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Th8b

April 14, 2025

TO: Coastal Commissioners and Interested Parties

FROM: Cassidy Teufel, Deputy Director
Joseph Street, Program Manager
Annie Rosen, Environmental Scientist

SUBJECT: Addendum to Staff Report for Consistency Determination No. CD-0004-19 (Bureau of Indian Affairs).

The purpose of this addendum is to respond to public comments received after publication of the staff report and recommendation and to make corresponding modifications to the Motion and Resolution (Section II), Conditions (Section III) and findings in the Fire Protection Services section (Section IV.C) and the Staff Summary. The written correspondence received in response to the Commission Staff Report is included under the correspondence tab for this item on the Commission's website. This addendum hereby incorporates into the staff recommendation for agenda item Th8b (CD-0004-19) and into the pertinent Coastal Commission findings otherwise set forth in the April 3, 2026, staff report, the following responses to comments and revisions.

I. CORRESPONDENCE RECEIVED AND STAFF'S RESPONSE TO CORRESPONDENCE

Commission staff received four comment emails from individual members of the public, one comment letter from a County official, and one comment letter from an organization (the Humboldt Alliance for Responsible Planning, HARP) in response to the Commission Staff Report. In addition, Commission staff received letters from the Bureau of Indian Affairs and Trinidad Rancheria responding to HARP's comment letter (attached as **Exhibits A** and **B** to this addendum).

In addition to written comments, Commission staff received a request for a meeting from the Tsurai Ancestral Society. A summary of that meeting is included below.

Commission staff is recommending certain changes to Condition 3 based on comments received by HARP (which opposes Commission staff's recommendation of a conditional concurrence, as discussed below) and an individual commenter (Gregory Daggett) about the application of national and international fire protection standards. HARP

raises concerns about the Trinidad Rancheria proposing to follow the 2018 International Building Codes (IBC) and National Fire Protection Association (NFPA) Standards that were in effect at the time of the BIA's Consistency Determination instead of current standards. In response to this comment, Commission staff is revising Condition 3 to refer to the most current applicable IBC and NFPA standards concerning fire protection services. In addition, Mr. Daggett requested that the Commission require the Trinidad Rancheria to meet the NFPA 1710 standards for high-rise structures. As to the latter, NFPA 1710 defines a high-rise structure as "[a] building where the floor of an occupiable story is greater than 75 feet above the lowest level of fire department vehicle access."[1] Based on the proposed construction design in the BIA's Consistency Determination, the hotel would not meet the NFPA's definition of a high rise structure because the building extends 65.5 to 78.5 feet above grade. As such, the floor of the highest occupied story (5th story) would not be expected to be greater than 75 feet above the lowest level of fire department access. As a precautionary measure, however, Commission staff is recommending modifications to Condition 3(B)(vii) to require that the Operations Phase Fire Protection Plan include an analysis demonstrating consistency with the most current NFPA or equivalent standards applicable to the hotel structure for fire protection and response. Finally, Commission staff has revised the expert review provision in Condition 3 to ensure that the expert reviewer considers if there are applicable IBC and NFPA standards that should be incorporated in the Fire Protection Plan.

Commission staff provides its response to other comments below.

Response to Comments by HARP, Dr. Edward Pease and Dr. Brenda Cooper, Dr. David Hankin, and Elaine Weinreb

In the comment letter from the Humboldt Alliance for Responsible Planning (HARP) in opposition to the staff recommendation, HARP raises several procedural and substantive objections to staff's recommendation of conditional concurrence. In addition, both a joint comment letter by Dr. Edward Pease and Dr. Brenda Cooper and a comment letter by Dr. David Hankin endorse HARP's letter in opposition to the staff recommendation and provide additional comments.

Status of BIA's Consistency Determination

HARP argues that there is no consistency determination by the BIA for the Commission to review in this remanded hearing. HARP argues that the BIA's Consistency Determination that the Commission reviewed in 2019 lacked information to support a consistency finding by the BIA of adequate fire protection services under Section 30250. HARP's argument is misplaced. As the outcome of the litigation challenging the Commission's 2019 conditional concurrence, the court has ordered the Commission to hold this hearing on the adequacy of fire protection services. In its ruling, the court of

[1] NFPA 1710 (Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments) § 3.3.37.7.

appeal did not find that the Commission lacked a legal basis to evaluate fire protection services in connection with the BIA's Consistency Determination, but rather found that the Commission lacked sufficient evidence to support its finding of adequate fire protection services for its conditional concurrence decision. Furthermore, the court's order specifically provided that "[t]he Commission may, at the hearing, consider any additional evidence of fire protection services that any party wishes to present."[2] For this hearing, the BIA and Trinidad Rancheria have provided additional and updated evidence relating to fire protection services, as discussed in the Commission Staff Report (April 3, 2026). Thus, the Court's order establishes the scope of this remanded hearing, and the Commission is holding this remanded hearing to comply with that order.

CAL FIRE Schedule A Agreement Eligibility

HARP and another individual commenter (Elaine Weinreb) argue that the Trinidad Rancheria would not be eligible to enter into a Schedule A agreement with CAL FIRE for CAL FIRE to provide dedicated fire protection services. Under Condition 3(B)(i), the Trinidad Rancheria must demonstrate, prior to the start of any hotel operations, that it has obtained fire protection services by CAL FIRE, other County Service Area 4 (CSA4) agencies and/or other fire protection service providers that can meet the requirements of subsections (i)(a) through (c). The condition additionally provides that "the requirements of Condition 3(B)(i) may be satisfied through the submittal of an executed Schedule A agreement with CAL FIRE that covers the above elements." Agreements where CAL FIRE is contracted as the dedicated lead fire protection service provider on a year-round basis are often referred to as "Schedule A" agreements. Under Schedule A agreements, the contracting party reimburses CAL FIRE the costs of providing fire protection services.

