INTERGOVERNMENTAL AGREEMENT BEWEEN THE COUNTY OF YOLO AND THE RUMSEY BAND OF WINTUN INDIANS CONCERNING MITIGATION FOR OFF-RESERVATION IMPACTS RESULTING FROM THE TRIBE'S CASINO EXPANSION AND HOTEL PROJECT

This Agreement ("Agreement") is entered into this _____ day of _____, 2002, between the County of Yolo, a political subdivision of the State of California ("County"), and the Rumsey Band of Wintun Indians, a federally recognized Indian Tribe located in the Capay Valley, County of Yolo, State of California ("Tribe").

RECITALS

A. The Board of Supervisors of Yolo County and the Tribal Council of the Rumsey Band of Wintun Indians recognize that each is a governmental entity with responsibility for the health and general welfare of its people.

B. The County recognizes that all lands title to which is held in trust by the United States for the Tribe in Yolo County are subject to federal law and tribal laws and regulatory authority, unless, pursuant to federal or tribal law, regulatory authority is vested in the State or County. The Tribe recognizes that all non-trust lands located in Yolo County, whether or not the Tribe owns such lands, are subject to State law and County regulatory authority.

C. The County and the Tribe recognize that members of the Tribe and the residents of the Capay Valley are neighbors with legitimate concerns over environmental quality, development, and the character of life in the Capay Valley.

D. In 1988, Congress enacted the Indian Gaming Regulatory Act ("IGRA") to govern gaming on Indian lands in the United States. IGRA provides a statutory basis 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.

E. IGRA allocates regulatory authority over gaming among the federal government, the state in which a tribe has land, and the tribe itself. IGRA makes Class III gaming activities lawful on the lands of federally-recognized Indian tribes only if such activities are, among other things, 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.

F. Since 1985, the Tribe has operated Cache Creek Indian Bingo & Casino on trust lands in the Capay Valley. The trust land upon which Cache Creek Indian Bingo & Casino is currently located in Brooks, California, and was purchased for the Tribe in 1982.

G. On September 10, 1999, the Tribe and the Governor entered into a Tribal-State Gaming Compact to permit the Tribe to conduct Class III gaming activities on its trust lands in compliance with IGRA.

H. The Tribe currently operates Class II and Class III gaming activities at Cache Creek Indian Bingo & Casino under the authority of IGRA and the Tribal-State Gaming Compact.

I. The Tribe has developed plans for a Casino Expansion and Hotel Project on trust lands primarily to maintain the Tribe's position in the market and, among other things, to improve the socioeconomic status of the Tribe by providing an augmented revenue source that could be used to strengthen the tribal government; provide new tribal housing; fund a variety of social, governmental, administrative, educational, health, and welfare services to improve the quality of life of tribal members; and provide capital for other economic development and investment opportunities.

J. Although the Tribe's on-Reservation compact-related activities are not subject to the California Environmental Quality Act ("CEQA"), under the Tribal-State Compact, the Tribe is required to adopt an ordinance for environmental review of potential off-Reservation environmental impacts of any project commenced after the effective date of the Compact. The Tribal-State Compact requires the Tribe, in fashioning this ordinance, to "make a good faith effort to incorporate the policies and purposes of the National Environmental Policy Act and the California Environmental Quality Act consistent with the Tribe's governmental interests." To satisfy its obligations under the Tribal-State Compact, the Tribe adopted the Rumsey Indian Rancheria Environmental Policy Ordinance for Gaming Facility. This Ordinance requires the Tribe to prepare an "Environmental Evaluation" to "identify all potential significant off-Reservation environmental impacts" of a gaming project. Once impacts have been identified, the Ordinance requires the Tribe to make a "good faith effort" to implement those feasible mitigation measures that are identified in the Environmental Evaluation that are "consistent with the Tribe's governmental interests."

K. In June 2002, the Tribe circulated a draft Environmental Evaluation for the Casino Expansion and Hotel Project, which identified potentially significant off-Reservation impacts and suggested mitigation for those impacts. A portion of the Casino Expansion and Hotel Project activities and mitigation measures for off-Reservation impacts, which require State and local review and approval, would be on non-trust lands, either held in fee by the Tribe or others.

L. In making any discretionary decisions regarding those off-Reservation environmental impacts that result from the Casino Expansion and Hotel Project, the County is committed to fully complying with CEQA. The County will not exclusively rely on the Environmental Evaluation prepared by the Tribe for the Casino Expansion and Hotel Project in making any discretionary decision concerning the off-Reservation environmental impacts resulting from this Project.

M. The County Board of Supervisors has determined that the present state of the law concerning enforcement of mitigation for off-Reservation environmental impacts does not expressly provide the County with a role in the implementation of mitigation of these adverse

off-Reservation environmental impacts and that the Tribe has sovereign status under federal law. As a result, the County Board of Supervisors believes that it is in the best interests of the Capay Valley and the rest of the Yolo County community to enter into this Agreement so as to clarify the County's role and to engage the Tribe in (1) a process for determining and enforcing mitigation measures for off-Reservation environmental impacts, and (2) the creation of a mitigation account to fund any such mitigation measures.

N. The Tribe is willing to enter into this Agreement as a responsible exercise of its sovereignty and in recognition of the fact that the Tribe's long-term governmental and business interests are best served by accommodating the legitimate needs of neighboring governments.

O. This Agreement represents a concerted effort on the part of the County and the Tribe to achieve a positive and constructive resolution of significant issues that could have otherwise severed the long-term government-to-government relationship between the Tribe and the County to the detriment of both parties. Instead, this Agreement reflects an enhancement of that relationship and a continuing desire by the Tribe and the County to take an enlightened approach to issues that have proven divisive elsewhere in the State.

NOW, THEREFORE, the County and the Tribe agree to enter into this Agreement for the purposes of: (1) establishing a mechanism for mitigation of off-Reservation impacts expected to result from the Casino Expansion and Hotel Project in a manner that recognizes the uniqueness of the Capay Valley; (2) providing financial resources to help fund those mitigation measures; and (3) strengthening the government-to government relationship between the County and the Tribe.

