

**MEMORANDUM OF UNDERSTANDING  
AND INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF SACRAMENTO  
AND WILTON RANCHERIA**

This Memorandum of Understanding and Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_ day of June 2016, between the County of Sacramento, a political subdivision of the State of California (“Sacramento County” or “County”), and Wilton Rancheria, a federally-recognized Indian Tribe (“Wilton Rancheria” or “Tribe”) (each, a “Party”, and collectively referred to as the “Parties”).

**RECITALS**

A. Wilton Rancheria is a federally-recognized Indian Tribe located within the geographical boundaries of the County of Sacramento.

B. The historical existence of a separate, cohesive band of Miwok Indians, occupying villages throughout southern Sacramento County, which survived the gold rush and subsequent settlement of Sacramento County by non-Indians has been documented.

C. In 1927, the United States acquired land in trust for Wilton Rancheria near the Town of Wilton in Sacramento County and formally established a reservation there, known as Wilton Rancheria, on which tribal members lived as a community despite great adversity.

D. In 1958, as part of the federal policy designed to assimilate the nation’s Indians, the United States Congress enacted the Rancheria Act, P.L. 85-671, authorizing the termination of federal trust responsibilities to a number of California Indian tribes, including Wilton Rancheria.

E. In 1964, federal recognition of Wilton Rancheria was terminated and the lands comprising Wilton Rancheria were sold off to individuals.

F. In 1970, President Nixon issued a Special Message to Congress on Indian Affairs in which he declared the policy of termination a failure and called upon Congress to repudiate it, 116 Cong. Rec. 23258 (daily ed. July 8, 1970).

G. In 1978, Congress enacted the Indian Self-Determination Act, 25 U.S.C. § 450, *et seq.*

H. Pursuant to the federal policy of self-determination, surviving members of Wilton Rancheria and their lineal descendants reorganized their tribal government as Wilton Rancheria and requested the United States to formally restore their federal recognition.

I. The Tribe was restored to its federal recognition pursuant to a court approved

Stipulation for Entry of Judgment on June 8, 2009. *Wilton Miwok Rancheria and Dorothy Andrews v Salazar* (C-07-02681) and *MeWuk Indian Community of the Wilton Rancheria v. Salazar* (C-07-05706) (N.D. Calif., June 8, 2009).

J. Following consultations with County officials and community organizations for the purpose of identifying new potential reservation locations that would meet the economic development needs of the Tribe, while being compatible with surrounding lands uses and minimizing adverse impacts on County services and residents, the Tribe identified approximately thirty-four (34) acres of land located within the jurisdictional boundaries of the City of Elk Grove, California (the “Elk Grove property”).

K. The County and the Tribe, through their respective governing bodies, recognize that both are governmental entities with responsibility for the health, safety, and general welfare of their respective communities.

L. The County recognizes that all lands title to which is held in trust by the United States for the Tribe in Sacramento County are subject to federal and tribal laws and regulatory authority, unless, pursuant to federal or tribal law, regulatory authority is vested in the State or County.

M. The County and the Tribe recognize that members of the Tribe and the residents of Sacramento County are neighbors with legitimate concerns over environmental quality, development, and the quality of life in Sacramento County.

N. The Tribe, as a federally-recognized Indian tribe, may engage in particular types of gaming under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq* (“IGRA”) as a means to promote tribal economic development, self-sufficiency, and strong tribal government and to generally protect the welfare of its members.

O. IGRA makes Class III gaming activities lawful on lands of federally recognized Indian tribes only if such activities are conducted in conformity with a tribal-state compact entered into between the Indian Tribe and the state and approved by the Secretary of the Interior; or if a federal court finds that the state has not bargained with a tribe in good faith under IGRA, the Secretary of the Interior may issue the equivalent of a compact through what is referred to as “Secretarial Procedures.”

P. The Tribe has filed a land-into-trust application with the Bureau of Indian Affairs, United States Department of Interior (“BIA”), for the purpose of establishing a gaming facility, hotel, parking area and other ancillary facilities as more fully described in the DEIS/TPED, as defined below (“Project”) to improve the socioeconomic status of the Tribe by providing a revenue source that will be used to strengthen the tribal government; provide new tribal housing; fund a variety of social, administrative, educational, health, and welfare services to improve the quality of life of tribal members; and provide capital for other economic development and investment opportunities.

