

Board Members

Doug Verboon, District 3, Chairman
Craig Pedersen, District 4, Vice Chairman
Joe Neves, District 1
Richard Valle, District 2
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Special Meeting Agenda

Date: Friday, November 13, 2020
Time: 4:00 p.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Supervisors by video and teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers. Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in the Board Chambers. A maximum of 10 individuals will be allowed in the Chambers at a time. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact the Clerk of the Board of Supervisors as directed below no later than 8:30 a.m. the morning of the meeting.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/eCtrY5yxoSk> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either bosquestions@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

I. 4:00 PM CALL TO ORDER
ROLL CALL – Clerk of the Board

II. UNSCHEDULED APPEARANCES

Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.



III. CLOSED SESSION

♦ **Conference with Real Property Negotiator [Govt. Code Section 54956.8]**

Property: Southeast corner of 16th Avenue and Jersey Avenue
 (APN 028-130-028)

Negotiating Parties: Doug Verboon in consultation with others.

Under Negotiation: Terms and Conditions for Occupancy

IV. REGULAR AGENDA ITEMS

A. Administration – Rebecca Campbell

Consider approving an Inter-Governmental Agreement with the Santa Rosa Rancheria Tachi-Yokut Tribe concerning the County’s provision of public services to mitigate the impacts resulting from the Tribe’s Palace Indian Gaming Facility and the proposed expansion of those facilities, as well as other services to the Tribal community.

V. ADJOURNMENT

The next regularly scheduled meeting will be held on November 24, 2020, at 9:00 a.m. **The meeting for November 17, 2020 has been cancelled due to Board participation in the annual California State Association of Counties Conference on November 12-19, 2020.**

FUTURE MEETINGS AND EVENTS

November 12-19	California State Association of Counties Annual Meeting, Online format
November 17	Regular Meeting Cancelled
November 24 9:00 AM	Regular Meeting
November 26-27	County Offices Closed in Observance of Thanksgiving
December 1	Regular Meeting Cancelled

Agenda backup information and any public records provided to the Board after the posting of the agenda will be available for the public to review at the Board of Supervisors office, 1400 W. Lacey Blvd, Hanford, for the meeting date listed on this agenda.



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 852-2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM November 13, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: AGREEMENT WITH THE SANTA ROSA RANCHERIA FOR FINANCIAL
MITIGATION OF PUBLIC SERVICES

SUMMARY:

Overview:

The Santa Rosa Rancheria Tachi-Yokut Tribe operates the Palace Indian Gaming Facility in Kings County. Staff has been working with the Tribal Council and their attorneys on the development of an Inter-Governmental Agreement to compensate Kings County for services provided because of their gaming operations, which they propose to expand, and to their community.

At the time this report was written, Staff was still negotiating and developing the final language of the Agreement for consideration by your Board.

Recommendation:

Approve an Inter-Governmental Agreement with the Santa Rosa Rancheria Tachi-Yokut Tribe concerning the County’s provision of public services to mitigate the impacts resulting from the Tribe’s Palace Indian Gaming Facility and the proposed expansion of those facilities, as well as other services to the Tribal community.

Fiscal Impact:

Depending on the final terms of the Agreement, Kings County could receive the following revenues from the Tribe: \$450,000 for services rendered through June 30, 2020, \$900,000 for services already rendered and to be rendered during FY 2020/2021, and additional revenues to be determined for Sheriff and Fire operations in the future years of the Agreement. The Tribe has also agreed to build a new fire station on Tribal land, which the Tribe will make available for County operations and which will off-set costs associated with operations of the County’s current Fire Station 7.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

i hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

AGENDA ITEM

AGREEMENT WITH THE SANTA ROSA RANCHERIA FOR THE PROVISION OF PUBLIC SERVICES

November 13, 2020

Page 2 of 2

BACKGROUND:

For the last 20 years, the Tachi-Yokut Tribe has contracted with Kings County for the provision of law enforcement and fire services which are largely related to the off-reservation impacts of activity associated with the Palace Indian Gaming Facility. As the Tribe negotiates a new gaming compact with the State, it is considering expansion of its gaming facilities, a proposed 200-home housing development on Tribal lands, and the expansion of an off-reservation gas station, among other non-gaming projects.

These activities and changes will result in direct increases in calls for service for both the Sheriff's Office and the Fire Department. Increased calls to the Sheriff's Office will also result in increased workload in the D.A.'s Office and other criminal justice departments including Probation. Infrastructure, specifically roads, are impacted due to increased traffic. To mitigate the cost of these increases in public services, Staff and the Tribe are proposing an Inter-Governmental Agreement that will compensate Kings County for the services it provides to the reservation and to the communities surrounding the reservation. The specifics of the current draft Agreement will be made available as soon as possible prior to your Board meeting. The Tribe has indicated a strong desire to complete and approve the Agreement prior to November 15, 2020, so although we don't have the final version of the Agreement included here, Staff is placing this item on the Agenda to allow your Board the opportunity to act within this time frame should the Agreement be acceptable.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN KINGS COUNTY AND
THE SANTA ROSA RANCHERIA TACHI-YOKUT TRIBE**

This Intergovernmental Agreement (“Agreement”) is entered into this ___ day of _____, 2020, between Kings County, a political subdivision of the State of California (“County”), and the Santa Rosa Rancheria Tachi-Yokut Tribe, a federally recognized Indian Tribe located within the geographical boundaries of Kings County, California (“Tribe”). The County and the Tribe shall be collectively referred to as the “Parties.”

RECITALS

A. The Tribe has lived in its aboriginal home within what is now Kings County since time immemorial. The Tribe’s ancestors lived in the same basin for countless generations, going back to a time when the area was a vast wetland, rich with abundant game.

B. The Tribe’s history since contact with non-Indians has been tragic, with the ancestral Tachi people being pushed from their traditional lands onto a small, isolated piece of land outside of Lemoore, California. By 1903, ninety-nine percent (99%) of the Tachi-Yokut population was killed by genocide, newly introduced disease and the loss of traditional foods. In 1934, the Santa Rosa Rancheria was established on approximately forty (40) acres of desolate farmland in Lemoore, California. Forty (40) people lived on the reservation below poverty level, many living in tule huts, tin houses, old cars and chicken coops. The average education of residents on the reservation was 3rd-grade level, with field labor as the primary source of income. By the 1980s, the Santa Rosa Rancheria had grown to approximately two hundred (200) members and one hundred and seventy (170) acres. Government programs such as “Headstart,” funds from federal government P.L. 93-638 contracts, and an Alcoholics Anonymous program were in place, and the average education increased to 8th-grade level. The federal Housing and Urban Development Department provided some housing, but living conditions were still below poverty level for most members.

C. In 1983, the Tribe opened the Southgate Bingo Palace. In 1994, the Tribe changed management of the facility and changed the name to “The Palace Indian Gaming Center” (“The Palace”). The Palace has grown from eighty-six (86) employees in 1994 to over five hundred (500) employees today, one-third of whom are Native American. The average education of tribal members has risen to the 12th-grade and college levels and living conditions have improved to wood-frame housing, block homes and mobile homes. The Palace now offers employment opportunities that would not otherwise be available to Tribal members. Many former employees have gone on to successful positions elsewhere in the community and are positive role models for young people on the reservation. Gaming revenues allow the Tribe to rise to the challenges of reestablishing its cultural

identity, returning to economic self-sufficiency, and building a strong reservation economy that also benefits the local community outside of the Reservation.

D. The Board of Supervisors of Kings County and the General Council of the Tribe recognize and acknowledge that each is a sovereign governmental entity with responsibility for the welfare of its people.

E. The County recognizes that all lands within the geographical boundaries of the Santa Rosa Rancheria (the “Reservation”) are subject to Tribal laws and applicable federal laws and regulatory authority.

