

Amended and Restated Memorandum of Agreement between the
Dry Creek Rancheria, Band of Pomo Indians
and the County of Sonoma

This Amended and Restated Memorandum of Agreement ("Amended MOA") is effective as of [NEW EFFECTIVE DATE], by and between the County of Sonoma (the "County") and the Dry Creek Rancheria Band of Pomo Indians (the "Tribe") (referred to herein collectively as "the Parties" and as to each as a "Party"). The terms "County" and "Tribe" as used herein shall include the Parties' governmental entities, departments and officials unless otherwise stated. All pertinent documents identified herein are attached hereto as Exhibits and incorporated herewith.

RECITALS

WHEREAS, the Tribe is a federally recognized Indian Tribe located on federal Trust Lands known as the Dry Creek Rancheria ("Rancheria"), which lands are connected to State Route 128 ("SR 128") by BIA Reservation Road S-93 ("BIA 93"), and which lands and roads are within the geographic boundaries of the County; and

WHEREAS, the County is a political subdivision of the state of California where the Rancheria is located; and

WHEREAS, under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq.* ("IGRA"), the Tribe may engage in gaming as a means of promoting Tribal economic development, self-sufficiency and strong Tribal government; and

WHEREAS, IGRA generally requires that Class III gaming be conducted pursuant to a Tribal-State Class III gaming compact entered between the Tribe and the State of California; and

WHEREAS, on or about September 10, 1999, and effective in May, 2000, the Tribe first entered into a compact with the State of California ("Compact"), as contemplated under IGRA, which was set to expire on June 31, 2022; and

WHEREAS, the Tribe has since entered into an amended Compact with the State of California ("Amended Compact"), as contemplated under IGRA, effective on January 22, 2018, and December 27, 2018; and

WHEREAS, the Tribe and Sonoma County entered into a Memorandum of Agreement effective as of March 18, 2008 ("the 2008 MOA");

WHEREAS, the 2008 MOA accomplished several things, including: resolution of several disputes between the Tribe and Sonoma County, provision

for off-reservation mitigation, establishment of a process to identify and mitigate potential off-reservation environmental impacts of future Tribal economic development projects, establishment of a process to resolve disputes arising under the 2008 MOA, creation of a framework for building and maintaining a mutually beneficial government-to-government relationship of the Parties, and identification of ways for the Parties to work together to provide services and benefits to the tribal community and Sonoma County residents; and

WHEREAS, the 2008 MOA, was interpreted, implemented, and modified under letter agreements of May 28, 2010, May 23, 2011, July 12, 2012, (collectively, “the letter agreements”) to make adjustments necessary for changed circumstances including understandings of the timing of MOA payments and completion of certain obligations by the Tribe, including the establishment of a conservation easement on the Tribe’s Petaluma property, and

WHEREAS, in 2011, the Tribe was granted “Treatment in the Same Manner as a State (“TAS”) authority under the California Department of Water Resources, to administer water quality standards and to conduct its own inspections and regulate the non-standard individual sewage disposal system within its Tribal lands pursuant to its TAS status;

WHEREAS, in 2013, due to severe impact on its River Rock Casino’s proposed revenue because of the build out of a competing casino, the Tribe initiated re-negotiation of the 2008 MOA as interpreted and modified in the letter agreements, requesting that the County consider restructuring and compromising the Tribe’s indebtedness;

WHEREAS, in September 2015, the Tribe and County agreed to amend specific provisions of the 2008 MOA that further restructured the original MOA’s financial terms, extended its term to December 31, 2030 (“2015 MOA Amendment”), and made other changes to the 2008 MOA, as well as established a commitment of the Parties to “develop and execute an Amended and Restated MOA, incorporating the entirety of the Parties’ agreement and subsequent interpretations and amendments . . .”; and

WHEREAS, in July 2015, the Tribe submitted a Petition for Modification and Removal of Certain License Conditions to the Alcohol Beverage Control (“ABC”), which was modified in November 2015 in the Tribe’s Amended Petition for Modification, which sought to lessen the restraints placed on the Tribe by the ABC in the Tribe’s 2008 ABC Operative Conditions; and

WHEREAS, various entities or individuals, including the County and the Alexander Valley Association (“AVA”), submitted comments to the ABC opposing or objecting to the Amended Petition for Modification and it was denied by the ABC; and

WHEREAS, in September 2016, the Parties entered into an Intergovernmental Mitigation Agreement (“the 2016 IGA”) regarding approximately 6 acres of land located at 2411 Alexander Valley Road, Healdsburg in the unincorporated part of the County, aka the Alexander Valley Campground, which the Tribe sought to have placed into federal trust status, and which agreement identified certain obligations of the Tribe regarding mitigation of any adverse environmental impacts, public access to the Russian River, the sewage disposal system for the septic tank dump station, the underground storage tank, and payments to the County in lieu of property taxes until December 31, 2032;

WHEREAS, following discussions, the Tribe, the County, and AVA agreed to a compromise with two components: 1) the Petition for Conditional License executed by the Tribe on June 12, 2017, with identified operative Conditions and 2) a Second Amendment to the MOA executed in October 2017 (“2017 Second MOA Amendment”); and

WHEREAS, the 2017 Second MOA Amendment also established requirements for live outdoor entertainment events, which will continue with this Amended and Restated MOA, and the Parties further agreed “that they will seek to prepare an Amended and Restated MOA, to incorporate past and present modifications to the Amended MOA, and any other modifications they may agree to base on future negotiations. . . into a unified document, to the Parties’ mutual satisfaction, for clarity and ease of administration”; and

WHEREAS, the Tribe renegotiated its Tribal-State Gaming Compact in 2017 which took effect on August 18, 2017, and which was later amended for technical reasons in 2018 which took effect on August 01, 2018, and which term is until January 31, 2043; and

WHEREAS, the 2018 Tribal-State Gaming Compact sets forth a process for evaluating and mitigating off-reservation impacts from a proposed Gaming Project; and

WHEREAS, in 2018, the Tribe and the County entered into an Addendum to the 2008 MOA in order to establish a process for taking the Alexander Valley Campground into trust, which recognized the Tribe’s Treatment as a State (“TAS”) status for purposes of the federal Clean Water Act and it’s implementing regulations; and

WHEREAS, in August 2020, the County agreed to waive the annual mitigation payment from the Tribe for the years 2020 and 2021 due to the COVID-19 pandemic and the resultant closure of River Rock Casino, and, in April 2021, the Parties entered into the Third Amendment to the 2008 MOA (“2021 Third Amendment”) memorializing this waiver, and the Parties also agreed to further extend the term of the 2015 MOA Amendment to December 31, 2032 and

WHEREAS, the 2008 MOA, the letter agreements, the 2015 Amendment, the 2016 IGA, the 2017 Second Amendment, and the 2021 Third Amendment, collectively, comprise the Parties' current agreement, in full, and

WHEREAS, the Tribe and the County have participated in joint meetings over the course of many years to address potential off-Reservation environmental impacts and possible additional mitigation measures that might be taken with respect to proposed economic development projects on the Reservation and other lands owned in fee by the Tribe; and

WHEREAS, there are no current legal disputes between the Tribe and the County, rather the Parties have established a respectfully and mutually beneficial cooperative relationship; and the Tribe desires to operate Tribal economic development projects in a manner that benefits the Tribe, its members, and the community as a whole, and the County recognizes the mutual benefit that can be derived if those goals are achieved; and

WHEREAS, the Parties seek to Amend and Restate the current agreement into a new Amended and Restated MOA ("Amended MOA") that accurately reflects the current relationship between the Parties, and sets forth a framework for collaboration and meaningful consultation on future projects; and

WHEREAS the Parties recognize that this Amended MOA is an important step in furthering a government-to-government relationship and building trust, mutual respect and cooperation that is intended to benefit the Tribe, its members, and all citizens of the County.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Amend and replace the 2008 MOA, as it has been interpreted and amended over time, because it no longer accurately reflects the realities on the ground at the Dry Creek Rancheria, and because prior disputes between the Parties are now well-settled;
2. Assure there is a process for mitigating off Reservation impacts of the River Rock Casino;
3. Create a process for consultation between the Parties with the intent to resolve future disputes that may arise between the County and the Tribe under this Agreement;

4. Create a framework for building and maintaining a mutually beneficial government-to-government relationship between the Tribe and the County; and

II. DEFINITIONS

The following terms shall be defined in this Agreement as set forth in this subdivision.

"Compact" means the current Tribal-State Compact entered into pursuant to IGRA between the Tribe and the State of California, effective January 22, 2018, any amendments or revisions thereto, or any new compact related to Gaming on the Rancheria entered into during the Term.

"Consultation" means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, achieving agreement. Consultation between the Tribe and the County shall be conducted in a manner that is respectful of tribal sovereignty and of the County's obligation to its residents.

"Effective Date" means the latter date upon which this Agreement is formally approved by the County Board of Supervisors and the Tribe's Board of Directors.

"Environmental Ordinance" means the Dry Creek Ordinance that was adopted on October 14, 2000, by Resolution No. 00-10-14-005, which amended an earlier version adopted on April 29, 2000. Both ordinances were enacted pursuant to Section 10.8 of the Tribe's original Compact.

"Environmental Study" means the Final Dry Creek Rancheria Economic Development Master Plan Environmental Study for the Resort Development dated January 2008, which was prepared for the Tribe by ESA with respect to the Original Casino Resort Project, and any subsequent supplements.