To achieve these purposes, the County and the Tribe agree as follows:

1. Tribe's Commitments, Obligations, and Responsibilities. The Tribe will construct a Casino Expansion and Hotel Project in full compliance with the terms set forth in the Tribe's May 2002 Environmental Evaluation ("May EE") and October 2002 Environmental Evaluation ("October EE"). Those Environmental Evaluations provide, among other things, that:

   a. Size of Casino Expansion and Hotel Project on Trust Land.

      i. The casino expansion will be reduced in size from that described in the May EE and will not exceed 150,000 square feet and the total casino area will not exceed 265,000 square feet. (October EE, pp. 1-2 and 1-3.)

      ii. The hotel will be reduced in size from that described in the May EE and will have no more than 200 rooms, a total area of no more than 150,000 square feet, and no more than four stories above the one story casino. (October EE, pp. 1-2, 1-3.)

iii. The parking garages will not have more than a total of 2,500 parking spaces and surface parking will not have more than a total of 3,500 parking spaces, including full service RV parking. (October EE, p. 1-2.)

iv. The spa and pool-related buildings will not exceed 7,500 square feet. (May EE, p. 2-1.)

b. Relocation of Gasoline Station. The gasoline station will be relocated in a manner fully compliant with all federal and State laws that would apply but for the location of the gasoline station on trust land. (May EE, p. 2-2; October EE, pp. 2-4 and 5-1.)

c. Wastewater Treatment Plant. The wastewater treatment plant on trust land will be expanded prior to commencement of expanded operations to effectively accommodate all flows that will result from the Cache Creek Indian Bingo & Casino and Hotel complex following expansion pursuant to this Agreement. Treatment will be to a tertiary level and the existing storage reservoir will be double-lined to prevent leakage. (May EE, p. 2-4 and October EE, p. 1-2.)

d. Separation From Neighboring Properties. Solid walls will be constructed where the parking lots and other casino and hotel facilities abut residences on non-Tribal properties to discourage trespassing and to prevent litter migration. (May EE, p. 3-12.)

e. Non-Smoking Facilities. It is the Tribe's intent to make all on-site restaurants non-smoking facilities and to provide for one or more non-smoking areas in the gaming sections of the Casino; however, the Tribe is not contractually bound by this Agreement to do so.

f. Construction.

i. The Tribe's Compact with the State requires that all construction undertaken by the Tribe pursuant to this Agreement will be in full compliance with all Uniform Codes including, but not limited to, the Uniform Building Code, the National Electrical Code, the Uniform Fire Code, the Uniform Housing Code, the Uniform Plumbing Code, the Uniform Mechanical Code, and the Uniform Code for Building Conservation, as those Codes have been adopted and amended by the County of Yolo. (May EE, p. 2-2.)

ii. During any construction, the Tribe will comply with Yolo-Solano Air Quality Management District ("YSAQMD") construction standards to reduce air pollution. By doing so, it is understood that the Tribe is not submitting to the jurisdiction of the YSAQMD. (October EE, p. 5-1.)

iii. No construction of any kind, either temporary or permanent, will take place over any functioning leach field or leach line unless both of the following exist:

(a) The federal Environmental Protection Agency determines that any such construction will not interfere with the proper operation of the leach field or leach line as determined by generally accepted engineering standards and the County Director of Environmental Health concurs in such determination, which concurrence will not be unreasonably withheld; and

(b) The construction is fully consistent with all other requirements of this Agreement. (October EE, p. 5-1.)

g. Limitations on Alcoholic Beverage Service.

i. If a Tribal application to the State Alcoholic Beverage Control Commission to serve alcoholic beverages at the Casino and Hotel complex is approved, then the Tribe will limit service of alcoholic beverages to restaurants, lounges, and the event center only. No alcohol will be served on the floor of the casino. In the event of a change in the Tribal-State Compact concerning limitations on service of alcoholic beverages or the expansion of gaming to non-Indian land, the Tribe may use either change as an additional basis for requesting a re-opener of this section pursuant to Section 5 of this Agreement. With regard to applications to the State Alcoholic Beverage Control Commission, the County provides factual information only and has no decision-making authority. At the time of execution of this Agreement, the County is not aware of any factual information that would adversely affect the Tribe's application.

ii. At the time the Tribe commences serving alcoholic beverages on the premises as specified above, the Tribe will raise the minimum age for gambling on the trust land on which the casino and hotel are operated to 21 years of age.

h. Limits on Future Expansion of Casino and Hotel.

i. The Tribe agrees not to commence future expansion of the casino, the hotel, or ancillary facilities until all mitigation measures for the proposed Casino Expansion and Hotel Project that are the subject of this Agreement have been fully addressed. In any event, there will be no expansion of the casino, the hotel, or ancillary facilities until after January 1, 2008. If, after January 1, 2008, the Tribe proposes a further expansion on trust land, the Tribe will not implement any such expansion unless and until both of the following apply:

(a) All segments and intersections of State Route 16 between Woodland and Brooks are at Level of Service ("LOS") "D"standards or above at the time of the proposed expansion. If there is any segment(s) or intersection(s) at below LOS "D" standards at that time as a result of the traffic generated from the Casino Expansion and Hotel Project, then the Tribe and the County will negotiate in good faith to develop and to timely implement a plan acceptable to the parties that will fully fund the

remaining cost of these capacity enhancements. or other improvements identified during the CEQA process conducted at that time so that no segment or intersection of State Route 16 from Woodland to Brooks is below LOS "D" standards due to traffic generated from the Casino Expansion and Hotel Project. The exact means of meeting this standard has not been determined, and this Agreement does not commit the County, or any other State or local agency, to any particular course of action prior to environmental review under CEQA as it may be amended or judicially interpreted from time to time. If there are no other feasible funding alternatives, then, under these limited circumstances, the Tribe will, at that time, fully fund and timely construct those capacity enhancements identified in Appendix C of the Tribe's October EE necessary to ensure that there is no segment or intersection of State Route 16 from Woodland to Brooks below LOS "D" standards at that time as set forth in that Appendix.

(b) If the future proposed expansion would result in reducing the LOS standards on any segment(s) or intersection(s) on State Route 16 between Woodland and Brooks to below LOS "D" standards at that time, then the Tribe and the County will negotiate in good faith to develop and to timely implement a plan acceptable to the parties that will fully fund the remaining cost of these capacity enhancements before any segment(s) or intersection(s) of State Route 16 from Woodland to Brooks falls below LOS "D" standards. If there are no other feasible funding alternatives, then. under the limited circumstances set out in this subsection (b), the Tribe and the County will select and retain the services of an independent, licensed traffic engineer acceptable to both parties. This traffic engineer will conduct a traffic study to determine if and when any segment(s) or intersection(s) of State Route 16 from Woodland to Brooks will fall below LOS "D" standards as a result of the future proposed expansion. Following preparation of that traffic study and following any required CEQA compliance, the Tribe will fully fund and construct those capacity enhancements identified in that traffic study when necessary to avoid any segment(s) or intersection(s) of State Route 16 from Woodland to Brooks falling below LOS "D" standards as set forth in that traffic study.

ii. After January 1, 2008, any expansion of the casino, hotel, or any ancillary facility is subject to good faith negotiations between the Tribe and the County regarding mitigation of any off-Reservation impacts other than the traffic-related concerns discussed in Section 1.h.i above. Nothing herein is to be construed as requiring the County to agree to any future expansion or requiring the Tribe to agree to any limits on future expansion.