F. The County and the Tribe recognize and acknowledge that residents of the Reservation and the residents of Kings County are neighbors with legitimate concerns regarding public safety, economic development, and the character of life in Kings County.

G. In 1953, Congress perceived inadequate law enforcement in Indian country and enacted Public Law 83-280 (“P.L. 280”) to address the problem. P.L. 280 conferred the federal government’s jurisdiction over Indian country in California and several other states and suspended enforcement of the Major Crimes Act, 18 U.S.C. § 1153, and the General Crimes Act, 18 U.S.C. § 1152, in those areas. As a result, the State is legally required to provide law enforcement services to the Tribe as it does elsewhere within Kings County.

H. In 1988, Congress enacted the Indian Gaming Regulatory Act (P.L. 100-497, codified at 18 U.S.C. § 1166 et seq. and 25 U.S.C. § 2701, et seq.) (“IGRA”) to regulate certain gaming on Indian lands in the United States. The IGRA provides a regulatory framework for the operation of gaming by Indian tribes as a means, among other things, of promoting tribal economic development, self-sufficiency, and strong tribal government.

I. The IGRA requires, among other things, Class III gaming on the lands of federally-recognized Indian tribes to be conducted in conformity with a tribal-state compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior.

J. The Tribe and the Governor of California entered into a tribal-state gaming compact in 1999 (the “Compact”) to permit the Tribe to conduct Class III gaming activities on its trust lands in compliance with the IGRA.

K. In 2003, the Tribe and Kings County entered into a Memorandum of Understanding Between the County of Kings and the Santa Rosa Rancheria Concerning Mitigation of Significant Public Service Impacts (the “MOU”). The MOU provided that the Tribe would contribute funding to the County for (1) the improvement and

maintenance of County-maintained roads, (2) the provision of County law enforcement services, and (3) the provision of County fire protection and emergency services.

L. The MOU expired on December 31, 2019 without a request for extension by the County, however it has been successful in its goal of beginning a concerted effort to achieve a positive and constructive resolution of significant issues that could have otherwise obscured the long-term government-to-government relationship between the Parties to the detriment of both.

M. The Tribe and Governor Gavin Newsom intend to enter into a new compact that provides the opportunity for government-to-government negotiations between the Tribe and the County before the commencement of development Projects. For purposes of this Agreement, "Project" means (i) the construction of a new Gaming Facility, (ii) a renovation, expansion or modification of an existing Gaming Facility, or (iii) other activity involving a physical change to the Reservation environment, provided the principal purpose of which is directly related to Class III gaming, and any one of which may cause a significant effect on the off-Reservation environment. For purposes of this Agreement, "Gaming Facility" means any building in which Class III gaming occurs, or in which the business records, receipts, or funds of the Class III gaming are maintained (but excluding off-site facilities primarily dedicated to storage of those records, and financial institutions), which may include parking lots, walkways, rooms, buildings, and areas that provide amenities to patrons of Class III gaming, if and only if, the principal purpose of which is to serve the Class III gaming.

N. The Tribe currently operates the Tachi Palace Hotel and Casino ("Existing Casino"), a facility in which Class III gaming occurs, in compliance with the IGRA and the Compact. The Existing Casino includes the following components:

1. Tachi Palace Casino. The Tachi Palace and Casino includes the Casino of the Moon and Casino of the Sun, a 337,418 sq. ft. gaming facility consisting of a 70,500 sq. ft. gaming floor with one thousand nine hundred ninety-eight (1,998) Class III games, one hundred ten (110) Class II games, twenty-six (26) table games, one (1) double-sided roulette; a 26,418 sq. ft. bingo hall with 1,100 seats; a 565 sq. ft. walk-up bingo concessions; The Market Place at Pork Chop Hill buffet restaurant, 7,550 sq. ft. with three-hundred eleven (311) seats; RedTail Hawk and Pho-nominal Eats restaurants, 1,560 sq. ft. with fifty-five (55) seats; Coyote Grille restaurant, 2,750 sq. ft. with one hundred forty-four (144) seats; Pizza Hut Express restaurant, 675 sq. ft.; RezDogs restaurant, 650 sq. ft. with thirty (30) seats; Sunset Lounge bar, 1,085 sq. ft. indoor, 1,845 sq. ft. outdoor, with eighty-eight (88) seats; Koy Wae Lounge bar, 3,994 sq. ft. with fifty-five (55) seats and an entertainment stage; Coffee Stop coffee shop. 450 sq. ft. with twenty-four (24) seats; Wet Bar, 878 sq. ft. with forty (40) seats; Associates

Dining Room staff cafeteria, 3,556 sq. ft. with one hundred fifty-five (155) seats; three (3) walk-up beverage stations; 463,125 sq. ft. paved customer parking lot with one thousand four hundred twenty-five (1,425) parking spaces; 113,750 sq. ft. temporary unpaved parking lot with three hundred twenty-five (325) parking spaces; and 97,500 sq. ft. paved associate parking lot with three hundred (300) parking spaces. The business records, receipts, and funds of the Tachi Palace Casino are stored in the administrative offices on the second floor of the Tachi Palace Casino.

2. Tachi Palace Hotel. The Tachi Palace Hotel is a 125,000 sq. ft. hotel with two hundred fifty-five (255) rooms; a 1,100 sq. ft. spa; a 525 sq. ft. gift shop and a 785 sq. ft. gift shop; a 475 sq. ft. fitness center; a 128,315 gal. pool; a 1,968 gal. spa/hot tub; a 1,887 gal. family spa/hot tub; and a 2,234 gal. wading pool.

O. Since 1999, the Tribe has constructed significant non-gaming related development, the principal purposes of which do not include serving the activities of the Existing Casino and are not subject to the requirements of the IGRA or the Compact. Such development includes the following components:

1. Yokut Gas. Yokut Gas is a gas station that includes sixteen (16) unleaded, diesel, and 110-octane fuel pumps; 25,000 gal. and 10,000 gal. unleaded fuel tanks; an 11,900 gal. unleaded premium fuel tank; a 15,000 gal. diesel fuel tank; a 7,900 gal. 110-octane fuel tank; and an 8,000 sq. ft. convenience store containing forty-two (42) Class II slot machines.
2. Coyote Entertainment Center. Coyote Entertainment Center is an 82,415 sq. ft. entertainment center that features an 8-theater, 974-seat movie cinema; a 3,927 sq. ft. pool hall with nine (9) billiard tables; a 4,141 sq. ft. arcade with forty-two (42) arcade games; and a 30-lane bowling alley.
3. Water and wastewater treatment facilities. The Tribe operates water and wastewater treatment facilities that serve the entire Rancheria. The facilities include three (3) wells ranging from 935-1,125 ft. below ground; two (2) one-million gal. potable water tanks; a 400,000 gal. potable reserve tank; and a 280,000 gal. reclaimed water tank.

P. During the term of this Agreement, as defined below, the Tribe intends to expand the Tachi Palace Casino and Hotel (“Casino Expansion Project”) as follows:

1. Expand the current footprint of the Tachi Palace Casino by 18,000 sq. ft. to include additional gaming space, a 150-seat food and beverage area including a small wet bar, and a new entrance;

2. Convert 26,148 sq. ft. of the bingo hall to gaming floor;
3. Add one thousand (1,000) additional Class III gaming devices;
4. Build a 1,000-parking-stall, ramp, 3-level (ground level for associates) parking structure; and
5. Add one thousand thirty-three (1,033) asphalt, drive-up, guest parking slots.