"Existing Casino" means the casino known as the "River Rock Casino", including the parking lots, parking structures, buildings, roads, utilities, and other infrastructure located at 3250 CA-128, Geyserville, CA 95441.

"Financing" means the receipt by the Tribe or by another entity or financial institution on its behalf, of the first draw of funds derived from the major financing commitments.

"Gaming" or "Gaming Activities" means Class III gambling activities as defined under IGRA and as is allowed under the Compact.

"Gaming Commission" means the Dry Creek Tribal Gaming Commission, the

Tribal governmental agency created under Tribal law pursuant to IGRA to regulate gaming on Tribal Trust Land.

“Gaming Facility” or “Facility” means any building in which Gaming Activities, or any Gaming Operations occur.

“Gaming Operations” means the business enterprise that offers and operates Gaming Activities, whether exclusively or otherwise.

“IGRA” means the Indian Gaming Regulatory Act of 1988 and any amendments or regulations issued pursuant to the Act.

“Intergovernmental Mitigation Agreement” means an agreement between the Parties with respect to off-reservation mitigation measures in connection with a Project that is subject to the environmental review provisions of this Agreement. This Agreement, including but not limited to its environmental and dispute resolution processes, is intended by the Parties to serve as any intergovernmental mitigation agreement that may be required in any Compact with respect to future construction related to Tribal Gaming Operations or Activities.

“Original Casino Resort Project” means the construction of new resort and casino facilities on the Rancheria, that was described in an Environmental Study, prepared in 2007 and 2008 by the Tribe pursuant to its Environmental Ordinance, which outlined a two-phase build-out of a casino resort project. The Original Casino Resort Project planned the construction of an 88,000 square foot casino operating up to 3,000 gaming devices, including the eventual addition, through phases, of a total of an approximately 600 room hotel and related restaurant, retail, and hospitality facilities, as well as conference and entertainment venues. The Tribe released its Tribal Environmental Impact Report in 2008, prepared pursuant to its Environmental Ordinance, which outlined a two-phase build-out of the Resort Project. The Existing Casino currently houses approximately 1,200 slot machines within approximately 60,000 square feet of Sprung™ brand domed facilities. It is served by a multi-section parking garage on the Rancheria which contains approximately 1,179 vehicle parking spaces.

“Project” means the Reduced-Size Casino Resort Project and a renovation, expansion or significant renovation or modification of the Tribe’s existing Gaming Facility.

“Rancheria” or “Reservation” means the approximately 75 acres of Trust Land presently accessed by State Highway 128, including BIA 93, in the Alexander Valley, as well as the contiguous trust lands, referred to as the Dugan Parcel.

“Reduced-Sized Casino Project” means the reduced-sized casino project on the Rancheria which will have less impact on the off-Reservation environment than the Original Casino Resort Project because it will include less than half the

number of hotel rooms, a smaller casino floor, and it would operate fewer Class III slot machines. The Reduced-Sized Casino Project may include an up to 60,000 square foot casino floor with a maximum of 1,500 Class III slot machines, table games, a hotel with less than 300 rooms, a spa, salon and fitness room, restaurants, food court, a multi-function event center and a wedding chapel, including necessary infrastructure. The Reduced-Size Casino Project will include existing areas previously described as the porte cochere, the patio area and the outdoor parking lot.

"Sheriff's Department" means the Sonoma County Sheriff's Department.

"Significant Effect(s) on the Off-Reservation Environment" occur(s) if any of the following conditions exist:

- (a) A proposed Project has the potential to degrade the quality of the off-Reservation environment, curtail the range of the environment, or achieve short-term, to the disadvantage of long-term, environmental goals.
- (b) The possible effects of a Project on the off-reservation environment are individually limited but cumulatively considerable. As used herein, "cumulatively considerable" means that the incremental effects of an individual Project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
- (c) The off-Reservation environmental effects of a Project, as documented in the existing TEIR and any future supplemental environmental analysis, will cause substantial adverse effects on human beings, either directly or indirectly.
- (d) For purposes of this definition, "Reservation" refers to the Tribe's Indian lands within the meaning of IGRA or lands otherwise held in trust for the Tribe by the United States.

"State Gaming Agency" means the entities authorized to investigate, approve, regulate, and license gaming pursuant to the Gambling Control Act (Chapter 5 (commencing with section 19800) of Division 8 of the California Business and Professions Code), or any successor statutory scheme, and any entity or entities in which that authority may be vested.

"Supplemental Environmental Study" or "SES" means the environmental analysis prepared by the Tribe prior to construction of the Reduced-Sized Casino Project.

"TEIR" means a Tribal Environmental Impact Report, that was prepared in anticipation of the Original Casino Resort Project.

"Term" means the term of this Agreement which shall commence on the Effective

Date and terminate when the Compact, including any amendment, revision, or modifications thereto expires but, in any event, no earlier than Midnight, August 1, 2043.

"Trust Land" means lands located within the geographic borders of Sonoma County and held by the federal government in trust for the benefit of the Tribe.

III. DECLARATIONS REGARDING THE TRIBE'S HISTORICAL DEVELOPMENT EFFORTS:

1. The Existing Casino. The Tribe has operated the Existing Casino since September 2002. It currently houses approximately 1,200 slot machines within approximately 60,000 square feet of Sprung™ brand domed facilities. It is served by a multi-section parking garage on the Rancheria which contains approximately 1,179 vehicle parking spaces, and a fully permitted wastewater treatment facility.
2. The Original Casino Resort Project. The Original Casino Resort Project of 2008 included Phase I and Phase II of the gaming and hospitality project and the infrastructure discussed in the 2008 Tribal Environmental Impact Report. As part of the Original Casino Resort Project's construction and development, the Existing Casino would undergo certain modifications or renovations that would replace the temporary structure with a permanent Gaming Facility. In addition to a permanent Gaming Facility, the Original Casino Resort Project would have included a 600-room hotel and related restaurant, retail, and hospitality facilities, as well as conference and entertainment venues. Faced with an economic downturn and the opening of another tribal gaming facility in the County, the Tribe was not able to secure financing for the Original Casino Resort Project and it was never built.
3. The Reduced-Size Casino Resort Project. The Tribe has determined that it will be unable to secure financing to build the Original Casino Resort Project, and therefore will not be pursuing it. Instead, the Tribe seeks to develop a smaller resort project as well as replace the casino Sprung® structure with a permanent structure. The specific details regarding the construction timeframe and footprint of a Reduced-Size Casino Resort Project are undetermined at this time because of market limitations. The Tribe mitigated impacts from the Original Casino Resort Project, specifically with the construction of the wastewater treatment facility, the emergency access road, the retention walls, the stormwater implementation plan, the Dry Creek Rancheria Fire Station and improvements to Highway 128, including updated encroachments to tribal properties. All prior mitigation for the Original Casino Resort Project shall be deemed mitigation for purposes of the Reduced-Size Casino Resort Project. For purposes of this Agreement, the Reduced-Size Casino Resort Project means an approximately 60,000 square foot casino with a maximum of 1,500 Class III slot machines, table games, a hotel with less

than 300 rooms, in addition to a spa, salon and fitness room, restaurants, food court, a multi-function event center and a wedding chapel, including necessary infrastructure.

4. The Dugan Project. In August 2006, the BIA approved the Tribe's application to place the approximately 18-acre Dugan Property, into trust for the benefit of the Tribe, and for non-gaming purposes. The development plan contained in the fee-to-trust application included the creation of single-family homes for Tribal housing, vineyards, a winery with offices (that can be used as a Tribal community room), a fire station, and a paved access road. The environmental review process required under the National Environmental Policy Act (NEPA) with respect to placing the Dugan Property into trust, including drafting of the Environmental Assessment and meetings with the County and the public, was completed in 2006. Any additional changes in land use, including a proposal to develop a Gaming Facility, on the Dugan property will be governed by federal law, and nothing in this Restated Agreement restricts the County's rights to oppose any such proposed changes.
5. The Petaluma Property. In 2006 the Tribe purchased approximately 277 acres located within an unincorporated portion of the County along U.S. Highway 101 near the City of Petaluma (APN 019-320-006, 019-330-008, 019-330-010, 019-320-028, 019-330-030, and 019-330-031). In April 2006, the Tribe filed a fee-to-trust application that sought to have the Petaluma Property placed into federal trust for the Tribe's benefit. The trust application was filed under federal provisions for acquiring land into trust for Tribal governmental gaming purposes. Pursuant to the 2008 MOA, and expressed in Section 9 herein, the Tribe has agreed to suspend the Gaming purposes of the application, which application may remain pending to serve other uses, including non-Gaming commercial uses and the development of a mitigation bank. The Tribe may seek to obtain trust status of the Petaluma Property after March 18, 2025, however nothing in this Restated Agreement requires the County to support an application by the Tribe to take the Petaluma Property into trust for any purpose.

IV. ENVIRONMENTAL REVIEW

1. The Tribe and 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 1999 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 or not they are likely to cause a Significant Effect on the off-Reservation Environment, and to provide procedures with respect to such determinations and the possible need for mitigation.

