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EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103

ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 5/21/2018
by C Taylor

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF YUBA
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12 WHEATLAND FIRE AUTHORITY AND
13 PLUMAS-BROPHY FIRE PROTECTION
DISTRICT,
14
Petitioners/Plaintiffs,
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v.
16 OLIVEHURST PUBLIC UTILITY
DISTRICT; OLIVEHURST PUBLIC
17 UTILITY DISTRICT BOARD OF
DIRECTORS; and DOES 1 through 20,
18 inclusive,
19
Respondents/Defendants.

Case No. CVPT18-00804
Judge:

VERIFIED PETITION FOR WRIT OF
MANDATE AND COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF

(Code Civ. Proc., §§1085, 1094.5;
Pub. Resources Code, §§21000 et seq. (CEQA))

ACTION BASED ON CALIFORNIA
ENVIRONMENTAL QUALITY ACT (CEQA)

[Deemed Verified under Code of Civ. Proc.,
§446]

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1 Petitioners and Plaintiffs Wheatland Fire Authority and Plumas-Brophy Fire Protection
2 District (collectively “Petitioners”) petition this Court to issue a Writ of Mandate pursuant to
3 Code of Civil Procedure sections 1085 and 1094.5 and submit this complaint for declaratory and
4 injunctive relief against Respondent and Defendant Olivehurst Public Utility District, its Board of
5 Directors (collectively “OPUD”) and Does 1 through 20.

6 **INTRODUCTION**

7 1. OPUD provides various public services within its service area, including water,
8 wastewater and parks and recreation. OPUD also provides fire and emergency medical services
9 within a portion of its service area.

10 2. The Wheatland Fire Authority provides fire and emergency medical services
11 within the jurisdiction of its member agencies, the City of Wheatland and the Plumas-Brophy Fire
12 Protection District.

13 3. On or about April 19, 2018, OPUD approved a memorandum of understanding
14 (“MOU”) with the Estom Yumeka Maidu Tribe of the Enterprise Rancheria (“Tribe”) to provide
15 fire and emergency medical services to property (“Property”) held by the United States of
16 America in trust for the Tribe on which the Tribe intends to construct and operate a gaming
17 facility and hotel.

18 4. The Property is located within the exclusive service area of the Plumas-Brophy
19 Fire Protection District (and therefore the Wheatland Fire Authority).

20 5. OPUD has exceeded its legal authority under California law by entering into the
21 MOU as OPUD has no authority to provide fire and emergency medical services outside of its
22 service area and within the exclusive service area of Plumas-Brophy Fire Protection District (and
23 therefore the Wheatland Fire Authority). Moreover, OPUD failed to obtain the consent of
24 Plumas-Brophy Fire Protection District and approval from the Yuba County Local Agency
25 Formation Commission (“LAFCO”) prior to entering into the MOU as required by Government
26 Code section 56133, applicable LAFCO regulations and Public Utilities Code section 16463.5(b).
27 Finally, OPUD failed to comply with the California Environmental Quality Act (“CEQA”),
28 Public Resources Code, §§ 21000 et seq., when approving the MOU.

1 **PARTIES**

2 6. Petitioner and plaintiff Plumas-Brophy Fire Protection District is, and at all times
3 relevant to this action was, a fire protection district formed under California law (Health & Saf.
4 Code, § 13800 et seq.). The Plumas-Brophy Fire Protection District is authorized to and provides
5 fire and emergency medical services within its service area. The Plumas-Brophy Fire Protection
6 District provides such services through the Wheatland Fire Authority.

7 7. Petitioner and plaintiff Wheatland Fire Authority is, and at all times relevant to
8 this action was, a joint powers agency formed under California law (Gov. Code, § 6500 et seq.).
9 The Wheatland Fire Authority’s member agencies are the City of Wheatland and the Plumas-
10 Brophy Fire Protection District. The Wheatland Fire Authority provides fire and emergency
11 medical services within the service area of its member agencies.

12 8. Respondent, defendant, and real party in interest the Olivehurst Public Utility
13 District is, and at all times relevant to this action was, a public utility district formed under
14 California law (Pub. Util. Code, § 15501 et seq.). Relevant to this action, OPUD provides fire
15 and emergency medical services within a portion of its service area.

16 9. Respondent and defendant Olivehurst Public Utility District Board of Directors is
17 the elected legislative body of the Olivehurst Public Utility District. In this petition and
18 complaint, the Olivehurst Public Utility District and the Olivehurst Public Utility District Board
19 of Directors are referred to collectively as “OPUD.”

20 10. Petitioners do not know the true names and capacities, whether individual,
21 corporate, associate or otherwise, of respondents and defendants DOES 1 through 20.

22 **JURISDICTION AND VENUE**

23 11. This Court has jurisdiction to issue a writ of mandate to set aside the MOU under
24 California Code of Civil Procedure sections 1085 and/or 1094.5.

25 12. Venue is proper in this Court because the causes of action alleged in this petition
26 arose in Yuba County.

27 13. Petitioners have performed any and all conditions precedent to filing this action,
28 including serving the California Attorney General with a copy of this Petition, providing notice of

1 this suit to OPUD (attached hereto as Exhibit A), and concurrently filing a request concerning
2 preparation of the record of administrative proceedings; and have exhausted any and all available
3 administrative remedies to the extent required by law and to the extent feasible.

4 14. This lawsuit has been commenced within the time limits imposed for this action
5 under the Code of Civil Procedure and the Public Resources Code.

6 15. Petitioners have no plain, speedy, or adequate remedy in the course of ordinary
7 law unless this Court grants the requested relief. In the absence of such remedies, the MOU shall
8 remain in effect and OPUD will provide fire and emergency services to the Property in violation
9 of applicable law.

10 **FACTUAL BACKGROUND**

11 16. On or about December 17, 2002, the Tribe and the County of Yuba ("County")
12 entered into a Memorandum of Understanding ("County MOU") regarding the Tribe's acquisition
13 of the Property and desires to construct a gaming facility and hotel. Section 5 of the County
14 MOU states:

15 5. Fire and Emergency Medical Services

16 The Tribe agrees that prior to the opening to the public of any
17 facility located on the Property, it will enter into a binding
18 agreement with the Plumas-Brophy Fire Protection District or
19 another fire protection district located within the County of Yuba,
20 or will make other private arrangements in lieu of an agreement
21 with an existing fire protection district, for the provision of fire and
22 emergency medical services arising out of the operation of the
23 Tribe's business operations on the Property. This fire district
24 agreement or other private arrangement will insure that there is an
adequate level of fire protection and emergency service available
in accordance with any and all federal, state and/or local standards
applicable. The fire district agreement or other private
arrangement described herein shall be subject to the approval of
the County, which approval shall be required prior to opening of
any facility located on the Property to the public. The County's
approval shall not be unreasonably withheld.

25 A true and correct copy of the County MOU is attached as Exhibit B and incorporated by this
26 reference.

27 17. The Plumas-Brophy Fire Protection District through the Wheatland Fire Authority
28 has had discussions with the Tribe regarding providing fire and emergency medical service to the

1 Property, and the Plumas-Brophy Fire Protection District through the Wheatland Fire Authority
2 remains willing and able to provide fire and emergency medical service to the Property.
3 However, no agreement has been executed with the Tribe.

4 18. On information and belief, the Tribe has not made any private arrangement for fire
5 and emergency medical service to the Property.

6 19. Rather, on or about April 19, 2018, OPUD approved the MOU to provide fire and
7 emergency medical service to the Property. On information and belief, OPUD did not and does
8 not intend to obtain LAFCO approval of the MOU. A true and correct copy of the MOU
9 considered and approved by OPUD is attached as Exhibit C and incorporated by this reference.

10 20. OPUD's approval of the MOU was a project under CEQA because it was a
11 discretionary approval of an activity that may cause a direct physical change in the environment,
12 including, but not limited to potentially significant effects on air quality, greenhouse gases, land
13 use, noise, public services, and traffic/transportation.

14 21. OPUD did not conduct any CEQA review before approving the MOU, provide
15 notice that a CEQA exemption or other CEQA determination would be made at the April 19,
16 2018 meeting, or file a Notice of Exemption or Notice of Determination after approving the
17 MOU.

18 22. On or about May 8, 2018, the Yuba County Board of Supervisors approved the
19 MOU pursuant to the provisions of Section 5 of the County MOU.

20 23. On or about May 17, 2018, OPUD approved receiving initial mitigation impact
21 fees for fire and emergency medical service from the Tribe in the amount of \$36,000.

22 24. On information and belief, OPUD has begun to or will begin providing fire and
23 emergency medical services to the Property once requested by the Tribe.

24 25. LAFCO is charged with periodically reviewing each municipality and special
25 district within Yuba County, and determining the sphere of influence of that municipality and
26 district, which includes setting its boundaries and establishing which services the municipality or
27 district may provide within its boundaries.

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1 26. LAFCO has established spheres of influence and service areas for the Plumas-
2 Brophy Fire Protection District and OPUD.

3 27. The Property is located within the exclusive service area of the Plumas-Brophy
4 Fire Protection District (and therefore the Wheatland Fire Authority), and the Plumas-Brophy Fire
5 Protection District (and therefore the Wheatland Fire Authority) is the exclusive service provider
6 for fire and emergency medical services within its service area.

7 28. OPUD has no authority to provide fire and emergency medical services to the
8 Property or any other Property outside of its service area, except as permitted by Government
9 Code section 56133 or other applicable law. Subject to inapplicable exceptions, Government
10 Code section 56133 requires LAFCO approval prior to approving any agreement to provide fire
11 and emergency medical services outside of an agency's service area.

12 29. OPUD failed to obtain LAFCO approval prior to approving the MOU. On
13 information and belief, OPUD has not and does not intend to obtain LAFCO approval to provide
14 services to the Property.

15 30. On information and belief, OPUD has not and does not intend to request that
16 LAFCO modify the service areas of OPUD and the Plumas-Brophy Fire Protection District (and
17 therefore the Wheatland Fire Authority) to exclude the Property from Plumas-Brophy Fire
18 Protection District's service area and include the Property in OPUD's service area.

19 31. Petitioners notified OPUD of its inability to provide fire and emergency medical
20 services to the Property. Plumas-Brophy Fire Protection District has not consented to allowing
21 OPUD to provide fire protection services to the Property.

22 **FIRST CAUSE OF ACTION**

23 **(Petition for Writ of Mandate [Code Civ. Proc., § 1085] – Violation of Government Code,**
24 **§§ 56133, 56378, 56425; Pub. Util. Code, § 16463.5 – Proceeding Without or in Excess of**
25 **Jurisdiction)**

26 32. Petitioners hereby reallege and incorporate the allegations contained in Paragraphs
27 1 through 31, inclusive.

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1 33. OPUD has also acted without, or in excess of, its jurisdiction because OPUD has
2 no legal authority to provide fire and emergency medical services outside of its service area.
3 LAFCO, as the California Legislature’s “watchdog” over municipality and special district
4 organization, determines which services a special district may provide in order to ensure that
5 there is no “wasteful duplication of services.” (*Bookout v. Local Agency Formation Com.* (1975)
6 49 Cal.App.3d. 383, 388; Gov. Code, §§ 56378, 56425.) Moreover, any agency wishing to
7 provide services outside of its service area by contract or agreement must obtain LAFCO’s
8 authority to do so. (Gov. Code, § 56133.) Section IV.E of LAFCO’s Policies, Standards and
9 Procedures implement section 56133, and this section requires LAFCO approval of any
10 agreement subject to section 56133. It further provides that any agreement executed in violation
11 of section 56133 is “null and void.” (LAFCO Policies, Standards and Procedures, § IV.E.1.b(4).)

12 34. In addition, Public Utility Code section 16463.5(b) provides, “[i]f the district
13 includes any part of a local agency which provides fire protection service to any territory in the
14 district, the district shall have no authority regarding the prevention and suppression of fires in
15 that territory, unless the district has obtained the consent of the local agency.”

16 35. LAFCO has authorized Plumas-Brophy Fire Protection District (and therefore the
17 Wheatland Fire Authority) to provide fire and emergency medical services within its service area.
18 This area includes the Property. Subject to inapplicable exceptions, Plumas-Brophy Fire
19 Protection District (and therefore the Wheatland Fire Authority) has the exclusive authority to
20 provide fire and medical emergency services within its service area. (See Health & Saf. Code,
21 § 13862; *Home Gardens Sanitary Dist. v. City of Corona* (2002) 96 Cal.App.4th 88.)

22 36. LAFCO has authorized OPUD to provide fire and emergency medical services to a
23 portion of its service area. This area does not include the Property.

24 37. LAFCO has not authorized OPUD to provide fire and emergency medical services
25 to the Property.

26 38. Plumas-Brophy Fire Protection District has not consented to allowing OPUD to
27 provide fire protection services to the Property, property within Plumas-Brophy Fire Protection
28 District’s fire protection service area, as required by Public Utilities Code section 16463.5(b).

1 39. By committing itself to provide fire and emergency medical services to the
2 Property in the MOU, OPUD has acted outside of, or without, jurisdiction granted by LAFCO
3 and in violation of Public Utility Code section 16463.5(b) and other applicable law. For this
4 reason, this Court should issue a preemptory writ of mandate, directing OPUD to either obtain the
5 consent of Plumas-Brophy Fire Protection District and necessary LAFCO approval or cease
6 providing service to the Property.

7 **SECOND CAUSE OF ACTION**

8 **(Petition for Writ of Mandate [Code Civ. Proc., § 1085] – Violation of Government Code,**
9 **§ 61333; Pub. Util. Code, § 16463.5 – Failure to Perform Ministerial Duty**

10 40. Petitioners hereby reallege and incorporate the allegations contained in Paragraphs
11 1 through 39, inclusive.

