

**INTERGOVERNMENTAL AGREEMENT
BETWEEN BUTTE COUNTY AND
THE MECHOOPDA INDIAN TRIBE OF CHICO RANCHERIA, CALIFORNIA**

This Intergovernmental Agreement (“Agreement”) is entered into this ___ day of _____, between the Mechoopda Indian Tribe of Chico Rancheria, California (“Tribe”), a federally recognized Indian tribe, and Butte County (“County”), a political subdivision of the State of California (“State”). The County and the Tribe shall be collectively referred to herein as the "Parties."

RECITALS

A. The Tribe has lived in its aboriginal home in and around Butte County since time immemorial.

B. In 1988, Congress enacted the Indian Gaming Regulatory Act (P.L. 100497, codified at 18 U.S.C. § 1166, et seq. and 25 U.S.C. § 2701, et seq.) ("IGRA") to regulate certain gaming on Indian lands in the United States. The IGRA provides a regulatory framework for the operation of gaming by Indian tribes as a means, among other things, of promoting tribal economic development, self-sufficiency, and strong tribal government. The IGRA requires Class III gaming on the lands of federally-recognized Indian tribes to be conducted in conformity with a tribal-state compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior.

C. The United States formally restored federal recognition of the Tribe in 1992.

D. On January 24, 2014, the United States took 626.55 acres of land in Butte County, California into trust for the benefit of the Tribe (“Site”).

E. The National Indian Gaming Commission (“NIGC”) designated the Site as "restored lands" within the meaning of the IGRA.

F. The Tribe has continued to take greater steps towards economic self-sufficiency and independence by establishing the Mechoopda Economic Gaming Authority (“MEGA”), the gaming economic development arm of the Tribe. MEGA’s goal is to promote the economic welfare of the Tribal government, by pursuing opportunities related to gaming.

G. On August 8, 2028, the Tribe entered in a tribal-state gaming compact ("Compact") with the Governor of California, for which approval by the Secretary of the Interior was published in the Federal Register on December 12, 27, 2018. The Compact entitles the Tribe to conduct class III gaming activities on its trust lands in compliance with the IGRA. The Compact fosters the

opportunity for government-to-government negotiations between the Tribe and the County regarding off-reservation impacts related to the class III gaming development projects.

H. In November 2020, MEGA partnered with Palace Hospitality Development, LLC (“Palace”) a development company wholly owned by the Santa Rosa Indian Community of the Santa Rosa Rancheria, California, to assist MEGA to finance, develop and construct a gaming facility on the Site.

I. After much planning and deliberation, MEGA and the Palace determined it was not feasible to construct a permanent Class III gaming facility (“Class III Project”) on the Site, instead seeking to develop a much smaller Class II gaming facility with approximately 45,000 square feet of gaming space in a temporary structure hosting approximately 300 class II gaming devices, quick service food and beverage facilities, and sufficient outdoor parking (“Class II Project”).

J. Although neither the IGRA nor the Compact require the Tribe to mitigate any off-reservation impacts of the Class II Project, the Tribe nevertheless acknowledges the Tribe and Butte County are neighbors both with legitimate concerns regarding public safety, economic development, and the character and quality of life in Butte County.

K. The Tribe and the County have a longstanding, government-to-government relationship based on mutual respect and consideration of their respective jurisdictions, laws, regulations, and duties to their citizens. Accordingly, the Tribe wishes to voluntarily enter into this Agreement on a government-to-government basis with the County for the improvement of the greater community.

L. The Parties hereby agree that this Agreement is intended to: (1) compensate the County for public services, including fire protection, law enforcement, emergency medical transport services, and road improvement services provided to the Tribe by the County related to the Class II Project; and (2) strengthen the existing government-to-government relationship between the County and the Tribe.

M. The Parties hereby agree that by entering into this Agreement for the Class II Project, that the Tribe shall not operate any Class III gaming unless all legal requirements under the Compact and IGRA are met, including but not limited to the preparation of a tribal environmental impact report (“TEIR”) pursuant to Section 11.1 of the Compact, as well as the entering of an enforceable and binding intergovernmental agreement (“Intergovernmental Agreement”) with the County pursuant to Section 11.6 of the Compact.