2. The environmental review process under the Tribe's Environmental Ordinance was completed for the Existing Casino and for the Original Casino Resort Project. In addition, the NEPA process applicable to the Tribe's application to take the Dugan Property into trust was completed in 2006. The environmental processes and reports with respect to the Original Casino Resort Project, and Dugan Project were reviewed and commented upon by the County and other citizens. Those comments were considered by the Tribe in accordance with the Environmental Ordinance, and subsequent mitigation measures were agreed to by the Tribe, and set forth in the initial 2008 Memorandum of Agreement and subsequent amendments thereto. However, the full Original Casino Resort Project was never constructed.
3. The Tribe agrees to consult with the County regarding the Reduced-Size Casino Resort Project as soon as final designs are available to share with the County, and then to prepare a Supplemental Environmental Study for the County's review if the Tribe intends to construct the Reduced-size Casino Resort Project regarding all potential off-reservation impacts.
4. A purpose of the consultation process is to permit the County to have input into design considerations and mitigation measures with respect to the Reduced-Size Casino Resort Project and to raise issues that may be appropriate to ensure that off-Reservation impacts are properly evaluated and mitigated. Such consultations shall be confidential to the extent permitted by law and shall be subject to the provisions of Section XIX (2) of this Agreement. Nothing in this Section shall either limit the Tribe's jurisdiction or grant to the County jurisdiction or authority regarding the design of a Project proposed by the Tribe, as defined by federal and state regulations regarding sovereign Indian lands.
5. Supplemental Environmental Study Requirements. In order to establish mitigation necessary for the construction of the Reduced-Size Casino Resort Project ("project"), the Tribe shall prepare or cause to be prepared a Supplemental Environmental Study ("SES"), which shall be prepared in conformance with current industry standards for environmental mitigation of an on-reservation casino development, and which shall, at a minimum, include:
 - a) A description of the location of the proposed project, including a map of any identified off-Reservation impacts;
 - b) A description of the physical environmental conditions in the vicinity of the project, as they exist at the time the environmental analysis is commenced from both a local and regional perspective;
 - c) A brief statement of the purpose and need for the project;

- d) An assessment of potential adverse impacts the project may have on off-Reservation water resources (including drinking water);
- e) An assessment of potential adverse impacts the project may have on the quality of off-Reservation cultural resources;
- f) An assessment of potential adverse impacts the project may have on off-Reservation transportation network and circulation facilities;
- g) An assessment of potential adverse impacts the project may have on human health in the off-Reservation environment;
- h) An assessment of potential conflict, disruption, or interference of the project with current Sonoma County land use;
- i) An assessment of potential adverse impacts the project may have on off-Reservation air quality;
- j) An assessment of potential adverse impacts the project may have on soil properties, including geology, on off-Reservation land;
- k) An assessment of off-Reservation natural resource use for the project, including possible depletion of off-Reservation natural resources, the short and long-term implications of such depletions and the possibility of recovery and/or recycling;
- l) An assessment of potential adverse impacts the project may have on plants, fish, and wildlife, including known threatened or endangered species, in the off-Reservation environment;
- m) An assessment of potential adverse impacts the project may have on off-Reservation wetlands and flood plains;
- n) An assessment of potential adverse impacts the project may have on:
 - (1) off-Reservation use, transportation, treatment, storage, or disposal of Hazardous Materials both in the construction and operational phases of the project;
 - (2) off-Reservation wastewater disposal, transportation, or storage both in the construction, and operational phases of the project; and
 - (3) off-Reservation Solid Waste disposal, transportation, or storage both in the construction, and operational phases of the

project;

- o) A discussion of potential adverse impacts the project may have on off-Reservation public services;
 - p) A discussion of potential adverse impacts the project may have on off-Reservation noise;
 - q) A discussion of potential adverse impacts the project may have on off-Reservation aesthetics;
 - r) A discussion of viable alternatives, if any, to the project, including a discussion of short and long-term beneficial and adverse impacts to the off-Reservation environment, specifying such adverse impacts which cannot be avoided;
 - s) A discussion of mitigation or reclamation measures which may be taken to avoid or minimize adverse impacts to the off-Reservation environment; and
 - t) Any other information the Tribe deems necessary.
6. Supplemental Environmental Statement Format. The SES shall be written in concise, plain language, and must contain the following:
- a) A cover sheet which includes the project name;
 - b) Table of contents;
 - c) Summary of the body of the SES aka Executive Summary;
 - d) Discussion of off-Reservation environmental impacts as set forth in the Environmental Summary and as required in Section IV (5);
 - e) Exhibits, appendices and reports referenced in the SES; and
 - f) Signatures and credentials of the preparers and the signature of the Tribal official.
7. Review of Supplemental Environmental Study. The Tribe shall review the SES for the purpose of determining whether the project will have a Significant Adverse Impact on the off-Reservation environment. In reviewing the SES and making such determination of significance, the Tribe may utilize any technical assistance it may require.
8. Significant Adverse Impact on the Off-Reservation Environment Determination. The determination of whether an activity will have a significant adverse impact

on the off-Reservation environment shall be made in context of the Tribe's current land use, development priorities and plans, cultural and traditional values, and community need for the project. The Tribe's Ordinance requires the following factors to be taken into consideration in evaluating the SES for Significant Adverse Impacts on the off-Reservation environment:

- a) Unique or sensitive characteristics of the geographic or hydrologic area for which the activity is planned;
 - b) The degree to which fish, plants and wildlife will be significantly adversely affected;
 - c) Whether the project will adversely affect or destroy areas of significant Tribal cultural or traditional sites. The Tribe shall give due consideration to areas that are significant to individuals as well as to the Tribe;
 - d) The risks, if any, to health and safety of Tribal and off-Reservation community residents;
 - e) Whether the project permanently withdraws land from ranching, agriculture or residential uses;
 - f) The cumulative impact of the project;
 - g) The stated purpose and Tribal need for the project;
 - h) Interference with or degradation of existing Tribal and Off-Reservation recreational uses; and
 - i) Whether the project complies with applicable federal and Tribal law, and existing Tribal contracts and/or grants.
9. Review of SES by Sonoma County and Consultation Meeting. The Tribe shall make the SES available for review by County, as set forth below. For the purpose of receiving and responding to comments, the Tribe shall, at a minimum, do the following:
- a) Submit the SES to the to the County's Clerk of the Board, in both electronic and hard copy.
 - b) In keeping with the goal of open and informed communications between the Tribe and the County, the Tribe shall Consult with the County regarding the SES. If requested by any of the County's designated staff, in writing, within thirty (30) days after the submission of the SES to it, the Tribe shall make itself available to meet with the designated staff of the to discuss the mitigation of potential significant adverse off-Reservation environmental

impacts.

The Consultations shall be an opportunity to discuss items of mutual interest, build and maintain a mutually beneficial government-to-government relationship, and identify ways to work together to provide services and benefits both to the Tribal community and County residents.

- c) The County shall have forty-five (45) days to comment on the project from the date the initial SES is made available pursuant to this Section. The SES shall be deemed to have been made available as of the day it was received (either by personal service, overnight mail, or facsimile) by, or three (3) working days after it was mailed, by certified mail, return receipt requested, to the County's Clerk of the Board, whichever is earlier.

10. Circulation of Final SES.

- a) The Tribe shall review the environmental effects of the project in light of any opposing professional views brought to the Tribe's attention during the forty-five (45)-day comment period.
- b) The Tribe shall make meaningful reference in the final SES to any opposing comment(s) not adequately discussed in the initial SES and shall respond in writing with a copy to the designated County staff to such views and/or opinions, even if there are no comment(s).
- c) The final SES, together with all substantive comments received in connection with the initial SES (or summaries thereof), shall be provided to the designated County staff.
- d) Alternatively, if the Tribe determines that the initial SES is sufficient and needs no further revision, it shall circulate a statement to that effect in a manner consistent with this Section 10. The initial SES, together with this statement, shall constitute the final SES. If comments are received, the Tribe shall respond to such comments and such responses shall become part of the Final SES.
- e) If the Tribe determines that any comment(s) received is/are significant and substantial, it shall make responses to such comments available to the County for not less than ten (10) working days prior to certifying the Final SES. Following the ten-working day period, the Tribe may certify the Final SES. The response to a comment shall be deemed to have been made available as of the day it was received (either by personal service, overnight mail, or facsimile) by or three (3) days after it was mailed, by certified mail, return receipt requested, to the commenting agency via its designated staff, whichever is earlier.

- f) The Final SES shall consist of, or refer to the initial SES, any comments received (either verbatim or in summary), any responses to such comments, and any other material deemed necessary by the Tribe.
 - g) The Tribe may only certify the Final SES if it finds that the SES has been completed in compliance with this Amended MOA and that it reflects the Tribe's independent judgment and analysis. Ideally, the County will be satisfied with the Final SES and any mitigation provided for therein.
11. Project Approval/Disapproval. Within thirty (30) days from the date of certification of the Final SES, the Tribe shall make one of the following determinations and issue a final decision within five (5) days of certifying the SES:
- a) Approval of the project; or
 - b) Approval of the project subject to any changes prescribed to mitigate certain Significant Adverse Impacts to the off-Reservation environment; or
 - c) Denial of the project or redesign.
12. 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 arise under this Agreement by good faith consultation. Whenever possible Consultation between the County and Tribe shall be conducted in a way that is mutually respectful of each party's sovereignty and shall protect confidentiality of the issues raised in the discussion.
13. Mitigation Measures. The Tribe agrees to construction-related mitigation measures for the Reduced-sized Casino Resort Project, which are attached and incorporated herein.