12 41. Government Code section 56133 and other applicable law requires OPUD to
13 obtain LAFCO approval prior to executing any agreement to provide fire and emergency medical
14 services outside of its service area.

15 42. In addition, Public Utility Code section 16463.5(b) provides, “[i]f the district
16 includes any part of a local agency which provides fire protection service to any territory in the
17 district, the district shall have no authority regarding the prevention and suppression of fires in
18 that territory, unless the district has obtained the consent of the local agency.”

19 43. The Property is located outside of OPUD’s service area.

20 44. OPUD has not obtained LAFCO approval for the MOU or for otherwise providing
21 fire and emergency medical services to the Property.

22 45. Plumas-Brophy Fire Protection District (and therefore the Wheatland Fire
23 Authority) provides fire and emergency medical services within its service area. This area
24 includes the Property.

25 46. OPUD has not obtained the consent of the Plumas-Brophy Fire Protection District
26 to provide fire protection services to the Property, property within Plumas-Brophy Fire Protection
27 District’s fire protection service area, as required by Public Utility Code section 16463.5(b).

28 47. In order to provide fire and emergency medical services to the Property, OPUD

1 must obtain the approval of LAFCO and consent of the Plumas-Brophy Fire Protection District.
2 OPUD's failure to do so is a failure to execute a clear, present and mandatory duty. OPUD has
3 therefore failed to perform a ministerial duty. For this reason, this Court should issue a
4 preemptory writ of mandate, directing OPUD to either obtain the consent of Plumas-Brophy Fire
5 Protection District and necessary LAFCO approval or cease providing service to the Property.

6 **THIRD CAUSE OF ACTION**

7 **(Violation of CEQA—Illegal CEQA Action [Public Resources Code, § 21168.5])**

8 48. Petitioners hereby reallege and incorporate the allegations contained in Paragraphs
9 1 through 47, inclusive.

10 49. The primary goal of CEQA is to “[e]nsure that the long-term protection of the
11 environment shall be the guiding criterion in public decisions.” (Public Resources Code,
12 § 21001(d).)

13 50. OPUD's approval of the MOU, which extends fire and emergency medical
14 services outside OPUD's service area, was a discretionary action and constituted a project that
15 was subject to CEQA. (Public Resources Code, § 21065; 14 Cal. Code of Regs., § 15378.)

16 51. OPUD's failure to conduct any CEQA review before approving the MOU to
17 provide fire and emergency medical services outside OPUD's service area constituted a
18 prejudicial abuse of discretion for failure to proceed in a manner required by law. (Public
19 Resources Code, § 21168.5.)

20 **FOURTH CAUSE OF ACTION**

21 **(Declaratory Relief)**

22 52. Petitioners hereby reallege and incorporate the allegations contained in Paragraphs
23 1 through 51, inclusive.

24 53. An actual controversy has arisen and now exists between OPUD and the
25 Petitioners, in that the Petitioners contend, and OPUD disputes, that OPUD lacks the ability to
26 provide fire and emergency medical services to the Property without the approval of LAFCO and
27 consent of Plumas-Brophy Fire Protection District.

28 54. An actual controversy has arisen and now exists between OPUD and the

1 Petitioners, in that the Petitioners contend, and OPUD disputes, that the MOU is illegal, void, and
2 *ultra vires* because the City is informed and believes and thereon alleges that OPUD is not, and
3 was not, authorized to execute the MOU and provide fire and emergency medical services to the
4 Property.

5 55. The Petitioners seek a declaration of the rights and duties of the respective parties
6 regarding the actual and existing controversies described in paragraphs 53 through 54 above.

7 56. A judicial determination of the rights and obligations of the parties hereto is
8 necessary and appropriate so that the parties may ascertain those rights and act accordingly.

9 **FIFTH CAUSE OF ACTION**

10 **(Injunctive Relief)**

11 57. Petitioners hereby reallege and incorporate the allegations contained in Paragraphs
12 1 through 56, inclusive.

13 58. Petitioners bring this action because the Petitioners, their residents and staff, and
14 the general public will suffer irreparable injury if OPUD's actions are not immediately set aside.
15 OPUD has approved the MOU and committed to providing fire and emergency medical services
16 to the Property. If OPUD is not immediately enjoined and stayed from taking further actions to
17 carry out the MOU, pending resolution of this lawsuit on its merits, Petitioners, their residents
18 and staff, and the general public will be irreparably harmed and forced to incur considerable
19 environmental and other damage. The public interest warrants the issuance of a writ of mandate,
20 a temporary restraining order and the preliminary and permanent injunctions requested by
21 Petitioners.

22 59. Petitioners have no adequate remedy at law for the injuries alleged herein in that
23 the Petitioners have exhausted all administrative remedies, and damages cannot compensate for
24 the threat that the MOU poses to Petitioners, their residents and staff, and the general public.

25 **ATTORNEYS' FEES**

26 60. Petitioners have had to employ attorneys to bring this litigation. Furthermore, the
27 Petitioners have incurred and will incur substantial attorneys' fees and litigation costs because of
28 OPUD's unlawful acts. This litigation, if successful, will result in enforcement of important

1 rights affecting the public interest. Such enforcement will confer a significant benefit on a large
2 class of persons. Petitioners are entitled to be reimbursed for its attorneys' fees and costs because
3 it is functioning as private attorneys pursuant to Code of Civil Procedure section 1021.5.
4 Petitioners are also entitled to attorneys' fees and costs pursuant to Government Code
5 section 800.

6 **PRAYER**

7 WHEREFORE, Petitioners pray for judgment as follows:

8 **ON THE FIRST AND SECOND CAUSES OF ACTION**

9 1. For a preemptory writ of mandate under Code of Civil Procedure section 1085
10 directing OPUD to cease all activities related to the MOU and comply with applicable law to
11 obtain the necessary approval of LAFCO and consent of Plumas-Brophy Fire Protection District
12 if OPUD intends to provide fire and emergency medical services to the Property.

13 **ON THE THIRD CAUSE OF ACTION**

14 2. For a preemptory writ of mandate directing OPUD to set aside and withdraw its
15 approval of the MOU and refrain from granting any further approvals until OPUD fully complies
16 with the requirements of CEQA.

17 **ON THE FOURTH CAUSE OF ACTION**

18 3. That this Court declare that OPUD lacks the ability to provide fire and emergency
19 medical services to the Property without the approval of LAFCO and consent of Plumas-Brophy
20 Fire Protection District.

21 4. That this Court further declare that the MOU is illegal, void, and *ultra vires*
22 because OPUD is not, and was not, authorized to execute the MOU and commit to providing fire
23 and emergency medical services to the Property.

24 5. That this Court further declare that OPUD has not complied with the requirements
25 of CEQA with respect to approving the MOU.

26 **ON THE FIFTH CAUSE OF ACTION**

27 6. That this Court issue a temporary restraining order, a preliminary injunction, and a
28 permanent injunction preventing OPUD from taking any action in furtherance of the MOU,

1 including, providing fire and emergency medical services to the Property.

2 **ON ALL CAUSES OF ACTION**

3 7. For an award of attorney's fees incurred in this matter as permitted or required by
4 law;

5 8. For Petitioners' costs of suit incurred herein; and

6 9. For such other and further relief as the Court deems just and proper.

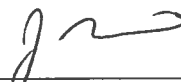
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8 Dated: May 21, 2018

BEST BEST & KRIEGER LLP

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By: 

HARRIET A. STEINER
ANDREW M. SKANCHY
JOSHUA NELSON
Attorneys for Petitioners/Plaintiffs

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EXHIBIT A

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EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103

7 Attorneys for Petitioners/Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YUBA

WHEATLAND FIRE AUTHORITY AND
PLUMAS-BROPHY FIRE PROTECTION
DISTRICT,

Petitioners/Plaintiffs,

v.

OLIVEHURST PUBLIC UTILITY
DISTRICT; OLIVEHURST PUBLIC
UTILITY DISTRICT BOARD OF
DIRECTORS; and DOES 1 through 20,
inclusive

Respondents/Defendants.

Case No.
Judge:

NOTICE TO ATTORNEY GENERAL OF
CEQA ACTION

(CEQA)

(Petition Filed: May 21, 2018)

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TO THE ATTORNEY GENERAL OF THE STATE OF CALIFORNIA:

PLEASE TAKE NOTICE, pursuant to Public Resources Code section 21167.7 and Code of Civil Procedure section 388, that on May 21, 2018, Petitioners and Plaintiffs Wheatland Fire Authority and Plumas-Brophy Fire Protection District (collectively "Petitioners") filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relieve ("Petition") under, among other things, the California Environmental Quality Act ("CEQA") against Respondent and Defendant Olivehurst Public Utility District and its Board of Directors (collectively "OPUD") in the Superior Court of the State of California, County of Yuba. The Petition alleges, among other things, that OPUD violated CEQA, Public Resources Code sections 21000 et seq., by approving a memorandum of understanding with the Estom Yumeka Maidu Tribe of the Enterprise Rancheria ("Tribe") to provide fire and emergency medical services to property held by the United States of America in trust for the Tribe on which the Tribe intends to construct and operate a gaming facility and hotel ("Project"). Respondents approved the Project without any environmental review under CEQA.

A copy of the Petition is attached to this notice as Exhibit "A."

Dated: May 21, 2018

BEST BEST & KRIEGER LLP

By: 

HARRIET A. STEINER
ANDREW M. SKANCHY
JOSHUA NELSON
Attorneys for Petitioners/Plaintiffs

PROOF OF SERVICE

At the time of service I was over 18 years of age and not a party to this action. My business address is 500 Capitol Mall, Suite 1700, Sacramento, California 95814. On May 21, 2018, I served the following document(s):

NOTICE TO ATTORNEY GENERAL OF CEQA ACTION

- By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.
- By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below (specify one):
 - Deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
 - Placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Sacramento, California.

- By personal service.** At ____ a.m./p.m., I personally delivered the documents to the persons at the addresses listed below. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an Individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.
- By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a professional messenger service for service. A Declaration of Messenger is attached.
- By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

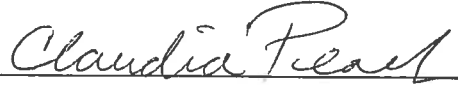
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By e-mail or electronic transmission. Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Xavier Becerra
Attorney General of the State of California
1300 "I" Street
Sacramento, CA 95814-2919

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **May 21, 2018**, at Sacramento, California.



Claudia Peach

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

BETWEEN THE ESTOM YUMEKA MAIDU TRIBE,

ENTERPRISE RANCHERIA AND THE COUNTY OF YUBA

This Memorandum of Understanding (hereinafter "Agreement") is made this 17th day of December, 2002, between the County of Yuba, California, (hereinafter "the County") and the Estom Yumeka Maidu Tribe, Enterprise Rancheria (hereinafter, "the Tribe").

RECITALS

WHEREAS, the Tribe is a federally recognized Indian Tribe which has been recognized by the Government of the United States, continuously, since 1915; and

WHEREAS, the Tribe is in need of land for tribal economic development purposes and the Tribe intends to acquire and purchase land located in the County and use that land for operation of a destination resort hotel, gaming enterprise and ancillary facilities within the terms of the Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 et seq.; and

WHEREAS, the Yuba County Sports Entertainment Zone, consisting of some 900 acres, is an area of land located in the County which has been zoned for purposes of sports and entertainment, including racing, hotels and other compatible uses; and

WHEREAS, it has been determined by the County of Yuba Board of Supervisors that the proposed destination resort hotel, gaming enterprise, and ancillary facilities would be consistent with both the County of Yuba General Plan and the current zoning for the Property, which is zoned for sports and entertainment pursuant to County Measure R, a ballot initiative approved by County voters in January, 1998 ("Measure R"); and

WHEREAS, the Tribe has entered into an agreement with Yuba County Entertainment, LLC, to purchase 40 acres of land located within the aforesaid sports and entertainment zone in order to develop a tribal resort hotel and gaming facility, and the Tribe has applied to the United States to have the United States accept title to the land in trust for the benefit of the Tribe; and

WHEREAS, a ruling on the Tribe's trust acquisition application constitutes a federal discretionary action subject to the National Environmental Policy Act (NEPA); and

WHEREAS, the County is prepared to support the Tribe's trust acquisition

application only if the County is assured that anticipated detrimental impacts to the County and the surrounding communities can be mitigated through a binding and enforceable agreement between the County and the Tribe, and the Tribe is willing to enter into such a binding and enforceable agreement;

NOW, THEREFORE, the County and the Tribe agree to the following:

1. Land To Be Taken Into Trust

The Tribe has requested that the United States take into trust for its benefit the parcel of land identified by the legal description attached hereto in Exhibit A, consisting of 40 acres, hereinafter referred to as "the Property."

By way of this Memorandum of Understanding the Tribe agrees that should the Property be taken into trust for its benefit, the Tribe will construct and operate a resort hotel and gaming facility along with related ancillary facilities such as restaurants, parking, etc. The Parties to this Memorandum of Understanding agree that should the Property not be taken into trust for the benefit of the Tribe, this Memorandum of Understanding shall be null and void in its entirety.