Q. During the term of this Agreement, the Tribe intends to pursue economic development that will not constitute a Project as defined in Recital M. Such development includes the following:

1. A 35,000 sq. ft., 2,500-seat event/bingo center.
2. A new 120,000 sq. ft., 200-room hotel tower.
3. Yokut Gas. Add twelve (12) gas pumps and twelve (12) diesel pumps to existing station; a 6,000 sq. ft. convenience store expansion; sixty (60) Class II machines; and a 3-car wash bay.
4. Rancheria Housing. Add two hundred (200) additional homes.
5. Conference center. Add a 20,000 sq. ft. conference center attached to the Tachi Palace Hotel.
6. Water and wastewater treatment facilities. Implement a thirty to forty-five percent (35%-45%) expansion in water flow, capacity, and treatment.

R. The Tribe owns fee title to off-reservation land located in Hanford and in Lemoore for which the Tribe may elect to continue to pursue application to the federal government to transfer fee simple title to the federal government in trust for the benefit of the Tribe.

S. The Tribe also intends to convert twenty nine (29) parcels of lands into trust, which will be utilized for non-gaming tribal purposes. The Tribe has completed or will complete any National Environmental Policy Act (“NEPA”) studies necessary for the submittal of the fee-to-trust applications and seeks the County’s cooperation with seeking federal approval.

T. Pursuant to the Compact, the Tribe caused to be prepared a Tribal Environmental Assessment (“TEA”) before the commencement of any planned expansion of its Gaming Facility listed in Recital P above. The Tribe issued the TEA on September 23, 2020. Public Notice was provided pursuant to the Compact. The County reviewed and the public had the opportunity to review both the Notice of Preparation and the TEA, and some members of the public provided comment on it.

U. The Compact requires the Tribe to consult with the County, and if the County requests, meet with them to discuss mitigation of significant adverse off-Reservation environmental impacts where such impacts are attributable in whole or in part to the Project(s) listed in Recital P.

V. The Tribe and the County have a longstanding, government-to-government relationship based on mutual respect and consideration of their respective jurisdictions, laws, regulations and duties to their citizens. Accordingly, the Tribe wishes to compensate the County for all public services provided, including, but not limited to, law enforcement, fire protection, and emergency medical services, as well as those arising from the Project(s), and mitigation of any effect on public safety attributable to the Project(s).

W. The Tribe and the County also recognize and acknowledge that the County, as a subdivision of the State, may only provide such services to the Tribe at the County’s full cost as required under the California Constitution; and

X. The Tribe and the County also wish to continue certain terms of the existing MOU as set forth more fully herein.

NOW, THEREFORE, the Parties hereby agree that this Agreement is intended to satisfy the requirements of the Compact and any future compact with regard to mitigation of impacts from the Project(s) listed in Recital P, including the Tribe’s obligations to: (1) provide mitigation measures for any potentially significant effect on the off-Reservation environment; (2) compensate the County for law enforcement, fire protection and any other public services to be provided to the Tribe; (3) provide reasonable compensation for programs designed to address gambling addiction; and (4) mitigate all effects on public safety attributable to the Project(s); as well as the County’s and the Tribe’s obligation to strengthen the existing government-to-government relationship between the County and the Tribe.

I. RECITALS INCORPORATED

The recitals A through X above are hereby incorporated into this Agreement by this reference.

II. CASINO EXPANSION MITIGATION

In addition to preparing the TEA for the Casino Expansion Project, the Tribe and the County have met several times, including meetings between technical staff, to analyze and negotiate measures in mitigation of the impacts of the Casino Expansion Project on the off-Reservation environment. The Tribe and County agree that the Tribe is only obligated to provide compensation for actual mitigation for the Gaming Expansion project. The Parties have agreed that to sufficiently mitigate the off-reservation environmental and community impacts of the Casino Expansion Project, the Tribe has agreed to reimburse the County for the cost of the additional services necessary for such mitigation as follows:

A. The Tribe shall pay the County **\$70,000 on an annual basis** for Law Enforcement Operations for off-reservation impacts directly resulting from the Casino Expansion.

B. The Tribe shall pay the County **\$55,000 on an annual basis** for Fire Protection Operations for off-reservation impacts directly resulting from the Casino Expansion.

C. Wastewater Treatment

The Tribe shall expand its existing wastewater treatment facility as part of the Project. The Parties anticipate that the upgraded and expanded wastewater facilities will be adequate to accommodate the increase in wastewater flow as a result of the Project.

1. The expansion will include:
 - a. Expanded grit and grease removal for increased capacity and redundancy;
 - b. Biodiesel production shed for equipment protection;
 - c. Anaerobic digestion tank for handling grease, food waste, etc.;
 - d. Green waste, etc. by conversion to electricity;
 - e. Repair shop, pump storage, and vector parking shelter;
 - f. Reclaimed water storage tanks;
 - g. A third sequencing batch reactor (SBR); and

- h. Oil, grease, and septic/RV receiving station.
- 2. All of the new wastewater treatment plant's ("WWTP's") effluent shall be disposed of using on-Reservation percolation ponds or leach fields, or be reclaimed for beneficial use, such as on-Reservation landscaping and agricultural uses.
- 3. A licensed third-party engineer shall certify that the combination of leach fields, percolation ponds, and emergency storage resulting from the Project(s) is adequate to meet NPDES requirements.

D. Solid Waste

Solid waste that is not source-separated and collected for recycling/reuse will be disposed of at the Kings Waste and Recycling Facility at 7803 Hanford-Armona Road, Hanford, California. To minimize impacts to off-Reservation landfills, the Tribe will, to the extent feasible, separate and divert solid waste to reuse or recycle, including at a minimum, all wastes consisting of cardboard, mixed paper, glass, plastic, copper, aluminum, tin, white goods, organics and green waste resulting from landscaping activities. The goal of this activity is to separate and divert a minimum of fifty percent (50%) of the Tribe's solid waste to reuse or recycle.

E. Light Reduction

Project design shall ensure that project-related lighting and glare impacts to off-Reservation residences are minimized. The following mitigation measures shall be implemented to reduce lighting and glare impacts:

- 1. Exterior glass will be glazed with a non-reflective, tinted coating to minimize glare and nighttime illumination; and
- 2. Exterior lighting, including security, walkway, and decorative fixtures will consist of downcast, fully shielded, low-pressure sodium lights.

F. Hazardous Materials

During construction of the Project(s), hazardous materials will be transported and stored in appropriate and approved containers. Required clearances will be maintained, and materials will be handled in accordance with all applicable laws and regulations. The Tribe shall ensure the source of any leak is immediately controlled, and any spill of hazardous materials or waste is immediately contained using appropriate containment and countermeasures. Clean-up and disposal, if any is required, would also be handled in

accordance with all applicable laws and regulations by licensed hazardous materials handlers and haulers for disposal at approved disposal sites at the Tribe's sole cost.

G. Water Resources

To minimize potentially significant adverse effects to off-Reservation water quality from storm water runoff during construction activities, the following steps will be implemented:

1. The Tribe shall apply for coverage under the federal Environmental Protection Agency's ("EPA's") National Pollutant Discharge Environmental System ("NPDES") construction general permit. Compliance with the permit shall require development of a site-specific Storm Water Pollution Prevention Plan ("SWPPP"), which will include requirements for implementation of appropriate erosion and sediment control measures prior to and throughout construction, as described below.
2. The SWPPP shall describe project-specific construction practices, stabilization techniques, and structural best management practices ("BMPs") that are to be implemented to prevent erosion and minimize sediment transport. The BMPs shall be inspected, maintained, and repaired to assure continued performance of their intended function. All reports summarizing the scope of these inspections, the personnel conducting the inspections, the dates of the inspections, major observations relating to the implementation of the SWPPP, and actions taken as a result of these inspections shall be prepared and retained as part of the SWPPP.
3. To minimize the potential for erosion to occur on the project site that would affect off-Reservation properties, the Tribe shall utilize required BMPs, which shall be identified in the SWPPP and implemented during construction. These BMPs may include, but will not be limited to, the following:
 - a. Stripped areas shall be stabilized through temporary seeding using dryland grasses;
 - b. Conveyance channels and severe erosion channels shall be mulched or matted to prevent excessive erosion;
 - c. Exposed stockpiled soils shall be covered with plastic covering to prevent wind and rain erosion;