HARP argues that Schedule A agreements with CAL FIRE are available only to a "city, county, or special district" or a "person, firm, or corporation" under Sections 4142 and 4144 of the Public Resources Code and that the Trinidad Rancheria does not qualify as one of those listed categories. In Commission staff's discussion with a CAL FIRE representative regarding fire protection services relating to this remanded hearing, the representative did not raise a concern about whether CAL FIRE could enter into a Schedule A agreement with the Trinidad Rancheria. The Trinidad Rancheria has a subordinate business entity, the Trinidad Rancheria Economic Development Corporation (TREDC), which is a corporation that handles commercial matters on behalf of the Trinidad Rancheria.[3] For example, it was the TREDC that requested, on behalf of the Trinidad Rancheria, approval by the BIA for the loan guarantee for construction of

[2] See Exhibit 5 to Commission Staff Report, p. 2.

[3] Federal law recognizes the authority of tribes to establish corporations. 25 U.S.C. § 5124. Those corporations are wholly owned by tribal governments. See Report and Recommendations of Congress regarding Tribal Economic Development Bond Provision under Section 7871 of the Internal Revenue Code, Appendix C, p. 3. Available at: https://home.treasury.gov/system/files/131/Report-Tribal-Bonds-2011.pdf

the proposed hotel project and a business lease for hotel site.[4] Thus, the TREDC is a "corporation" that may enter into a Schedule A agreement with CAL FIRE on behalf of the Trinidad Rancheria.

An individual commenter (Elaine Weinreb) argues that CAL FIRE cannot provide Schedule A services for fire protection for the Trinidad Rancheria because the hotel would be located on federal trust land and outside of the State Responsibility Area (SRA). California law requires CAL FIRE to be the primary emergency agency responsible for fire suppression and prevention in SRAs. SRAs are mapped areas where lands are covered wholly or in part by forests or trees or in contiguous areas used for range or forage purposes. Although SRAs do not include lands owned or controlled by the federal government or land within the boundaries of a city, nothing in Sections 4125 through 4128 of the Public Resources Code precludes CAL FIRE from providing Schedule A services to an area outside of the SRA. For example, CAL FIRE provides lead fire protection services to various California cities (which, by definition, are outside of SRAs) and other entities. As CAL FIRE states:

> CAL FIRE provides full-service fire protection to many of the citizens of California through the administration of over 100 cooperative fire protection agreements in 31 of the State's 58 counties, 38 cities, 23 fire districts and 40 other special districts and service areas. As a full-service fire department CAL FIRE responds to wildland fires, structure fires, floods, hazardous material spills, swift water rescues, civil disturbances, earthquakes, and medical emergencies of all kinds. Local governments are able to utilize this diversity and experience through their contracts and agreements with the Department.[5]

Finally, as noted above, a Schedule A agreement is not the exclusive method of demonstrating compliance with Condition 3(B)(i). Thus, if for any reason the Trinidad Rancheria and CAL FIRE do not execute a Schedule A agreement, Trinidad Rancheria may contract with another fire protection service responder as long as the services meet the elements of subsections (a) through (c) of that provision.

Future Contracts for Fire Protection Services

HARP and individual commenters (Dr. Edward Pease, Dr. Brenda Cooper, and Dr. David Hankin) argue that because Trinidad Rancheria does not yet have an executed agreement in place for fire protection services, the proposed project cannot be found to be consistent with Section 30250 to the maximum extent practicable. This is incorrect.

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[4] See BIA's Finding of No Significant Impact (Aug. 13, 2020) p.1

[5] https://www.fire.ca.gov/what-we-do/fire-protection/cooperative-efforts#:~:text=State%20Government,for%20California%20National%20Guard%20resources. See also Municipal Services Review for County Service Area #1 Shasta County Fire (March 2025 Public Review Draft), which discusses the Schedule A agreement for Shasta County Fire Department County Service Area #1. Available at: https://www.shastalafco.org/wp-content/uploads/2025/03/8a.-Draft-CSA-1-MSR-SOI-Update.pdf

The Commission has the authority to bring projects into consistency to the maximum extent practicable with the California Coastal Management Plan (CCMP), including Section 30250, by imposing conditions. In this case, the Commission is recommending conditions that must be met either prior to construction of the hotel or prior to operation of the hotel. Thus, contrary to what the commenters suggest, this review is not like the Commission's prior 2019 review where the Commission did not impose conditions relating to fire protection services. These conditions include an executed Amador Agreement to formalize ongoing mutual aid services by CAL FIRE (Condition 2), a Fire Protection Plan with specified elements for both the Construction Phase and Operations Phase of the hotel, evaluation of the North Coast Fire Planning Study once it is completed and inclusion of relevant recommendations applicable to bolstering fire protection services at the hotel, and independent third party review of the Fire Protection Plan and inclusion of recommended protections (Condition 3).