Q. Although the Tribe’s on-reservation compact-related activities are not subject to

the California Environmental Quality Act (“CEQA”) and the Tribe is sovereign as defined under federal law, in a 2011 Memorandum of Understanding between the County and the Tribe (“2011 MOU”), the Parties established a cooperative and mutually respectful government-to-government relationship regarding potential off-trust impacts of development on tribal lands within the County of Sacramento.

R. Under the 2011 MOU, the Parties established a process for the Parties to determine and enforce mitigation measures for proposed off-trust tribal land environmental, social and economic impacts and to provide a framework for future agreements between the Parties for development of specific projects on lands to be taken into trust for the Tribe. The 2011 MOU requires the Tribe to have prepared a Tribal Project Environmental Document (“TPED”) to evaluate “off-reservation environmental impacts including significant off-reservation environmental effects of proposed project and environmental effects of proposed project not found to be significant.” Once impacts have been identified, the 2011 MOU requires the Tribe to “construct and/or finance any Project identified as requiring mitigation in full compliance with the terms of an agreement” between the County and the Tribe.

S. One of the primary reasons for the 2011 MOU was that officials for Sacramento County and the City of Elk Grove did not want the Tribe to build a casino on or near its former Rancheria property in Wilton due to the rural nature of that area of the County.

T. In 2013, the BIA initiated the federal environmental review process necessary to comply with the National Environmental Policy Act, as a first step to having the Elk Grove property placed into trust for the benefit of the Tribe.

U. On December 29, 2015, the BIA circulated a draft environmental impact statement (“DEIS”) and TPED (collectively referred to hereafter in this Agreement as the “DEIS/TPED”) with respect to the Project. The DEIS/TPED identified potentially significant off-reservation impacts and suggested mitigation for those impacts.

V. The County and the Tribe have discussed the mutual benefits that could be derived from entering a mutually enforceable agreement with respect to the Project, and the County appreciates the Tribe’s desire to operate its Project in a manner that benefits the Tribe and the community as a whole.

W. The proposed action of the Tribe to build the Project on the Elk Grove property after it is taken into trust for the benefit of the Tribe is not a County project and is not a project subject to the discretionary approval of the County, and therefore, is not subject to CEQA.

X. The County Board of Supervisors believes that it is in the best interests of Sacramento County to enter into this Agreement so as to clarify the County’s role and to engage the Tribe in (1) a process for determining and enforcing mitigation measures for environmental impacts, and (2) the creation of a mitigation account to fund any such mitigation measures.

Y. The County will not oppose the Tribe's trust acquisition request to the United States if the Tribe enters into this enforceable Agreement to comprehensively mitigate all the off-trust impacts of this acquisition, including, but not limited to, compensating the County for law enforcement and other public services to be provided to the Tribe's reservation lands.

Z. The Tribe is willing to enter into this Agreement as a responsible exercise of its sovereignty and in recognition of the fact that the Tribe's long-term governmental and business interests are best served by accommodating the legitimate needs of neighboring governments. The County likewise recognizes that benefits will be drawn from this Agreement, such as the provision of funds the County can use, in its own discretion, to further address the County's concerns regarding the Project.

AA. The County and the Tribe recognize that, absent any agreement providing otherwise, applicable law does not obligate the Tribe to pay any taxes that would be applicable to non-tribal commercial interests on the Elk Grove property. The County and the Tribe further recognize that the Tribe is not otherwise obligated to pay such taxes, except as may be expressly provided for herein.

BB. This Agreement represents a concerted effort on the part of the County and the Tribe to achieve a positive and constructive resolution of significant issues. This Agreement will enhance the government-to-government relationship between the County and the Tribe and effectuate a desire to maintain a continuing relationship that is both positive and responsive to the Parties' respective needs and desires.

CC. In addition to payments for the mitigation of significant off-reservation impacts identified within this Agreement, the County and the Tribe have agreed upon numerous provisions for additional contributions by the Tribe to the County for law enforcement, wildlife habitat and agricultural land conservation, roadway and infrastructure improvements, and social services that in part serve off-reservation needs of County residents and are not otherwise required by the DEIS/TPED ("Additional Contribution(s)").

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

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

1. Land to Be Taken Into Trust. This Agreement is solely concerning approximately 34 acres of land located in Elk Grove, Sacramento County, California, to be developed and used for the operation of a facility for Class III gaming and hotel facility in

conformity with the requirements of IGRA, this Agreement, and all other applicable state or federal law. The land is more specifically identified by the legal description attached as Exhibit A. This Agreement will take effect immediately upon the Elk Grove property identified within Exhibit A being taken into trust by the BIA.