- d. The construction entrance shall be stabilized by the use of rip-rap, crushed gravel, or other such material to prevent the track-out of dirt and mud;
 - e. Construction roadways shall be stabilized through the use of frequent watering, stabilizing chemical application, or physical covering of gravel or rip-rap;
 - f. Filter fences shall be erected at all onsite storm water exit points and along the edge of graded areas to stabilize non-graded areas and control siltation of onsite storm water; and
 - g. Dust suppression measures shall be implemented to control the production of fugitive dust and prevent wind erosion of bare and stockpiled soils.
4. To minimize potentially significant adverse effects to off-Reservation water quality from storm water runoff during operation, the Tribe shall utilize required BMPs, which shall be identified in the SWPPP and implemented during construction. These BMPs may include, but will not be limited to, the following:
- a. The proposed surface parking lot and parking garage will be designed and constructed so that storm water runoff generated on the parking lot would be directed into storm drains that would subsequently direct the flow into the proposed retention basins;
 - b. The Tribe shall adjust landscape irrigation based on weather conditions, reducing irrigation during wet weather to prevent excessive runoff; and
 - c. Fertilizer use shall be limited to the minimum amount necessary and shall be adjusted for the nutrient levels in the water used for irrigation. Fertilizer shall not be applied within twenty-four (24) hours of a precipitation event predicted by the National Oceanic and Atmospheric Administration (“NOAA”).
5. To reduce the Proposed Project’s impact to off-Reservation groundwater levels, the Tribe shall implement water conservation measures, including, but not limited to, the use of low-flow faucets and showerheads, recycled water for toilets, and voluntary towel re-use by guests in the hotel; use of pressure washers and brooms instead of hoses for cleaning in public areas and the Casino; use of garbage disposal on-demand; re-circulating cooling loop for water-cooled refrigeration and ice machines, where possible;

service of water to customers on request in all restaurants; and use of recycled and/or gray water, including, but not limited to, wastewater generated from sinks, showers, baths, and other sources excluding toilets, for cooling.

H. Unless otherwise stated, the Tribe shall perform the mitigation measures agreed to herein, and the Tribe shall inform the County in writing of the completion of such measures. The County shall notify the Tribe in writing of any concerns or need for clarifying information regarding completion of the mitigation measures contained in this Agreement. The Tribe shall promptly respond to all County inquiries concerning compliance with any of the mitigation measures set forth above that apply to future expanded Casino operations.

III. ENVIRONMENTAL REVIEW

A. The Tribe and the County agree on the importance of conducting an appropriate environmental analysis of Tribal development projects to determine potential off-Reservation adverse environmental impacts and, if necessary, appropriate mitigation. Toward this end, and pursuant to Section 10.8 of the Tribe's existing Compact, the Tribe enacted the Environmental Ordinance to provide a process for determining off-Reservation environmental impacts of Tribal development projects that relate to Gaming Facilities and whether they are likely to cause a Significant Adverse Impact outside the Reservation, and to provide procedures by which to determine the possible need for mitigation.

B. The environmental review process under the Environmental Ordinance has been completed for the Casino Expansion Project. The County has received and reviewed the TEA report with respect to the Casino Expansion Project. The Casino Expansion Project has been reviewed and commented upon by others. Those comments have been considered by the Tribe in accordance with the Environmental Ordinance and the comment periods in connection with the Project is now closed.

C. Future gaming Projects, as defined in Recital P set forth above and incorporated herein by reference, undertaken by the Tribe on Trust Lands, shall be subject to the off-Reservation environmental impact processes set forth in this Section.

1. Future projects that are not Projects as defined in Recital P ("Non-Gaming Tribal Projects") are not subject to this Agreement. If the Tribe, in its sole discretion, elects to adopt or follow some or all of the environmental processes set forth in this Agreement for a Non-Gaming Tribal Project(s) on tribal land, the County shall cooperate in good faith in timely reviewing and commenting on Tribal submissions of reports and studies, and meeting and conferring with the Tribe on mitigation measures at the Tribe's request.

The Tribe's participation in environmental processes with the County under such circumstances shall not be deemed to be a waiver of the Tribe's sovereign jurisdiction or immunity unless expressly provided in writing, nor shall participation in any process in this Agreement be deemed to constitute such a waiver.

2. As to Tribal gaming Projects, the Tribe shall consider and determine whether such projects may potentially cause Significant Adverse Impacts, including in those areas identified in Section 5.3.10(c) of the current draft Compact and, if so, shall issue either a Finding of No Significant Impact or a Tribal Environmental Impact Report ("TEIR").

IV. COUNTY SERVICES

A. Law Enforcement and Fire Services

1. The Parties acknowledge that the Tribe's development, construction, operation and maintenance of Projects on Tribal lands require law enforcement, fire protection, and emergency medical response services.
2. The Tribe and the Kings County Office of Emergency Services ("OES") shall cooperate on a government-to-government basis to promote public safety and to provide the Tribe with the opportunity to benefit, on a voluntary, non-jurisdictional basis, from the constructive suggestions County personnel may have with respect to health and safety issues, and to share expertise to maximize public safety and health. Notwithstanding the foregoing, the Parties agree that the County does not have the ability to limit operating hours of The Palace.
3. Pursuant to this Agreement, the County agrees to provide an adequate level of law enforcement service to the Reservation, as determined by the Sheriff in consultation with the Tribe, including timely response to security needs. The Tribe shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing County services, except for the reimbursement of special event services provided under separate contract or fee schedule.
4. Consistent with P.L. 280, the Parties agree that the County is obligated to provide the Tribe with law enforcement services, including, but not limited to, policing, prosecution and detention. The Tribe has agreed to provide a payment to the County, as a showing of good will and mutual cooperation. In lieu of the mitigation payment set forth in Section II(A), beginning on July 1, 2022, the Parties agree that the Tribe will pay the County annually

two hundred thousand dollars (\$200,000) for three years for law enforcement services the County provides to the Tribe. After three years, the Tribe and the County agree to consider a new and separate arrangement for the provision of law enforcement services that meet the Tribe's changing needs. In the event the Parties do not negotiate a new and separate arrangement for law enforcement services, the payment in section II(A) shall immediately resume.

5. If the Tribe requests additional services, including, but not limited, greater staffing dedicated to responding to the Tribe's needs, whether for community relations, visibility of law enforcement presence, or higher levels of enforcement, the Parties agree to meet in good faith and to negotiate a separate agreement or amendment to this Agreement for the provision of those additional services.
6. The Parties shall develop procedures to address the interface between the Tribe, the Sheriff, and the Kings County District Attorney's Office ("District Attorney") to aid in the provision of law enforcement services under Public Law 280, including procedures regarding interaction between the Sheriff's Office and Tribal security personnel, the proper handling and preservation of evidence (particularly with respect to the preparation and protection of surveillance tapes), service of process in criminal proceedings on the Reservation, preparation of incident reports, witness statements, and patrol and arrest procedures on the Reservation.
7. The Sheriff and the Tribe shall cooperate in good faith to resolve any conflict between the Sheriff's and the Tribe's procedures; however, the Sheriff retains the final authority to determine how any procedural conflicts pertaining to matters strictly within its criminal jurisdiction under P.L. 280 shall be resolved. Such resolution shall serve the purposes and policies of P.L. 280 and this Agreement. Similarly, the Tribe retains the final authority to resolve any internal procedural conflicts pertaining to matters strictly within its jurisdiction. Such resolution shall serve the intent, purposes and policies of applicable laws and this Agreement.
8. If requested by the Sheriff or the Tribe, an agreement may be entered into to establish protocols addressing the provision of services under this Agreement. No such agreement shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by both Parties. In the event of any inconsistency between the terms of such an agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

B. Supplemental Security Services

1. At the Tribe's request, the Sheriff may agree to provide extra law enforcement services for special events and functions. The County shall bill the Tribe under separate contract for the cost of such services. All Sheriff services provided for special events shall be billed at rates established by the County for special security services and paid within thirty (30) days of receipt of any invoice.
2. Should the Sheriff incur extraordinary expenses in connection with a response to a significant and unplanned incident relating to the Casino other gaming operations on the Reservation that involves criminal activity and requires efforts that are beyond the range of typical emergency law enforcement response, the Tribe and the Sheriff shall negotiate in good faith, and the Tribe shall pay, for reimbursement of the Sheriff's reasonable and necessary extraordinary expenses incurred in connection with such incident. Such reimbursement shall not include payment of any claims for personal injury associated with the incident.