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i. Application for 18-Hole Golf Course and Related Facilities on Trust and Non-trust Land.

i. The Tribe is considering the construction of an 18-hole championship golf course on lands formerly known as the Schilling Ranch. The Schilling Ranch property includes both trust and non-trust land. The Tribe and County agree that the following measures will apply to the application and review process for a golf course, clubhouse, pro shop, or ancillary facilities on the Schilling Ranch property regardless of whether such property is held in trust.

(a) Application process. Before it develops a golf course, clubhouse, pro shop, or ancillary facilities on the Schilling Ranch property, the Tribe will submit an application to the County for a development agreement concerning the construction and exact layout and design of the golf course as well as the mitigation measures necessary to address any environmental impacts that may result from the construction of the golf course and related facilities. The golf course will be subject to all of the federal, State, and local laws that would apply but for the location of the development partially on trust lands. It is understood that, as part of this application process, the Tribe will be responsible for all County application fees, as well as the cost of providing planning and environmental consultants to the County, if necessary, in a similar manner as required for other development applications. The Tribe will also be responsible for the cost of preparing any studies required to prepare the environmental document.

(b) Application. The application will be for an 18-hole championship golf course that does not exceed 190 acres including the golf course itself along with a clubhouse, pro shop, and ancillary facilities. The application may propose that the golf course will be irrigated with tertiary treated wastewater so long as the application is in full compliance with all health standards determined by the County Director of Environmental Health to be applicable but for the location of the development partially on trust lands.

(c) Environmental Review. The application to develop a golf course, clubhouse, pro shop, or ancillary facilities will be subject to the review and approval of the Board of Supervisors of the County of Yolo for full compliance with CEQA which will be required in conjunction with any County consideration of the application.

(d) Mitigation Measures. The golf course, clubhouse, pro shop, and ancillary facilities, and any mitigation measures, are contingent upon completion of environmental review under CEQA. Consistent with mitigation measures adopted by the County for other projects involving the development of agricultural land, the Tribe will propose, as mitigation,

placing a perpetual agricultural conservation easement on an equivalent amount of non-trust lands, which easement will be granted in favor of a California non-profit organization that specializes in holding and managing agricultural conservation easements and that is not legally affiliated with the Tribe or the County. The County acknowledges that a perpetual agricultural conservation easement will make a beneficial contribution to the conservation of agricultural land in Yolo County. This paragraph is not intended in any way to limit the need for those mitigation measures that may be required following environmental review. The County cannot and does not commit itself to any definite course of action prior to CEQA compliance other than that it will act consistently with the duty to exercise its discretion in good faith and in accordance with fair dealing.

j. Agricultural Conservation Easements.

i. Within a reasonable time, considering the traffic mitigation measures required by this Agreement, which may make use of certain non-trust lands owned by the Tribe, all non-trust lands contiguous to the land on which the casino is located and owned by the Tribe, which could otherwise be eligible for gaming under current federal law, will be placed, at no cost to the County, in agricultural conservation easements except for the land on which the golf course and related facilities are proposed. The parties acknowledge that the Beeman Ranch and Stamates Ranch properties include parcels that are directly across present State Route 16 from the trust lands on which the present casino is located. The parties acknowledge that these specific parcels are contiguous non-trust lands within the meaning of this Section 1.j.

ii. All agricultural conservation easements that are the subject of this Agreement will be held by a California non-profit organization that specializes in holding and managing agricultural conservation easements and that is not legally affiliated with the Tribe or the County.

iii. The agricultural conservation easements that are the subject of this Section 1.j. will have unlimited terms but may be terminated by the Tribe if and when the County rezones more than 100 acres of Capay Valley lands that are zoned AP or A-1 as of the date of this Agreement to a non-agricultural zoning designation. The parties acknowledge that any rezone necessary to accommodate the safety improvements or the capacity enhancements that are the subject of Section 1.l of this Agreement, including any realignment of State Route 16, would not be considered as part of the calculation of the 100 acres referred to in this paragraph.

iv. The Tribe will continue generally accepted agricultural practices on all of its non-trust lands that are zoned AP or A-1 and, as necessary, will consult with a responsible agricultural organization as determined by the Tribe regarding

generally accepted agricultural practices in the Capay Valley. (October EE, pp. 5-1 and 5-2.)

k. Future Land into Trust. Any application by the Tribe for the United States to take any additional land within Yolo County into trust will be subject to good faith negotiations between the Tribe and the County. Nothing in this Section will be construed as requiring agreement by the County to the United States taking additional land into trust for the Tribe or as requiring any agreement by the Tribe to any specific terms, including land use restrictions or taxes.

l. Traffic Impacts Mitigation. The Tribe's environmental review of the Casino Expansion and Hotel Project, and consultation with the County of Yolo, City of Woodland, the Yolo County Transportation District, and the State Department of Transportation ("Caltrans"), reveal certain off-Reservation traffic-related impacts on both State Route 16 and certain County and City of Woodland roads. However, the exact means of implementing mitigation of these impacts has not yet been determined and are subject to State law. Accordingly, to fully mitigate these off-Reservation traffic-related impacts, once they are fully identified, the County and the Tribe agree to the following:

i. State Route 16 Mitigations.

(a) Safety-Related Improvements. The parties recognize that Caltrans has already determined that certain safety-related improvements to State Route 16 between Woodland and Brooks are necessary as a result of existing traffic conditions. The parties also recognize that Caltrans has already commenced the design and environmental review processes necessary to implement these improvements. As their first priority in mitigating State Route 16 traffic-related impacts, the County and the Tribe will in good faith each use reasonable efforts to insure that the scope of these traffic safety improvements fully mitigates existing traffic-related impacts. Additionally, the County and the Tribe will use their best efforts to insure that Caltrans will implement these improvements at the earliest possible date to minimize the cumulative impacts that will result if the Casino Expansion and Hotel Project is completed before all of the necessary traffic safety improvements are fully implemented.

(b) Capacity Enhancements.

(1) The Tribe and the County will jointly exercise their best efforts to ensure that the capacity enhancements to State Route 16 necessitated by the Casino Expansion and Hotel Project are funded by the State or federal governments so that no segment(s) or intersection(s) of State Route 16 between Woodland and Brooks falls below LOS "D" standards provided that nothing herein requires the County to pursue funding for State Route 16 capacity enhancements that would have an adverse impact on funding for

traffic-related improvements elsewhere in Yolo County. As part of this process, it is the parties' expectations that the State and the Tribe will establish the Tribe's fair share contribution to the cost of these enhancements and the State's obligation to fund or obtain funding to pay the remaining cost of these enhancements.