2. Tribe's Commitments, Obligations, and Responsibilities.

a. Health and Social Services.

i. The Tribe will support local alcohol and other drug prevention and treatment policies, programs and community efforts. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will make Additional Contributions of \$100,000 annually to Sacramento County drug and alcohol treatment programs and \$100,000 annually to Sacramento County domestic violence programs for the purpose of providing improved social services to residents of Sacramento County. Beginning in year two (2), these payments shall increase at a rate of 2% annually.

ii. As appropriate, the Tribe will participate in community organizations and groups such as the County Alcohol and Other Drug Prevention Coalition.

iii. The Tribe will actively monitor problems and mitigation efforts relating to local alcohol and other drug use and local domestic violence and use this information for quality improvement.

iv. To the greatest extent practicable, the Tribe will ensure access to behavioral health services for tribal members, specifically to address alcohol and drug, gambling and suicide problems and disorders.

b. Problem Gambling. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will make a mitigation payment of no less than \$50,000 per year to the California Council on Problem Gaming, or any successor organization dedicated to the same purpose agreed upon by the Parties, in mitigation of problem gambling. Of the \$50,000 contribution, at least ninety percent (90%) will be specifically directed for use in Sacramento County to address problem gambling issues as determined by Sacramento County. Beginning in year two (2), these payments shall increase at a rate of 2% annually.

c. Law Enforcement and Public Safety.

i. The Tribe will negotiate a separate agreement for law enforcement services with the City of Elk Grove, California.

ii. The Tribe will negotiate a separate agreement for fire protection and emergency medical services with the Cosumnes CSD Fire Department.

iii. Tribal security officers and/or tribal law enforcement officers shall work in conjunction with the Elk Grove Police Department to ensure effective, professional and safe administration of law enforcement.

iv. The Tribe will implement partnerships with surrounding law enforcement agencies to address societal challenges such as DUIs, illegal drug use, human trafficking, prostitution, child abuse and domestic violence.

v. The Tribe will provide training to employees in the identification and reporting of problems such as DUIs, illegal drug use, human trafficking, prostitution, child abuse and domestic violence.

vi. The Tribe will implement proactive crime reduction policies and practices (e.g., signage, lighting, patrols).

vii. The Tribe will monitor data on safety problems and address problems proactively.

viii. The Tribe will coordinate with Caltrans and local transportation agencies to ensure on- and off-ramps are designed/functioning to reduce safety problems (e.g., wrong way or DUI drivers).

xi. The Tribe will implement a coordinated set of interventions to prevent and reduce DUI related incidents. Such interventions may include, but are not limited to, alcohol free lounge area(s) with appropriate amenities to reduce the likelihood of DUIs; bus, taxi or commercial ride-sharing options; or overnight accommodations.

d. General Mitigation.

i. Beginning one year after Opening Day, the Tribe will make the following annual payments to the County to reimburse the County for costs associated with off-reservation impacts resulting from the Project and to reimburse the County for the additional, intangible expenses unrelated to mitigation of environmental impacts that the County will incur as a result of the Project:

End of Year 1	\$500,000
End of Year 2	\$750,000
End of Year 3	\$1,000,000
End of Year 4	\$1,500,000

End of Year 5            \$2,000,000

ii.        Beginning with the payment due at the end of year 6 and for all subsequent years, the amount paid in the previous year will be increased annually by two percent (2%).

iii.        Of the amount paid to the County by the Tribe pursuant to Section 2(d)(i) above, fifty (50%) percent will be applied to reimburse the County for costs directly associated with off-reservation impacts resulting from the Project and fifty (50%) percent will be an Additional Contribution to reimburse the County for any intangible expenses that the County will incur as a result of the Project. Under no circumstance will this subsection be interpreted or construed to require the County to apply the monies received from the Tribe pursuant to this Agreement to any specific program or expenditure or in a specified amount or percentage.

e.        Surrounding Area - Good Neighbor Policy/Government Relations. The Tribe will implement policies and practices to establish and maintain efficient and open lines of communication with surrounding public and private organizations. The Tribe's policies and practices may include, but are not limited to, maintaining efficient and open lines of communication with County schools, business associations, medical facilities, law enforcement agencies, and citizen's groups.

f.        Limitations on Alcoholic Beverage Service.