Enforceability of Conditional Concurrences

HARP also argues that any conditional concurrence is not enforceable if the Trinidad Rancheria does not comply with the conditions and asks the Commission instead to object to the consistency determination. This comment suggests that if the Commission objects, an objection would prevent the Trinidad Rancheria from pursuing the project on the basis of the 2019 consistency determination. However, the Commission does not have direct enforcement authority over an objection. Instead, under the federal CZMA, a federal agency (i.e., the BIA) may "proceed with the proposed project over a State agency's objection" if the federal agency has concluded that "its proposed action is fully consistent with the enforceable policies of the management program, though the State agency objects."[6] In that event, either the BIA or the Commission may seek non-binding mediation of the dispute by the federal Office of the Secretary of Commerce.[7] If mediation efforts are not successful in resolving the dispute, or if mediation services are not used, a party may file a lawsuit to seek judicial review of the dispute.[8]

In a conditional concurrence, the Commission maintains continuing review authority, but as with an objection, the Commission cannot directly enforce its decision. If the Commission determines that a federal agency activity is being conducted or is having an effect on any coastal resource substantially different than originally described and, as a result, is no longer consistent to the maximum extent practicable with the enforcement policies of the CCMP, the Commission may request that the federal agency take remedial action.[9] Thus, if the BIA/Trinidad Rancheria does not reject the

[6] 15 C.F.R. § 930.43(d).

[7] 15 C.F.R. § 930.43(d).

[8] 15 C.F.R. § 930.116.

[9] 15 C.F.R. § 930.45(b)(1). The Commission has previously invoked this provision in other projects. For example, in December 2023, the Commission voted to determine that a project was being conducted and having effects on coastal resources substantially different than described and that the project was no longer consistent to the maximum extent practicable with the enforceable policies of the CCMP. In that hearing, the Commission also voted to authorize the Executive Director to request remedial action. *See*

conditional concurrence and modifies its project to incorporate the conditions, the Commission has the right to seek remedial action if the BIA/Trinidad Rancheria later fails to follow the conditions and makes the project no longer consistent to the maximum extent practicable with the enforceable policies of the CCMP. As with an objection, if the dispute has not been resolved, either party may seek Secretarial mediation or judicial review.[10]

Thus, there is similar recourse for the Commission whether the Commission objects and the BIA/Trinidad Rancheria proceeds with the project or whether the Commission conditionally concurs and the BIA/Trinidad Rancheria later fail to comply with the conditions. Moreover, as the court of appeal stated in the underlying litigation, "the Commission, in its discretion, may issue a conditional concurrence even if significant concerns [with the consistency determination] exist."[11]

Siting of Development under Section 30250(a)

HARP also argues that Section 30250(a) of the Coastal Act does not permit the project to be constructed at the Trinidad Rancheria because the required fire protection services are not already available. This is incorrect. Section 30250(a) states, in relevant part, as follows:

> New residential, commercial, or industrial development, except as otherwise provided in this division, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or cumulatively, on coastal resources.

As noted above, the Commission has the authority to condition proposed projects to bring them into consistency to the maximum extent practicable with the enforceable policies of the CCMP. Furthermore, nothing in Section 30250(a) requires that the fire protection services must be available at the time of the consistency determination application or the Commission's federal consistency review. As discussed above, Commission staff are recommending conditions to be met prior to construction or hotel operations to ensure that fire protection services are available as needed for the hotel's construction and operation.

<u>Response to County Supervisor Steve Madrone's Comments</u>

County Supervisor Steve Madrone's comments focus on the existing fire services available to Trinidad Rancheria, asserting that (1) Trinidad Rancheria is not a current

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Nov. 30, 2023 Commission Staff Report for Reconsideration of Negative Determination No. ND-0009-23 (hearing dated December 15, 2023).

[10] 15 C.F.R. § 930.45(c).

[11] See Exhibit 6 to Staff Report at pp. 23-24.

signatory to the Memorandum of Understanding between Humboldt County and CAL FIRE and (2) Trinidad Rancheria does not currently pay for Amador services.

In response, staff notes that Trinidad Rancheria is in the process of finalizing a cost-sharing MOU with the County, under which the Rancheria would cover 20 percent of the overall cost of the Amador agreement between the County and CAL FIRE.[12] Condition 3 would require the BIA or Trinidad Rancheria to provide a copy of this MOU (or other evidence of continuing fire protection services from CAL FIRE) to the Executive Director prior to the start of construction. Additionally, Trinidad Rancheria is within the response area of Westhaven Volunteer Fire Department—with which CAL FIRE has a mutual aid agreement—and currently receives CAL FIRE Amador services as a non-paying beneficiary.

County Supervisor Madrone's comment letter states that there is no agreement for CAL FIRE service during the peak fire season. Staff acknowledge that the Amador agreement does not cover the peak fire season and adds that CAL FIRE nevertheless provides fire services during this time, as available. This coverage (as well as the Amador agreement coverage) is non-dedicated, meaning that CAL FIRE can be called away for State needs at any time and is not guaranteed to be available.

The Fire Protection Services section (Section IV.C) of the staff report has been amended to clarify the distinction between the services provided by CAL FIRE during and outside the peak fire season.

Meeting with the Tsurai Ancestral Society

On April 13, 2026, Commission staff met with representatives of the Tsurai Ancestral Society (TAS), at their request, to discuss potential impacts to cultural and coastal resources associated with firefighting activities for the proposed hotel project.

During the meeting, Commission staff described the scope of the current review of CD-0004-19 for a proposed hotel in Trinidad Rancheria, noting that under the court remand the Commission's review is limited to assessing the adequacy of fire protection services under Section 30250 of the Coastal Act.