C. Prosecution

1. The District Attorney will prosecute violations of criminal law on Tribal Lands to the extent consistent with P.L. 280, except for prosecutions under the jurisdiction of the federal Department of Justice or a tribal court, provided that concurrent jurisdiction therewith shall not lessen the District Attorney's authority or duties with respect to such prosecutions. Nothing in this Agreement is intended or shall be construed to expand or limit the jurisdiction of the County and/or District Attorney beyond that which would otherwise be exercised pursuant to P.L. 280.
2. The Tribe shall identify the Tribal officials with whom the District Attorney shall coordinate all such prosecutions so that they may be carried out as effectively as possible. The District Attorney shall review all complaints referred by the Tribe, but all prosecutorial decisions and strategies as to County prosecutions shall be exclusively within the discretion of the District Attorney.

D. Animal Control

The Tribe and the County shall negotiate and enter into a separate agreement similar to those between the County and other local jurisdictions for the Parties to cooperatively provide animal control services on the Reservation.

V. **MUTUAL AID NOT ASSOCIATED WITH THE CASINO EXPANSION PROJECT**

To the extent the Tribe agrees herein to provide funding and services above and beyond mitigation for the Casino Expansion Project, such local contributions will be contingent on the Tribe receiving a credit against fees that would otherwise be paid to the State under its amended compact. To the extent that the State denies the Tribe's request to receive credits under the compact, the Tribe and the County agree that the Parties will come together in good faith and work with the State to ensure that the credit(s) is (are) allowed, and if the State does not allow the credit(s), that the Tribe and the County agree to renegotiate the terms of this Agreement to resolve any outstanding issues. In recognition of the goodwill between the Tribe and the County, the Parties have agreed to cooperate in partnership to ensure a safe and healthy community by assisting one another as follows:

A. As a show of goodwill for the mutual aid that has been provided between the Parties, the Tribe will pay nine hundred thousand dollars (\$900,000) to the County for the year 2020 upon execution of this Agreement.

B. As a show of goodwill for the mutual aid that will be provided between the Parties between January 1 and June 30, 2021, the Tribe will pay \$450,000 to the County on July 1, 2021. It is anticipated that the new Tachi-Yokut fire station set out in paragraph C below and **Exhibit A** will be constructed and operational by July 1, 2021, at which time, the mutual aid provisions of those sections will become effective. In the event the fire station has not been completed or is not operational by that date, the Parties agree that they will meet and enter into negotiations for any additional mutual aid fire protection services that may be provided until the fire station is completed and operational.

C. New Tachi-Yokut Fire Station. The Tribe shall construct a new fire station and training facility, and shall grant easements for ingress and egress, in accordance with standards acceptable to the County to relocate Kings County Fire Department Station 7 onto its Reservation at the Northeast corner of 17th and Kansas, which fire station shall have the ability to meet the "Minimum First Response Requirements" as set forth below. The fire station shall be named the "Kings County Fire Department Tachi-Yokut Station" ("TFS").

1. Staffing for TFS. Once the TFS is built and becomes operational, in lieu of the payments identified in section II(B) and section V(B) above, the Tribe shall pay the County fifty-three percent (53%) of the amounts set forth in Exhibit A for Fire Protection Operations staffed at a 2/0 level.
2. Apparatus and Equipment. The Tribe agrees to meet with the County to determine payment for all equipment and apparatus purchases necessary to make the TFS able to meet the “Minimum First Response Requirements,” which shall be determined by mutual agreement of the Parties. The Tribe agrees to pay for fifty-three percent (53%) of the necessary maintenance costs of the apparatus and equipment during the term of this Agreement.
3. Utilities for TFS. The Tribe agrees to pay one hundred percent (100%) of utility costs for the TFS.
4. County shall have the exclusive right to use and operate from the TFS for the greater of the term of this MOU as described in Section 9 or twenty-five (25) years. In the event the Tribe decides to assume full responsibility for the TFS and its operations upon termination of this Agreement, as extended, the Tribe agrees to provide notice of its decision at least five (5) years in advance of the planned conversion, and agrees to consult with the County about how the Parties can effectively meet the needs of the community for emergency services.
5. The Tribe shall administer and otherwise manage the development and construction of the TFS. In no event shall the Tribe be obligated to expend more than \$21.2 million for the construction of the TFS.
6. In the event the TFS generates revenue from training or other non-Tribal activities, the Tribe and County agree to split the revenue equally. However, the Tribe shall contribute its share of any such revenue to the County’s benefit. The Parties agree that the Tribe’s contribution will serve as mutual assistance for the benefit of the entire community. As such, the Parties will cooperate to ensure the Tribe receives credit under its State compact for its contributions.

D. Training for Tribal Members. The County and the Tribe shall negotiate in good faith, and the County shall create, an apprenticeship program that offers opportunities for Tribal members to receive their emergency medical technician (“EMT”) certificates and Basic Fire Academy training. The County shall work with the Tribe on apprenticeship, training, mentorship and other programs to assist Tribal Members in pursuing careers in law enforcement or fire protection. The County is under no obligation to hire Tribal members above other more qualified candidates for the same jobs.

E. Emergency Medical, Behavioral and Public Health Services. The County agrees to provide the Tribe with emergency medical and ambulance services pursuant to the County's current contract for those services and will bill the Tribe for the actual, uninsured costs of providing such services, if any. The County shall also continue to provide behavioral and public health services to the Tribal community in light of the commitments by the Tribe in this Agreement.

F. Traffic and Road Improvements. Although not required to mitigate the off-Reservation impacts of the Casino Expansion Project, the Parties agree to discuss the best strategy for the Tribe and County to improve other roads surrounding, and within the Rancheria, at the Tribe's cost.

1. To enhance traffic safety and to reduce congestion at key intersections along the Jersey Avenue corridor, the Tribe shall take the following actions to provide physical improvements to roads:
 - a. Improvements to the intersection of Jersey Ave and Casino Entrance. The Tribe hereby agrees to improve the intersection of Jersey Avenue and the Casino entrance in accordance with County requirements. At a minimum, improvements shall include turn lanes to accommodate additional, increased traffic at the entrance. These improvements may require relocation of the entrance up to three hundred (300) yards east of the current entrance along Jersey Avenue. The County agrees to reasonably expedite the processing of necessary design, environmental review, construction contract award and permits to allow the expeditious construction of the improvements by County, consistent with all legal and contractual requirements.
 - b. The Tribe agrees to pay one hundred percent (100%) of the costs necessary to accomplish the improvements set forth in this section, including right-of-way acquisition, design, environmental review, inspection and construction. Before the contract for design services is awarded, the Tribe agrees to deposit funds for the costs of the construction project in the County Treasury and to supplement these funds as necessary in response to approved construction cost increases. Any deposited funds remaining in the Treasury following completion of the project construction will be returned to the Tribe within ninety (90) days of the recording of a Notice of Completion unless the County is required to retain funds due to claims, Stop Notices or other legal reasons. To the extent allowed under the law, the County agrees to include work outside of the public right-of-way as part of the design, inspection, and construction services provided by County.