(2) The County and the Tribe each agree to work in good faith and use their best efforts to jointly seek State or federal government funding to complete the construction of these enhancements in a time frame that is reasonably consistent with the Tribe's timetable for completion of the construction of the Casino Expansion and Hotel Project and the date that any segment(s) or intersection(s) of State Route 16 is projected to fall below LOS "D" standards.

(3) Notwithstanding the above, if the capacity enhancements are not funded by the State or federal governments or fully or timely implemented, then the Tribe and the County will negotiate in good faith to develop and to timely implement a plan acceptable to the parties that will fully fund the remaining cost of these capacity enhancements, or other improvements identified during the CEQA process conducted at that time, to ensure that no segment or intersection of State Route 16 from Woodland to Brooks falls below LOS "D" standards.

(4) To determine the Level of Service for one or more segments or intersections of State Route 16, pursuant to any plan established under subsection (b)(3) above, the parties will mutually select and retain an independent, licensed traffic engineer. This traffic engineer will, to the extent reasonably possible, advise the County and the Tribe whether there are any sources of any traffic increases other than the Tribe's Casino Expansion and Hotel Project. If so, to the extent legally permitted, the County agrees to utilize its best efforts to obtain a fair share contribution from the other identified source(s). The parties will equally share the cost of retaining this traffic engineer. As part of any plan agreed to between the parties, the County and the Tribe will identify all funding sources that may be reasonably available including, but not limited to, funding through the Special Distribution Fund established by the Tribal-State Compact.

(5) If there are no other feasible funding alternatives, then, under the limited circumstances set out in this subsection (b)(5), the Tribe will fully fund and timely construct those capacity enhancements identified in Appendix C of the Tribe's October EE when necessary to ensure that no segment or intersection of State

Route 16 from Woodland to Brooks falls below LOS "D" standards as set forth in that Appendix. (October EE, pp. 5-2 and 5-3.)

ii. County Road Mitigations. The Tribe will pay $2.5 million to the County to make certain, as yet not fully identified, improvements to County Roads to achieve no less than LOS "D" on those roads. Once each specific improvement is fully identified, payment by the Tribe of the amount for each improvement will correspond so that a prorata portion of this payment will be paid just prior to the commencement of the environmental review for each improvement with the remaining prorata portion owed for that improvement to be paid just prior to construction of that improvement. The County will fully comply with CEQA in identifying and determining the specific improvements to be constructed. The Tribe will also pay $43,000.00 annually on July 1 of each year to assist in the maintenance of all of these improvements once they are constructed. This annual amount will be paid on a prorata basis as the improvements are constructed until the total amount of $43,000.00 is reached.

iii. Additional Traffic-related Mitigations in the City of Woodland. The Tribe will pay $500,000.00 to the County and the County may use all or any portion of this amount to help the City of Woodland pay for certain, as yet not fully identified, traffic-related improvements within the City of Woodland that are determined, after CEQA compliance, to be necessary to help mitigate off-Reservation impacts resulting from the Casino Expansion and Hotel Project. Once each specific improvement is fully identified, payment by the Tribe of the amount for each improvement will correspond so that a prorata portion of this payment will be paid just prior to the commencement of the environmental review for each improvement with the remaining prorata portion owed for that improvement to be paid just prior to construction of that improvement. The County intends that the City of Woodland will fully comply with CEQA in identifying and determining the specific improvements to be constructed. The Tribe will also pay $10,000.00 to the County annually on July 1 of each year to assist in the maintenance of each of these improvements once they are constructed. This annual amount will be paid on a prorata basis as the improvements are constructed until the total amount of $10,000.00 is reached.

iv. Additional Traffic-related Mitigations related to the Yolo County Transportation District. The Tribe will pay to the County the reasonable cost of a park and ride facility for no less than 800 passenger vehicles and shuttle service to and from the casino, neither of which have yet been fully identified, in the area served by the Yolo County Transportation District ("YCTD"). This amount will depend on: (1) number of buses needed; (2) whether buses are leased or purchased; and (3) actual cost for purchase and construction of the park and ride facility. The exact amount will be determined through good faith negotiations between the County and the Tribe. The County and the Tribe agree to work together in good faith, and following consultation with YCTD, to identify the

appropriate location(s) for the park and ride facility. Considerations for the location of the park and ride facility include the reduction of traffic on State Route 16, especially between I-505 and Brooks, and related County roads serving the project and a location outside Capay Valley that is as close as possible to the Capay Valley. The County intends that YCTD will fully comply with CEQA in identifying and determining the specific improvements to be constructed. Once each specific mitigation is fully identified, payment by the Tribe of the amount for each mitigation will correspond so that a prorata portion of this payment will be paid just prior to the commencement of the environmental review for each mitigation with the remaining prorata portion owed for that mitigation to be paid just prior to its purchase or construction, whichever applies. In addition, the Tribe agrees to pay an annual amount to be paid on July 1 of each year to assist in the maintenance and operating costs of the park and ride facilities and shuttle service once they are in place. This annual amount will depend on: (1) number of buses operated; (2) whether buses are leased or purchased; and (3) operating costs of park and ride facilities. The exact annual amount will be determined through good faith negotiations between the County and the Tribe. This annual amount will be paid on a prorata basis as the mitigations are purchased or constructed until the total agreed upon amount is reached. (October EE, p. 5-3.)

v. Mandatory Shuttle Service Policy. Upon completion of the park and ride facility and institution of the shuttle service, as provided for in subsection iv above, the Tribe will establish a mandatory shuttle service policy for casino and hotel employees from the constructed park and ride lot. It is understood that this mandatory policy will not apply to those casino and hotel employees who are residents of the Capay Valley or to a select number of personnel for whom a vehicle on site is determined by the Tribe to be a necessity. The Tribe may encourage its patrons to also use this shuttle service. (October EE, p. 5-3.)

m. Power Source for Operation of Expanded Casino and Hotel on Trust Land.

i. As discussed in the Tribe's May EE and October EE, the Tribe has retained the option to construct a diesel power plant on trust land should the Tribe be unable to obtain alternative sources of power. In conjunction with that discussion, the Tribe agrees to the following:

(a) The diesel power plant will be constructed in consultation with the Yolo-Solano Air Quality Management District ("YSAQMD"). Best Available Control Technology and all other available technology identified by YSAQMD to reduce emissions will be utilized to the extent that the Tribe and YSAQMD determine that it is reasonably feasible. It is understood that the Tribe is not submitting to the jurisdiction of YSAQMD by consulting with that District in this process.