The TAS expressed concerns regarding the capacity of Trinidad Rancheria's storm drain system to manage large volumes of water used during fire suppression events. They noted that stormwater from Trinidad Rancheria drains directly into creeks and ultimately the ocean without treatment, potentially carrying harmful chemicals and debris into traditional fishing and gathering areas of the Tsurai Village. Past incidents in the City of Trinidad, including a hydrant flushing event that caused a landslide at Old Home Beach, were cited as examples of unmanaged flows contributing to adverse effects to coastal water quality and Tsurai cultural resources.

[12] See Exhibit 9 to Staff Report. The County has not yet executed the MOU.

The TAS emphasized that both chronic, low-level contamination from septic and leach field systems and acute discharges from potential fire events pose risks to water quality and to Tsurai cultural resources and foodways. They noted that some traditional gathering sites, including areas near the Trinidad Pier, are no longer usable because of water quality degradation. The TAS stressed the need to protect these resources while balancing the need for economic development in the region.

The TAS pointed to the City of Trinidad Community Coastal Resilience Plan as a resource that evaluates local stormwater systems and contaminant transport in the Trinidad area as well as its impact to coastal erosion.[13] This plan was approved by the City of Trinidad in 2024. The TAS recommended that the Coastal Commission consider the Trinidad Community Coastal Resilience Plan and ensure that this project is consistent with the goals of that plan.

Commission staff acknowledge the TAS's concerns but note that the Commission's review in this remanded hearing is ordered to be limited to the adequacy of fire protection services under Section 30250.

II. CHANGES TO STAFF REPORT

~~Strikethrough~~ indicates text deleted from the findings pursuant to this addendum and underline indicates text added to the findings pursuant to this addendum.

a) Revised text in the Staff Summary on page 3 to clarify the CAL FIRE services available to Trinidad Rancheria at various times of year.

   The County also has an Amador agreement with the California Department of Forestry and Fire Protection (CAL FIRE) under which CAL FIRE provides ~~year-round~~ fire protection services in the region outside the peak fire season, as available. CAL FIRE also provides fire protection services during peak fire season, separate from the Amador agreement, as available. Trinidad Rancheria currently receives fire protection services through both local mutual aid and CAL FIRE~~of these mechanisms~~.

b) Corrected text in the Motion on page 6:

   Motion:

   I move that the Commission **conditionally concur** with Consistency Determination CD-0004-19 on the grounds that, if modified with the conditions recommended by staff, the project described therein would be fully consistent, and thus consistent to the maximum extent practicable, with the enforceable policies of the California

[13] City of Trinidad. Community Coastal Resilience Plan: Adaptive Pathways to Improve Community Resilience (August 7, 2024). https://www.trinidad.ca.gov/media/7266.

Coastal Management Program (CCMP). ~~Public Resources Code Section 30250 with respect to fire protection services.~~

c) Corrected text in the Resolution on page 6:

Resolution:

The Commission hereby **conditionally concurs** with Consistency Determination CD-0004-19 on the grounds that the project described therein is fully consistent, and thus consistent to the maximum extent practicable, with the enforceable policies of the CCMP, ~~Public Resources Code Section 30250 with respect to fire protection services,~~ provided that the BIA agrees to modify the project consistent with the recommended conditions, as provided for in 15 CFR § 930.4.

d) Revised text in the proposed Condition 3(A) on pages 7 through 8:

ii. A map of access roads to the proposed hotel site that demonstrates adequate access for all fire trucks and equipment types that would be used to provide fire protection services. The project design shall meet or exceed the most current ~~2024~~ International Building Code (IBC) and International Fire Code (IFC) Section 503 or equivalent standards for fire apparatus access roads.

iii. A map or plan indicating the number and locations of any water access points (hydrants, standpipes, etc.) that would be used by fire services personnel to suppress a fire at the hotel site during construction. The project design shall meet or exceed the most current ~~2024~~ IBC/IFC Section 3313.3 or equivalent standards for fire flow and hydrant availability and spacing during the construction of large buildings.

...

vi. A hotel construction schedule indicating the proposed timing of installation of all interior fire suppression systems (e.g., standpipes, sprinkler systems). The standpipe and sprinkler system design shall meet or exceed the most current ~~2024~~ IBC Section 905 and National Fire Protection Association (NFPA) 1 Section 241 or equivalent standards for buildings under construction.

...

viii. Verification that project-appropriate, current IBC/IFC fire protection standards, or equivalent, have been incorporated into the hotel project design, or a description of the fire protection features and explanation of how they meet these standards.

The Construction Phase Fire Protection Plan shall be implemented upon concurrence by the Executive Director. Any subsequent modifications to the Construction Phase Plan shall, prior to implementation of the modifications, shall be

submitted to the Executive Director for review and concurrence, and shall, if determined by the Executive Director to be a material modification, be subject to the expert review provision described below.

e) Clarified text in proposed Condition 3(B) in the last paragraph of page 8:

The requirements of Condition 3(B)(i) ~~this provision~~ may be satisfied through the submittal of an executed Schedule A agreement with CAL FIRE that covers the above elements.

f) Revised text in the proposed Condition 3(B) on pages 9 through 10:

ii. An updated map or plan indicating any changes to access routes for fire trucks and equipment. The project design shall meet or exceed the most current ~~2024~~ IBC and IFC Section 503 or equivalent standards for fire apparatus access roads, including standards specific to aerial fire apparatus if applicable.

iii. An updated map or plan indicating the type, number and locations of water access points that would be used by fire services personnel to suppress a fire at the hotel. The project design shall meet or exceed the most current ~~2024~~ IBC/IFC Section 3313.3 or equivalent standards for fire flow and hydrant availability and spacing during the construction of large buildings.

iv. A final plan or other evidence demonstrating that all interior fire suppression systems (e.g., standpipes, sprinkler systems) meet or exceed the most current ~~2024~~ IBC, IFC and NFPA standards or equivalent standards for large buildings.