2. Payments In Lieu Of Taxes

The Parties recognize and agree that the Tribe will require a number of services from the County including, but not limited to, law enforcement services from the Yuba County Sheriff's Department. The Parties further recognize that operation of a resort hotel and gaming facility and related businesses on the Property will result in a number of impacts to the County services and an increased financial burden to County. The Parties recognize and agree that although the Tribe and its trust Property would be exempt from County taxation, it is in the interest of both Parties to insure a regular and sufficient revenue stream from the Tribe to the County to enable the County to provide such services and to be able to meet the increased burdens resulting from the Tribe's operation of a resort hotel and gaming facility. It is the intent of the County and the Tribe that, to the fullest extent possible, the Tribe will bear the same financial burdens as would any other non-Indian business in the County. To this end, the Tribe agrees to pay to the County the following payments in lieu of taxes:

(a) Development Costs

The Tribe agrees to pay, in lieu of the ordinary development fees that would be required under Title 13.15.030 of the Yuba County Ordinance Code, the sum of \$697,120.00 as an initial, one-time payment, to be paid before commencement of construction activities, including any grading work. It is agreed and understood that this payment is in lieu of development fees and does not constitute a submission by the Tribe to the jurisdiction of the County or to any provision of the Yuba County Ordinance Code.

(b) Ongoing Revenue Stream

For purposes of this section, operation of the destination resort hotel, gaming enterprise or ancillary facilities shall be deemed to begin once any such business entity on the Property is opened to the public.

The Tribe further agrees to pay, in lieu of taxes, the following annual amounts on a quarterly basis, commencing 90 days after the date that the Tribe begins operation of the destination resort hotel, gaming enterprise or ancillary facilities on the subject Property.

First Year of Operation	\$800,000.00
Second Year of Operation	\$1,000,000.00
Third Year of Operation	\$1,400,000.00
Fourth Year of Operation	\$2,200,000.00
Fifth Year of Operation	\$3,400,000.00
Sixth Year of Operation	\$5,000,000.00

Commencing on the seventh year of operation, the Tribe will pay to the County the sum of \$5,000,000.00, adjusted by the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area ("CPI") over the amount paid by the Tribe for the sixth year ("the Base Year"). Thereafter, throughout the remainder of this Agreement, the Tribe will continue to pay the County on a quarterly basis, annual payments equal to the amount paid in the previous year, adjusted by the CPI. Through the sixteenth year of operation, regardless of the actual CPI for the particular year, the amount of the percentage increase applied pursuant to the section shall not exceed four percent (4%). Commencing with the seventeenth year of operation, the amount shall continue to be adjusted by the CPI pursuant to this section without such four percent (4%) limitation; however, there shall be no retroactive increases beyond the annual increase of the CPI from the previous year even if such increases exceeded 4% in any given year between the seventh and sixteenth years of operation.

In the event that the Tribe, in good faith, concludes that the County has failed to employ adequate personnel or acquire adequate equipment to provide law enforcement services to the Tribe at the proposed resort hotel, gaming facility and ancillary facilities on the Property at a level at least equal to that provided to the County as a whole, the Tribe may withhold up to the sum of \$565,000.00, in 2003 dollars, from amounts due from the Tribe to the County under this Agreement. Such withholding may occur, if at all, on an equal quarterly basis, but such withheld amounts shall not exceed the sum total of \$565,000.00 in 2003 dollars in any twelve (12) month period. If the County disagrees with the Tribe's conclusion, the dispute shall be resolved in the same manner as other disputes are resolved and as otherwise provided in this Agreement. In the event the Tribe's conclusion is found to be erroneous, the Tribe will immediately pay all sums found to be erroneously withheld to the County plus simple annual interest at the rate of 7%, calculated from the date the amount was erroneously withheld until paid.

It is agreed and understood between the Tribe and the County that the intent of the Parties is that the County will provide law enforcement services to the Property which are at

least equal to those provided to the County as a whole, and that as of the date of the execution of this Agreement, to do so would require the addition of enough personnel and equipment for one additional deputy per shift.

3. Building, Planning, Health and Safety Coordination

The Parties recognize that pursuant to federal law, once the Property is taken into trust by the United States for the benefit of the Tribe, most state and local laws and ordinances would not be applicable to activities conducted on the Property. Both Parties to this Agreement agree to work together in a cooperative and good faith manner to the benefit of both governments to insure public health and safety as follows:

1. The Tribe shall adopt and comply with standards no less stringent than state public health standards for food and beverage handling, and shall provide a copy of said standards to the County. The Tribe will allow inspection of food and beverage services by County health inspectors during normal hours of operation upon 24 hours advance notice to assess compliance with the standards. Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of County health inspectors; however, any violations of the standards described herein shall be treated as a violation of this Agreement.

2. The Tribe shall adopt and comply with standards no less stringent than water quality and safe drinking water standards applicable in California, by operation of either state or federal law, and shall provide a copy of said standards to the County. The Tribe will allow inspection and testing of water quality by County health inspectors during normal hours of operation upon 24 hours advance notice to assess compliance with these standards. Nothing herein shall be construed as a submission of the Tribe to the general jurisdiction of County inspectors; however, any violations of the standards described herein shall be treated as a violation of this Agreement.

3. The Tribe shall adopt and comply with building standards no less stringent than applicable building codes, fire codes, plumbing, electrical and related codes applicable in the County of Yuba by either state law or County codes, as would apply to the construction of any similar buildings or facilities located elsewhere in the County of Yuba. The Tribe shall provide the County with a copy of said standards. The Tribe shall allow inspection by County building inspectors during construction upon 24 hours advance notice. Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of the County building inspectors; however, any violations of the standards described herein shall be treated as a violation of this Agreement.

4. The Tribe shall adopt and comply with standards no less stringent than any County ordinances and California state laws dealing with fire safety pertaining to the operation of the resort hotel, gaming facility and ancillary facilities. The Tribe shall provide a copy of said standards to the County. The Tribe shall allow access by the County Fire Marshall or an appropriate designee fire inspector, during normal hours of operation upon 24 hours advance notice, to assess compliance with the standards. Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of the County Fire Marshall, or his designee;

however, any alleged violation of the standards provided for herein shall be treated as a violation of this Agreement.

4. Law Enforcement

Pursuant to federal law, the County does not have jurisdiction over the Tribe. In the spirit of comity between two governments, the County and the Tribe wish to develop procedures by which the County may obtain records and documents necessary for its criminal investigations which may be in the possession of the Tribe. The Tribe shares the County's interest in preventing, detecting and prosecuting crimes which may be committed against the Tribe, its members, personnel, business entities or patrons. Therefore, if the District Attorney for the County of Yuba or the County of Yuba Sheriff's Department desire to obtain records or documents, including but not limited to any video recordings, electronic media and/or any other documents from the Tribe for use in prosecuting crimes over which the State of California has jurisdiction pursuant to Public Law 280, the Sheriff or District Attorney may obtain such evidence, provided that it would lawfully be able to obtain such evidence by subpoena from an entity or individual other than an Indian tribe, by serving upon the person designated by the Tribe for this purpose a written request therefor, specifying the reason the records or documents are requested. The Tribe shall respond to all such requests by either, at its option, providing the requesting Party with the documents or copies thereof, or permitting the requesting Party's agents or employees to copy such evidence under the supervision of the Tribe. At the request of the Sheriff or District Attorney, the Tribe shall certify the authenticity and accuracy of any copies or materials provided or made available for inspection and copying. If records are sought in connection with the investigation of any employee of the Tribe relating to public benefits, the written request shall include a redacted copy of the page of the welfare application that clearly indicates that employment records for individuals seeking public assistance were subject to review by county officials.

Nothing in this Agreement does or is intended to create County or State jurisdiction over the Tribe. This Section 4 of this Agreement does not waive the Tribe's sovereign immunity nor any of the rights or remedies available to the Tribe at law for violations of its rights. Any disputes between the County and the Tribe relating to this Section 4 shall be subject to the dispute resolution provisions of Section 12 of this Agreement. Nothing in this section shall be construed as in any way limiting the jurisdiction of County law enforcement authorities under Public Law 280.

5. Fire and Emergency Medical Services

The Tribe agrees that prior to the opening to the public of any facility located on the Property, it will enter into a binding agreement with the Plumas-Brophy Fire District or another fire protection district located within the County of Yuba, or will make other private arrangements in lieu of an agreement with an existing fire protection district, for the provision of fire and emergency medical services both on the Property as well as any emergency medical services arising out of the operation of the Tribe's business operations on the Property. This fire district agreement or other private arrangement will insure that there is

an adequate level of fire protection and emergency service available in accordance with any and all federal, state and/or local standards applicable. The fire district agreement or other private arrangement described herein shall be subject to the approval of the County, which approval shall be required prior to opening of any facility located on the Property to the public. The County's approval shall not be unreasonably withheld.

6. Prevailing Wage

The Tribe shall adopt and comply with an ordinance regarding payment of prevailing wages substantially similar to prevailing wage ordinances now in effect for construction operations within the County of Yuba. The Tribe shall provide a copy of said ordinance to the County. Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of the County; however, a violation of this provision shall be construed as a violation of this Agreement.

7. Workplace, Health, Safety, and Fair Employment Practices

The Parties anticipate that the Tribe will conduct Class III gaming on the Property subject to the provisions of the model compact now in effect between the State of California and other Indian tribes conducting gaming operations in California. It is the Parties' intent, by way of the following sections, to further agree that the Tribe's operations of Class III gaming on the subject premises will be subject to the same workplace health, safety and fair employment rules as set forth in the model compact such that even if the model compact is amended or modified by the State of California in its ongoing negotiations with tribal interests, that the following terms will remain applicable as to the operations governed by this Agreement. To this end, the Tribe agrees to the following:

1. Prior to opening to the public any business operations on the Property, the Tribe will adopt and comply with standards no less stringent than federal work place and occupational health and safety standards. The Tribe will provide a copy of said standards to the County. The Tribe will allow inspection of the facility's work places by state inspectors, during normal business hours of operation, to assess compliance with the standards, unless inspections are regularly made by an agency of the United States Government to insure compliance with federal work place and occupational health and safety standards. Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of such state inspectors; however, any alleged violation of the standards shall be treated as alleged violations of this Agreement.

2. The Tribe shall adopt and comply with standards that are no less stringent than federal laws and state laws forbidding employers from discriminating in the employment of persons who work for the Tribe's business operation conducted on the Property on the basis of race, color, religion, national origin, gender, sexual orientation, age or disability; provided that nothing herein shall preclude the Tribe from giving a preference in employment to Native Americans and Yuba County residents, pursuant to a duly adopted Tribal ordinance. The Tribe will provide a copy of any such ordinance to the County.

3. The Tribe shall adopt and comply with standards that are no less stringent than state laws prohibiting a gaming enterprise from cashing any check drawn against a federal, state, county or city fund including, but not limited to, social security, unemployment insurance, disability payments or public assistance payments. The Tribe will provide a copy of said standards to the County.

4. The Tribe shall adopt and comply with standards that are no less stringent than state laws, if any, prohibiting a gaming enterprise from providing, allowing, contracting to provide, or arranging to provide alcoholic beverages, or food or lodging for no-charge or at reduced prices at a gaming establishment or lodging facility as an incentive or enticement. The Tribe will provide a copy of said standards to the County.

5. The Tribe shall adopt and comply with standards that are no less stringent than state laws, if any, prohibiting the extensions of credit. The Tribe will provide a copy of said standards to the County.

6. The Tribe shall participate in State of California statutory workers' compensation system, or, in lieu thereof, the Tribe may create and maintain a system that provides redress for employees' work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, availability of an independent medical examination, right to notice and hearings before an independent tribunal, a means of enforcement against the employer, and benefits comparable to those mandated for comparable employees under state law. The Tribe shall further insure that any independent contractor doing business with the Tribe must comply with all state workers' compensation laws and obligations.

7. The Tribe agrees that its business operations conducted on the Property will participate in the State of California program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at the business facilities located on the Property, including compliance with the provisions of the California Unemployment Insurance Code. The Tribe consents to the jurisdiction of the state agencies charged with the enforcement of that Code and of the court of the State of California for the purposes of such enforcement.

8. As a matter of comity, with respect to persons employed at the Tribe's business facilities located on the Property, other than members of the Tribe, such business operations shall withhold all taxes due to the State as provided in the California Unemployment Insurance Code and the Revenue and Taxation Code and shall forward such amounts as provided in said codes to the State.

9. With respect to the ongoing operations of the Tribe's resort hotel, gaming facility and ancillary facilities, the Tribe shall adopt and comply with employee wage standards no less stringent than the requirements of the Fair Labor Standards Act (FLSA) (29 U.S.C. § 201-219) and California minimum wage laws as provided for in Labor Code sections 1182 et

seq. and related California administrative regulations (8 Cal.Code Regs. Section 11000 et seq.)
The Tribe will provide a copy of said standards to the County.

8. Minimum Gambling and Drinking Ages

The Tribe shall not allow Class II or Class III gambling to be conducted in any of its business operations on the Property by persons who are under 21 years of age.

The Tribe shall not serve alcohol in any of its business operations on the Property to individuals under 21 years of age.

9. Problem Gambling

The Tribe shall make a contribution of no less than \$60,000.00 per year to a charitable organization dedicated to the treatment and prevention of pathological gambling disorders and which is located and/or providing services within Yuba County. The recipient organization shall be determined by mutual agreement between the Tribe and the County.

10. Indemnification

The Tribe agrees that, to the fullest extent permissible by law and to the extent such Claims do not arise as a result of the County's negligence or other misconduct, the Tribe will defend, indemnify and hold the County harmless from any and all third party claims, demands, actions, causes of action, losses, liabilities, or costs (including reasonable attorney fees) ("Claims") arising out of or related to the third party challenge or action taken against the County as a result of any action by the County undertaken to enter into, approve, ratify, or adopt this Agreement or as a result of the Tribe's development, construction or operation of a resort hotel and gaming operation that is in material violation of the Tribe's obligations to the County under this Agreement

For those matters where the County seeks to invoke this indemnification provision, the County shall immediately notify the Tribe of any Claims being made by any third party against the County, and the Tribe shall have the right in consultation with the County, on how to handle and direct a response to such third party Claims. Upon the County tendering its defense to the Tribe, the Tribe shall retain outside counsel to defend the County in any such matter, and the Tribe shall have the right to direct and control all litigation, including the decision on whether to enter into a monetary settlement. Any decision to settle on a non-monetary basis a dispute for which the Tribe is responsible to indemnify and defend the County shall be made jointly by the Tribe and the County.