- c. The County agrees to consider any request by the Tribe to pay for traffic improvements, and to allow for a study of such improvements to determine if they would qualify in accord with State/County Policy and/or the California Manual on Uniform Traffic Control Devices. If the County rejects such an offer for improvement, the Tribe will not be obligated to pay any share of improvement costs for those intersections in the future. These improvements include, but are not limited to, the following:
 - i. Jersey Avenue at State Route 41:
 - (A) Widening the westbound approach to add one (1) left-turn land and continue one (1) through lane with a shared right lane.
 - (B) Install traffic signal or other appropriate traffic control measures.
 - ii. Jersey Avenue at 18th Avenue: Install traffic signal or other appropriate traffic control measures.

2. Road Vacations

- a. The Tribe may request that the County vacate certain roads so that the Tribe can assume full responsibility for the maintenance and improvement of said roads, as shown on **Exhibit B**. The County is under no duty to vacate any County roads, and if it chooses to vacate any County roads, the Tribe acknowledges that the process for doing so may require approvals from other government agencies, including the Kings County Planning Commission, and other agencies over which the County has no control or responsibility. The Tribe agrees to pay one hundred percent (100%) of the project costs necessary to accomplish the road vacations. All work done within the public right of way, including design, environmental, permitting, advertising, awarding, testing, construction and inspection, will be administered by the County.
- b. The County agrees to reasonably expedite the processing of any necessary design review, environmental review and permits, and agrees to coordinate such improvements with Caltrans, to the extent necessary, to allow the Tribe to assume responsibility for said roads at the earliest opportunity. The County agrees to provide consultation and coordination services through its Public Works Department and its Community Development Agency related to the Tribe's anticipated projects as part of the full annual valuation set forth in Section II(A)(1).

3. The Parties will meet and confer regarding additional operational traffic improvements, including but not limited to, 17th Avenue and Davis Circle, 16th Avenue and Jersey Avenue, and 17th Avenue and Jersey. If the County agrees to make such improvements, the Tribe will pay the full amount of these improvements, beginning with a deposit against the future costs delivered at the time said project is ready to begin design, as described above.
4. The County shall continue to provide road maintenance on all County roads leading to the Rancheria.
5. The Tribe agrees to implement additional measures to reduce traffic volumes in and around the Project(s) as follows:
 - a. Encourage use of mass transportation for Casino patrons. The Tribe will continually seek ways to expand the use of mass transportation for Casino customers, to reduce individual vehicular traffic levels, and where feasible, the Tribe will contract with companies that use low-emission vehicles and will construct electric charging stations for Casino patrons and employees.
 - b. Encourage Casino employee carpooling. The Tribe will encourage employees to carpool, vanpool or rideshare and provide ride-matching services. Employees who carpool shall receive priority-parking privileges.
 - c. While not agreeing that there are existing unmet transit needs, the Tribe and the County will establish a process for the planning and construction of a regional bus stop, if requested in the future.

G. Central Union Elementary School Drinking Water and Wastewater

1. The Tribe has no legal obligation to construct water delivery systems outside of the Rancheria and other tribal lands, however the Tribe is very concerned about the lack of potable water at the Central Union Elementary School. The Tribe has agreed to provide potable drinking water to the Central Union Elementary School pursuant to the Santa Rosa Rancheria Tachi Yokut Tribe / Central Union School District Tribal Water System Usage Agreement, attached hereto as **Exhibit C**. While the County has no obligation under this provision, the Tribe seeks to establish its important role in providing services to the local community and the County supports that effort.

2. The Tribe agrees to engage in negotiations with the County regarding treatment of wastewater for Central Union Elementary School.

H. Water Policy

The Parties agree to work to develop a sound water policy that benefits both governments, including but not limited to, conferring regarding general policies to ensure responsible water use within the County.

I. Casino Signage

To safely direct traffic to the Project(s), the County shall work cooperatively with the Tribe and the State to construct a pylon sign at the Northeast corner of the intersection of State route ("SR-") 41 and Jersey Avenue, the intersection of Highway 5 and SR-41, or other appropriate locations along SR-76, SR 41 and SR-198, and to the extent necessary and practicable, allow a variance for such sign or monument. If approved by all State agencies with jurisdictions over such signs, and consistent with all State and local laws and regulations, if any, the sign(s) or monument(s) shall have an electronic reader-board. The Tribe shall pay all costs of design, environmental review, permitting and construction of such signage.

J. Other Future Services. The Parties agree to meet and negotiate the provision of and the compensation for any additional services not contemplated by this Agreement.

VI. THE FEE-TO-TRUST PROJECT

A. Current Fee-to-Trust Applications

The Tribe currently seeks to place fee simple title to approximately one thousand one hundred and fifty-nine (1159) acres of land in Kings County, twenty-nine (29) parcels in total, in trust with the United States government. The goals of the Tribe's fee-to-trust projects are to provide increased long-term socioeconomic security and self-determination opportunities in order to meet the economic, social, cultural, and environmental needs of the Tribe's citizens. Placing property that is part of the Tribe's aboriginal territory into trust will allow the land to fall under the Tribe's jurisdiction, which is critical for the exercise of self-governance, self-determination and for the protection of Tribal governmental integrity. No gaming is intended for, or anticipated on, these parcels. Rather, the Tribe seeks to increase the standard of living and quality of life for its citizens and their families by preserving cultural and natural resources, building housing for its growing membership and diversifying its sources of income by developing non-gaming economic development projects that benefit the community. Such projects

may include the construction of additional housing, as well as the development of renewable energy or solar infrastructure to build greater energy independence, broadband services infrastructure to provide increased services to the community, and improved agricultural activities. The Tribe intends to complete its submission of three fee-to-trust applications by December 2020. The fee-to-trust project has been divided into three applications based primarily of the geographic locations of the parcels:

1. On-Reservation Application: Eleven (11) parcels totaling approximately 367.34 acres (APNs 026-070-003, 026-070-004, 026-070-023, 026-070-024, 026-070-025, 026-070-026, 026-070-028, 026-070-029, 026-070-030, 026-070-031, and 026-070-032) which together are contiguous to the Reservation (“Rancheria Parcels”);
2. Gilcrease Application: Ten (10) parcels totaling approximately 436.91 acres (APNs 024-160-018, 024-160-025, 024-160-026, 024-160-027, 024-160-028, 024-160-029, 024-160-030, 024-160-031, 024-160-032, 024-160-033), which together are contiguous to the Reservation (“Gilcrease Parcels”); and
3. Lands Contiguous to Cemetery Application: Eight (8) parcels totaling approximately 354.62 acres (APNs 024-110-005, 024-110-061, 024-110-062, 024-110-065, 024-110-068, 024-110-076, 024-110-077, 024-110-079), contiguous to the Tribe’s cemetery (land that is already held in trust status by the United States), located approximately three to four (3-4) miles northwest of the Reservation (“Cemetery Parcels”).

To date, the County has assisted the Tribe with filing the Tribe’s notices for the non-renewal of Williamson Act contract impacting eight (8) of these parcels. The Tribe requests the County’s continued assistance in rescinding or cancelling such Williamson Act contracts and in the identification of water and mineral rights reserved or granted to third Parties.