...

vii. A summary analysis of the adequacy of the combined fire protection services available, in terms of equipment, logistics, manpower and training, to address a multi-story fire at the hotel and to prevent its spread to adjacent areas. The analysis shall demonstrate consistency with the most current NFPA (or equivalent) standards applicable to the hotel structure for fire protection and response.

The Operations Phase Fire Protection Plan shall be implemented upon concurrence by the Executive Director. Future modifications to the Operations Phase Plan shall, prior to implementation of the modifications, be submitted to the Executive Director for review and concurrence, and shall, if determined by the Executive Director to be a material modification, be subject to the expert review provision described below.

g) Revised text in the proposed Condition 3, describing the required Expert Review, on page 10:

Expert Review. Trinidad Rancheria shall provide for one or more independent third-party and/or peer-agency reviews of both phases (Construction and Operations) of the Fire Protection Plan. The proposed third-party and/or peer-agency reviewers shall be qualified experts in fire protection services planning, have no personal or financial stake in the proposed hotel project, and be subject to Executive Director review and approval. The expert reviews shall evaluate the fire protection services outlined in the plan for consistency with applicable building and fire protection codes and prevailing standards of practice, including but not limited to applicable IBC, IFC and NFPA standards, and recommend any changes to the Plan necessary to ensure that its implementation would provide adequate fire protection services to suppress a fire at the hotel and to prevent its spread to adjacent areas. Reviewer comments shall be provided to the Executive Director at the times the Construction Phase Plan and Operations Phase Plan are submitted, respectively, along with a narrative of how the Plans have been modified to address reviewer recommendations.

h) Revised text in the Findings Section C: Fire Protection Services, in the Current Fire Protection Services subsection (beginning at the last paragraph on page 16) clarifying the role of CAL FIRE in existing fire protection services:

In addition to local fire districts and departments, the County has an ~~additional mutual aid agreement~~ extended fire protection service availability contract (Amador agreement) with the California Department of Forestry and Fire Protection (CAL FIRE) for response within County Service Area 4.[19] While CAL FIRE is a state agency specializing in wildfire suppression, it also provides community fire and rescue services in support of local fire service providers. Pursuant to the Amador agreement, CAL FIRE provides fire protection services for a fee outside the fire season (typically during mid-December to mid-March, and not to exceed 7 months of the year)~~outside the fire season)~~.[20] Under the Amador agreement, CAL FIRE provides engine staffing during this period, as available. However, these services are not dedicated; Amador resources can be called away to respond to fires as needed by the State.

Trinidad Rancheria is not an official part of County Service Area 4 and is not explicitly covered by the existing Amador agreement. However, CAL FIRE responds to calls from Trinidad Rancheria, because it falls within the response area of Westhaven VFD and there is an existing mutual aid agreement between CAL FIRE and the Westhaven VFD.

During the peak fire season (typically mid-March to mid-December), CAL FIRE Trinidad Station provides mutual aid, as available. Additionally, due to the increased risk of wildland fires, CAL FIRE typically maintains a higher level of staffing during the peak fire season. ~~During the fire season (April – November), CAL FIRE provides fire protection services without a fee. These services are not dedicated – in the event that CAL FIRE resources are ordered elsewhere in the state, Amador services may be limited or unavailable locally.~~

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ADDENDUM EXHIBIT A

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way, Room W-2820
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IN REPLY REFER TO:

Mr. John Ainsworth
Executive Director
California Coastal Commission
455 Market Street, Suite 228
San Francisco, California 94015

Dear Mr. Ainsworth,

On February 11, 2019, the Bureau of Indian Affairs (BIA) submitted a consistency determination (CD) for the construction of a hotel on the Trinidad Rancheria. Following an objection from the California Coastal Commission (Commission) focused on the issues of water supply for the proposed hotel and the potential for adverse effects of the hotel on the visual character of the surrounding community, BIA revised its consistency determination in July 2019. The revised BIA consistency determination found the entirety of the project consistent with the enforceable policies of the California Coastal Management Program (CCMP). In August 2019, the Commission conditionally concurred with BIA's consistency determination, with a condition that the BIA must provide evidence demonstrating an adequate water supply for the hotel before commencing project construction.

Following the Commission's conditional concurrence in 2019, the Humboldt Alliance for Responsible Planning (HARP) sued, challenging the decision on multiple grounds.[1] The trial court ruled entirely for the Commission, prompting HARP to appeal. In November 2024, the court of appeal upheld the trial court in all respects except regarding the Commission's review of fire protection services. The appellate court remanded, ordering the trial court to issue a writ instructing the Commission to reconsider whether the hotel project complies with Coastal Act Section 30250 concerning adequate fire protection services.[2] On April 18, 2025, the trial court issued the writ ("April 2025 Writ"), directing the Commission to hold a new hearing focused

[1] *Humboldt Alliance for Responsible Planning v. Cal. Coastal Commission*, Humboldt County Sup. Ct. No. CV190866 (filed Oct. 2, 2019).
[2] *Humboldt Alliance for Responsible Planning v. Cal. Coastal Commission*, 107 Cal.App.5th 704 (2024).

solely on fire protection services, considering both evidence from the 2019 hearing and any new submissions. The original CD, as revised, remains in effect, and was not overturned by the court; the remand requires the Commission to address the adequacy of fire protection services that was not adequately addressed in the original concurrence. In addition, the Court did not order the BIA to revise or supplement its consistency determination on the adequacy of public services under the CCMP (Coastal Act Section 30250).