(b) The size of the diesel power plant will not exceed peak production of 4 MW or an average production of 2 MW.

(c) This diesel power plant will be used solely as an interim source of power.

(d) The Tribe will, in good faith, fully explore all options for alternatives to this diesel power plant including natural gas, solar power, and electricity. Once an alternative that provides adequate power to the project is identified and implemented, which is anticipated to be not more than three years after the date of this Agreement, the Tribe will cease all use of this diesel power plant except for emergency purposes when the regular power source is inoperable due to an unanticipated power outage beyond the control of the Tribe. As stated in the October Environmental Evaluation, "the casino will draw upon solar-generated electricity as a first resource." (October EE, pp. 2-6, 2-7, 2-24, and 2-25.)

(e) If diesel power is used, then, prior to commencing operation of the diesel power, the Tribe will contribute to a locally based program managed by YSAQMD to compensate for additional emissions attributable to the diesel power plant and construction and operation activities. The amount of this contribution will be determined in good faith negotiations with YSAQMD.

(f) The Tribe will permit regular inspections of the diesel power plant and other emission sources by YSAQMD at reasonable hours to ensure that the power plant and its operation are in full compliance with this Agreement. It is understood that, by permitting these inspections, the Tribe is not submitting to the jurisdiction of YSAQMD for compliance or any other purpose. (October EE, pp. 5-3 and 5-4.)

ii. Consistent with the Tribe's need for energy for the expanded casino and hotel, the Tribe will permit local residents access to excess electricity and natural gas at competitive market-based prices. The Tribe may, but is not required to, set up a Tribal utility district for this purpose.

n. Visual Resources. In conjunction with the Tribe's discussion on Visual Resources in the Tribe's May EE, the County acknowledges that the Tribe has provided for the following:

i. All new outside lights for the expanded casino and hotel project will be 100% downcast. (May EE, p. 3-27.)

ii. Additional landscaping will be provided along the frontage to State Route 16 to screen the expanded casino from State Route 16 and surface parking lots will be enhanced with additional landscaping to increase shade and reduce ambient heat. Where feasible, the plan will employ xeriscaping. (May EE, p. 3-27.)

iii. Colors, architectural themes, and building materials will be used that are complementary to the existing natural landscape. (May EE, p. 3-27.)

o. Water Resources.

i. Water Conservation Program. In conjunction with the Tribe's discussion on Water Resources in the Tribe's May EE and October EE, the County acknowledges that the Tribe will undertake each of the following:

(a) An aggressive water recycling and conservation program, including the use of reclaimed water in landscaping and toilets; xeriscaping; and installation of low-flow appliances in the casino/hotel facility on trust land will be utilized. (October EE, pp. 1-2 and 5-4.) A copy of the Tribe's program for water recycling and conservation will be provided to the County as soon as it is fully developed by the Tribe.

(b) Regular monitoring reports will be provided to the County on water levels within domestic water well(s) on the trust land on which the casino is located and on the Beeman Ranch, Stamates Ranch, and Newman Ranch properties. Measures will be undertaken to significantly reduce water use immediately if the Tribe's expanded casino and hotel operations contribute to an overdraft of the groundwater aquifer from which groundwater is taken for the casino and hotel. In such an event, the Tribe will promptly provide the County with detailed information on the exact water reduction measures taken, the expected reduction in water use as a result of the implementation of these measures, and, when available, the actual reduction in water use as a result of the implementation of these measures. (May EE, p. 3-23 and October EE, p. 5-4 and Appendix A.)

(c) Within six months of the commencement of construction of the Casino Expansion and Hotel Project, a contingency plan will be established that outlines the procedures that would be immediately implemented to preclude any contamination into the aquifer, Cache Creek, or onto non-trust lands, should the wastewater treatment plant fail for any reason. This contingency plan will be established in good faith consultation with the County's Director of Environmental Health. (October EE, p. 5-5.)

(d) Oil/water separators will be installed for all runoff discharge on casino/hotel property and the Tribe will provide regular monitoring reports to the County regarding storm runoff water quality. (May EE, p. 3-23.)

(e) Subject to obtaining the necessary County approvals for off-site storm drainage facilities, the Tribe will, to the extent reasonably possible, prohibit any wastewater or casino/hotel storm water discharge to Cache Creek. (October EE, p. 5-5.)

(f) The Tribe will comply with the County's groundwater ordinance applicable in Capay Valley or throughout the entire County as that Ordinance may be amended from time to time so long as the Ordinance will be uniformly applied to all individuals or entities that extract groundwater from those basins that are the subject of the Ordinance. The Ordinance may address, among other things, protections associated with the safe yield of the affected groundwater basin(s), the water quality within the affected groundwater basin(s), or the protection of the geological integrity of the affected groundwater basin(s). (October EE, p. 5- 5.)

ii. Storm Water Facilities Constructed on Non-trust Land.

(a) Application process. Within 90 days of the execution of this Agreement, the Tribe will apply to the County for approval of its proposed off-site storm drainage facility to be located on the property commonly known as the Beeman Ranch. It is understood that, as part of this application process, the Tribe will be responsible for all County application fees, as well as the cost of providing planning and environmental consultants to the County, if necessary, in a similar manner as required for other development applications. The Tribe will also be responsible for the cost of preparing any studies required to prepare the environmental document. (October EE, p. 5-5.)

(b) Application. The application will include a storm drainage system designed to handle a 100-year, 24-hour event. The design will, to the extent reasonably possible, prohibit any wastewater or casino/hotel storm water discharge to Cache Creek. (October EE, p. 5-5.)

(c) Environmental Review. Review of the application submitted to Yolo County will require full compliance with CEQA. The Tribe agrees to fund the necessary environmental studies required by Yolo County to fulfill its CEQA obligations. The County cannot and does not commit itself to any definite course of action prior to CEQA compliance other than that it will act consistently with the duty to exercise its discretion in good faith and in accordance with fair dealing. (October EE, p. 5-5.)

(d) Monitoring. The Tribe will regularly monitor wastewater and domestic water consistent with State standards and will provide regular monitoring reports, no less than quarterly, to both the United States Environmental Protection Agency ("EPA") and the County. (October EE, p. 5-5.)