i.        The Tribe will implement and maintain a management and staff training program on the service and monitoring of alcoholic beverages including responsible beverage serving policies and practices.

ii.        If the Tribe permits the consumption of alcoholic beverages in the applicable areas of the Project, the Tribe shall prohibit persons under the age of twenty-one (21) years from purchasing, consuming, or possessing alcoholic beverages. The Tribe shall also prohibit persons under the age of twenty-one (21) from being present in any area in which alcoholic beverages may be consumed, except to the extent permitted by the State Department of Alcoholic Beverage Control for other commercial establishments serving alcoholic beverages.

iii.        The Tribe will ensure employee health benefit packages include behavioral health services, specifically to address alcohol and drug, gambling and suicide problems and disorders.

iv.        Preventive Education: The Tribe will provide to employees prevention education and referral information for alcohol and drug, gambling and suicide problems and disorders.

g. Employment. The Tribe will work with County employment agencies and businesses to promote local job training and hiring.

h. Prevention

i. The Tribe shall not permit persons under the age of twenty-one (21) years to be present in any room in which Class III Gaming Activities are being conducted unless the person is en-route to a non-gaming area of the Project.

ii. The Tribe will implement problem gambling prevention policies and procedures, including appropriate signage throughout the casino and resort.

iii. The Tribe will implement suicide prevention policies and procedures.

iv. The Tribe will implement alcohol and other drug prevention policies and procedures.

i. Traffic Impacts Mitigation. The DEIS/TPED for the Project and consultation with the County Department of Transportation and the City of Elk Grove Department of Public Works reveal certain off-reservation traffic-related impacts on both City of Elk Grove roads and certain County roads. Accordingly, to fully mitigate these off-reservation traffic-related impacts, the County and the Tribe agree to the following:

i. County Road Mitigation. The DEIS/TPED identified the need for the Tribe to address traffic impacts to certain County roads relative to the Elk Grove property. Because the City of Elk Grove is also responsible in part for infrastructure improvements to the roadways identified in the DEIS/TPED, the Tribe agrees to work with the City of Elk Grove in good faith to develop an agreement in which the Tribe will contribute sufficient payments to the City of Elk Grove so that all necessary mitigation of traffic impacts recommended within the DEIS/TPED related to the Elk Grove property are fully funded by the Tribe's payment. In the event the Tribe is unsuccessful securing an agreement with the City of Elk Grove for mitigation of impacts on the shared roadway facilities between the City of Elk Grove and the County of Sacramento, the Tribe shall pay the County a fair share fee for mitigation of impacts to the shared and County roadway facilities.

ii. County Road Maintenance. On the first business day of July each year, beginning with the first July after Opening Day, the Tribe will pay \$215,000 annually. Beginning in the second year in which this payment is due, the payment will increase at a rate of 2% annually. Of the amount



paid to the County by the Tribe pursuant to this subsection, fifty (50%) percent will be applied to reimburse the County for costs directly associated with off-reservation traffic impacts resulting from the Project and fifty (50%) percent will be an Additional Contribution beyond what is required to mitigate for the off-reservation traffic impacts of the Project.

j. Tribal Environmental Impact Report. The County agrees that the foregoing measures in paragraphs (a) through (i) will further and fully address and mitigate any and all impacts of the Project to the environment and County services as described in the DEIS/TPED documents prepared by the BIA, as well as under the Tribal Environmental Impact Report and any other environmental document the Tribe must prepare or have prepared for the Project under any compact with the State of California.

3. County Commitments, Obligations, and Responsibilities: CEQA Compliance by County.

a. The County acknowledges that it will fully comply with CEQA to the extent applicable before funding, approving, or undertaking any discretionary action described in this Agreement that affects the physical environment. Nothing in this Agreement shall be construed in any manner that constitutes funding, approving, or undertaking any particular action or otherwise limit the County's full discretion to fund, approve, authorize, disapprove, or modify any proposed projects.

b. The County also acknowledges that it will promptly comply with CEQA to the extent applicable before it exercises its discretion and commits to any particular course of action that may directly or indirectly affect the physical environment so as to minimize any delay with the County's obligations to the Tribe by this Agreement.

c. With respect to the County, the execution of this Agreement is not a project under CEQA because this Agreement creates a governmental funding mechanism that can be used for traffic or other mitigation programs should the County undertake such actions after compliance with CEQA to the extent applicable.