Notwithstanding the above, nothing in this provision shall preclude the County Counsel's Office to be associate counsel on behalf of the County and to participate as such in any legal processes or proceedings or to be a member of any such defense team.

11. Future Acquisition of Contiguous Parcels

The Tribe shall not file an application with the Secretary of the Interior for trust acquisition of any parcel of land contiguous to the Property unless the Tribe and the County have entered into a separate written Memorandum of Understanding concerning such contiguous parcel or parcels.

12. Dispute Resolution Provisions

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

1. In the event that either Party believes that a violation of this Agreement has occurred, or is occurring, that Party will provide written notice to the other Party setting forth, with specificity, the issues to be resolved.

2. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of notice set forth above unless both Parties agree in writing to an extension of time.

3. If the dispute is not resolved to the satisfaction of the Parties within 30 calendar days after the first meeting, then either Party may seek to have the dispute resolved by a panel of three arbitrators in accordance with the following procedures:

1. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

2. The arbitration shall be held in Sacramento, California, unless otherwise agreed. The arbitrators shall be empowered to grant compensatory, equitable and declaratory relief. The provisions of California Code of Civil Procedure section 1283.05 are incorporated into, and made a part of this Agreement; provided, however, that no discovery authorized by said section may be conducted without leave of the arbitrator, who shall decide to grant leave based on the need of the requesting Party and the burden of such discovery in light of the nature and complexity of the dispute.

3. If either Party requests an oral hearing, the arbitrators shall set the matter for hearing. Otherwise, the arbitrators shall decide whether to set the matter for hearing.

4. The resulting award shall be in writing and give the reasons for the decision. The costs and expenses of the American Arbitration Association and the arbitrators shall be shared equally by and between the Parties unless the arbitrators rule otherwise.

5. The Parties consent to entry of any judgment by the arbitrators and judicial enforcement of any award in arbitration in the Superior Court for Sacramento County.

This section may not be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, mediation, provided that neither Party is under an obligation to agree to such alternative method of dispute resolution.

In the event that either Party to this Agreement concludes, in good faith, that the other Party is in material breach, or is about to commit a material breach, of this Agreement with potential to cause irreparable harm or significant danger to the public, and that circumstances require immediate relief, that Party may seek an immediate hearing before a three-person arbitration panel without first exhausting the requirement of this section 12 to meet and confer. In such case, both Parties to this Agreement shall take all reasonable actions to expedite a hearing before the arbitration panel.

13. Limited Waiver of Sovereign Immunity

The Tribe expressly and irrevocably waives its 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 arises out of this Agreement or the activities undertaken by the Tribe pursuant to this Agreement. The Tribe consents hereby to the jurisdiction of the courts of the State of California for the purpose of enforcing any arbitration award with respect to any dispute arising out of this Agreement against the Tribe, and in favor of the County, as is set forth above.

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

(a) Monetary Awards

The enforcement of any monetary award and/or damages; provided that the arbitrators and/or the court will have no authority or jurisdiction to order the execution against any existing assets or revenues of the Tribe except undistributed or future net revenues or accounts receivable, both as defined by generally accepted accounting principles, of the gaming facility or hotel that are the subject of this Agreement.

(b) Enforcement of Determinations

The enforcement of a determination by arbitrators or a court that the Tribe has breached this agreement.

(c) Injunctive Relief and Specific Performance

The enforcement of a determination by arbitrators or a court that prohibits the Tribe from taking any action or requires the Tribe to take such actions in performance of its obligations pursuant to the terms of this Agreement.

The Tribe does not waive its sovereign immunity with respect to actions by third Parties.

The Tribe will adopt a tribal resolution providing for a limited waiver of sovereign immunity to the extent as is set forth in this section and will provide a copy of said resolution to the County.

14. Reopen Provision

Either Party may request that the other Party renegotiate one or more of the terms of this Agreement if, and only if: (1) there is a significant change that directly or indirectly relates to the Party's expectations under this agreement; (2) that change materially impacts that Party; (3) that change could not have been reasonably anticipated at the time of entering into this Agreement. Such changes may include, but are not limited to, a change in state or federal law relating to gaming on Indian lands or ending the prohibition on Class III Gaming outside of Indian Country in California, a change in the financial obligations of the Tribe to the State under the tribal-state compact, a reduction in the scope of gaming on Indian lands mandated by federal or state law, or a change in state law or in the state's manner of doing business that increases the costs and responsibilities of the County, which increased costs or responsibilities are related to or arise out of the Tribe's operation of a resort hotel and gaming facility.

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

If the request is determined to meet the requirements for renegotiations pursuant to this section, the Party will commence to renegotiate in good faith. However, except for the obligations to renegotiate as is set forth in this section, neither Party is obligated to agree to a new Agreement or to any new terms or conditions as a result of the renegotiations process.

If, due to force majeure, an Act of God, or valid business reason excluding labor disputes, all commercial operations within the Property are ceased, the Tribe's obligations to make payments pursuant to Section 2 of this Memorandum of Understanding shall be suspended as of the date of such cessation of all commercial operations until such time as commercial operations are again commenced on the Property. Nothing in this paragraph shall impact the Tribe's liability for payments which became due and payable prior to the date commercial operations are ceased.

15. Termination Upon Land Going Out Of Trust

In the event that the Property is removed from trust or protected status such that the Property is no longer held in trust by the United States of America for the benefit of the

Tribe, or otherwise would no longer constitute Indian Country as that term is understood pursuant to federal law, the provisions of this Memorandum of Understanding would become void as of that date as to any further obligations of the Tribe for the payment of any amounts which would become due and payable to the County after the date that the Property is removed from trust or Indian Country status.

1. Notice

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

For the Tribe:

Tribal Chairman
Enterprise Rancheria
1940 Feather River Blvd., Suite B
Oroville, CA 95965

And to:

California Indian Legal Services
510 16th St., Suite 401
Oakland, CA 94612

For the County:

Yuba County Administrator
215 Fifth Street, 3rd Floor
Marysville, CA 95901

And to:

Yuba County Counsel
215 Fifth Street, 3rd Floor
Marysville, CA 95901

2. No Third Party Beneficiary

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

3. Approval By The Department Of Interior

The Parties shall submit this Agreement to the Department of Interior for either (a) approval pursuant to 25 U.S.C. § 81, or (b) a written response from the Department of Interior that this Agreement does not require approval under 25 U.S.C. § 81 to be enforceable. The County's signature to this Agreement and the County's willingness to support the Tribe's trust application in the form of a letter as attached hereto as Exhibit B is expressly contingent upon approval of this Agreement pursuant to 25 U.S.C. § 81 or a determination that approval is not required. The County therefore reserves the right to withdraw its support for the application of the Tribe if this Agreement is rejected by the Department of Interior as unacceptable and/or unenforceable.

4. County Obligation

In return for the covenants of the Tribe as set forth above, the County agrees to support the Tribe's application to have the land taken into trust by way of the letter set forth in Exhibit B to the United States Department of Interior, to be delivered upon approval of this Memorandum of Understanding.

50 Successors In Interest

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

60 Entire Agreement

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

DATE:

ESTOM YUMEKA MAIDU TRIBE
ENTERPRISE RANCHERIA

By 
HARVEY ANGLE, Chairperson

DATE: 12-17-02

COUNTY OF YUBA

BY Al Amaro
AL AMARO, Chairman
Board of Supervisors

APPROVED BY COUNSEL FOR THE TRIBE.

DATE: 12/23/02

BY J. E. Cohen
JAMES E. COHEN, ESQ.

APPROVED BY COUNSEL FOR THE COUNTY

DATE: 12-20-02

BY Daniel Montgomery
DANIEL MONTGOMERY, ESQ.

That parcel of land lying within the northeast quarter of Section 22, T. 14 N., R. 4 E., M.D.B.&M. in Yuba County, California and being described as follows:

Commence at the quarter section corner common to said Section 22 and Section 15, T. 14 N., R. 4 E., M.D.B.&M. and being marked by a brass monument stamped LS3341 in a monument well as shown on Record of Survey No. 2000-15, filed in Book 72 of Maps, page 34, Yuba County Records; thence South $0^{\circ} 28' 11''$ East, along the line dividing said Section 22 into east and west halves, 2650.73 feet to a brass monument stamped LS3341 in a monument well as shown on said Record of Survey No. 2000-15 and marking the center of said Section 22; thence North $89^{\circ} 31' 24''$ East, 65.00 feet to a point on the east right-of-way line of Forty Mile Road; thence North $0^{\circ} 28' 11''$ West, along said east right-of-way line of Forty Mile Road, 45.53 feet to the POINT OF BEGINNING; thence from said point of beginning continue along said east right-of-way line of Forty Mile Road the following courses and distances: North $0^{\circ} 28' 11''$ West, 1133.70 feet; thence North $5^{\circ} 14' 27''$ East, 50.25 feet; thence North $0^{\circ} 28' 11''$ West, 136.91 feet; thence leaving said east right-of-way line of Forty Mile Road run North $87^{\circ} 59' 10''$ East, 1315.48 feet; thence South $0^{\circ} 28' 11''$ East, 1320.48 feet; thence South $87^{\circ} 59' 10''$ West, 1320.48 feet to the point of beginning and containing 40.00 acres more or less.

The Honorable Gale Norton
Secretary, Department of Interior
1849 C St., NW
Washington, DC 20240

Date

Re: Enterprise Rancheria Trust Application

Dear Secretary Norton:

On (insert date of Board action) the County of Yuba, through its Board of Supervisors, entered into a formal binding Memorandum of Understanding with Enterprise Rancheria, a federally recognized Indian tribe, regarding the Tribe's application for trust acquisition of a 40-acre parcel of land within the County. Enterprise Rancheria seeks to have the land taken into trust for gaming purposes consistent with the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, et seq. The County has found that the Tribe's proposed uses of the property which is the subject of the trust application are consistent and compatible with the County's general plan and the zoning of the property.

The County and the Tribe negotiated in good faith over a period of months to arrive at the Memorandum of Understanding, and have arrived at an agreement which more than adequately mitigates all anticipated impacts of the proposed development. The Memorandum of Understanding will compensate the County for the loss of tax revenues resulting from the anticipated trust acquisition and provide revenue to support public services to the property. In addition, the agreement creates a framework for government-to-government cooperation, ensuring the public health, safety and welfare of the public as well as of the Tribe's employees.

The Board of Supervisors of Yuba County has determined that a resort hotel and gaming establishment on the subject property would be in the best interest of, and not detrimental to, the surrounding community and Yuba County as a whole. We therefore respectfully request that you approve the application of Enterprise Rancheria to have the subject parcel taken into trust status for the benefit of the Tribe, for gaming purposes.

Very truly yours,

COUNTY OF YUBA

By:



Enterprise Rancheria

Estom Yumeka Maidu Tribe

1940 Feather River Blvd., Suite B
Oroville, CA. 95965-5723

PH: (530) 532-9214
FAX: (530) 532-1768
Email: eranch@cncnet.com

RESOLUTION OF THE ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA REGARDING LIMITED WAIVER OF SOVEREIGN IMMUNITY AND APPROVAL OF MOU WITH COUNTY OF YUBA

RESOLUTION NO. 02-27

- WHEREAS: The Estom Yumeka Maidu Tribe of Enterprise Rancheria ("the Tribe") is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and
- WHEREAS: The Tribe has entered into a purchase and sale agreement regarding forty acres of land ("the Property") in southern Yuba County and has applied to the United States government to take the Property into trust for the Tribe's benefit; and
- WHEREAS: The Tribe intends to conduct Class II and Class III gaming, as defined by the Indian Gaming Regulatory Act of 1988, P.L. 100-497, 25 U.S.C. §§ 2701 *et seq.*, on the Property; and
- WHEREAS: In return for the support of the County of Yuba for the Tribe's fee-to-trust application for the Property, the Tribe has negotiated a Memorandum of Understanding with the County; and
- WHEREAS: Pursuant to Article VI, Section 1 of the Constitution of the Enterprise Rancheria, the Tribal Council has the power to negotiate agreements and to provide a limited waiver of sovereign immunity for business purposes by a two-thirds (2/3) vote; and
- WHEREAS: In order to provide a binding and enforceable agreement between two sovereign entities, the Tribe has agreed to a limited waiver of sovereign immunity in the Memorandum of Understanding, as set forth below, applicable only pursuant to the terms of the Memorandum of Understanding approved by the Yuba County Board of Supervisors on December 17, 2002:

Limited Waiver of Sovereign Immunity

The Tribe expressly and irrevocably waives its 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 arises out of this Agreement or the activities undertaken by the Tribe pursuant to this Agreement. The Tribe consents hereby to the jurisdiction of the courts of the State of California for the purpose of enforcing any arbitration award with respect to any dispute arising out of this Agreement against the Tribe, and in favor of the County, as is set forth [in the Memorandum of Understanding].

The Tribe's waiver of sovereign immunity from suit is specifically

limited to permitting, and does permit, the following actions and judicial remedies:

(a) Monetary Awards

The enforcement of any monetary award and/or damages; provided that the arbitrators and/or the court will have no authority or jurisdiction to order the execution against any existing assets or revenues of the Tribe except undistributed or future net revenues or accounts receivable, both as defined by generally accepted accounting principles, of the gaming facility or hotel that are the subject of this Agreement.