V. LAW ENFORCEMENT SERVICES

1. Sonoma County Sheriff's Department Service.
- a) The Sheriff's Office ("Sheriff") shall continue to provide general law enforcement services to the Reservation, particularly with respect to Gaming Operations and Gaming Facilities, and recognizes the need for possible increased services in the future. These Sheriff's Office services include, but are not limited to, deputy availability for crime prevention, and the prompt investigation, detention, interrogation, and arrest of individuals suspected of committing crimes, including, but not limited to, offenses related to Gaming Operations on the Reservation, as well as other services to protect the safety of the public as provided for pursuant to Public Law 280. The Sheriff's Office shall not provide gaming security, or

enforcement of Tribal laws, however it may enforce Tribal exclusion orders to protect public health and safety.

Nothing herein is intended to diminish, and in fact is intended to reinforce, the prosecution of anyone engaged in criminal conduct, such as theft, embezzlement, fraud, or any criminal activity generally that may occur in, near or related to a Tribal Gaming Facility or on the Reservation.

- b) Nothing in this Agreement, or other contract with the Sheriff, is intended or shall be construed to expand or limit the jurisdiction of the County and Sheriff beyond that which would be exercised pursuant to Public Law 280. Nothing in this Agreement or other contract with the Sheriff is intended, or shall be construed, to expand or limit the jurisdiction of any Tribal law enforcement agency beyond that which would be exercised pursuant to applicable law.
- c) Notwithstanding the foregoing, the Tribe has become aware of concerns from Alexander Valley residents regarding a lack of service or delay in response to calls for service from the Alexander Valley. The Tribe seeks to ensure that payments made to the County and the Sheriff are specifically earmarked in a manner that allows the funds to be used to prioritize service to the Alexander Valley region. This is in keeping with the fact that the payments made by the Tribe are intended to mitigate off-Reservation impacts from the River Rock Casino.

2. Tribe Provided Services.

- a) The Tribe agrees to provide an adequate level of security personnel at the Gaming Facility who shall be on duty during all hours of operations. The Tribe shall seek input and will consult with the Sheriff's Office in determining the reasonable level of security staffing for the Gaming Facility. Nothing in this Agreement or other contract with the Sheriff is intended or shall be construed to give the County or Sheriff the right to decide the adequate level of Tribal security personnel.
- b) The Tribe shall provide space of reasonably adequate size to allow Tribal Security and Sheriff's Office personnel to conduct necessary law enforcement activities as contemplated herein in connection with the investigation, detention, interrogation, report writing, file storage, secure computer access, and removal of suspected offenders, and processing of evidence. The Sheriff and Tribal authority, including, but not limited to, the Gaming Commission and Tribal Security, shall mutually cooperate on a government-to-government basis, as set forth below, in conducting law enforcement activities.
- c) The Tribe shall provide for any additional radio communications equipment

that may be reasonably needed for public safety purposes (e.g., signal repeaters), as jointly determined by the Tribe and the Sheriff, consistent with the Tribe's gaming security requirements and applicable law. The Tribe shall also work with the Sheriff to provide a suitable location for emergency helicopter landings on the Reservation in connection with the Sheriff's services. The Sheriff will cooperate with the Tribe to help obtain any necessary permits or other qualifications for the emergency landing zone.

3. County Services.

- a) Pursuant to this Agreement, the County agrees to provide an adequate level of law enforcement service to the Reservation. The Tribe shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services for the County except for the reimbursement of special event services provided under separate contract or fee schedule.
- b) The Parties shall develop procedures addressing the interface between the Tribe, Sheriff, and the Sonoma 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 Department 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, preparation of incident reports, witness statements, and patrol and arrest procedures.
- c) The Sheriff and Tribe shall cooperate in good faith to resolve any conflict between the Sheriffs and 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 Public Law 280 shall be resolved. Such resolution shall serve the purposes and policies of Public Law 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 purposes and policies of applicable laws and this Agreement.
- d) If requested by the Sheriff or Tribe, a Memorandum of Understanding (MOU) may be entered into by and between the Sheriff and Tribe to establish a protocol addressing the provision of law enforcement services under this Agreement. No such MOU shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the Tribe and the County Board of Supervisors. In the event of any inconsistency between the terms of such an MOU and the terms of this Agreement, the terms of this Agreement shall prevail.

4. Supplemental Security Services.

- a) 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.
- b) Should the Sheriff incur extraordinary expenses in connection with a response to a significant and unplanned incident relating to the Resort Project or other Gaming Operations on the Rancheria 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 for reimbursement of 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.

VI. PROSECUTION

1. The District Attorney will prosecute violations of criminal law on Tribal Lands to the extent consistent with Public Law 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 Public Law 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. Subject to applicable federal and Tribal law, the Tribe shall cooperate with District Attorney investigators in the collection of evidence, service of process, obtaining of witness statements, and providing assistance to investigators to facilitate the prosecution of all criminal cases that are within the District Attorney's jurisdiction that may occur in, near, or related to a Tribal Gaming Facility or on the Reservation.

VII. FIRE AND EMERGENCY SERVICES; BUILDING STANDARDS; PUBLIC HEALTH

1. Cooperation Agreement.

- a) The Parties acknowledge that the Tribe requires fire protection and emergency response services. In order to provide the most comprehensive Fire and Emergency Services, the Tribe has established the Dry Creek Rancheria Fire Department ("DCR Fire").
- b) The Tribe, Dry Creek Fire and the Sonoma County Department of Emergency Services ("County Fire") shall cooperate on a government-to-government basis to promote public safety.

2. Building and Fire Safety Standards.

- a) The Tribe shall comply with the most current adopted editions of building and fire codes in effect at the time of construction of a Project, as adopted by the Tribe as Tribal law, which for Phase I of the Original Casino Resort Project included:

California Building Code 2001 (CBC), Dry Creek Rancheria High-Rise Building and Breathing Air Standards, California Fire Code 2001 (CFC), California Mechanical Code 2001(CMC), California Plumbing Code 2001 (CPC), California Electrical Code 2001 (CEC), California Disabled Accessibility Guidebook (CALDAG) 2003, California Elevator Code 2001, NFPA 13 (Standard for the Installation of Sprinkler Systems) 1999 Edition, NFPA 14 (Standard for the Installation of Standpipe Systems and Hose Systems) 2000 Edition, NFPA 20 (Standard for the Installation of Stationary Pipes for Fire Protection) 1999 Edition, NFPA 22 (Standard for Water Tanks for Private Fire Protection) 1998 Edition, NFPA 72 (National Fire Alarm Code) 1999 Edition, CBC Standard No. 10-1 (Selection, Installation, Inspection, Maintenance and Testing of Portable Fire Extinguishers) 2001 Edition, CBC Standard No. 10-2 (Stairway Identification) 2001 Edition, California Code of Regulations, Title 19, Public Safety and California Code of Regulations, Title 24 (California Referenced Code) 2001 Edition, unless inconsistent with applicable law, including the 1999 Uniform Building Codes and related uniform codes as provided in the 2017 Compact. In addition, the Tribe shall give good faith consideration to voluntary adoption of such reasonable, and economically feasible County amendments or supplements to said codes as the County may reasonably propose. Notwithstanding the foregoing, the Tribe need not give good-faith consideration to any County standard that solely applies, in name or fact, to Tribal facilities or to development on Tribal land. Nothing in this Section shall be construed to grant to the County, or to limit the Tribe's authority or jurisdiction with respect to such codes or any matter related directly or indirectly thereto.

- b) The Parties acknowledge that pursuant to applicable case law, the County does not have fire code enforcement authority on the Reservation or BIA 93 under Public Law 280, or any other applicable law, and nothing in this Agreement, is intended to or may be interpreted as effecting any change in this area.
- c) Prior to the occupancy of any building of the Reduced-Sized Casino Resort Project the Tribe shall provide to the County a certificate issued by a qualified Tribal Building Official attesting that the subject improvements comply with the applicable codes. However, pursuant to applicable law, the Compact, and judicial decisions, the County does not have jurisdiction or authority over the development and/or construction of improvements on trust land or to make code determinations or undertake enforcement actions of any potential code violation related to such improvements.
- d) Consistent with the Compact Section 6.4.2, the State Gaming Agency may designate and have a qualified representative or representatives, which may include local fire suppression entities, present during the inspection. During such inspection, the State's representative(s) shall specify to the independent expert any condition which the representative(s) reasonably believes would preclude certification of the Gaming Facility as meeting a reasonable standard of fire safety and life safety.
- e) The Tribal Fire Department shall issue to the Tribal Gaming Agency and the State Gaming Agency a report on the inspection within fifteen (15) days after its completion, or within thirty (30) days after commencement of the inspection, whichever first occurs, identifying any deficiency in fire safety or life safety at the Gaming Facility, or in the ability of the Tribe to meet reasonably expected fire suppression needs of the Gaming Facility.
- f) Within twenty-one (21) days after the issuance of the report, the Tribal Fire Department shall also require and approve a specific plan for correcting deficiencies, whether in fire safety or life safety, at the Gaming Facility, or in the Tribe's ability to meet the reasonably expected fire suppression needs of the Gaming Facility, including those identified by the State Gaming Agency's representatives. A copy of the report and plan for correcting deficiencies, if any, shall be delivered to the State Gaming Agency and the Tribal Gaming Agency, with a copy to the County.
- g) Immediately upon correction of all deficiencies identified in the report, the Fire Department, if one exists, and an independent expert shall certify in writing to the Tribal Gaming Agency and the State Gaming Agency that all deficiencies have been corrected.
- h) Any failure to correct all deficiencies identified in the report within a

reasonable period of time shall be deemed a violation of this Compact by the State, and any failure to promptly correct those deficiencies that pose a serious or significant risk to the health or safety of any occupants shall be a violation of this Compact and grounds for the State Gaming Agency to prohibit occupancy of the affected portion of the Gaming Facility pursuant to court order until the deficiency is corrected.