On April 3, 2026, the California Coastal Commission (Commission) released a revised Staff Report and Findings ("April 2026 Staff Report") for the construction of a hotel on the Trinidad Rancheria, Humboldt County, California. In this report, the Commission granted its conditional concurrence with the BIA's February 11, 2019, Consistency Determination (CS-0004-19). The April 2026 Staff Report finds that the following conditions related to the provision of fire services appear to be addressed or in the process of being finalized: (1) adequate water supply; (2) a memorandum of understanding (MOU) with Humbolt County for California Department of Forestry and Fire Protection (CAL FIRE) service; and (3) development of a phased Fire Protection Plan (construction and operational phases).

Humboldt County uses a mutual aid approach to fire protection, where multiple local agencies respond to fires. This helps ensure sufficient staffing, especially in an area largely served by small, volunteer departments. The County also contracts with CAL FIRE to provide year-round fire services, and Trinidad Rancheria (Tribe) currently receives protection through both systems. In addition, the Tribe and Humboldt County have drafted a proposed Memorandum of Understanding to be heard by the County Board of Supervisors for support of up to 20 percent of the County's CAL FIRE Amador Services, and the Tribe has purchased an aerial truck to improve the fire services available to the hotel.

BIA hereby responds to comments from HARP submitted to the Commission on April 8, 2026:[3]

1. ***BIA's original consistency determination facilitates the California Coastal Commission's Staff Report.***

HARP alleges in its comments that "there is no federal concurrence letter issued subsequent to the Humboldt County Superior Court's 2024 order to hold a new hearing on the issue of the adequacy of fire protection services in the vicinity of the proposed hotel.[4] Based on this, HARP asserts that "the Commission must object to the proposed hotel because the application before it is procedurally and substantively incomplete in a material aspect." [5]

As noted above, the April 2025 Writ exclusively directed the California Coastal Commission to review the adequacy of fire protection based on the 2019 original and revised determinations.

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[3] J. Bryce Kenny, Comments on Trinidad Rancheria Review of Consistency Determination Staff Report, (8 pages + 4 pp attachments) (Apr. 8, 2026) (submission on behalf of HARP to California Coastal Commission, Application No.: CD-0004-19).
[4] *Id.* at 1.
[5] *Id.* at 2.

The project has not changed since the BIA's previous consistency determinations. Therefore, BIA asserts that its 2019 Determination – that the project is consistent with Section 30250(a) of the California Coastal Act – provides a sufficient federal basis pursuant to 15 CFR Part 930 and the Coastal Zone Management Act § 307 (16 U.S.C. § 1456). The California Coastal Commission's April 2026 Staff Report simply reviews additional information on fire protection in relation to the 2019 Determination in response to the April 2025 Writ, and no additional consistency determination is required from BIA.

2. The Rancheria is entering a MOU with Humboldt County not with CAL FIRE.

HARP incorrectly contends that the Tribe "plans to negotiate and pay for a "Schedule A" agreement with the CAL FIRE,"[6] which it is ineligible to do pursuant to California Public Resources Code § 4141 – 4145. However, the Tribe has signed a Memorandum of Understanding with the County of Humboldt, and the latter has entered a Cooperative Fire Programs – Fire Protection Reimbursement Agreement No. 1CA06883 ("Fire Protection Reimbursement Agreement") with CAL FIRE.[7] Since there is no agreement between the Rancheria and CAL FIRE, this argument is unsupported by the facts.

3. HARP mischaracterizes the California Court of Appeals' decision in its attempt to revive its contention that the Conditional Concurrence cannot be enforced if the Rancheria decides not to follow it.

HARP next contends that "[t]he Court of Appeal did not disagree" with its statement in *Humboldt All. v. Cal. Coastal Commission* that "any concurrence by the state agency, conditional or not, ends its involvement in the process and the agency cannot take any further action to enforce the conditions it had imposed."[8] However, in that case the Court of Appeals flatly disagreed with HARP's contention. The Court noted that, to the contrary "the Commission, in its discretion, may issue a conditional concurrence even if significant concerns exist . . . [and therefore] the Commission did not abuse its discretion by issuing a conditional concurrence."[9] Therefore, this argument similarly lacks any merit.

4. The Project Area is entirely on or within previously developed land.

HARP alleges that the proposed project constitutes "new development" and as such violates California Public Resources Code (PRC) section 30250 (a), requiring such development to be located "within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or

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[6] HARP Comments, at 3.
[7] Memorandum of Understanding (MOU) between the County of Humboldt and the Trinidad Rancheria for fiscal year 2026-2027, Exhibit 9 to Cal. Coastal Commission Staff Report.
[8] HARP comments, 4, citing *Humboldt All. v. Cal. Coastal Comm'n*, No. A169773, 2024 Cal. App. Unpub. LEXIS 7474, at 26-27 et seq. (Nov. 25, 2024).
[9] *Humboldt All. v. Cal. Coastal Comm'n*, No. A169773, 2024 Cal. App. Unpub. LEXIS 7474, at 32 (Nov. 25, 2024)

cumulatively, on coastal resources."[10] However, here the proposed hotel is to be situated on land next to a large tribal casino and parking lot and therefore "within, contiguous with, or in close proximity to, existing developed areas,"[11] Furthermore, 30250(a) does not contemplate an outright prohibition on development outside such areas but provides a process for applicants to plan and obtain adequate public services in tandem with the California Coastal Commission – exactly as the Tribe has done here.