(b) Enforcement of Determinations

The enforcement of a determination by arbitrators or a court that the Tribe has breached this agreement.

(c) Injunctive Relief and Specific Performance

The enforcement of a determination by arbitrators or a court that prohibits the Tribe from taking any action or requires the Tribe to take such actions in performance of its obligations pursuant to the terms of this Agreement.

The Tribe does not waive its sovereign immunity with respect to actions by third Parties.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Memorandum of Understanding with the County of Yuba is hereby approved; and
2. The Tribe agrees to the limited waiver of sovereign immunity as set forth above.

CERTIFICATION

The foregoing resolution was enacted by the Tribal Council of the Estom Yumeka Maidu Tribe, Enterprise Rancheria, on the 18th day of December, 2002, by a vote of 5 for, 0 opposed, 1 staining; at a duly called meeting at which a quorum of Tribal Council was present.



Harvey Angle, Tribal Council Chairman

December 18, 2002
Date

Attest:



Lisa Angle, Tribal Council Secretary

December 18, 2002
Date

EXHIBIT C

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OLIVEHURST PUBLIC UTILITY DISTRICT
AND THE ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA**

This MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is dated for convenience April 19, 2018, and effective on the date described in Section 15 below (“**Effective Date**”), between the OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501 et seq. (the “**District**”) and the ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA, a federally recognized Indian tribe listed in the Federal Register as the Enterprise Rancheria of Maidu Indians of California (the “**Tribe**”). (The capitalized terms shall have the meanings set forth in Section 1 below.)

RECITALS

WHEREAS: The Tribe is the beneficial owner of 40 acres of land in Yuba County, California (the “**County**”) held by the United States of America in trust for the Tribe, located approximately 4 miles southeast of the Community of Olivehurst, on the eastern side of Forty Mile Road approximately one mile south of the intersection of Forty Mile Road and State Route 65, with an expected street address of 3317 Forty Mile Road, as generally located as indicated in Exhibit A attached hereto and as specifically located as indicated in Exhibit A-1 attached hereto (“**Yuba Site**”); and

WHEREAS: The Tribe intends to construct and operate a gaming facility and hotel on the Yuba Site to promote tribal economic development, self-sufficiency and the health and welfare of its members; and

WHEREAS: Before the Yuba Site was taken into trust, the Bureau of Indian Affairs of the United States Department of the Interior prepared a final environmental impact statement (“**EIS**”) pursuant to NEPA and issued a Record for Decision approving the gaming facility and hotel proposed by the Tribe and analyzed in the EIS; and

WHEREAS: The Secretary of the Interior has issued procedures for the Tribe to conduct class III gaming activities on the Yuba Site pursuant to IGRA (“**Secretarial Procedures**”); and

WHEREAS: Consistent with the Record of Decision and Secretarial Procedures, the Tribe intends to design, construct and operate on the Yuba Site a resort, including a class III gaming facility with approximately 1,500 Gaming Devices, an eight-story hotel with 170 rooms, and outdoor parking, the concept of which is substantially indicated in Exhibit A-2 attached hereto (“**Project**”); and

WHEREAS: The Tribe will design and construct the Project in accordance with the applicable building codes, fire codes, plumbing, electrical and related codes applicable in the County in accordance with Chapter 5 of the Enterprise Gaming Facility Standards

Statute adopted by the Tribe on September 11, 2015 as required under the Memorandum of Understanding Between the Tribe and the County dated December 17, 2002 (“County MOU”); and

WHEREAS, The Tribe will also design and construct the Project to meet or exceed the California Building Code and the California Public Safety Code applicable to the County, as set forth in Titles 19 and 24 of the California Code of Regulations, as required under the Secretarial Procedures; and

WHEREAS, As provided in the Secretarial Procedures: (i) the Project will be subject to inspection by project inspectors employed by the Tribe that possess the same qualifications and certifications as project inspectors utilized by the County; (ii) the State Gaming Agency is entitled to designate and have one or more qualified representatives, which may include local fire suppression entities, present during the inspection to be carried out by an independent expert hired by the Tribe not less than thirty (30) days before the commencement of gaming activities; and (iii) all Project design and construction calculations, plans and specifications that form the basis for the construction, and those depicting the as-built gaming facility, will be made available to the State Gaming Agency for inspection and copying upon its request; and

WHEREAS: Mitigation measures set forth in the Record of Decision, the County MOU and the Secretarial Procedures require the Tribe, prior to the opening to the public of the Project or any other any facility located on the Yuba Site, to enter into a binding agreement with a fire protection district located within the County of Yuba, or to make other private arrangements in lieu of an agreement with an existing fire protection district, for the provision of fire and emergency medical services both on the Yuba Site as well as any emergency medical services arising out of the operation of the Tribe’s business operations on the Yuba Site. The fire district agreement or other private arrangement will ensure that there is an adequate level of fire protection and emergency medical services available in accordance with any and all federal, state, and/or local standards applicable; and

WHEREAS: The District currently provides fire and emergency medical services to a service area near the Yuba Site; and

WHEREAS: The Tribe has requested the District to provide fire and emergency medical services for the Project; and

WHEREAS: The District is authorized to provide fire and emergency medical services for the Project pursuant to sections 16463 and 16463.5 of the California Public Utilities Code, sections 13862, 13863 and 13878 of the California Health and Safety Code; and

WHEREAS: The Tribe is authorized to engage a third party such as the District to provide fire and emergency medical services for the Project pursuant to the Tribe's inherent sovereignty over its members and territory; and

WHEREAS: The Tribe estimates that (i) during the approximately 15-month Construction Period it will require approximately two (2) Fire Services Calls and two (2) Emergency Medical Services Calls per month to the Project (for a total of 30 Fire Services Calls and 30 Emergency Medical Services Calls, respectively), and (ii) during the Operations Period the Tribe will require approximately four to six (4 to 6) Fire Services Calls per year and approximately two hundred fifty (250) Emergency Medical Services Calls per year to the Project.

NOW THEREFORE the parties hereby agree as follows:

1. **Definitions**

The terms not defined elsewhere in this MOU shall have the following meanings:

“**Agreement**” or “**MOU**” is defined in the Preamble and means this Memorandum of Understanding.

“**Applicable Codes**” means the California Building Code and the California Public Safety Code applicable to the County, as set forth in titles 19 and 24 of the California Code of Regulations, as those regulations may be amended during the term of this MOU, including, but not limited to, codes for building, electrical, energy, mechanical, plumbing, fire and safety.

“**Construction Period**” means the time period commencing with the Start Date and ending on the Opening Date.

“**County**” is defined in the Recitals and means the County of Yuba, a subdivision of the State.

“**County MOU**” is defined in the Recitals and means the Memorandum of Understanding between the Tribe and the County dated December 17, 2002.

“**Design and Building Plans**” means the design and construction calculations, and plans and specifications that form the basis for the construction of any or all of the Project.

“**District**” is defined in the Preamble and means the Olivehurst Public Utility District, a public utility district formed and operating under California Public Utilities Code sections 15501 *et seq.*

“**EIS**” as referenced in the Recitals means the final environmental impact statement prepared by the Bureau of Indian Affairs of the United States Department of the Interior pursuant to NEPA for the acquisition of approximately 40 acres of land located in the County in trust for the Tribe for a gaming facility and hotel fee-to-trust acquisition project, noticed on August 6, 2010 (75

Fed. Reg. 47618).

“Emergency Medical Services Call” means a request to provide triage or preliminary emergency medical services before an ambulance or other transport vehicle arrives at the site, consistent with, and subject to, all provisions of California law including, without limitation, availability, first-come first served, non-discrimination, and Mutual Aid. Without limiting the foregoing, Emergency Medical Services Call *includes* coordinating the transfer of patients, at the injury site, to the Tribe’s designated ambulance provider, but expressly *excludes* transporting a patient to the next point of definitive care, which transportation and subsequent medical care will be provided in accordance with the Tribe’s separate contract with Bi-County Ambulance.

“Fire Services Call” means a response to a notification of (or request to address) a potential fire or dangerous situation likely to cause a fire if unaddressed, consistent with, and subject to, all provisions of California law including, without limitation, availability, first-come first served, non-discrimination, and Mutual Aid.

“Force Majeure” is defined in Section 7.

“Gaming Device” means any slot machine within the meaning of article IV, section 19, subdivision (f) of the California Constitution or as otherwise defined in the Secretarial Procedures.

“Governing Requirements” means non-statutory requirements regarding the Tribe’s design, construction and operation of the Project, including without limitation the Record of Decision, Secretarial Procedures, the County MOU, and this MOU.

“IGRA” means the Indian Gaming Regulatory Act of 1988 (18 U.S.C. §§ 1166-1168 and 25 U.S.C. § 2701 *et seq.*), and any amendments thereto, as interpreted by all regulations promulgated thereunder.

“Impact Fees” or Fire Mitigation Fees (“**FMF**”) means those development impact fees for fire mitigation for OPUD or successor, imposed in accordance with California Government Code §§ 66000-66009 or successor statutes.

“Inspectors” means the qualified plan checkers, review firms, and project inspectors hired by the Tribe for the Project.

“Mutual Aid” means the providing of resources, facilities or services to prevent or combat any type of disaster or emergency, including voluntary, obligatory, by oral or written agreement, under a state of war emergency,” “state of emergency” or “local emergency,” or as otherwise provided in accordance with the “Master Mutual Aid Agreement” (all as defined in Government Code section 8615 to 8619.5), the California Fire Service and Rescue Emergency Mutual Aid Plan in effect from time to time, or otherwise.

“NEPA” means the National Environmental Policy Act of 1969, 42. U.S.C. §§ 4321-4347.

“Opening Date” means the date on which the Tribe commences commercial gaming operations open to the public on the Yuba Site.

“Operations Period” means the time period commencing with the Opening Date and ending on expiration or termination of this MOU.

“Per Annum Payments” means the advance payments required to be paid by the Tribe to the District under this MOU to compensate the District for being available to respond to Fire Services Calls and Emergency Medical Services Calls to the Project.

“Per-Emergency Medical Services Call Amount” is the cost allocated to each Emergency Medical Services Call, as described in Section 4 below.

“Per-Fire Services Call Amount” is the cost allocated to each Fire Services Call, as described in Section 4 below.

“Project” is defined in the Recitals and means the design, construction and operation on the Yuba Site of a resort, including a class III gaming facility with approximately 1500 Gaming Devices, an eight-story hotel with 170 rooms, and outdoor parking, the concept of which is substantially indicated in Exhibit A-2 attached hereto.

“Quarter” means any one of the following three-month periods (or portions thereof) following the Start Date or Opening Date, as applicable: January through March, April through June, July through September, and October through December.

“Record of Decision” means the record of decision issued by the Bureau of Indian Affairs of the United States Department of the Interior pursuant to NEPA, which approved the proposed action in the EIS and was noticed on December 3, 2012 (77 Fed. Reg. 71612) and January 2, 2013 (78 Fed. Reg. 114).

“Secretarial Procedures” is defined in the Recitals and means the procedures issued on August 12, 2016, by the Secretary in lieu of a tribal-state compact pursuant to the remedial provisions of IGRA, 25 U.S.C. § 2710(d)(7), governing the conduct of class III gaming by the Tribe on the Yuba Site, or any Tribal-State Compact that the Tribe may enter into with the State and which is approved pursuant to IGRA.

“Secretary” means the Secretary of the United States Department of the Interior.

“Services Calls” means Fire Services Calls and Emergency Medical Services Calls.

“Special Event” means any event or circumstance on the Yuba Site during the Operations Period where the Tribe, a Project operator or event organizer reasonably anticipates the attendance or participation of 25% (or such other percentage increase as the parties may agree upon in writing from time to time) or more attendees or participants than would reasonably be expected at that time and location on the Yuba Site in the absence of the event or circumstance.

“**Start Date**” means the date that on which construction of the Project commences.

“**State**” means the State of California.

“**Tribe**” is defined in the Preamble and means the Estom Yumeka Maidu Tribe of the Enterprise Rancheria, a federally recognized Indian tribe listed in the Federal Register as the Enterprise Rancheria of Maidu Indians of California.

“**Yuba Site**” is defined in the Recitals and means the approximately forty (40) acres of land located in Yuba County which is owned by the United States and held in trust for the Tribe which is generally located as indicated in Exhibit A attached hereto and as specifically located as indicated in Exhibit A-1 attached hereto.

2. Additional Matters Relating to the Project.

(a) Project Development.

The Tribe will provide the District with Project design and construction schedules, including without limitation at least thirty (30) days advance notice of any change to the Start Date and Opening Date. Prior to the Start Date, the Tribe will install on the Yuba Site, at its sole cost and expense, at least one 600,000 gallon water tank to be exclusively dedicated for on-site fire water storage requirements, or such other on-site fire storage as is required to provide at least 1,500 gallons per minute fire flow. Prior to the Start Date, the Tribe must also provide access and ingress to the Project via a loop road which is at least 32 feet wide with two lanes, each with a minimum width of 16 feet.

(b) Additional Tribe Obligations. The Tribe agrees with the District that it will comply with the Tribe’s obligations under Section 3, paragraphs (3) and (4) of the County MOU, and 6.4.2 of the Secretarial Procedures. Nothing herein shall be construed as a submission of the Tribe to the jurisdiction of the District; however, any violations of the foregoing shall be treated as a violation of this Agreement. Additionally, the Tribe shall:

- i. Allow inspection by District inspectors during construction upon at least 48 hours advance notice, and permit District inspectors to accompany the County on any comparable County inspections under the County MOU.
- ii. Allow access by District fire inspectors or designees, during normal hours of operation upon at least 24 hours advance notice, to assess compliance with the standards, and permit District inspectors to accompany the County on any comparable County inspections under the County MOU.
- iii. Maintain the Design and Building Plans depicting the as-built Project, which shall be available to the District for inspection and copying by the District.