(e) Mitigation Fund. Before the Tribe begins construction of the proposed off-site storm drainage facility, it will establish an escrow account in which it will deposit the money to pay for projected mitigation associated with the storm water facilities. This amount will be equivalent

to that which would be required of a private developer seeking to construct the same improvement. Once all improvements are made and mitigation measures fully implemented, should the project be approved following CEQA compliance, any unused or residual funds will be returned to the Tribe.

iii. Tertiary Treated Wastewater Spray Fields Constructed on Non-trust Land.

(a) Application process. Within 90 days of the execution of this Agreement, the Tribe will apply to the County for approval of construction and operation of a tertiary treated wastewater spray field facility to be located on the property commonly known as the Beeman Ranch and on the property commonly known as the Stamates Ranch. It is understood that, as part of this application process, the Tribe will be responsible for all County application fees, as well as the cost of providing planning and environmental consultants to the County, if necessary, in a similar manner as required for other development applications. The Tribe will also be responsible for the cost of preparing any studies required to prepare the environmental document. (October EE, p. 5-6.)

(b) Environmental Review. Review of the application submitted to Yolo County will require full compliance with CEQA. The Tribe agrees to fund the necessary environmental studies required by Yolo County to fulfill its CEQA obligations. The County cannot and does not commit itself to any definite course of action prior to CEQA compliance other than that it will act consistently with the duty to exercise its discretion in good faith and in accordance with fair dealing. (October EE, p. 5-6.)

(c) Monitoring. The Tribe will regularly monitor the spray field(s) as required by all applicable laws and provide reports no less than quarterly to the County. (October EE, p. 5-6.)

p. Biological Resources.

i. The Tribe will not undertake any action on its trust lands in the course of any construction that is the subject of this Agreement that is contrary to the requirements of the federal Endangered Species Act. (October EE, p. 5-6.)

ii. Prior to the commencement of any construction pursuant to this Agreement, the Tribe will provide the County with a detailed survey of any federally listed endangered or threatened species on the Project site. (October EE, p. 5-6.)

iii. If the survey reveals that there are federally listed endangered or threatened species impacted by of the Casino Expansion and Hotel Project, then the Tribe will contribute a mitigation fee to the Yolo County Habitat Preservation Joint Powers Agency ("Habitat JPA"). The amount of this mitigation fee will be determined by

the Habitat JPA Board based on the fee per acre established by the JPA Board multiplied by the number of acres encompassed by the total construction area that is the subject of this Agreement, including the golf course, if approved, and the off-site drainage facilities, if approved. (October EE, p. 5-6.)

q. Mitigation Measures Reimbursements

i. Within 90 days of its execution of this Agreement, the Tribe will pay the County the sum of one million dollars ($1,000,000.00) and, within 90 days thereafter, the Tribe will pay the County the sum of nine hundred thousand dollars ($900,000.00). These payments are to reimburse the County for one-time costs associated with mitigation of the off-Reservation impacts resulting from the Casino Expansion and Hotel Project.

ii. Beginning October 1, 2003, the Tribe will make the following annual payments to the County to reimburse the County for costs associated with off-Reservation impacts resulting from the Casino Expansion and Hotel Project and to reimburse the County for the additional, intangible expenses unrelated to mitigation of environmental impacts that the County will incur as a result of the Casino Expansion and Hotel Project.

October 1, 2003	$3.0 million
October 1, 2004	$3.5 million
October 1, 2005	$4.0 million
October 1, 2006	$4.5 million
October 1, 2007	$5.0 million

On October 1, 2008, the Tribe will pay the County $5 million increased by the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose area over the amount paid in 2007 (the base year). Thereafter, throughout the remaining term of this Agreement, the amount paid in the previous year will be increased annually consistent with increases in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose area. Regardless of the actual CPI Index for a particular year, the amount of the percentage increase applied pursuant to this Section will not exceed 4%.

iii. Of the amount paid to the County by the Tribe pursuant to Section 1.q.ii. above, unless the County Board of Supervisors in its sole discretion determines otherwise, approximately 60 percent will be applied to reimburse the County for costs directly associated with off-Reservation impacts resulting from the Casino Expansion and Hotel Project and approximately 40 percent will be applied to reimburse the County for the additional, intangible expenses that the County will incur as a result of the Casino Expansion and Hotel Project. The percentages set forth in this subsection are general guidelines only. Under no circumstance will this subsection be interpreted or construed to require the County to apply the monies

received from the Tribe pursuant to this Agreement to any specific program or expenditure or in a specified amount or percentage.

r. Partial Indemnification.

i. The Tribe will partially indemnify and hold harmless the County of Yolo, its elected representatives, officers, agents, and employees against any claim brought or filed by a third party, including federal, State or local agencies which challenges the validity or performance by the County under this Agreement, the authority of the County to enter into this Agreement, or any approval by the County called for in this Agreement. The amount of this partial indemnification will equal one-half of the County's costs, expenses (including reasonable attorney fees), liability of any kind or nature, or losses.

ii. The County will consult with the Tribe prior to retention of any outside legal counsel to defend the County in a matter within the provisions of this indemnification.

s. Ranch Road. The Tribe will not make use of the easement for right of way purposes known as Ranch Road, except for emergency access, and will not undertake any improvement to it. If an emergency requires that the Tribe make use of Ranch Road, then a Tribe representative will promptly notify the County as soon as possible concerning the particulars of its use. If, for any reason whatsoever, this Agreement is terminated, or declared void or unenforceable, the Tribe will quitclaim to the owner of the underlying fee its currently recorded easement to Ranch Road for any purpose other than emergency access as set forth in this Paragraph, and record the quitclaim deed with the County Recorder.

t. Access Across Schilling Ranch. The Tribe will maintain in effect and honor any currently recorded easements for access across the Schilling Ranch to a public highway.

u. Not Riparian to Cache Creek. The Tribe agrees that the portion of Schilling Ranch held in trust for the Tribe is not riparian to Cache Creek.

v. Use of Tribe's Upgraded Cell Service System. The Tribe agrees to permit emergency service providers, such as law enforcement departments, fire departments, fire protection districts, the Yolo County Communications Emergency Services Agency, and health officials, to utilize the Tribe's upgraded cell service system on trust land at no cost to any emergency service provider or to the County.

w. Fire Suppression and Emergency Medical Aid Services. The Tribe acknowledges that, no later than the opening for business of the expanded casino or hotel, whichever is earlier in time, it will establish an on-site fire department which will have trained personnel and the necessary equipment to provide fire suppression and emergency medical aid on the Tribe's trust lands within the Capay Valley. The Tribe agrees that its fire department will enter into mutual aid agreements with other fire departments, fire agencies, and fire

protection districts located in Yolo County regarding the provision of fire suppression and emergency medical aid, whether owned by the Tribe or not, so long as these mutual aid agreements are consistent with those entered into between other fire departments, fire agencies, and fire protection districts located in Yolo County. (May EE, pp. 3-32 and 3-33.)