d. With respect to any CEQA obligation required of the County by this Agreement, no action or failure to act by the County is to be construed as a default of any obligation undertaken by the Tribe under this Agreement.

e. In consideration for the obligations undertaken by the Tribe herein, the County shall provide correspondence to the BIA that it does not oppose the application of the Tribe to the United States and requests the United States to take lands, as identified in Exhibit A, into trust for the benefit of the Tribe and respond to inquiries about the Tribe's trust application from the BIA in a manner that is

consistent with the correspondence.

f. The County agrees to consider, in its discretion, to join the Tribe, at the Tribe's expense, to affirmatively oppose any effort by any party to enjoin the construction and/or opening of the Project.

g. The County will not oppose efforts by the Tribe to negotiate and obtain a compact with the State of California. The County acknowledges the payments provided herein will fully address the impacts to the County associated with the Project described herein.

4. Continued Relations. In an effort to foster the government-to-government relationship between the County and the Tribe, representatives of the County and the Tribe agree to meet on a regular basis, and no less than annually, to discuss any issues or concerns either or both may possess with respect to their respective communities, whether in conjunction with the Project, impacts associated with the Project, this Agreement or otherwise.

5. Voluntary Resolution; Reference to Other Means of Resolution.

a. In recognition of the government-to-government relationship of the Tribe and the County, the Parties hereby agree to use their best efforts to resolve any disputes that may arise under this Agreement through good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive relief against the other to enforce terms and conditions of this Agreement when circumstances are deemed to require immediate relief, the Parties hereby agree to work to resolve any disputes informally first, through a process of meeting and conferring in good faith. The Parties agree that such a process would foster cooperation and efficiency in the administration and compliance by each other with the terms of this Agreement. The Parties agree to the following dispute resolution process:

i. Either Party will give the other Party, as soon as possible after the event giving rise to the concern, a written notice specifically detailing the concern and issue needing resolution.

ii. The Parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten (10) days after actual receipt of the notice, unless both Parties agree in writing to an extension of time.

iii. Disputes that arise under this Agreement and that are not otherwise resolved through informal negotiation, or other mutually acceptable means as provided in this Section 5 shall be resolved in the Superior Court of the State of California, County of Sacramento. The Parties agree that venue is proper in the Sacramento County Superior Court. The disputes to be

submitted to the court include, but are not limited to, claims of breach or violation of this Agreement. The Parties nonetheless agree that, except in the case of imminent threat to the public health or safety, they will take reasonable efforts to explore alternative dispute resolution, including mediation, prior to resorting to judicial process.

6. Tribal Sovereignty. The Parties acknowledge and agree that the Tribe:
  - a. Is a federally recognized Indian Tribe.
  - b. Is not generally subject to the jurisdiction of the County or its laws, rules, regulations and ordinances.
  - c. Has the right to have land taken into trust by the United States for the benefit of the Tribe.
  - d. Has not submitted to, and nothing in this Agreement is intended to constitute or shall be construed as constituting a submission by the Tribe to, the jurisdiction of:
    - i. the County or any of its subdivisions or departments;
    - 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.
7. Limited Waiver of Sovereign Immunity
  - a. The Tribe expressly and irrevocably waives its sovereign immunity (and any defense based thereon) in favor of the County as to any dispute that arises out of this Agreement. The Tribe hereby consents only to the jurisdiction of the Sacramento County Superior Court of California (and all relevant courts of appeal), for the limited purpose of hearing any dispute arising out of this Agreement. The Parties agree that jurisdiction and venue for any such dispute will be in (and the Tribe's limited waiver of sovereign immunity will extend to) Sacramento County Superior Court.
  - b. The Tribe's waiver of sovereign immunity from suit is specifically limited to permitting, and does permit, the following actions and judicial remedies:
    - i. The enforcement of a judgment of specific performance or injunctive relief requiring the Tribe to perform an obligation under this Agreement or enjoining the Tribe from conduct deemed by a court to constitute a breach of this Agreement.

ii. The enforcement of a judgment awarding money and/or damages. The waiver is limited to amounts due under the terms of this Agreement, and in no instance shall the waiver be read to allow judicial enforcement of any kind against the assets of the Tribe, other than the revenue stream of its Project. In addition, enforcement may not be levied against any Indian land or structures located thereon over which the Tribe exercises governmental control.