B. Future Fee-to-Trust Applications and Development

1. The Tribe shall consult with the County prior to filing or modifying any Tribal application to the United States to take additional land into trust. The Tribe further recognizes that the County General Plan is an important and valued exercise of County authority and agrees, as a separate jurisdictional government, to give meaningful consideration to the County’s General Plan in the Tribe’s trust applications and other planning activities. The Tribe further recognizes and acknowledges that it is County policy that economic development proposals on future Trust Lands should meet the following criteria for County support:

- a. The Tribe has significant ties to the land that is subject to the trust proposal;
and
 - b. The economic proposal is, consistent with this Agreement, subject to an appropriate environmental review process.
2. Nothing in this Agreement, however, shall be construed to subject or otherwise bind the Tribe to the County General Plan for development on Trust Land or require that the County support any specific trust application or Project.
3. In the event the Tribe seeks to place additional parcels of land subject to Williamson Act contract(s) into trust, the Tribe and the County shall meet and confer with the Department of Conservation regarding the possibility of cancelling the Williamson Act contract, immediately after the Tribe's submits an additional request to rescind or cancel the Williamson Act contract(s).
4. In accordance with California Government Code § 51282(a), the County's Board of Supervisors may grant tentative approval for cancellation of a contract only if they make the required statutory findings that either the cancellation is consistent with the purposes of the Williamson Act contract or the cancellation is in the public interest. If the required findings are met, the landowner is required to pay a cancellation fee equal to 12.5 percent (12.5%) of the cancellation valuation (i.e., the unrestricted fair market value) of the property as determined by the County Assessor. The cancellation can only take place provided the County and the Tribe enter into a mutual agreement, and the County holds a public hearing on the tentative contract cancellation.
5. If the County determines that a California Environmental Quality Act ("CEQA") environmental review is required to cancel the Williamson Act parcels, the Tribe shall act as the applicant for such a project and will hire a consultant to prepare any necessary environmental review studies or reports and a qualified independent appraiser at its own cost. The Tribe and County shall agree on the consultants. The Tribe shall pay all County costs for the environmental review and processing pursuant to the County's "at-cost project recovery schedule and procedure." If the Tribe does not timely initiate the required environmental review, the County shall hire an appropriate consultant, at the Tribe's expense. The Tribe shall pay for the consultant's anticipated work in advance, unless the Parties agree on an alternative arrangement. Notwithstanding anything herein to the contrary, any decision of whether to rescind the Williamson Act contract will be independently determined by the Board of Supervisors based upon the available evidence and in accordance with applicable law.

6. The County agrees to consider the interests of the Tribe in determining whether to support future fee-to-trust applications involving parcels of fee land located within the city limits of either Hanford or Lemoore.

VII. DISPUTE RESOLUTION

A. Voluntary Resolution. In recognition of the government-to-government relationship of the Tribe and the County, the Parties will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive or other relief, the Parties hereby establish a threshold requirement that disputes between the Tribe and the County first be subjected to a process of meeting and conferring in good faith to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance with the terms, provisions and conditions of this Agreement, as follows:

1. Either Party will give the other Party, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
2. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation not later than ten (10) business days after receipt of the notice, unless both Parties agree in writing to an extension of time.
3. If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then either Party may seek to have the dispute resolved by a mediator in accordance with this section, but neither Party is required to submit to mediation. The mediator will be selected by agreement of both Parties.
4. Disagreements that are not otherwise resolved by mediation or mutually acceptable means as provided in this Section may be resolved in U.S. District Court for the Eastern District of California. The disputes submitted to court action include, but are not limited to, claims of breach or violation of this Agreement. In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the County on the grounds that the Tribe has failed to exhaust administrative remedies. The Parties agree that, except in the case of an imminent threat to the public health or safety, reasonable efforts will be made to explore alternative dispute resolution prior to resorting to, or during, a judicial process.

B. No Waiver or Preclusion of Other Means of Dispute Resolution. This Section IX may not be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, non-binding arbitration, provided that neither Party is under any obligation to agree to such alternative method of dispute resolution.

VIII. NOTICES

A. All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed by certified mail, return-receipt requested to the respective representatives of County and Tribe at their respective addresses as follows:

For the Tribe:

Tribal Chairman
Leo Sisco

For the County:

Rebecca Campbell
County Administrative Officer
1400 W. Lacey Boulevard
Hanford, CA 93230
Rebecca.Campbell@co.Kings.ca.us

With a Copy to:

Rosette, LLP
Att: Robert Rosette
565 W. Chandler Blvd, Suite 212
Chandler, AZ 85225

With a Copy to:

Lee Burdick
County Counsel
1400 W. Lacy Blvd, Law Bldg. No. 4
Hanford, CA 93230
Lee.Burdick@co.Kings.ca.us

B. In lieu of written notice to the above addresses, either Party may provide notices through the use of e-mail provided confirmation of delivery is obtained at the time of transmission of the notices.

C. Either Party may change the name, address or e-mail address to which such communications are to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using e-mail, or on the fifth (5th) day following deposit in the mail if sent by first-class, certified mail.

IX. LEGAL PROVISIONS

A. Term of Agreement. The term of this Agreement commences on the date of execution and runs concurrently with the term of the Compact, or until the Project(s) ceases to be open to the public and the Tribe ceases to conduct Class III Gaming, whichever occurs earlier. The termination provision related to the Fire Station set forth in Section V(C)(3) above will continue beyond the term of the Agreement to the extent necessary to ensure the Parties can effectively meet the needs of the community for emergency services.

B. No Third-Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, confer a benefit on any third party or create any right, or power for a third party to bring an action to enforce any of its terms.

C. Amendments. This Agreement may be amended only by written instrument duly signed and executed by the County and the Tribe.

D. Waiver. The failure of either Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the County or of the Tribe.

E. Authorized Representatives. The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement understand that both Parties are relying on these representations in entering into this Agreement.

F. Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each Party.

G. Severability. The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable, then the Parties agree to promptly use good faith efforts to amend this Agreement to reflect the Parties' original intent in accordance with applicable law and consistent with the Compact between the Tribe and the State of California. If the Parties

are unable to reach agreement, they will resolve the dispute in accordance with the Dispute Resolution Section of this Agreement.

H. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the United States, the Tribe and the State of California where applicable.

I. Force Majeure. In the event of a forced delay in performance by either the Tribe or the County due to causes beyond the reasonable control of that Party, including but not limited to fire, floods, drought, catastrophic weather events or other natural disasters, epidemics, embargoes, war, acts of war (whether or not war is declared), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God, acts or inaction by the other Party or its employees or agents, unusual delay in transportation, or the unavailability of materials, the time for performance shall be extended for the period of the forced delay.

J. Acknowledgement by County. The County acknowledges and agrees that the matters addressed in this Agreement are the only issues required of the Tribe in connection with the Tribe's development and operation of the Project(s).

K. Entire Agreement.

1. This Agreement constitutes the entire agreement between the County and the Tribe and supersedes all prior negotiations, representations, or other agreements, whether written or oral.
2. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by both Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above set forth.