2. County Commitments, Obligations, and Responsibilities.

a. Mitigation Program.

i. The County will develop a mitigation program to address the off-Reservation environmental impacts that result from the Casino Expansion and Hotel Project. Subject to the sole discretion of the County Board of Supervisors, this mitigation program may address any or all of the following: water resources, traffic on affected County roads, noise impacts created by increased traffic along State Route 16; social services concerns resulting from the expanded casino operation; increased demand for emergency services; development impacts to County operations; increased potential for addiction to gambling; County costs incurred in developing this Agreement; additional costs for updating the Capay Valley General Plan; increased level of Sheriff's services; and increased need for affordable housing due to the expanded workforce at the casino and hotel.

ii. This program will be funded solely through a portion of the Tribe's Mitigation Measures Reimbursement required of the Tribe by Section 1.q. of this Agreement.

iii. This program will identify the process for determination of the appropriate mitigation projects to be undertaken by the County. Full compliance with CEQA will be an integral part of the determination of each mitigation project.

b. Use of Monies Received from Tribe. Notwithstanding any other provision in this Agreement, the use by the County of all monies received from the Tribe pursuant to this Agreement is subject to the sole discretion of the County Board of Supervisors.

c. County Advisory Committee for Tribal Matters.

i. Within 60 days of the date of this Agreement, the County Board of Supervisors will establish a County Advisory Committee for Tribal Matters. The purpose of this Committee is to advise the Board of Supervisors on all matters that are the subject of this Agreement.

ii. This Committee will have no less than seven members with membership requirements and specific duties and responsibilities as established by Board of Supervisors' Resolution.

d. CEQA Compliance. The County acknowledges that it will fully comply with CEQA before the County funds, approves, or authorizes any discretionary action described

in this Agreement that affects the physical environment. Nothing in this Agreement shall be construed in a manner that constitutes funding, approval, or authorization of any particular action or to otherwise limit the County's full discretion to fund, approve, authorize, disapprove, or modify any proposed projects. The County also acknowledges that it will fully comply with CEQA before it exercises its discretion and commits to any particular course of action that may directly or indirectly affect the physical environment. With respect to the County, this Agreement is not a project under CEQA because this Agreement creates a governmental funding mechanism that can be used for traffic or other mitigation programs should the County undertake such actions after compliance with CEQA. With respect to any CEQA obligation required of the County by this Agreement, no action or failure to act by the County is to be construed as a default of any obligation undertaken by the Tribe under this Agreement.

3. Future Tribe/County Meetings.

a. The Board of Supervisors will appoint two Supervisors and the Tribal Council will appoint two members to attend regularly scheduled meetings on Tribe/County concerns. These meetings will occur no less than quarterly and will be held in a place accessible to the public. All Brown Act requirements for public meetings will apply to these meetings.

b. The purpose of these meetings is to serve as a mechanism for discussions on matters of common interest and importance to both governments. Staff and advisors for each respective government may be invited to attend as deemed appropriate.

4. Dispute Resolution Provisions.

a. Voluntary Resolution: Reference to Other Means of Resolution.

i. 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 relief against the other when circumstances are deemed to require immediate 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 in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:

(a) Either party will give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.

(b) The parties will meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.

(c) If the dispute is not resolved to the satisfaction of the parties within 30 calendar days after the first meeting, then either party may seek to have the dispute resolved by an arbitrator in accordance with this Section, but neither party will be required to agree to submit to arbitration.

(d) Disagreements that are not otherwise resolved by arbitration or other mutually acceptable means as provided in this Section may be resolved in the Yolo Superior Court. The disputes to be 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 its administrative remedies. The parties agree that, except in the case of imminent threat to the public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to resorting to judicial process.

b. Arbitration Rules.

i. Any arbitration will be conducted in accordance with the policies and procedures of the Commercial Arbitration Rules of the American Arbitration Association, and will be held at such location as the parties may agree.

ii. Except as provided in Section 4.e, each party will bear its own costs, attorneys' fees, and one-half the costs and expenses of the American Arbitration Association and the arbitrator, unless the arbitrator rules otherwise.

iii. Only one neutral arbitrator may be named, unless the Tribe or the County objects, in which case a panel of three arbitrators (one of whom is selected by each party) will be named.

iv. The provisions of Section 1283.05 of the California Code of Civil Procedure will apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrator. The decision of the arbitrator will be in writing, give reasons for the decision, and will be binding.

v. Judgment on the award may be entered in and enforced by the Yolo Superior Court.

c. No Waiver or Preclusion of Other Means of Dispute Resolution. This Section 4 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, mediation provided that neither party is under any obligation to agree to such alternative method of dispute resolution.

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d. Limited Waiver of Sovereign Immunity.

i. The Tribe expressly and irrevocably waives its sovereign immunity (and any defense based thereon) in favor of the County as to any dispute which arises out of this Agreement or the activities undertaken by the Tribe pursuant to this Agreement. The Tribe consents hereby to the jurisdiction of the Yolo Superior Court for the purpose of enforcing any arbitration award with respect to any dispute arising out of this Agreement. Further, this waiver applies to permit the County to seek judicial relief against the Tribe in the Yolo Superior Court with respect to any dispute arising out of this Agreement or to enforce any court order or judgment against the Tribe and in favor of the County within the limitations set forth in Section 4.d.iii.

ii. Without in any way limiting the generality of the foregoing, the Tribe expressly authorizes any governmental authorities who have the right and duty under applicable law to take any action authorized or ordered by any court, to take such action or otherwise give effect to any judgment entered; provided, however, that in no instance will any enforcement of any kind whatsoever be allowed against any assets of the Tribe other than the limited assets of the Tribe specified in Section 4.d.iii.

iii. The Tribe's waiver of sovereign immunity from suit is specifically limited to permitting, and does permit, the following actions and judicial remedies:

(a) The enforcement of an award of money and/or damages; provided that the arbitrator(s) and/or the court will have no authority or jurisdiction to order the execution against any assets or revenues of the Tribe except undistributed or future net revenues or accounts receivable, both as defined by Generally Accepted Accounting Principles, of the Casino or Hotel that are the subject of this Agreement. In no instance will any enforcement of any kind whatsoever be allowed against any assets of the Tribe other than the limited assets of the Tribe specified in this subsection 4.d.iii(a).

(b) The enforcement of a determination by an arbitrator or a court that the Tribe has breached this Agreement.