- iv. Provide the District with such information as the District may reasonably request to efficiently plan and anticipate the need for performing Services Calls under this MOU.

(c) Project Changes.

Nothing herein shall limit the Tribe's right to alter, expand, or otherwise modify the Project, subject to compliance with Applicable Codes and Governing Requirements.

3. Services.

(a) Fire Services.

From and after the Start Date, the District shall respond to all Fire Services Calls to the Project and any persons therein at the Yuba Site. The District shall provide such fire services to the Project on a non-discriminatory basis as compared with any other sites, and subject to all obligations of the District to provide fire or other services to other areas as required by California law and Mutual Aid.

(b) Emergency Medical Services.

From and after the Start Date, District shall respond to all Emergency Medical Services Calls to the Project and any persons therein at the Yuba Site. The District shall provide such emergency medical services to the Project on a non-discriminatory basis as compared with any other sites, and subject to all obligations of the District to provide similar services to other areas as required by California law.

(c) Inspection Services.

At least thirty (30) days prior to the Opening Date and biennially thereafter, District fire service personnel shall be given at least ten (10) days advance notice of and be permitted to attend the inspection conducted by the Tribe's independent expert to certify that the gaming facility meets a reasonable standard of fire safety and life safety pursuant to section 6.4.2(j) of the Secretarial Procedures. Additionally, at the request of the Tribe, the District shall provide plan check and inspection services for the Project during the Operations Period on an hourly basis at the rate specified in Section 4(b) below.

(d) Locations from Which District Performs Under this MOU.

The parties anticipate that the District will respond to all Fire Services Calls and Emergency Medical Services Calls from its regular facilities in Olivehurst.

(e) Estimated Response Times.

The parties anticipate that the District will respond to Fire Services Calls and Emergency Medical Services Calls within the following parameters:

- i. Dispatch: 5-7 minutes
- ii. Response: Between 9 to 11 minutes after dispatch.

These Response Times are estimates and may vary depending on specific circumstances.

4. **Payments.**

(a) **Per Annum Payments.**

i. For the Construction Period, based on an estimate of two (2) Fire Services Calls per month (30 for the entire 15-month Construction Period), the Tribe shall pay District a “**Per-Fire Services Call Amount**” of \$461.78 per Fire Services Call to compensate the District to be available to respond to Fire Services Calls to the Project, subject to adjustment as otherwise provided in this MOU.

ii. For the Construction Period, based on an estimate of two (2) Emergency Medical Services Calls per month (30 for the entire 15-month Construction Period), the Tribe shall pay District a “**Per-Emergency Medical Services Call Amount**” of \$461.78 per Emergency Medical Services Call to compensate the District to be available to respond to Emergency Medical Services Calls to the Project, subject to adjustment as otherwise provided in this MOU.

iii. For the Operations Period, based on an estimate of six (6) Fire Services Calls per year, the Tribe shall pay District a “**Per-Fire Services Call Amount**” of \$1,534.06 per Fire Services Call to compensate the District to be available to respond to Fire Services Calls to the Project, subject to adjustment as otherwise provided in this MOU.

iv. For the Operations Period, based on an estimate of two hundred fifty (250) Emergency Medical Services Calls per year, the Tribe shall pay District a “**Per-Emergency Medical Services Call Amount**” of \$1,534.06 per Emergency Medical Services Call to compensate the District to be available to respond to Emergency Medical Services Calls to the Project, subject to adjustment as otherwise provided in this MOU.

(b) **Hourly Rate.**

The District shall provide plan check and inspection services at a rate of \$40 an hour as may be requested by the Tribe from time to time.

(c) **Payment Terms.**

i. **General.**

At least 30 days before the commencement of each Quarter during which Per Annum Payments are required, the Tribe shall pay the total estimated cost of the Fire Services

Calls and Emergency Medical Services Calls to the Project for that Quarter, calculated as described in Section 4(a) above, or as otherwise adjusted in accordance with this MOU. If the Start Date or Opening Date occurs during a Quarter, the payment for the first Quarter of the Construction Period or Operations Period, as applicable, shall be due 30 days in advance of the Start Date or Opening Date, as applicable, and shall be prorated for the number of days remaining in that initial quarter. The currently estimated total payment for Fire Services Calls and Emergency Medical Services Calls during the Construction Period is \$60,187. The currently estimated annual payment for the first four full Quarters of the Operations Period is \$392,719.

ii. True-up at End of Construction Period.

Within 30 days following the end of the Construction Period, the District shall notify the Tribe of the total number of Fire Services Calls and Emergency Medical Services Calls during the Construction Period. In the event the aggregate number of Fire Services Calls and Emergency Medical Services Calls exceeds the estimated aggregate number of such calls set forth in Sections 4(a)(i) and 4(a)(ii) above, the Tribe shall pay the District \$461.78 for each such excess Services Call. In the event the aggregate number of Fire Services Calls and Emergency Medical Services Calls was less than the estimated aggregated number of such calls set forth in Sections 4(a)(i) and 4(a)(ii) above, the District shall credit \$461.78 for each such Services Call; provided, that regardless of the actual number of Services Calls, the District shall be allowed to retain (and shall not need to credit) from the amounts paid by the Tribe, \$35,000, representing the District's estimated overhead and stand-by costs during the Construction Period. Any amount to be credited by the District to the Tribe under this subsection shall be credited against the Tribe's currently estimated total payment to the District for the first calendar year (or portion thereof) of the Operations Period and applied to the payment due in the next upcoming Quarter.

iii. True-up At End of Each Year During Operations Period.

Within 30 days following the end of each calendar year during the Operations Period (including partial years for the first and last years of the Operations Period), the District shall notify the Tribe of the total number of Fire Services Calls and Emergency Medical Services Calls during that year. In the event the aggregate number of Fire Services Calls and Emergency Medical Services Calls exceeds the estimated aggregate number of such calls set forth in Sections 4(a)(iii) and 4(a)(iv) above, the Tribe shall pay the District \$1,534.06 (as otherwise adjusted in accordance with this MOU) for each such excess Services Call. In the event the aggregate number of Fire Services Calls and Emergency Medical Services Calls was less than the estimated aggregated number of such calls set forth in Sections 4(a)(iii) and 4(a)(iv) above, the District shall credit the unused portion (as otherwise adjusted in accordance with this MOU) for each such unused Services Call; provided, that because the Construction Period Per-Fire Services Call Amounts and Per-Emergency Medical Services Call Amounts are intended to reflect all of the District's actual estimated costs for additional personnel, equipment, standby-time and other items to be able to respond to Fire Services Calls and Emergency Medical Services Calls as provided in this MOU, and regardless of the actual number of Services Calls, the District shall need to credit to the Tribe *only* the estimated portions of the Per-Fire Services Call Amounts and Per-Emergency Medical Services Call Amounts attributable to unused equipment and other hard costs, including engine use fees, depreciation, gasoline, materials and

consumables. Any amount to be credited by the District to the Tribe under this subsection shall be credited against the Tribe's currently estimated total payment to the District for the next calendar year (or portion thereof) of the Operations Period and applied to the payment due in the next upcoming Quarter.

iv. Operations Period Adjustments.

On an annual basis, the parties shall adjust the estimated numbers of Fire Services Calls and Emergency Medical Services Calls and the estimated Per-Fire Services Call Amount and Per-Emergency Medical Services Call Amount for the upcoming calendar year period based on actual Project operations and experience, together with the anticipated increase, if any, of patronage to the Project. The estimated Per-Fire Services Call Amount and Per-Emergency Medical Services Call Amount shall increase each year by at least the corresponding increase to the Consumer Price Index for Sacramento, California, as issued by US Department of Labor's Bureau of Labor Statistics, or successor index.

v. Invoicing for Inspection Services.

The District shall invoice the Tribe for plan check and inspection services provided on an hourly basis and the Tribe shall pay such invoice within 30 days.

vi. Retention of Other Amounts.

Except to the extent prohibited by applicable law, the District may retain (without crediting the Tribe) any amounts received from Cal Fire or any other governmental entity for performing any fire or emergency medical services for the Tribe.

(d) Impact Fees.

In addition to the other amounts payable by the Tribe under this MOU, the Tribe will pay OPUD FMF calculated based on the size, nature and character of the Project. Based on the currently anticipated Project as a 50,000 square foot Light Load Commercial building constructed with sprinklers, and OPUD's current FMF rates of \$0.72 per sq. foot, the Tribe's current FMF obligation is Thirty Six Thousand (\$36,000.00) Dollars. The Tribe will pay this amount in four quarterly payments of Nine Thousand (\$9,000.00) with the first payment due ninety days after commencement of casino operations at the Project. The Tribe will pay all other FMF's within 30 days of commencement of applicable construction or, if applicable, at the time of building permit issuance.

5. Special Events and Additional District Standby Costs.

- (a) General. As proper planning for Special Events may require the District to maintain additional standby personnel and equipment, and the costs of such additional resources may not be taken into account in determining Per-Emergency Medical Services Call Amounts and Per-Fire Services Call Amounts, this Section contains the parties' additional rights and obligations regarding Special Events at

the Yuba Site. Nothing in this Section will alter or adjust the actual amounts payable for an Emergency Medical Services Call Amount and Per-Fire Services Call Amount, including in connection with a Special Event.

- (b) Procedures. The Tribe (or designee) will give reasonable advance notice (generally at least five calendar days, but more if reasonably available) to an OPUD email address or facsimile number designated by OPUD's Fire Chief from time to time of (i) any Special Event, and (ii) the anticipated additional number of attendees or participants. As promptly as reasonably possible thereafter (generally within 48 hours), OPUD will respond (to the sending email address or facsimile number, or as otherwise identified in the Tribe's notice) with (x) an identification of OPUD's recommended additional standby personnel, equipment and other resources for the Special Event, and (y) the itemized costs thereof. As promptly as reasonably possible thereafter (generally within 24 hours), the Tribe (or designee) will respond (in the same manner as its original notice to OPUD, unless otherwise requested in the OPUD proposal) with an approval or rejection of the recommendation. Alternatively, the parties may negotiate the terms of any proposal until mutually approved.
- (c) Payment for Approved Special Event Standby Resources. The Tribe will pay the amounts identified on an approved Special Events proposal within 10-days of the Tribe's approval. To avoid double payments, OPUD's additional standby costs in connection with approved Special Events proposals will not be taken into account in determining Per-Emergency Medical Services Call Amounts and Per-Fire Services Call Amounts (although OPUD's regular standby costs, and costs for any actual Special Event Emergency Medical Services Call or Fire Services Call, will be included).
- (d) OPUD's Use of Standby Resources. OPUD will use good faith efforts to reserve any additional approved Special Events standby resources for the Special Event, and will use them for other Emergency Medical Services Calls or Fire Services Calls only if otherwise required by California law including, without limitation, availability, first-come first served, non-discrimination, and Mutual Aid.

6. Funding Mechanism.

This MOU only creates a funding mechanism for the provision of fire and emergency medical services and related plan check and inspection services for the Facility. The District acknowledges and agrees that the District does not exercise jurisdiction over the Yuba Site or have legal authority to deliberate on, approve, deny, or otherwise exercise judgment over any aspect of the Facility, including without limitation the Tribe's gaming operations. The Tribe represents that this MOU is *not* a "management contract" as defined in IGRA. Further, nothing in this MOU contemplates or commits the District to any project which may result in a potentially significant physical impact on the environment.

7. **Term.**

This MOU shall have a term of ten (10) years from the Start Date and may be renewed by the parties' mutual agreement for up to two (2) additional five (5)-year terms.

8. **Suspension Events.**

If, due to Force Majeure (as hereinafter defined), an act of God, or valid business considerations, a material portion of the gaming operations previously conducted by the Tribe on the Yuba Site are suspended or terminated, the parties' obligations under this MOU shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; changes in law, regulation or governmental policy that has a material adverse effect on the gaming revenues of the Facility; riots; war; or terrorism. Nothing in this Section shall reduce the Tribe's liability for contributions or other payments which become due and payable prior to the date such gaming operations are suspended or terminated. Nothing herein will limit the District's rights and obligations under Mutual Aid or other California laws.

9. **Indemnification.**

As additional consideration for the District's agreement to respond to Service Calls under this MOU, the Tribe shall defend, indemnify and hold harmless the District and each of its board members, officers, employees, departments, officials, representatives, inspectors, contractors, consultants and agents from and against all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from the performance or nonperformance of fire and emergency medical services contemplated under this Agreement, except to the extent caused by the sole negligence, gross negligence or intentional misconduct of the District and other identified parties.

10. **Dispute Resolution.**

The parties agree to the dispute resolution procedures set forth in this Section 9.

(a) **Meeting and Mediation.**

The parties shall make their best efforts to resolve any dispute specifically arising under this MOU by good faith negotiations whenever possible. The parties shall meet and confer in good faith to resolve any disputes arising under the MOU or concerning its terms or administration as follows:

i. A party shall give the other party, as soon as possible after the dispute arises, written notice setting forth, with specificity, the party's claims.

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

iii. If such dispute is not resolved to the satisfaction of the parties within 30 calendar days after the first meeting, then either party may request the dispute to be mediated. Mediation shall be confidential, non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by JAMS. The mediation shall be held at the JAMS office in Sacramento, California, or at such other location as is mutually agreeable to the parties. The cost of mediation shall be equally shared by both parties.