- i) Consistent with its obligation to ensure the safety of those within the Gaming Facility, the Tribe shall promptly notify the State Gaming Agency of any circumstances that pose a serious and significant risk to the health or safety of occupants and take prompt action to correct such circumstances. Any failure to remedy within a reasonable period of time any serious and significant risk to public safety shall be deemed a violation of this Compact, and furthermore, any circumstance that poses a serious or significant risk to the health or safety of any occupant shall be grounds for the State Gaming Agency to prohibit occupancy of the affected portion of the Gaming Facility pursuant to a court order until the deficiency is corrected.

3. General Fire Service Provisions.

- a) Roads and Developed Areas. Subject to applicable law, including IGRA and the Compact, the Tribe agrees to comply with its fire safe standards with respect to all roads and developed areas covered by such standards as a matter of Tribal law.
- b) Emergency Access Road on the Dugan Property. The Tribe will ensure that the emergency access road is always open and available for emergency access.
- c) Other Aid Agreements. The Parties recognize that there are automatic aid and mutual aid agreements for fire and emergency services in Sonoma County, under which the County provides hazardous material response to the Reservation, and is responsible for central dispatch services, as well as other command/support and disaster preparedness functions. The increased need for fire protection and emergency services required for the Casino Resort Project may have an impact on those agreements and services and may require additional training and/or services. In addition, DCR Fire provides fire protection and emergency services to Sonoma County residents and guests, and shall be compensated for such services under the mutual aid agreement during a local, state, or federally declared disaster or emergency.
- d) The Tribe shall ensure that DCR Fire maintains current Cal Fire certification. If the Tribe closes DCR Fire or allows Cal Fire certification to lapse, the Tribe will immediately notify the County and negotiate an updated Fire Protocol that properly addresses the needs of the Tribe, the

employees of the Tribe, the patrons of the River Rock Casino, and the citizens of the Alexander Valley area.

4. Emergency Preparedness Plan. The Tribe has in place an emergency preparedness plan that addresses evacuation and access issues. The Plan and any updates shall be made available to the County for informational purposes and the County and Tribe shall consult and coordinate services to further develop the Plan and to prepare to respond to any emergency at the Existing Casino, the Resort Project.
5. Public Health. The Tribe shall continue its duty to enforce environmental health standards under applicable law and its Compact, specifically including Compact Sections:
 - 12.1 General Requirements;
 - 12.2 Tobacco Smoke;
 - 12.3 Health and Safety Standards;
 - 12.7 Emergency Services Accessibility; and
 - 12.9 Possession of Firearms.
6. Food and Beverage. Pursuant to and consistent with the Compact, the Tribe shall provide for inspection by federal agencies of all commercial food and beverage operations with the Existing Casino and Resort Project on a regular basis.

VIII. WASTEWATER TREATMENT PLANT OPERATION

1. The Tribe will maintain its permit under the National Pollutant Discharge Elimination System (NPDES) current and in good standing. The NPDES permit requires that the wastewater treatment facility meet Title 22 of the California Code of Regulations for disinfected tertiary recycled water.
2. The Tribe has gained Treatment as a State Status and has assumed jurisdiction over the waters within the Rancheria and will comply with the terms of the NPDES with the Environmental Protection Agency who has enforcement authority.
3. If the Tribe is unable to meet these conditions in the operation of the wastewater treatment facility, the Tribe will immediately notify the County and agrees to consult with the County on reasonable alternatives and/or improvements to the wastewater treatment facility.

IX. LIVE OUTDOOR ENTERTAINMENT EVENTS AND NOISE

1. Live Outdoor Entertainment Events. The Tribe agrees that, there shall be no more than twelve (12) live outdoor entertainment events per year requiring the

payment of a separate entrance, admission, or other entertainment fee, and all live outdoor entertainment events requiring the payment of a separate entrance, admission or other entertainment fee shall be limited to no more than five hundred (500) attendees per event and shall be limited to no more than three (3) hours in duration per event; and

2. Noise.

- a) With respect to noise generated in connection with outdoor live entertainment events, if any, the Tribe shall comply with the provisions pertaining to noise control measures for outdoor entertainment event (“Outdoor Live Entertainment Event Noise Controls”), enumerated in subsection (c) of this Section, which provisions are intended by the Parties to achieve substantial consistency with the Sonoma County General Plan 2020 Noise Element (“County Noise Element”). In doing so, the Tribe agrees to the Outdoor Live Entertainment Event Noise Controls voluntarily in consideration for the provisions provided herein, but the Tribe does not concede to the application or enforcement of the County Noise Element except as the provisions therein may be referenced herein; and concedes no regulatory jurisdiction over it, its activities, or its Reservation lands to the County or any other entity or individual for the application or enforcement of the County Noise Element, except as may be provided in this Amended MOA.
- b) Actions to enforce the Outdoor Live Entertainment Event Noise Controls enumerated at subsection (c) of this section 11.1 may be brought only by the County and no other entity or individual and shall specifically exclude any attempted direct enforcement action by any resident of the County and may only be enforced in accordance with the following Outdoor Live Entertainment Event Noise Controls and the dispute resolution provisions herein. Compliance by the Tribe with the following Outdoor Live Entertainment Event Noise Controls provisions shall be deemed substantial compliance with the County Noise Element.
- c) Outdoor Live Entertainment Event Noise Controls.
 - i) Noise or amplified music generated in connection with outdoor live entertainment events emanating from the Rancheria shall only occur between the hours of 10:00 a.m. and 10:00 p.m. and when measured at the exterior of any off-Reservation residence shall not exceed the hourly noise metric, LO2 (72 seconds in any hour) of 65 dBA, consistent with the daytime maximum allowable exterior noise exposures for non-transportation sources specified in Table NE-2 of the County Noise Element. For purposes of such daytime maximum allowable exterior noise exposure limits, residence, or other uses of property within the boundaries of the Reservation shall not be deemed noise sensitive land

uses.

- ii) The Tribe shall hire a qualified noise consultant to prepare a noise management plan, which shall include provisions for maximum noise level limits, noise monitoring, and complaint response for all events to occur during the 24 months after preparation of the noise management plan. The plan shall address potential cumulative noise impacts from all events in the area.
- iii) The Tribe shall purchase noise monitoring equipment to permit it to monitor noise generated from its outdoor live entertainment events.
- iv) During an outdoor live entertainment event, the Tribe, by and through its qualified staff or qualified consultant, shall measure and document the level of noise generated at the source of the noise or amplified music.
- v) During an outdoor live entertainment event, the Tribe, by and through its qualified staff or qualified consultant, may measure and document the level of noise to which any residence in the area may be exposed, at or near the residence, if otherwise permitted to do so by law or by permission of the owner of such residence. If a measurement taken by the Tribe or the County outside the residence during such an event shows noise level above 65 dBA, the Tribe shall take immediate action to cause the noise level to be reduced to 65 dBA, or lower. If a measurement taken by the Tribe or the County inside the residence during such an event, with doors or windows shut, shows noise level above 45 dBA, the Tribe shall take immediate action to cause the noise level to be reduced to 45 dBA, or lower.
- vi) During an outdoor live entertainment event, the Tribe shall provide a means of being contacted by area residents and the County, including the Sheriff's Department, for the purposes of receiving complaints regarding noise generated from events. The Tribe will provide the public with a 24-hour phone number on its website for River Rock Casino (www.riverrockcasino.com) for any issues or complaints from the public regarding noise related to events at the Casino.

The Tribe shall document and log such complaints, shall measure, and document the noise immediately following receipt of a complaint, and shall offer to have its qualified staff measure and document the level of noise at the affected residence(s) during the event. If during event dBA levels are shown to be above allowable limits based on measurements taken by the Tribe or the County, the Tribe shall take immediate steps to reduce noise to within acceptable dBA limits.

- vii) The Tribe shall ensure that at all times during an outdoor live

entertainment event, there is a representative of the Tribe, staff, or qualified consultant that is authorized to reduce the noise generated by such event, including but not limited to turning the volume of the amplified sound down.

viii) Upon oral or written request to the Tribe, the County, including its Sheriff, shall have access to noise complaints, measurements, and logs maintained by the Tribe pursuant to this Amended MOA.

ix) The Parties agree to consult in the event that noise limits are exceeded for two consecutive outdoor live entertainment events, with the intent to identify additional steps that the Tribe may take to stay within established noise limits, including, but not limited to the conduct of a noise study performed by a qualified consultant.

x) Except as referenced herein, no other portions of the County Noise Element shall be applicable to the Tribe, the Tribe's activities at the Casino, or its Reservation lands.

d) The Parties intend that the Outdoor Live Entertainment Event Noise Controls identified in subsection (c) above will reduce any noise impacts resulting from the Tribe's conduct of outdoor live entertainment events to a less than significant level.

e) The Parties further intend that the Outdoor Live Entertainment Event Noise Controls identified in subsection (c), will obviate the need for an additional mitigation agreement to address impacts from outdoor live entertainment events.