5. Building codes are irrelevant to the fire protection services at issue here.

Finally, HARP contends the proposed hotel must meet current standards rather than those in place at the time of the project's application. However, building codes are unrelated to the fire protection services that was the focus of the April 2025 Writ. In addition, no federal, state, or tribal laws regarding building codes apply in this context. The California Coastal Commission only reviews coastal zone management issues and does not issue building permits.

Thank you for the opportunity to provide additional comments in support of BIA's consistency with Section 30250(a) of the California Coastal Act for the project. If you have any questions regarding our analysis and determination, please contact Harley Long, Acting Deputy Regional – Trust Services, at 279.667.3585, me at 916.978.6000, or you may write to the above address.

Sincerely,

Acting Regional Director

[10] HARP Comments, at 5-6.
[11] *See* Exhibits 3-4, April 2026 Staff Report.

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ADDENDUM EXHIBIT B

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April 14, 2026

Honorable Members of the Board of Commissioners
Joseph Street, Energy, Ocean, Resources and Federal Consistency Division
California Coastal Commission
45 Freemont Street, #2000
San Francisco, CA 94105

Sent via electronic email to joseph.street@coastal.ca.gov

Re: Trinidad Rancheria Responses to Correspondence Received for Coastal Consistency Determination CD-0004-19, April 16, 2026

Dear Commissioners:

As legal counsel for the Cher-Ae Heights Indian Community of the Trinidad Rancheria ("Tribe"), I submit this letter on behalf of the Tribe and in response to the letter of J. Bryce Kenny, dated April 8, 2026, submitted on behalf of the Humboldt Alliance for Responsible Planning (HARP). The Tribe has reviewed the California Coastal Commission ("Commission") staff report for Consistency Determination No: CD-0004-19 ("Staff Report") issued April 3, 2026 and the exhibits to the Staff Report. HARP's comments in opposition to the Staff Report recommendation misconstrue the limited scope of the Preemptory Writ of Administrative Mandamus issued by the Superior Court of California, County of Humboldt in *Humboldt Alliance for Responsible Planning v. California Coastal Comm'n* (Apr. 2025) ("Writ"), and mischaracterize the evidence of fire protection services to be provided by the Tribe, the decision of the court of appeal, and the requirements of the Coastal Act.

Limited Scope of the Commission's Hearing

In 2019, the Bureau of Indian Affairs (BIA) filed consistency determination CD-0004-19 for a lease of trust land, from the Tribe to its own federally chartered economic development corporation, and a loan guarantee for the Tribe's proposed 100-room hotel to be located within the Trinidad Rancheria's trust lands. In August 2019, the Commission conditionally concurred with the BIA's consistency determination. HARP filed a lawsuit against the Commission challenging the Commission's conditional concurrence on various grounds. The trial court upheld the Commission's decision and HARP appealed. In November 2024, the court of appeal affirmed the trial court's decision in all respects except the sole issue of the Commission's evaluation of fire protection services. The case was remanded to the trial court to issue a writ directing the Commission to "reconsider the issue of whether the proposed project is consistent

with section 30250 [of the California Public Resources Code] with respect to fire protection services." *See* the decision of the Court of Appeal of the State of California, First Appellate District, Division Five, in *Humboldt Alliance for Responsible Planning v. California Coastal Com.* at p. 29 (Nov. 2024), as included in Exhibit 6 to the Staff Report ("Decision"). On April 18, 2025, the trial court issued the Writ, directing the Commission to complete a new hearing, and ordered that the hearing shall be limited to reconsideration of fire protection services.

The Staff Report states that the scope of the hearing is strictly limited to a sole issue as ordered by the court:

> In accordance with the writ of mandate issued in the lawsuit, the Commission is holding this remanded consistency determination hearing and considering the limited issue of whether the proposed project is consistent with Coastal Act Section 30250 with respect to fire protection services. No other issues under Chapter 3 of the Coastal Act are within the scope of this remanded consistency determination hearing.

Staff Report at 2.

The Tribe's comments to each of HARP's five arguments are provided below.

1. **Contrary to HARP's letter, the BIA is not required to issue a new consistency determination.**

In accordance with the Coastal Zone Management Act (CZMA) (16 U.S.C. § 1451 *et seq*.), in 2019, the BIA issued a consistency determination for the Tribe's proposed project, and the Commission conditionally approved the BIA determination, and HARP "**challenged the Commission's decision** by filing a petition for writ of administrative mandamus." Decision at pp. 1-2. There has been no change to the proposed federal action or the Tribe's proposed projects since the BIA issued its consistency determination, and the BIA has no obligation under the CZMA to "update" a consistency determination following a state court challenge to the Commission's concurrence, and HARP cites no authority in support of such an obligation. Further, HARP challenged the Commission's concurrence, not the BIA's consistency determination. Neither the court of appeal nor the trial court found that the BIA's consistency determination was deficient, nor did the courts purport to require the BIA to issue a new consistency determination. Moreover, the Commission did not request that the BIA issue a new or updated consistency determination. HARP's argument that the "BIA has withdrawn it involvement in this process by not submitting an updated concurrence letter for seven years," HARP letter at 7, lacks any legal grounding and is without merit.

