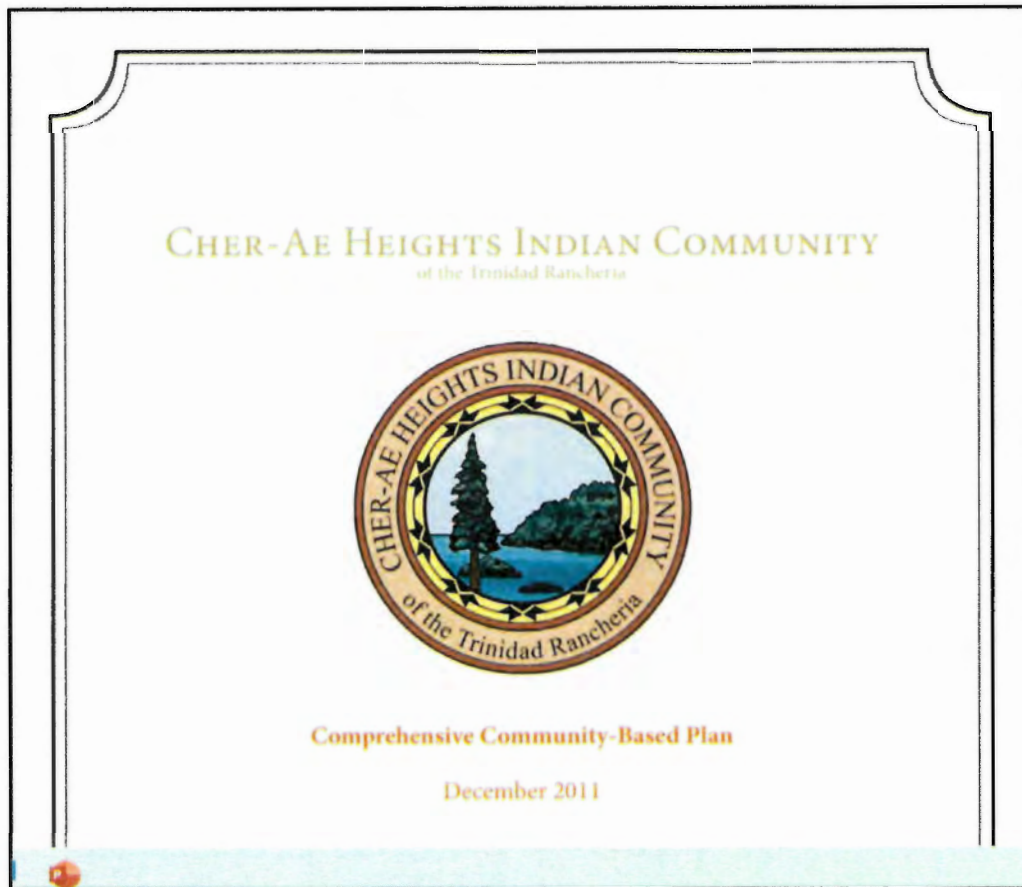
ABANDONMENT OF SUPERSEDED STATE HIGHWAY  
IN THE COUNTY OF HUMBOLDT, ROAD 01-HUM-101-100.1  
REQUEST NO. 854

WHEREAS, a portion of the State highway within the County of Humboldt, about 3/4 mile southeast of Trinidad, road 01-Hum-101, hereinafter particularly described, has been superseded and is no longer needed for State highway purposes; and

WHEREAS, this Commission has found and determined, and does hereby find and determine, that, by said reason, the easement and right of way for said superseded portion is no longer necessary for State highway purposes, and that it is desirable and in the public interest that the same be vacated and abandoned, and that such vacation and abandonment will not cut off all access to public highways of property which, prior to such abandonment, adjoined said superseded portion;

NOW, THEREFORE, IT IS VOTED by the California Highway Commission, that it vacate and abandon, and it does hereby vacate and abandon, that portion of the easement and right of way for said superseded State highway, in the County of Humboldt, described as follows:

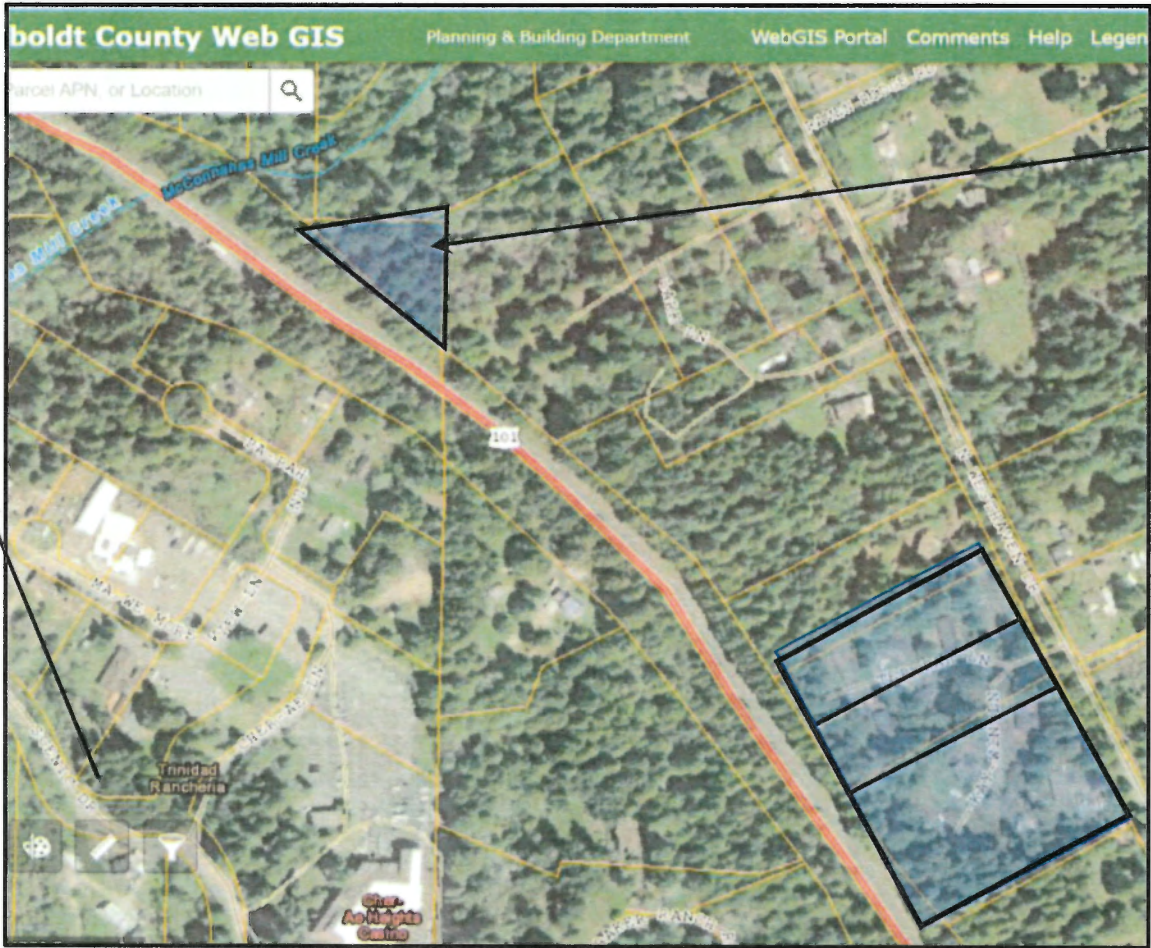
Abandonment document dated 10/19/1966  
from Humboldt county recorders office  
(p.1/4)



From introduction (p.1)

The Trinidad Rancheria is now comprised of three separate parcels that total 82 acres. The largest parcel is located on the west side of Highway 101 along the Pacific Coast and is made up of 46.5 acres. This parcel accommodates Tribal Member Housing, Tribal Offices, a Tribal Library, the Cher-Ae Heights Casino and the Sunset Restaurant. **Approximately 8 acres were purchased in Westhaven, directly across Highway 101 in the late 1980s** and a third 27.5 acre parcel, located in the unincorporated community of McKinleyville, was purchased in the 1990s and now houses 12 residential properties.