3. Notice to County and Sheriff.

a) The Tribe shall notify the County and Sheriff's Department at least thirty (30) days before an outdoor live entertainment event with amplified music or sound requiring the payment of a separate entrance, admission or other entertainment fee, providing the following information: the date, time, location, estimated number of patrons, a brief description of the event, and the Tribe's security plan, including number of security guards, and crowd, traffic, and parking control measures to be used, if, and as necessary.

b) Supplemental law enforcement services will be as provided in Section 5 of this Amended MOA.

c) Notices required under this section to the County shall be made consistent with the Notices section of this Amended MOA. Notice required under this section to the Sheriff's Office shall be provided to:

Sonoma County Sheriff's Department
Attn: Tribal Gaming Liaison:
North Beat Watch Commander:
Department Analyst:
2796 Ventura Ave.
Santa Rosa, CA 95403
(707) 565-2511
eddie.engram@sonoma-county.org
heidi.keith@sonoma-county.org

X. TRAFFIC

1. The Tribe will continue to coordinate with the Sheriff's Department for all special events and Live Outdoor Entertainment Events that may increase traffic to River Rock Casino.
2. The Tribe will continue to provide the public with a 24-hour phone number on its website for River Rock Casino (www.riverrockcasino.com) for any issues or complaints from the public regarding traffic congestion or incidents related to events at the Casino.

XI. ALCOHOL SERVICE

1. The Tribe will continue to comply with the conditions of the Tribe's current ABC Conditional License, dated November 1, 2017, as renewed annually; which are attached and incorporated herein. The Tribe has the legal right to seek amendments to the Conditional License pursuant to laws governing the Conditional License through the ABC.

XII. SOCIOECONOMIC CONDITIONS

1. The Sonoma County Human Services Department ("Department") and the Tribe shall work together to help identify and refer potential qualified applicants for employment at the Tribe's Gaming Facilities. The Tribe shall transmit copies of job postings and announcements for its gaming and other facilities to the Department, and the Department will cause the same to be posted and distributed in the same manner as job postings and announcements submitted by other outside employers. The Tribe also shall work in good faith with the Department to employ qualified participants in the County's welfare program at the Tribe's Gaming Facilities. Such qualifications may, at the Tribe's discretion, include passing any necessary background checks and the ability to obtain any required gaming licenses. Notwithstanding anything herein to the contrary, the County acknowledges that an important congressional goal under IGRA is to encourage Tribal member and Indian job training and employment, and that the Tribe maintains the right to enforce its Tribal Employment Rights Ordinance

(TERO) and exercise Tribal and Indian preferences to the extent permitted by law.

2. The Department shall work with the Tribe to identify job and other relevant training to eligible Tribal members attempting to make the transition from unemployment to employment.
3. The Tribe has adopted and complies with standards that are no less stringent than state laws prohibiting a gaming enterprise from cashing any checks drawn against Social Security, unemployment insurance, disability benefits, or public assistance payments as a part of the Amended Compact in Section 12.3(g)

XIII. FUTURE TRUST ACQUISITIONS AND TRIBAL DEVELOPMENT

1. The Tribe shall consult with the County prior to filing or modifying any application by the Tribe to the United States to take additional land into trust within Sonoma County. 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 trust applications and other Tribal planning activities.
2. The County recognizes that the Tribe is not bound by the General Plan on Trust Lands. The Parties agree to work together on a government-to-government basis to maximize consistency with the General Plan to the extent possible consistent with Tribal goals, and to minimize off-Reservation adverse environmental impacts.
3. Petaluma Property. The Tribe agrees to abstain from applying for or otherwise seeking or obtaining federal trust status, for gaming purposes, for its Petaluma Property (APN 019-320-006, 019-330-008, 019-330-010, 019-320-028, 019-330-030, and 019-330-031), until March 18, 2035.
 - a) Notwithstanding Section 3 above, if prior to March 18, 2035, the Department of the Interior issues a Notice of Decision approving the Koi Nation's application to take land into trust for gaming purposes in Sonoma County, the Tribe shall confer with the County regarding any intention or plan for gaming on the Petaluma Property before taking any action to seek trust status for the gaming purposes. The Tribe may then seek to take the Petaluma Property into trust for gaming purposes, although nothing in this Agreement binds the County to any action that may be deemed support of such an acquisition.
4. Notwithstanding provisions of the Tribal-State Compact to the contrary, the Tribe agrees to limit tribal gaming to a single location in Sonoma County,

and to cease gaming at its Existing Casino prior to or contemporaneously with the commencement of gaming at any different location in Sonoma County, as set forth in Section 10 of the 2015 Amendment to the 2008 MOA. The Tribe further agrees to extend its commitment in the 2015 MOA Amendment, not to apply for or otherwise seek to obtain federal trust status for gaming purposes for any land in Sonoma County, other than the Petaluma Property, as set forth in Section 3 above, and the property identified as the “Bellacana Property”, located at 3152 Highway 128, Geyserville, CA, APN#131-050-004. This provision shall be subject to review by the Department of the Interior to insure it does not violate the Indian Gaming Regulatory Act or other applicable federal law.

4. The Tribe shall consult with the County with regard to any fee to trust application for any of its fee properties in the Alexander Valley, and such uses will be consistent with surrounding uses in the Alexander Valley, while also recognizing the sovereign rights of the Tribe on trust lands.

Nothing in this Section XIII shall be construed as a limitation on the Tribe’s sovereign ability to petition to take lands into trust for non-gaming purposes in Sonoma County so long as the Tribe first consults with the County. Notwithstanding the above, nothing in this Amended MOA binds the County to any action that may be deemed support of such an acquisition.

XIV. REVENUE AND MITIGATION COSTS

1. In addition to the promises and covenants otherwise contained in this Amended MOA, the Parties acknowledge that the Reduced-Sized Casino Resort Project may create a certain increased demand for public services.
2. The Parties agree that the County does not have permitting authority over development on Trust Lands and that the payments made under this agreement do not constitute taxes, exactions or fees.
3. The payments agreed to below are approximate off-sets to the potential losses and impacts to the County due to the Reduced-Sized Casino Resort Project and are intended to support an appropriate level of County services to the Reservation and affected communities.
4. The Parties agree that between 2008 and 2019 the Tribe provided payments to the County totaling twenty-eight million, two hundred and nine thousand, five hundred and forty-nine dollars (\$28,209,549) pursuant to the terms of the 2008 MOA and amendments thereto, intended as mitigation of the contemplated Original Casino Resort Project, despite the fact that the Resort Project was never built.

5. For 2023, and years thereafter, up to and including 2043 unless otherwise extended by further agreement of the Parties, the Tribe shall make Annual Payments to mitigate off-Reservation impacts from River Rock Casino. The Annual Payment, as described below, shall be due and payable on December 15th of each year.
6. By this Amendment, the Annual Payment required by this Amended MOA shall supersede, and when timely paid, be in full and complete satisfaction of, any and all mitigation fees and amounts that would otherwise be due from the Tribe to the County for those years under this Amended MOA.

In future years, the Tribe agrees to make payments consistent with the terms outlined below.

- a) Beginning in December 2023, the total Annual Payment shall be \$750,000 (the "Initial Baseline Amount") and shall remain at this level until 4 years after the Reduced-Sized Casino and Resort is constructed and operational.
 - b) Beginning in the fifth (5th) year after the Reduced-Sized Casino and Resort is constructed and operational the total Annual Payment shall be the Baseline amount, adjusted as necessary pursuant to subsection c) below.
 - c) The Baseline Amount shall be adjusted to equal the immediately prior year's Baseline Amount plus a 2% increase.
 - d) Notwithstanding the above, and regardless of the amount of any added escalator, the total Annual Payment shall not exceed \$1.5 million for any year. Late payments remain subject to the payment of interest.
6. Any interest due under this Amended MOA shall be limited to interest imposed due to the failure to timely make payments as provided for above in Section X. (5)(d) and shall accrue as follows:
 - a) On the later of the 31st day after the due date of any payment under this Amended MOA or ten (10) days after receipt of written notice from the County following such due date, any amounts due from the Tribe shall bear interest from the scheduled payment date at a rate equal to the prime rate of interest announced by the Wall Street Journal plus 2% per annum.
 - b) Notwithstanding the payment set forth in this section, the Tribe has agreed to mitigate the off-Reservation environmental impacts

resulting from the construction of the Reduced-Sized Casino Resort Project. Many of the mitigation measures that were agreed to by the Tribe for the Original Casino Resort Project have been fully implemented, however those mitigation measures that have not been fully implemented because the Original Casino Resort Project was never built are still anticipated and will be incorporated into a Supplemental Environmental Study as set forth in Section IV (5) herein.