2. **The Tribe's acquisition of an aerial (hook-and-ladder) platform truck, the Tribe's memorandum of understanding with the County of Humboldt, and the Tribe's participation in the Humboldt Local Agency Formation Commission (LAFCO) Fire Planning Study for North Coast Humboldt County (North Coast Fire Planning Study) provide substantial evidence that the Tribe will assure adequate fire protection services through the Tribe's actions and intergovernmental agreements**.

The court of appeal expressed concern that the closest hook and ladder truck was located in Arcata, and that "if a fire broke out at the hotel while Arcata's one ladder truck was needed elsewhere, there would presumably be no other ladder truck readily available." Decision at pp. 27-28. The Tribe squarely addressed the court's concern regarding the availability of a hook and ladder truck by acquiring such equipment, which will be available to respond to a fire at the proposed hotel. *See* Exhibit 7 to the Staff Report. The Tribe's memorandum of understanding with the County of Humboldt for Cal FIRE services (Fire Services MOU) and the Tribe's participation in the North Coast Fire Planning Study, Exhibits 9 and 8 respectively to the Staff Report, demonstrate the Tribe's ability and commitment to assure adequate fire protection services through intergovernmental agreements and cooperation. The Tribe's Fire Services MOU with the County of Humboldt has been negotiated and is set to be acted on by the County Board of Supervisors in May of 2026. The Commission's concurrence is conditioned upon the submission of the completed Fire Services MOU and detailed fire protection plans that will demonstrate the availability of adequate fire protection services when the hotel is constructed and operated.

3. **The Decision of the court of appeal expressly disagreed with HARP's argument that a conditional concurrence was not "procedurally proper."**

The court of appeal decision addressed HARP's argument, which HARP now improperly attempts to revive, that the Commission's use of a conditional concurrence is not "procedurally proper," and the court expressly disagreed with HARP's argument:

> HARP next argues that the Commission failed to proceed in a manner required by law because a conditional concurrence was not "procedurally proper." In support, HARP relies on two extrinsic documents: (1) the National Oceanic and Atmospheric Administration (NOAA)'s response to comments on its regulations implementing the CZMA; and (2) the Commission's published guide, "Federal Consistency in a Nutshell" (Nutshell). We disagree.

Decision at 19. In its decision, the court addressed the two extrinsic documents relied upon by HARP, and paraphrased the excerpts cited by HARP. In the end, the court rejected HARP's argument.

4. HARP's argument that bringing additional fire protection services to the Trinidad Rancheria would violate Public Resources Code § 30250(a) is without merit.

The Tribe's proposed hotel would be located on the bluff within the previously developed commercial portion of the Trinidad Ranchera, between Highway 101 and Scenic Drive, the county road that provides access to the Rancheria. As the HARP letter acknowledges, the hotel would be located next to the casino. In addition, the proposed location is next to the Tribe's restaurant and associated parking and access roads for the casino and restaurant. The location of the proposed hotel will allow the hotel to benefit from those existing services, as well as other and related services. Consistent with section 30250(a), the hotel, a prioritized visitor-serving facility, is proposed to be located within the existing developed area of the Trinidad Rancheria, which will not only accommodate it but also serve it. The provision of additional fire protection services will not have significant adverse effects on coastal resources. On the contrary, such services will provide additional protection to coastal resources. Moreover, even if the Commission were to treat the Trinidad Rancheria's existing commercial development area as something other than a "developed area," visitor-serving facilities, such as a hotel, that cannot feasibly be located in existing developed areas may be located in existing isolated developments. Pub. Res. Code, § 30250(c).

5. The building code standards are outside the limited scope of the Writ and the Commission's hearing.

HARP's argument that the building standards referenced in the Staff Report, the 2018 version of the International Building Codes and National Fire Protection standards, might be dated falls outside the strictly limited scope of the Commission's hearing. The hearing is restricted by the Writ solely to the issue of fire protection services, and it does not permit the Commission's hearing to reconsider other matters, such as building codes. HARP's argument that "the hotel is actually being approved at this hearing," also underscores their misunderstanding of the Commission's limited role. The Trinidad Rancheria, which is held in trust by the United States for the benefit of the Tribe, is expressly excluded from the coastal zone. 16 U.S.C. § 1453(1). The State, its agencies, and local governments lack civil regulatory jurisdiction over the Tribe's activities on its trust land. *See, e.g.*, *McClanahan v. State Tax Comm'n of Arizona*, 411 U.S. 164, 170–71 (1973); *White Mountain Apache v. Bracker*, 448 U.S. 136, 144 (1980). The Commission's role regarding the Tribe's proposed hotel arises solely from the BIA's obligation to submit a consistency determination to the Commission for its review and concurrence. Neither the Tribe nor the BIA are required to request a coastal development permit.

Conclusion

The Commission has appropriately confined the scope of the April 16, 2026 hearing in accordance with the tribal court's order, and the Staff Report accompanied by exhibits provide

substantial evidence that adequate fire services will be available to the proposed hotel project when the project is constructed and operated.

Sincerely,

Timothy C. Seward
Counsel for the Cher-Ae Heights Indian Community
of the Trinidad Rancheria

cc: Cher-Ae Heights Indian Community of the Trinidad Rancheria