(c) The enforcement of a determination by an arbitrator or a court that prohibits the Tribe from taking any action that would prevent the County from performing its obligations pursuant to the terms of this Agreement, or that requires the Tribe to specifically perform any obligation under this Agreement (other than an obligation to pay money except as provided for in subsection 4.d.iii(a)).

iv. The Tribe does not waive any aspect of its sovereign immunity with respect to actions by third parties.

e. In any arbitration or court action brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorney fees and costs as are determined by the arbitrator or court.

5. Reopener Provisions.

a. Either party may request that the other party renegotiate one or more terms of this Agreement if and only if: (1) there is a significant change that directly or indirectly relates to a party's expectations under this Agreement; (2) that change materially impacts that party; and (3) that change could not have been reasonably anticipated at the time of entering into this Agreement. Such changes may include, but are not limited to, a change in State or federal law that extends gaming to non-Indians or non-Indian lands, a change in the financial obligations of the Tribe to the State under the Tribal-State Compact, a reduction in the scope of gaming on Indian lands mandated by federal or State law, or a change in State law or in the State manner of doing business that increases the County's responsibility regarding traffic on State highways either in terms of law enforcement, road surface maintenance, or traffic safety measures.

b. A request to renegotiate one or more terms of this Agreement will be made in writing, addressed to the other party. The request will specify the basis for the request.

c. If the request is determined to meet the requirements for renegotiation pursuant to this Section, then the parties will meet within 30 days from the receipt of the request and will commence to renegotiate in good faith. The sole purpose of the renegotiation will be to determine if there are alternative terms that are consistent with the purposes of this Agreement, which do not impose new impacts that were unforeseen when this Agreement was entered into by the parties and which do not materially change the financial condition of either the County or the Tribe's Casino.

d. Regardless of the existence of any significant change as described in subsection a. above, the parties will meet at least once every five years to discuss whether the terms of this Agreement still are effective to carry out the intent of the parties in entering into this Agreement. If there is concern by either party that the intent of that party in entering into this Agreement is no longer being fulfilled, then the parties will commence to renegotiate in good faith. The purpose of this renegotiation will be to determine if there are other provisions for inclusion in the Agreement that would more effectively fulfill the intent of the party that had a concern without significantly detracting from the purposes of the original Agreement.

e. Except for the obligations to renegotiate as set forth in subsections c. and d. above, neither party is obligated to agree to a new agreement or any new term(s) as a result of the renegotiation process authorized by this Section 5.

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6. Notice.

a. All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Tribe at their respective addresses as follows:

For the Tribe:

Chairperson
Rumsey Band of Wintun Indians
P.O Box 18
Brooks, CA 95606

Howard Dickstein, Esq.
Dickstein & Merin
2001 P Street, Suite 100
Sacramento, CA 95814

For the County:

Yolo County Administrative Officer
625 Court Street, Room 202
Woodland, CA 95695

Yolo County Counsel
625 Court Street, Room 201
Woodland, CA 95695

b. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To the Tribe:	Rumsey Band of Wintun Indians	530-796-2119
	Howard Dickstein, Esq.	916-447-8336
To the County:	County Administrative Officer	530-666-8147
	County Counsel	530-666-8279

c. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties 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 facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

7. Miscellaneous Provisions.

a. Term of Agreement.

i. The term of this Agreement will be coterminous with the Tribal-State Gaming Compact between the Tribe and the State, or will terminate on December 31, 2020, whichever is earlier in time. In the event that this Agreement terminates on December 31, 2020, both of the following will apply:

(a) The Tribe will perform all mitigation obligations, including all traffic related obligations, called for in this Agreement no later than September 30, 2020. This requirement will apply even if the mitigation obligations were not scheduled for completion until after December 31, 2020.

(b) All annual payments due to be paid by the Tribe to the County in the calendar year 2020 will be paid in full without any prorata deductions based on the December 31, 2020 termination date.

ii. Prior to the termination of this Agreement, the parties will negotiate in good faith toward a new agreement that meets the needs of the parties at that time.

b. *Wheeler* Settlement. The parties understand that it may be necessary to seek Yolo Superior Court approval of this Agreement so as to comply with the Court order in the 1995 case of *Wheeler v. Board of Supervisors* case. The parties also understand that the California Department of Conservation, the California Attorney General and the Bureau of Indian Affairs also approved the settlement in *Wheeler*. The parties agree that, through their respective counsel, they will take all reasonable steps that may be necessary to amend the *Wheeler* settlement to reflect the terms of this Agreement.

c. No Third Party Beneficiaries. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

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

e. Waiver. The waiver by either party or any of its officers, agents or employees or 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.

f. 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 on behalf of their respective party understand that both parties are relying on these representations in entering into this Agreement.

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

h. Non-Severability. It is the express intent of the parties to this Agreement that if any provision of this Agreement is held by a court of competent jurisdiction, following

exhaustion of all appeals, to be invalid or unenforceable, regardless of the perceived or actual materiality of such provision, the remainder of the Agreement will also be deemed invalid and unenforceable, and the Agreement will automatically terminate. In such event, the Agreement will not be subject to reformation or other equitable or legal remedy, inasmuch as the provisions of this Agreement fully set forth the entire agreement of the parties, and the invalidity or unenforceability of any provision of this Agreement is expressly intended by the parties to result in the invalidity and unenforceability of the remainder of the Agreement. It is expressly not the intent of the parties that a court of competent jurisdiction substitute its determination of the intent of the parties in such event. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable and thus this Agreement automatically terminates, then the parties agree to promptly discuss entering into a new agreement. Except for this obligation to discuss entering into a new agreement, neither party is obligated to agree to a new agreement.

8. Entire Agreement.

a. 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, including the Memorandum of Understanding entered into in April, 1995 (Yolo County Agreement No. 95-51) between the same parties. A notice approved by the legal advisors of each party will be filed in the Bureau of Indian Affairs Registry and with the County Recorder to reflect the substance of this Agreement and the fact that it supersedes the April 1995 Memorandum of Understanding.

b. 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 the 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.

RUMSEY BAND OF WINTUN INDIANS

By_____
Paula Lorenzo, Chairperson
Tribal Council

Approved as to Form:

_____
Howard L. Dickstein
Dickstein & Merin

Attorneys for the Tribe

COUNTY OF YOLO

By_____
Dave Rosenberg, Chairman
Board of Supervisors

Attest:

Patty Crittenden, Clerk
Board of Supervisors

By_____
Deputy
(Seal)

Approved as to Form:

_____
Cathy Christian
Nielsen, Merksamer, Parrinello,
Mueller, & Naylor, LLP

_____
Steven M. Basha
County Counsel
County of Yolo

Attorneys for the County