XV. CEQA REVIEW

1. California Environmental Quality Act (“CEQA”). Government Code § 12012.56(b)(1)(C) states that in deference to tribal sovereignty, the execution of an intergovernmental agreement between a tribe and a county or city government negotiated pursuant to the express authority of, or as expressly referenced in, the Compact shall not be deemed a project for purposes of CEQA. This Agreement is an intergovernmental agreement between the Tribe and the County negotiated pursuant to the Compact and, therefore, execution of this Agreement is not subject to CEQA.
2. This Agreement does not commit the County to implement any public improvement, or to take any action that may result in physical changes in the environment. This Agreement requires the Tribe to make mitigation payments for identified mitigation measures and programs; however, the County retains discretion to elect not to implement any or all of the specific mitigation measures and programs identified in this Agreement. In the event the County elects not to approve or implement identified mitigation measures or programs, it will meet and confer with the Tribe and re-allocate the mitigation payment provided by the Tribe to other measures designed to address the relevant impact.
3. To the extent that the County is required to comply with CEQA with respect to any improvements, programs or activities identified in related to this agreement, the County will comply with CEQA prior to approving or implementing such improvements, programs or activities, This Agreement does not restrict the County's discretion to evaluate the impacts of such improvement, programs or activities, identify and adopt mitigation for such impacts, consider and approve alternatives designed to lessen such impacts, or deny approvals necessary for such improvement, programs or activities.

XVI. Review by the Department of Interior Following Execution

1. The Tribe may submit this Amended MOA to the United States Department

of the Interior for either (a) approval pursuant to 25 U.S.C § 81 or 25 C.F.R. Part 293, or (b) a written response that this Agreement does not require approval under 25 U.S.C. § 81 or 25 C.F.R. Part 293.

2. If the Department of the Interior determines that portions of this Amended MOA violate 25 U.S.C. §81 or are otherwise invalid, the severability provisions set forth below at Section XXII (5) shall govern.

XVI. RE-OPENER PROVISIONS

1. The Parties recognize that additional impacts or events, not foreseen or compensated for in this Amended MOA, may occur and that the projected income from which the Tribe intends to pay the County fees may be negatively impacted in the future, including the possible inability to open the Reduced-Size Casino Resort Project as planned. Balancing this recognition against the Parties' need for certainty and stability with respect to this Amended MOA, the Parties agree that upon the occurrence of any of the following, either party may request the reopening of this Agreement for the purpose of negotiating amendments to it.
 - a) The Compact is amended, or a new compact entered into within the Amended MOA Term, to permit the Tribe to operate more Class III slot machines than the 2,000 machines allowed under the Tribe's current Compact, and the operation by the Tribe of such additional machines, provided that with regard to such Compact amendment or new compact, the County shall join with the Tribe in urging the State and the Governor that this Amended MOA be deemed to meet the requirements of any Intergovernmental Agreement required in such compact;
 - b) The Tribe's gross revenues declined by at least 20% over a previous year and remained at or below the prior years' revenue level for a consecutive three-year period;
 - c) A significant portion of the Tribe's Gaming Facility ceased operations for a continuous period of at least seven (7) consecutive days, due to forces entirely beyond the Tribe's control, and the Tribe's annual gross revenues during the year in which that occurred declined by more than 20% from the preceding year;
 - d) Changes have occurred with the applicable laws or rules that govern intergovernmental agreements between tribes and local governments that require modification to ensure the MOA can remain in place.
 - e) The Tribe decides to close the Dry Creek Fire Department or allow

Cal Fire Certification to lapse.

- f) New significant impacts from the Reduced-Size Casino Resort Project are identified in a Supplemental Environmental Study.
 - g) Significant increased demand of County services over and above programmed services included in the County's Adopted FY 2022-2023 budget resulting from Casino Resort Project development and or operations.
 - h) The Tribe is unable to construct the Reduced-Size Casino Resort Project.
2. Upon written request by a Party with respect to matters arising under this section, the Parties shall meet and confer in good faith to discuss such matters.
 3. The purpose of the negotiations will be to attempt to renegotiate the provisions of this Agreement in good faith so that the Parties retain substantially the same rights, levels of mitigation, and community benefits contemplated as of the date of this Amended MOA.
 4. The Tribe and the Tribe's Gaming Authority shall make relevant audited financial statements prepared by an independent accounting firm available to the County if the Tribe makes a request to reopen negotiations based upon any of the financial events listed above.
 5. Any request to renegotiate one or more terms of this Amended MOA shall be made in writing, addressed to the other Party's designated staff. The request shall specify the basis and provide documentation to support reopening the Amended MOA.
 6. If the request meets the requirements for renegotiation pursuant to this Section, the Parties shall meet within thirty (30) days from the receipt of the request and will commence to renegotiate in good faith. If agreement regarding amendment of this Amended MOA or the right to reopen is not reached after a reasonable period of time following a request to reopen, the other party may invoke the Section XVIII Dispute Resolution provisions. If the matter goes to arbitration, the arbitrator shall determine only whether a party was acting in good faith in the negotiations under the dispute resolution and reopener provisions. If the arbitrator found that a party was acting in bad faith, the Parties shall be ordered back into negotiations.

XVII. CONFIDENTIALITY

1. Any information or documents obtained, observations made, or conclusions drawn directly or indirectly under this Amended MOA, including without limitation, where the source or information comes from inspections, plan reviews, examinations of financial information, negotiations, consultations, disputes or other activities under this Agreement, shall be deemed confidential to the extent allowed under law and shall not be shared with any third party. The County shall promptly provide the Tribe notice of any Public Records Act request related to this Amended MOA and afford the Tribe, within the time limits allowed under the Act, an opportunity to seek an injunction by the Court against any such disclosure.

XVIII. DISPUTE RESOLUTION

1. Dispute Resolution. In an effort to foster good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from engaging in gaming and other activities on the Reservation, and the County is able to ensure that the off-Reservation impacts are fully mitigated, the Parties agree to the dispute resolution procedures set forth in this section.
2. Meet and Confer. The Parties shall make their best efforts to resolve claims arising under this Amended MOA by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the implementation of the terms of this Amended MOA as follows:
 - a) A Party shall give the other Party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims of breach of this Amended MOA.
 - b) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than ten (10) working days after the receipt of notice, unless the Parties agree to an extension of time
3. Mediation or Dispute Resolution. If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after either the first meeting or after any other dispute resolution; provided however, that no Party is under an obligation to agree to such voluntary mediation or other method of dispute resolution.
4. Binding Arbitration. If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after either the first meeting regarding the event giving rise to the dispute or after any other dispute

resolution, or such other extended period as the Parties may agree in writing, then the Parties may seek to have the dispute resolved by binding arbitration in accordance with the following procedures:

- a) Upon the request of a Party in writing, the dispute shall be submitted to binding arbitration in accordance with this section.
- b) The disputes to be submitted to arbitration shall be limited to claims arising under this Amended MOA, and which were subject to the meet and confer Section XVIII (2).
- c) In the event there is any dispute as to whether a matter is subject to the arbitration provisions of this Amended MOA, or any dispute concerning the scope of the matter or matters to be arbitrated, the disagreement as to whether the dispute is subject to the arbitration provisions of this Amended MOA, or the scope of such arbitration, such dispute shall be submitted to the arbitrator referenced in subsection (d) of this section.
- d) The arbitration shall be conducted before a single arbitrator in accordance with Judicial Arbitration and Mediation Services (“JAMS”) Streamlined Arbitration Rules (or such other streamlined arbitration rules as the Parties may agree, in writing), as modified by the provisions of this Amended MOA. The arbitrator shall be selected pursuant to the following terms:

The arbitrator shall be selected by the Parties. If at such time the Parties are unable to agree upon the selection of a single arbitrator, then each Party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired California Superior Court or United States District Court judge; provided, however, if either Party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, then the arbitrator selected by the other Party shall conduct the arbitration.

- e) The arbitration shall take place in any location mutually agreed upon by the Parties.
- f) The provisions of Section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrator.
- g) Each side shall bear its own costs, attorneys’ fees, and one-half the costs and expenses of the arbitrator.
- h) The decision of the arbitrator should be made within thirty (30) days

of the arbitration. The decision shall be in writing and shall give reasons for the decision.

5. Damages. The Parties agree that any monetary damages awarded or arising under this Amended MOA shall be exclusively limited to actual damages incurred based on obligations contained in this Amended MOA that have been demonstrated with substantial certainty, and which do not, in any event, exceed the amount of the annual financial contributions which the Tribe is required to make to the County under the Amended MOA. In no instance shall the Parties to this Amended MOA be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorneys' fees. The Parties agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Amended MOA.

6. Confirmation of Awards. Any Party to an arbitration in which an award has been made pursuant to this section may petition the federal District Court for the Northern District of California or, if such Court declines jurisdiction, the State Superior Court for Sonoma County, or any other court of competent jurisdiction to confirm the award, including any appellate proceedings. The Parties expressly consent to the jurisdiction of such Courts for the purpose of confirmation of such an award. An award shall be confirmed, provided that:
 - a) The award is limited to the purposes of arbitration in this section.
 - b) No person or entity other than the Parties is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party.

If an award is confirmed, judgment shall be entered in conformity with the award. The judgment so entered has the same force and effect as and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

7. Intervention. Nothing in this Amended MOA shall be construed to constitute a waiver of the sovereign immunity of the Tribe or the County with respect to intervention by any additional party not deemed an indispensable party to the proceeding.

8. Baseball Style Arbitration. Disputes arising under sections – of this Amended MOA shall be subject to “day baseball style” arbitration as defined by standard or accepted arbitration rules and procedures.