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

8. Damages. The Parties hereby agree that, in the event of default, any damages awarded or arising under this Agreement 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 Agreement be entitled to special, incidental, indirect, consequential or punitive damages, lost profits, or attorney's fees. By acceptance and execution of this Agreement, the Parties hereby agree that the only monetary damages contemplated by the Parties as arising from this Agreement are actual or direct damages which do not, in any event, exceed the contribution amounts expressly stated in this Agreement and that the Parties are precluded from asserting any claims for additional or other monetary damages.

9. Reopener Provisions.

a. Either Party may request that the other Party renegotiate one or more terms of this Agreement if and only if: (1) there is a significant change that directly or indirectly relates to a Party's expectations under this Agreement, and (2) that change materially impacts that Party. Such changes may include, but are not limited to, a change in State or federal law that extends gaming to non-Indians or non-Indian lands, or a material increase or reduction in the scope of gaming at the Project either through a decision by the Tribe or through a change in federal or State law.

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

c. If the request is determined to meet the requirements for renegotiation pursuant to this Section 9, then the Parties will meet within thirty (30) days from the receipt of the request and will commence to renegotiate in good faith. The sole purpose of the negotiation will be to determine if there are alternative terms that are consistent with the purposes of this Agreement. Neither party is obligated to agree to a new agreement or any new term(s) as a result of the renegotiation process authorized by this Section 9.

10. Suspension Events. If, due to Force Majeure (as hereinafter defined) a material portion of the gaming operations previously conducted by the Tribe on the Elk Grove property are suspended or terminated, the Parties' obligations under this Agreement 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 11, 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 affect on the Project; riots; war; or terrorism. Nothing in this Section 11 shall reduce the Tribe's liability for contributions or other payments that become due or payable prior to the date such gaming operations are suspended or terminated.

11. Notices.

a. Any notices required or permitted under this Agreement shall be in writing and may be personally delivered, or delivered via United States Postal Service, first class mail, certified, postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed to the respective representatives of the County and the Tribe at their respective addresses as follows:

For the County:

County Executive Officer  
700 H Street, 7th Floor  
Sacramento, CA 95814

With Copies To:

County Counsel  
700 H Street, Room 2650  
Sacramento, CA 95814

For the Tribe:

Tribal Chairperson  
9728 Kent Street  
Elk Grove, CA 95624

With Copies To:

Tribal Attorney  
9728 Kent Street  
Elk Grove, CA 95624

b. Any Party may change the address to which such communications are to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

c. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on receipt if sent by first class mail, certified, postage prepaid.

12. Miscellaneous Provisions.

a. Term of Agreement. This Agreement will take effect immediately upon the Elk Grove property identified within this Agreement being taken into trust by the BIA and will remain in effect until replaced by a new agreement between the Parties. In the event that the Elk Grove property identified by this Agreement is

never taken into trust by the BIA or that the application for land-into-trust is abandoned or withdrawn by the Tribe, or the Tribe does not receive a valid compact from the State of California or the right to operate the Project under Secretarial Procedures, this Agreement shall never come into effect.

b. No Third Party Beneficiaries and No Assignment. This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

c. Amendments. This Agreement may be amended only by written instrument signed by the Parties.

d. Waiver. The waiver by either Party or any of its officers, agents or employees or the failure of either Party or any of its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of the same, or of any terms, covenants or conditions of this Agreement.

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

f. Severability. It is the express intent of the Parties that if any provision of this Agreement is held by a court of competent jurisdiction, following exhaustion of all appeals, to be invalid or unenforceable, then that provision shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect. The Parties shall enter into good faith negotiations to replace the invalid or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to the economic effect of the invalid or unenforceable provision.

g. Timely Performance. The Parties acknowledge that time is of the essence in the performance of this Agreement. Each Party hereby covenants to act diligently and in good faith, and without undue delay in the performance of any of its obligations under this Agreement.

h. Entire Agreement.

i. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or other agreements, whether written or oral.

ii. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

iii. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

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

DATED:

COUNTY OF SACRAMENTO

BY: \_\_\_\_\_

Nav Gill  
County Executive Officer

DATED:

APPROVED AS TO FORM:

BY: \_\_\_\_\_

Krista C. Whitman  
Assistant County Counsel

DATED:

WILTON RANCHERIA

BY: \_\_\_\_\_

Raymond C. Hitchcock  
Chairperson

DATED:

APPROVED AS TO FORM:

BY: \_\_\_\_\_

Rose M. Weckenmann  
Counsel for Wilton Rancheria