(b) Arbitration.

If the dispute is not resolved to the satisfaction of the parties within either sixty (60) calendar days after the first meeting or forty-five (45) days after a request for mediation, then the parties may seek to have the dispute resolved by arbitration in accordance with the following procedures:

i. Upon the request of a party in writing, the dispute shall be submitted to binding arbitration in accordance with this subsection.

ii. The disputes to be submitted to arbitration shall be limited to disputes specifically arising under this MOU.

iii. In the event that there is any dispute as to whether a matter is subject to the arbitration provisions of this MOU, 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 MOU or the scope of such arbitration shall be resolved by the courts referenced in subsection (d) of this Section.

iv. The arbitration shall be held before a JAMS arbitrator in Sacramento, California, or at such other location as is mutually agreeable to the parties.

v. The arbitration shall be administered in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent) as modified by the provisions of this MOU. Service of any document on the parties may be made and shall be effective as provided in such rules.

vi. 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.

vii. Each side shall bear its own costs, attorneys' fees and one-half the costs and expenses of the arbitrator.

viii. Subject to the provisions of this Section, the arbitrator shall be empowered to grant compensatory and declaratory relief only.

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

(c) Confirmation of Decisions.

Any party to an arbitration in which a decision has been made pursuant to this Section may petition the federal District Court for the Eastern District of California or the State Superior Court for the County of Yuba to affirm the decision. The parties expressly consent to be sued in such courts for affirmation of any such decision and as otherwise provided in subsection (d) of this Section. A decision shall be affirmed, provided that:

i. The decision is limited to matters specifically arising under this MOU.

ii. No monetary damages may be awarded except those which require the payment of sums pursuant to breaches of obligations of the parties under this MOU and which are not inconsistent with Section 11 and the Tribe's limited waiver of sovereign immunity as set forth in Section 10.

iii. No person or entity other than the parties is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the parties in respect to any such third party.

iv. If an award is affirmed, judgment shall be entered in conformity therewith. 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.

(d) Actions.

The express waivers and consents provided for in this Section shall only extend to the following: civil actions specifically arising under this MOU; civil actions to compel arbitration; civil actions to determine whether a matter is subject to arbitration or determine the scope of the arbitration; any arbitration proceeding as provided herein; any action to confirm or enforce any judgment or arbitration award as provided herein; and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this MOU, no other waivers or consents to be sued, either express or implied, are granted by either party.

(e) Other Dispute Resolutions.

This Section may not be construed to waive, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited

to, utilization of a technical advisor to the parties; provided, however, that no party is under an obligation to agree to such alternative method of dispute resolution.

11. Limited Waiver of Sovereign Immunity.

Pursuant to General Council Resolution GC-18-03 attached hereto as Exhibit B, 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 District, but not as to any other person or entity, as to any dispute which specifically arises under this MOU 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 District; or (ii) disputes between the Tribe and the District which do not specifically arise under this MOU. The Tribe further agrees that exhaustion of administrative remedies, including before any tribal court, shall not be required prior to proceeding to arbitration or court action under Section 9, Dispute Resolution.

Aside from the foregoing Limited Waiver, nothing in this Agreement constitutes, nor shall it be construed as constituting, a waiver of the sovereign immunity of the Tribe, including sovereign immunity from suit.

12. Damages.

The parties hereby agree that, in the event of default, any damages awarded or arising under this MOU shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the parties to this MOU be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this MOU, the parties hereby agree that the only monetary damages contemplated by the parties as arising from this MOU are actual or direct damages which do not, in any event, exceed the contribution amounts expressly stated in this MOU and that the parties are precluded from asserting any claims for additional or other monetary damages.

13. Representations and Warranties.

Each party represents, warrants and covenants to the other party as follows:

(a) Authority. Such party has the legal power and authority to execute and deliver this MOU and to perform its obligations under this MOU.

(b) Due Authorization. The approval, execution, and delivery of this MOU, and waiver of sovereign immunity, and the performance by such party of its obligations under this MOU, have been authorized by all requisite actions of such party.

(c) Due Execution and Delivery. The persons executing this MOU on behalf of such party are duly authorized to execute and deliver this MOU on behalf of such party.

(d) No Conflict. The approval, execution, delivery and performance of this MOU does not conflict with any other agreement to which such party is a party and does not violate or require any action which has not been taken under any law, statute, rule, regulation, ordinance, general plan, tribal law, specific plan or court order or decree applicable to such party.

14. Notices.

Except as provided in Section 5 above, any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered via the U.S. Postal Services, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows or to such other place as each party may designate by subsequent written notice to each other:

For the Tribe:

Estom Yumeka Maidu Tribe of the Enterprise Rancheria
2133 Monte Vista Ave.
Oroville, CA 95966
Attn: Tribal Chairperson

With a copy to:

Maier Pfeffer Kim Geary & Cohen, LLP
1970 Broadway, Suite 825
Oakland, CA 94612
Attn: John Maier

For the District:

Olivehurst Public Utility District
P.O. Box 670
Olivehurst, California 95961
Attn: General Manager

With a copy to:

Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612
Attn: Deirdre Joan Cox

15. Assignment.

Neither party may assign or transfer this MOU, or any rights or obligations herein, without the written consent of the other, which shall not unreasonably be withheld, delayed or conditioned. Additionally, OPUD may, with only notice to the Tribe, assign all of its rights and

obligations under this MOU to another local California governmental entity which (i) results from a merger, consolidation, or other combination with OPUD, or (ii) succeeds to all or substantially all of OPUD's emergency fire and medical services operations; provided that, in all cases, the assignee expressly assumes all of OPUD's obligations under this MOU.

16. General Provisions.

(a) No Third Party Beneficiaries. This MOU is made solely for the benefit of the parties hereto, and no other person or entity is intended to or shall have any rights or benefits hereunder, whether as a third party beneficiary or otherwise.

(b) Modification. No provision of this MOU shall be amended, modified, or waived other than by an instrument in writing signed by an authorized representative of the Tribe and the District.

(c) Successors and Assigns. This MOU shall inure to the benefit of the parties and their permitted successors and assigns.

(d) Waivers. A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.

(e) No Submission to Jurisdiction. The parties acknowledge and agree that this MOU, except as otherwise specified, is not intended to constitute, and shall not be construed as constituting, a submission by the Tribe to the jurisdiction of (i) the District, (ii) any of its or their respective officials, employees, inspectors or contractors, or (iii) any of its or their respective laws, rules, regulations, ordinances, general plans or specific plans.

(f) Indemnification. The Tribe agrees to indemnify, defend and hold harmless the District (with counsel reasonably acceptable to the District) from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including its reasonable attorneys' fees) arising from any action or proceeding filed against the District which challenges the District's approval, execution or delivery of this MOU.

(g) Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of California.

(h) Construction of Agreement. This MOU, including all recitals, together with all Exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and drafts regarding this MOU, whether written or oral. In the event of a dispute between the parties as to the language of this MOU or any amendment to this MOU or the construction or meaning of any term contained in this MOU or any amendment to this MOU, this MOU or any amendment to this MOU shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, either party based on the preparation or

negotiation of this MOU or any amendment to this MOU. The headings contained in this MOU are for convenience of reference only and shall not effect this MOU's construction or interpretation.

(i) Binding Agreement. This MOU is intended to be, and shall be construed to be, binding upon the parties and all successors and successors-in-interest of each party, including all officers, agents and employees, and, once executed and delivered, cannot be invalidated pursuant to any subsequent action of, in the case of the District, future District Board of Directors, and, in the case of the Tribe, future Tribal Councils or General Councils.

17. Approval by Yuba County; Effectiveness of MOU.

Upon execution of this MOU, the parties shall submit this MOU to the County of Yuba for approval pursuant to the County MOU, and this MOU shall not be effective or enforceable against any party unless and until County approval is obtained. Following County approval, the parties shall execute a Confirmation of Effectiveness of MOU substantially in form attached hereto as Exhibit C.

IN WITNESS WHEREOF, the parties have executed this MOU on the respective dates set forth below.

OLIVEHURST PUBLIC UTILITY DISTRICT

Date: April 19, 2018

By: _____
James Carpenter
Board President

APPROVED AS TO FORM BY LEGAL
COUNSEL FOR THE OLIVEHURST PUBLIC
UTILITY DISTRICT

Date: April 19, 2018

By: _____
Deirdre Joan Cox
Burke, Williams & Sorensen, LLP

ESTOM YUMEKA MAIDU TRIBE OF THE
ENTERPRISE RANCHERIA

Date: April __, 2018

By: Glenda Nelson
Glenda Nelson
Tribal Chairperson

APPROVED AS TO FORM BY LEGAL
COUNSEL FOR THE TRIBE

Date: April __, 2018

By: _____
John Maier, Esq.
Maier Pfeffer Kim Geary & Cohen, LLP

List of Exhibits and Schedules

Exhibit A:	Yuba Site Location Map
Exhibit A-1:	Specific Location of Yuba Site
Exhibit A-2:	Concept Site Plan
Exhibit B:	General Council Resolution No.: GC-18-03
Exhibit C:	Form of Confirmation of Effectiveness of MOU