**2011 Community Plan states Westhaven acreage was purchased 25 years after freeway construction.**



Original 1908 east side tribal lands  
(abandoned 1966)  
APN:515-311-003

Freeway constructed 1962

Source:  
Humboldt County GIS,  
Hum County Recorders Office  
Caltrans as-built plans

Tribal lands presumably purchased ~1988  
Current tribal residences  
APNs:  
515-041-074=1.73 acre  
515-041-075=1.32 acre  
515-041-067=4.25 acre  
7.8 acre=~8 acre



BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT

825 5th Street, Suite 111, Eureka, CA 95501-1153  
Telephone (707) 476-2390 Fax (707) 445-7299

Brandon Larsen  
Deputy District Director, Planning  
Caltrans District 1

April 17, 2023

Re: 48040\_ Community concerns

Dear Mr. Larsen:

This letter follows our meeting of December 5, 2022 wherein concerns regarding the Trinidad Rancheria's "Transportation Improvement Project" were discussed. Pursuant to that meeting we understand we will receive written responses to the following concerns:

- Purpose and Need #1: Scenic Drive is failing. While this is absolutely true from the Rancheria to the South, it is blatantly false for the north segment of scenic drive connecting Trinidad to the casino.
- Purpose and need #2: Reconnect Tribal lands that were severed by 1962 Freeway Construction. The one acre of tribal land severed by freeway construction in 1962 had never been used by the tribe in the nearly 60 years prior to freeway construction. The acre was subsequently abandoned in 1966...Twenty five years later, in 1988 the tribe purchased eight acres (non-contiguous to original tribal lands) of their own accord, which they now desire to connect to the casino. This connectivity problem the tribe now has was definitely not caused as stated by 1962 freeway construction.
- The co-op agreement (01-0365ID between the Trinidad Rancheria and Caltrans D1) resulting in the approved Project Initiation Document (PID) warrants notice as follows:

#3: "PID shall satisfy... standards Caltrans would normally follow..."

#10: Caltrans will perform its review and approval in accordance with Project Development Procedures Manual" (PDPM), Caltrans review and approval will consist of performing independent Quality Assurance, and to verify that work meets department standards"

Was this Quality Assurance provided? In particular with reference to Purpose and Need, was the PDPM followed? It is acknowledged the PID has been approved; as such, please consider whether basing additional public resource allocation on this shaky foundation results in acceptable risks to the project.

- Kick off PDT minutes state: "Purpose and need were approved as part of the project process. The project meets the Caltrans equity statement to provide equitable transportation network."



BOARD OF SUPERVISORS  
COUNTY OF HUMBOLDT

825 5th Street, Suite 111, Eureka, CA 95501-1153  
Telephone (707) 476-2390 Fax (707) 445-7299

The referenced equity statement is attached. Where/how does this statement apply to this project?

- And finally, how does this project, with or without all its aforementioned problems, warrant the use of public money? Public Money is for public benefit.

Thank you for your written responses.

*Steve Madrone*

Steve Madrone, Fifth District Supervisor, Humboldt County

Attachments

- 0- 1\_17\_22 letter to HCAOG
- A- 1\_6\_22 TAC letter
- B- P&N SCENIC.PPT (3 pp.)
- C- Reconnect Tribal lands. ppt (7 pp.)
- D- Co-op agreement #01-0365
- E- Caltrans Equity statement