TRIBE:

SANTA ROSA RANCHERIA TACHI-YOKUT
a federally recognized Indian Tribe

By:

Leo Sisco, Chairman

COUNTY:

KINGS COUNTY
a political subdivision of the State
of California

By:

Doug Verboon, Chairperson
Board of Supervisors

APPROVED AS TO FORM:

Rob Rosette, Counsel for
Santa Rosa Rancheria Tachi-Yokut Tribe

Lee Burdick, County Counsel

Exhibits:

Exhibit A: Kings County Fire Department Tachi-Yokut Station Details and Map

Exhibit B: Road Improvement/Abandonment Projects

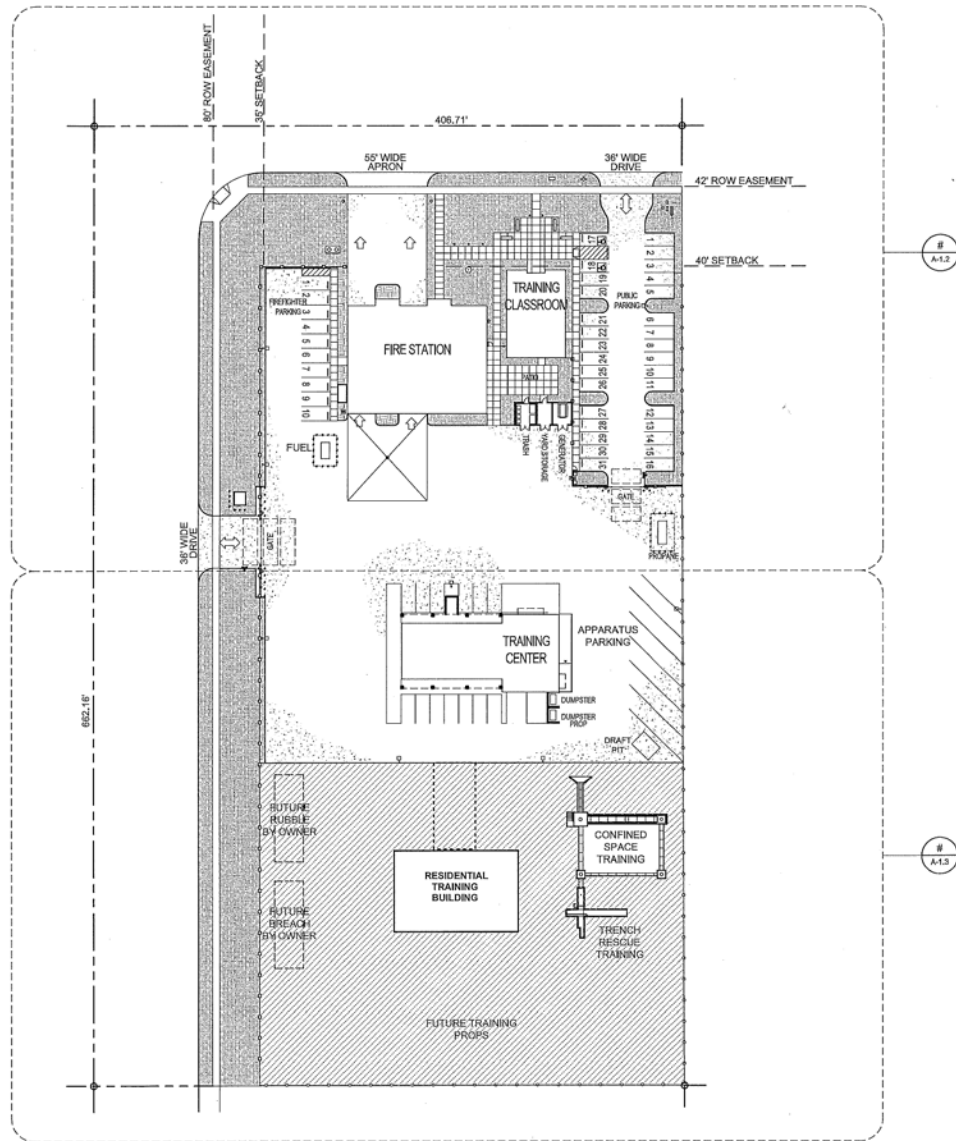
Exhibit C: Central Union School District Tribal Water System Usage Agreement

[PL348100]

EXHIBIT A

Kings County Fire Department Tachi-Yokut Station Details

The diagram included herein is a conceptual drawing of the proposed Tachi-Yokut Station. The Parties agree to negotiate actual design and construction elements not to exceed the agreed-upon cost cap of \$21.2 million.



OVERALL ARCHITECTURAL SITE PLAN SCALE: 1" = 40'-0" **1**

Fire Protection Staffing

YEAR	Salary &	Supplies & mat.		Equip	Communication	Annual	Training			ANNUAL
	Benefits	Dispatch	household	Maintenance	Radio	IT Cost	Fuel & Oil	PPE	Public Ed.	TOTAL
1	1,202,027	6,145	2,600	30,962	4,500	4,103	8,775	7,500	3,818	1,270,430
2	1,232,078	6,206	2,626	31,581	4,590	4,186	9,213	7,875	3,894	1,302,249
3	1,262,880	6,269	2,652	32,213	4,682	4,269	9,674	8,269	3,972	1,334,879
4	1,294,452	6,331	2,679	32,857	4,775	4,355	10,158	8,682	4,052	1,368,340
5	1,326,813	6,395	2,706	33,514	4,871	4,442	10,665	9,116	4,133	1,402,654
6	1,359,983	6,458	2,733	34,185	4,968	4,531	11,199	9,572	4,215	1,437,844
7	1,393,983	6,523	2,760	34,868	5,068	4,621	11,759	10,051	4,300	1,473,932
8	1,428,832	6,588	2,788	35,566	5,169	4,714	12,347	10,553	4,386	1,510,942
9	1,464,553	6,654	2,815	36,277	5,272	4,808	12,964	11,081	4,473	1,548,898
10	1,501,167	6,721	2,844	37,002	5,378	4,904	13,612	11,635	4,563	1,587,826
11	1,538,696	6,788	2,872	37,743	5,485	5,002	14,293	12,217	4,654	1,627,750
12	1,577,164	6,856	2,901	38,497	5,595	5,102	15,007	12,828	4,747	1,668,697
13	1,616,593	6,924	2,930	39,267	5,707	5,204	15,758	13,469	4,842	1,710,694
14	1,657,007	6,994	2,959	40,053	5,821	5,308	16,546	14,142	4,939	1,753,769
15	1,698,433	7,064	2,989	40,854	5,937	5,414	17,373	14,849	5,038	1,797,951
16	1,740,894	7,134	3,019	41,671	6,056	5,523	18,242	15,592	5,139	1,843,268
17	1,784,416	7,205	3,049	42,504	6,177	5,633	19,154	16,372	5,241	1,889,751
18	1,829,026	7,278	3,079	43,354	6,301	5,746	20,111	17,190	5,346	1,937,432
19	1,874,752	7,350	3,110	44,221	6,427	5,861	21,117	18,050	5,453	1,986,341
20	1,921,621	7,424	3,141	45,106	6,555	5,978	22,173	18,952	5,562	2,036,512
21	1,969,661	7,498	3,172	46,008	6,687	6,098	23,281	19,900	5,673	2,087,978
22	2,018,903	7,573	3,204	46,928	6,820	6,219	24,445	20,895	5,787	2,140,775
23	2,069,375	7,649	3,236	47,867	6,957	6,344	25,668	21,939	5,903	2,194,937
24	2,121,110	7,725	3,269	48,824	7,096	6,471	26,951	23,036	6,021	2,250,502
25	2,174,137	7,803	3,301	49,800	7,238	6,600	28,299	24,188	6,141	2,307,508
TOTAL	41,058,555	173,554	73,432	991,722	144,133	131,435	418,782	357,953	122,292	43,471,858

NOTES

2/0 staffed Fire Station with Battalion Chief Costs

*Salary & Benefits calculated showing an annual 2.5% increase year over year

Dispatch increase 1%

apparatus - increase of 8%

Supplies, materials increase 1%

Equipment maintenance Costs are assumed at a 2% increase every year

Communications - Assumes initial purchase of cellular phone Monthly cellular at 2% increase

IT cost increase 2%

Fuel & Oil increase 5%

Training Public Ed. Increase 2%

PPE, 2 sets turnouts, boots, helmets, shield, gloves, ems coat. 5% increase

The cost of the County's -Apprenticeship Program- will be negotiated at the time the Program is established, and the Tribe agrees to pay all such costs.

EXHIBIT B

Road Improvement/Abandonment Projects

EXHIBIT C

Central Union School District Tribal Water System Usage Agreement