EXHIBIT A
GENERAL LOCATION MAP YUBA SITE

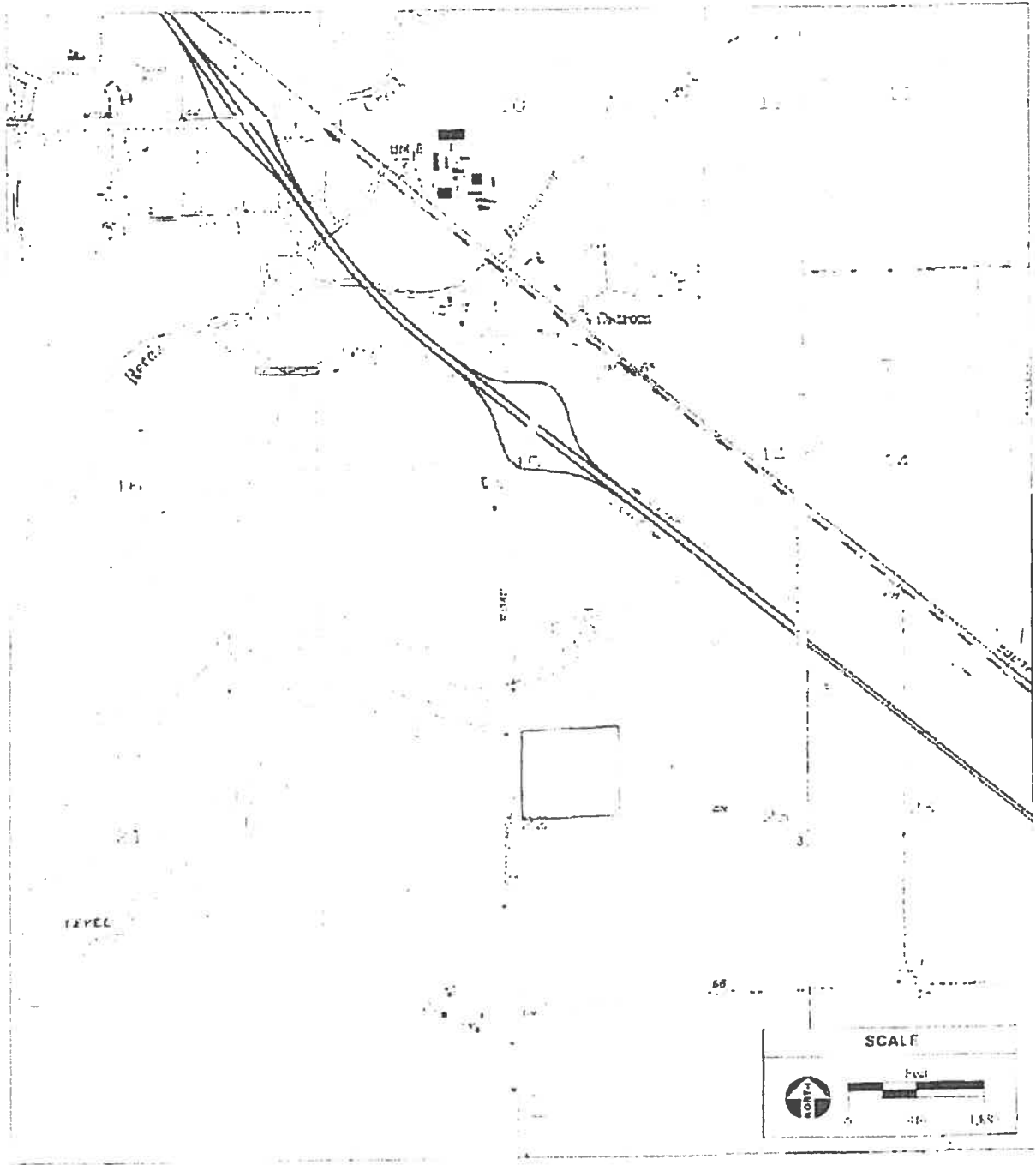
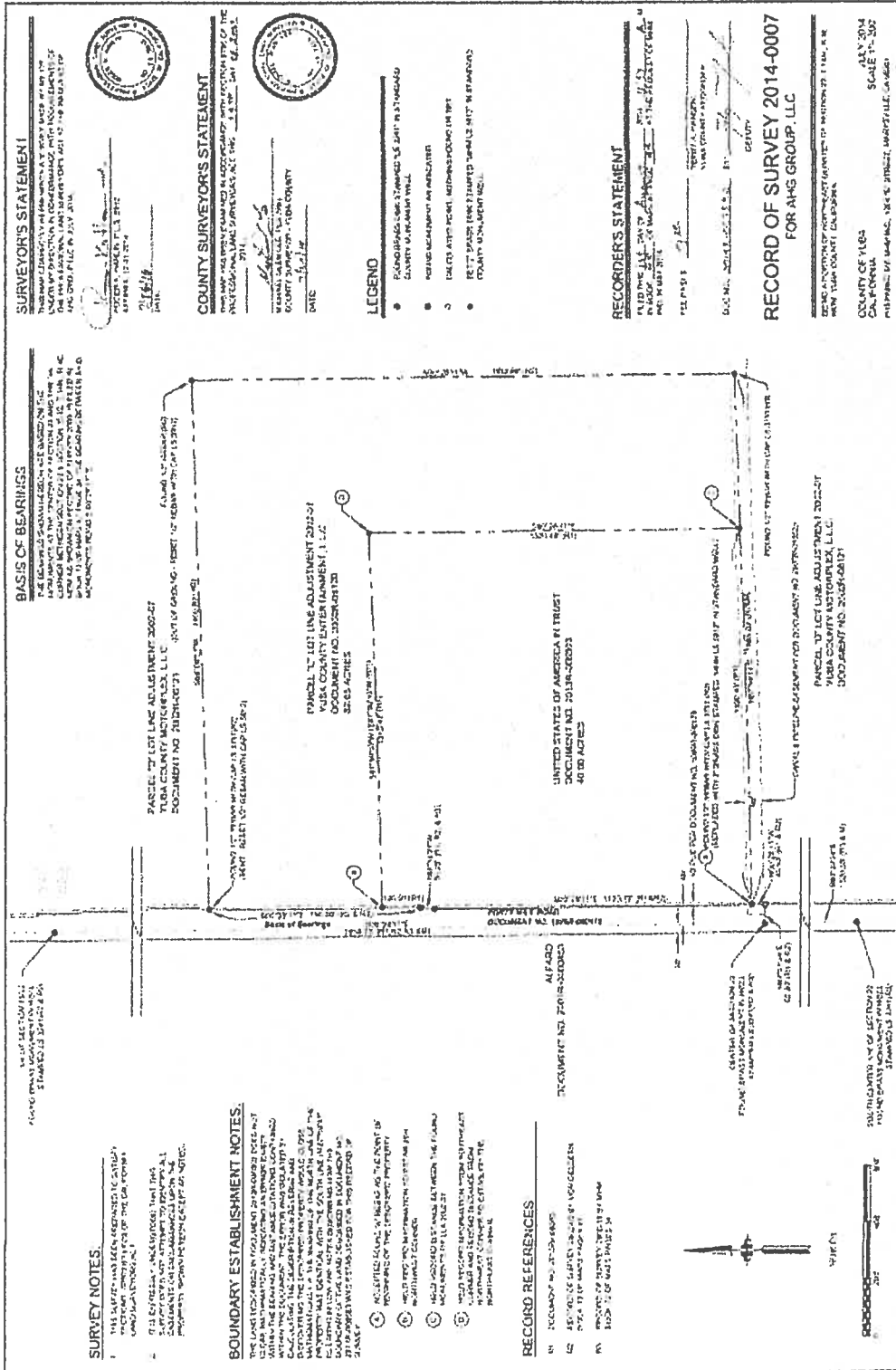
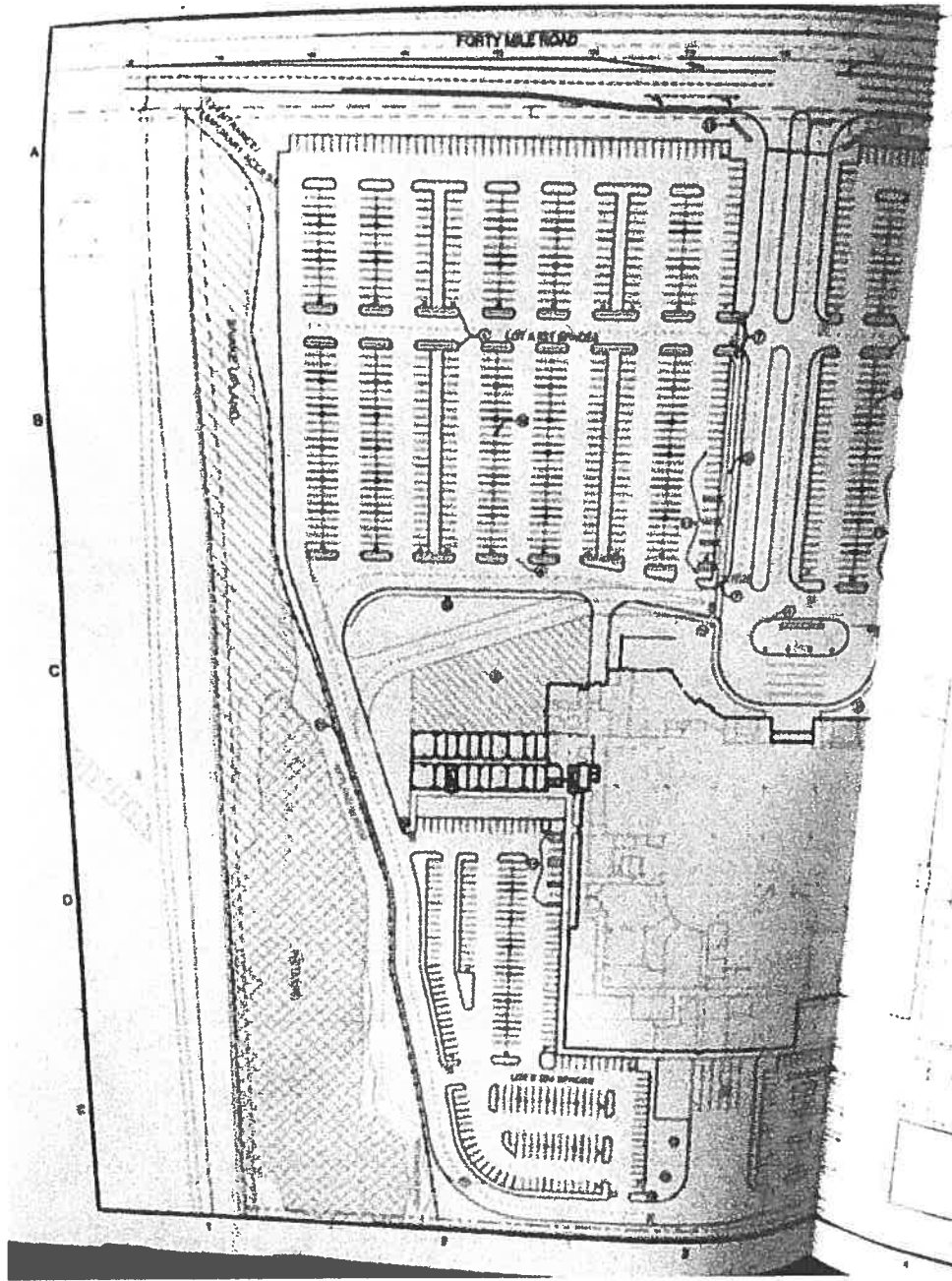


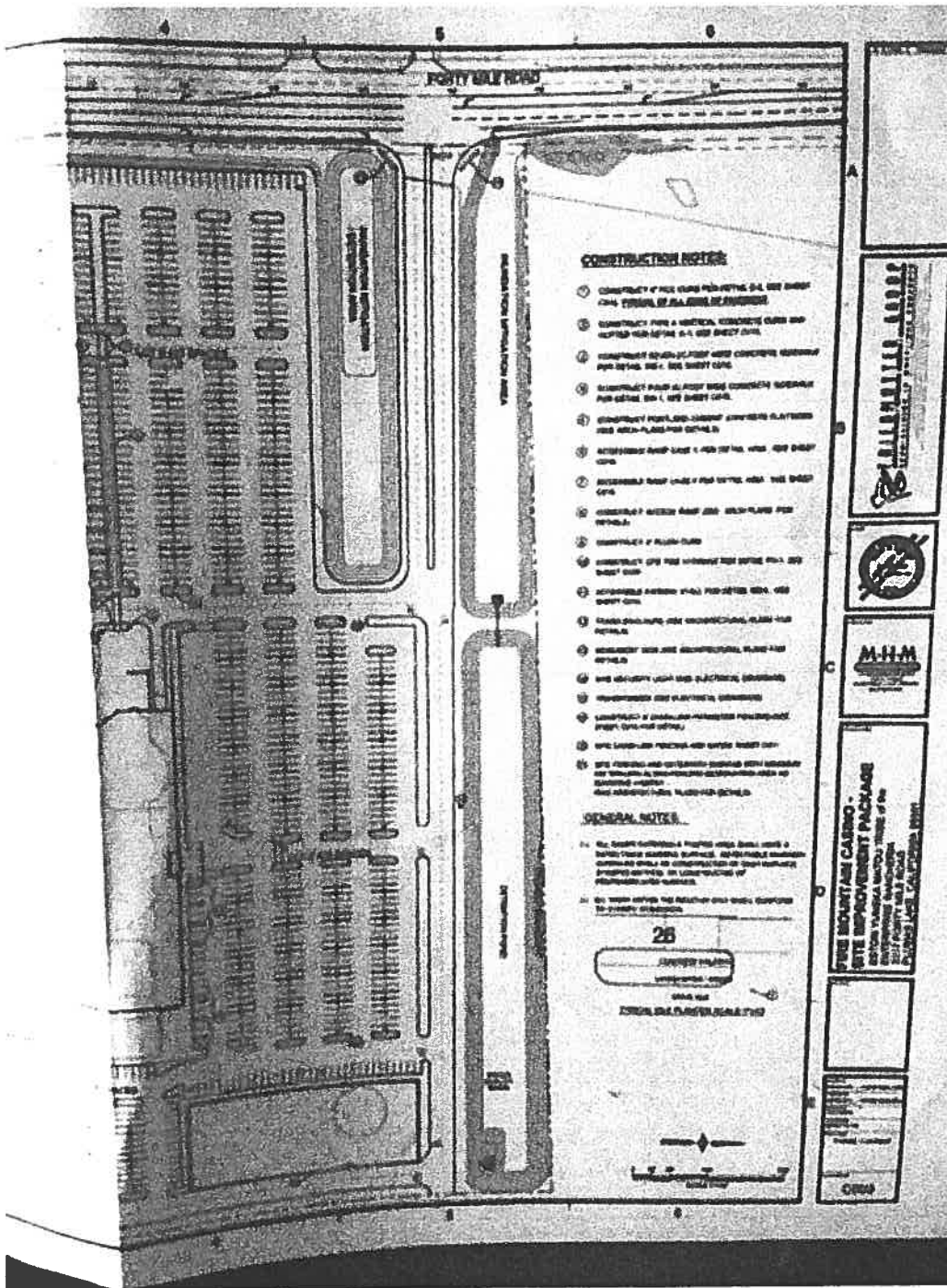
EXHIBIT A-1 SPECIFIC LOCATION OF YUBA SITE



BK 95 PG 11

EXHIBIT A-2
CONCEPT SITE PLAN





CONSTRUCTION NOTES

1. CONSTRUCT 4' HIGH CURB PER DETAIL 2-4, SEE SHEET CIVIL FOR CURB AND SIDEWALK DETAIL.
2. CONSTRUCT FIVE (5) METERS, CONCRETE CURB AND ASPHALT SIDEWALK PER DETAIL 2-1, SEE SHEET CIVIL.
3. CONSTRUCT SIDEWALK PER DETAIL 2-2, SEE SHEET CIVIL.
4. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-3, SEE SHEET CIVIL.
5. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-4, SEE SHEET CIVIL.
6. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-5, SEE SHEET CIVIL.
7. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-6, SEE SHEET CIVIL.
8. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-7, SEE SHEET CIVIL.
9. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-8, SEE SHEET CIVIL.
10. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-9, SEE SHEET CIVIL.
11. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-10, SEE SHEET CIVIL.
12. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-11, SEE SHEET CIVIL.
13. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-12, SEE SHEET CIVIL.
14. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-13, SEE SHEET CIVIL.
15. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-14, SEE SHEET CIVIL.
16. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-15, SEE SHEET CIVIL.
17. CONSTRUCT FIVE (5) METERS CONCRETE SIDEWALK PER DETAIL 2-16, SEE SHEET CIVIL.

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.

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**FIRE MOUNTAIN CASINO -
 SITE IMPROVEMENT PACKAGE**
 SHEET 26 OF 26
 2011 PROJECT AND DESIGN
 NUMBER 14010000000000000000

26
 SHEET 26 OF 26
 FIRE MOUNTAIN CASINO -
 SITE IMPROVEMENT PACKAGE



DATE	DESCRIPTION

**EXHIBIT B
RESOLUTION GC-18-03**

(ATTACHED)

EXHIBIT C

FORM OF CONFIRMATION OF EFFECTIVENESS OF MOU

The undersigned OLIVEHURST PUBLIC UTILITY DISTRICT and THE ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA, the “parties” under that certain MEMORANDUM OF UNDERSTANDING, dated for convenience April 19, 2018 (“MOU”), hereby confirm that the MOU became effective on May __, 2018 (“Effective Date”).

The MOU has not been modified, altered or amended. All MOU terms and provisions of the MOU are ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Confirmation as of the Effective Date.

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____
James Carpenter
Board President

ESTOM YUMEKA MAIDU TRIBE OF THE
ENTERPRISE RANCHERIA

By: _____
Glenda Nelson
Tribal Chairperson