9. Confidentiality. Unless otherwise agreed by the Parties, any dispute resolution meetings or communications, or mediation, shall be in the context of settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

XIX. CONSULTATION ON MATTERS OF MUTUAL CONCERN

1. Tribal-County Meetings. The County and Tribe agree that members of the Tribal Board of Directors and their designated staff shall meet with the designated staff of the County Board of Supervisors at least once a year, beginning the year that the Amended MOU is fully executed, and as often as necessary for Tribal and County development Consultation.
2. Consultation. Consultation also shall recognize the tribes' potential need for confidentiality with respect to all tribal information shared during the consultation, to the extent allowed under the law. The Consultations shall be an opportunity to discuss items of mutual interest, build and maintain a mutually beneficial government-to-government relationship, and identify ways to work together to provide services and benefits to the Tribal community and County residents.
3. 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 arise either under this Amended MOA or regarding matters that arise outside of this Amended MOA by good faith consultation whenever possible. For purposes of this Amended MOA Consultation between the County and Tribe shall be conducted in a way that is mutually respectful of each party's sovereignty and shall protect confidentiality of the issues raised in the discussion, to the extent allowed under law.
4. Government-to-Government Notifications. In the event that the County becomes aware of an issue that is of concern to the County that arises from activities on the Tribe's Trust lands, the County shall, through County Counsel, contact the Tribe's Legal Counsel and inform them of the issue. If an immediate solution is not readily attainable, the Tribe and the County shall meet to discuss the matter and determine the best course of action, given the Tribe and the County's goal to maintain a positive and collaborative relationship. If the matter is not resolved to the satisfaction of the parties, and if it falls under the terms of this Amended MOA, the dispute can be raised in Dispute Resolution set forth in Section XVIII. above.

XX. LIMITED WAIVER OF SOVEREIGN IMMUNITY

Pursuant to General Council Resolution No. 22-09-24-MOA-001, and subject to the provisions of this section, the Tribe expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the

County, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from, or pursuant to a contract with, the Tribe or the County; or (ii) disputes between the Tribe and the County which do not specifically arise under this Amended MOA. The Tribe further agrees that exhaustion of administrative remedies, including before any tribal court, shall not be required prior to proceeding to court action under section XIV.

XXI. NOTICES

1. Notices and service of process shall be sent to the contacts listed below or to such other person or address as shall be provided in writing or by electronic mail communication (e-mail) by the party. Service of process in any judicial or arbitration proceeding is waived in favor of delivery of documents by Certified Mail - Return Receipt Requested to the following:

For the Tribe:

Tribal Chairperson
Dry Creek Rancheria Band of Pomo Indians
1450 Airport Blvd Suite 200A
Santa Rosa CA 95403
Tel: 707 814 4150

With a copy simultaneously delivered to:

Michelle LaPena (Lee)
The Circle Law Group, P.C.
930 F Street
Sacramento, CA 95814
Tel: (916) 809-8900
Counsel for the Tribe

For the County:

Sonoma County Administrator
Government Affairs Manager
575 Administration Dr. Suite 104-A
Santa Rosa, CA 95403
Tel: (707) 565 -2431

With copy simultaneously delivered to:

County Counsel
575 Administration Dr.
Santa Rosa, CA 95403
Tel: 707 565 2421

2. Notices that require immediate attention shall be provided by phone between the Chair of the Tribe, or the Tribe's designated staff, and the Chair of the Board of Supervisors, or the County's designated staff. The Tribe and the County shall provide each other with a phone list for this purpose, which shall be updated at the Consultation meetings.

XXII. MISCELLANEOUS PROVISIONS

1. Authority Over Tribal Activities. Nothing in this Agreement is intended to confer or expand the jurisdiction of any local, state or federal agency or other governmental body, nor is this Agreement intended to infringe or otherwise usurp the authority of any regulatory body including local, state, federal or Tribal agencies that may have jurisdiction over or related to Tribal activities, development or Projects. Further, nothing in this Agreement shall be construed to relieve the BIA's or Tribe's obligation to comply with the National Environmental Policy Act (NEPA) as may be required as part of any trust application or any other Project requirement. The County acknowledges that to the extent required by applicable law, activities that normally require County permitting are exempt from such requirements when they take place on the Reservation, or Tribal Trust Land due to Tribal sovereignty and preemptive, plenary federal power over Indian Affairs. The Tribe similarly acknowledges and agrees that its development projects located on fee lands located within the County's geographical boundaries shall conform to County permitting and other regulatory requirements.
2. Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, create any right on the part of a third party including, without limitation, no rights to any Interested Persons, nor does it create any private right of action for any third party nor permit any third party to bring an action to enforce any of its terms.
3. Amendments. This Agreement may be modified or amended only by mutual and written agreement of the Parties.
4. Final Agreement. This Agreement contains the entire agreement of the Parties as to the subject matter herein and supersedes any other agreements of the Parties to the contrary. The Agreement is intended both as the final expression of the agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement consistent with California Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing approved and signed by the Parties.
5. Severability of Provisions. The invalidity of any provisions or portion of this

Agreement as determined by a court of competent jurisdiction or the United States Department of the Interior shall not affect the validity of any other provisions of this Agreement or the remaining portions of the applicable provisions, unless such provision is material to the reasonable expectation of the Parties. Without limiting the foregoing, if the Agreement or any provision thereof is declared invalid by a court of competent jurisdiction or the Department of Interior, then the Parties shall use their best efforts to renegotiate the terms of the invalid provisions. In the event that the Parties are unable to successfully renegotiate the invalid terms, they shall resolve the matters at issue through the dispute resolution provisions of this Agreement which shall allow an arbitrator to modify, terminate, or rescind this Agreement in the event that material terms of this Agreement are determined to be void or are materially changed and shall apply the standards and limitations set forth in Section XVIII Dispute Resolution.

6. Force Majeure. The Parties shall not be liable for any failure to perform, or for delay in performance of a party's obligations, and such performance shall be excused for the period of the delay and the period of the performance shall be extended when a force majeure event occurs; provided however that the party whose performance is prevented or delayed by such event of force majeure shall give prompt written notice (i.e., within 72 hours of the event) of such event to the other party. For purposes of this Section, the term "force majeure" shall include, without limitation, war, epidemic, rebellion, riot, civil disturbance, earthquake, fire, flood, acts of governmental authorities, acts of God, pandemic, acts of terrorism (whether actual or threatened), acts of the public enemy and in general, any other severe causes or conditions beyond the reasonable control of the Parties, the consequences of which in each case, by exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence it would not have been able to overcome, when such an event prevents the Tribe from meeting its obligations under this Agreement due to Gaming Activities ceasing operations for an extended period or prevents the County from meeting its obligations under this Agreement due to an interruption of County government operations. An interruption of performance, or the delayed occurrence of any event, under this Agreement caused by an event of force majeure shall, as far as practical, be remedied with all reasonable dispatch. During any period in which a party is excused from performance by reason of the occurrence of an event of force majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this Agreement.

7. Governing Law. This Agreement shall be construed according to applicable federal and California substantive law to the extent not inconsistent with

the express provisions of this Agreement, unless federal law as to the Tribe or the County, or California law as to the County, prohibits such Parties from abiding by such express provision, in which case the provision will be deemed to be invalid and resolved, if possible, under the severability provisions in Section XXI(5). Notwithstanding the foregoing, California rules of construction shall be applied in interpreting this Agreement. This Agreement shall be deemed to have been drafted jointly by the Parties and shall not be construed as having been drafted by, or construed against, one party against another.

8. Obligations to Continue. Unless specifically designated otherwise, all of the Parties' obligations under this Agreement shall continue through the Term, including any extensions thereof. Notwithstanding the end of the Term, any covenant, term or provision of this Agreement which, in order to be effective, or is necessary to enforce an unfulfilled material term of this Agreement or obligation that may continue beyond the end of the Term shall survive termination.
9. Payments. Unless otherwise indicated, all payments made pursuant to this Agreement shall be made payable to the "County of Sonoma" and sent to the following address on the schedule set out above:
County of Sonoma
County Administrator's Office
Attn: Tribal Affairs
575 Administration Drive, Suite 104A
Santa Rosa, CA 95403
10. Representations. By entering into this Agreement each signatory represents that, as of the execution date, the undersigned has the authority to execute this Agreement on behalf of their respective governing bodies. Each signatory will provide written proof of such authority and ratification of the Agreement by the respective governing body as provided above.
11. Duplicate Originals. At least two copies of this Agreement shall be signed and exchanged by the Parties each of which shall be considered an original document.
12. Approval. Each Party's execution, delivery and performance of this Agreement shall be approved by resolution of each party's respective governing body, which shall provide that the party shall not enact a law impairing the rights and obligations under this Agreement.
13. Obligation on Related Entities. This Agreement binds the Parties and their departments, affiliates, agents, representatives, successors, contractors, officials, and related entities, which such Agreement shall also be reflected in a resolution of each Party's respective governing body approving the

Agreement.

IN WITNESS WHEREOF, the Parties hereby execute and enter into this Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

DRY CREEK RANCHERIA, BAND OF POMO INDIANS

Dated:

By: _____
Chris Wright,
Dry Creek Rancheria Chairperson

ATTEST:

Dated:

BETTY ARTERBERRY
Tribal Secretary

COUNTY OF SONOMA

Dated:

By: _____
Chairperson
Sonoma County Board of Supervisors

ATTEST:

Dated:

ex-officio Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Dated:

THE CIRCLE LAW GROUP, P.C.

BY: _____

MICHELLE LaPENA (LEE)
Counsel for Dry Creek Rancheria Band of Pomo
Indians

Dated:

OFFICE OF THE COUNTY COUNSEL

BY: _____

ROBERT PITTMAN, Sonoma County Counsel