NOW, THEREFORE, in recognition of the goodwill between the Tribe and the County, the Parties hereby agree to cooperate in partnership to ensure a safer and healthier community by assisting one another as follows.

I. FIRE PROTECTION

A. Services Provided

Fire protection services for the Class II Project shall be provided by the Butte County Fire Department (“County Fire”), described as follows:

1. Fire and Hazard Response (365 days per year/24 hours per day). These services include but are not limited to calls relating to fire prevention and fire suppression, hazards, etc., which may require engine companies, fire fighting equipment, the use, laying and connection of hoses, maneuvering of nozzles and direct fire streams, raise and climb ladders, extinguishers and fire fighting hand tools.
2. Emergency Medical Response (365 days per year/24 hours per day). These services include but are not limited to first response services requiring firefighters trained to provide basic life support (BLS) for those whose lives may be in danger.
3. Public Service Response (365 days per year/24 hours per day). These services include but are not limited to calls related to the rescue of trapped people or animals, protection of people which may require engine company, rescue squad, equipment cutters, rams, spreaders, air-bags, cutting torches, shoring equipment, lighting equipment, or generators.
4. Fire Investigation Service (365 days per year/24 hours per day). These services include but are not limited to investigation of major alarm fires and other fires mandated by department policy. Investigation of fires that appear to be significant in fire prevention practices. Interview of witnesses, collection and preservation of evidence. Comprehensive compilation of report data.
5. Fire Prevention and Inspection Services. These services include but are not limited to community awareness and education about proper safety practices, and identification and elimination of hazardous conditions that may pose a threat to life, the environment and property.
6. Fire Marshal Plan Check and Review Services. These services include but are not limited to building plan review, fire alarm and automatic fire system

inspection. Review of proposed developments and building plans for compliance with fire and life safety requirements.

7. Ongoing Consultation Services. The Tribe and the Butte County Office of Emergency Management ("OEM") shall cooperate on a government-to-government basis to promote fire protection and public safety and to provide the Class II Project with the opportunity to benefit, on a voluntary, non-jurisdictional basis, from the constructive suggestions County personnel may have with respect to health and safety issues, and to share expertise to maximize public safety and health.

B. Compensation for Fire Protection Services

Consistent with P.L. 280, the Parties agree that the County is obligated to provide the Class II Project with fire protection services. However, the Tribe has agreed to provide a payment to the County, as a showing of good will and mutual cooperation, beginning on [DATE], 2022, the Parties agree that the Tribe will pay the County [annually] [SUM CERTAIN] dollars (\$[X]) for fire protection services the County provides to the Tribe until a new Intergovernmental Agreement is reached for the Class III Project.

II. LAW ENFORCEMENT

A. Services Provided

Consistent with P.L. 280, the Parties agree that the County is obligated to provide the Class II Project with law enforcement services, including, but not limited to providing calls for service from the Butte County Sheriff Department.

1. Pursuant to this Agreement, the County agrees to provide an adequate level of law enforcement service to the Class II Project, as determined by the Sheriff in consultation with the Tribe, including timely response to security needs. The Tribe shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing County Sheriff services, except for the reimbursement of special event services provided under separate contract or fee schedule.

2. If the Tribe requests additional services, including, but not limited to, greater staffing dedicated to responding to the Tribe's needs, whether for community relations, visibility of law enforcement presence, higher levels of enforcement, or for other reasons, the Parties agree to meet in good faith and to

negotiate [a separate agreement or amendment to this Agreement] for the provision of those additional services.

3. The Parties shall develop procedures to address the interface between the Tribe and the Sheriff to aid in the provision of law enforcement services under P.L. 280, including procedures regarding interaction between the Sheriff's Office and Tribal security personnel, the proper handling and preservation of evidence (particularly with respect to the preparation and protection of surveillance tapes), service of process in criminal proceedings, preparation of incident reports, witness statements, and patrol and arrest procedures in the Class II Project.

B. Compensation for Law Enforcement Services

The Tribe has agreed to provide a payment to the County, as a showing of good will and mutual cooperation, beginning on [DATE], 2022, the Parties agree that the Tribe will pay the County [annually] [SUM CERTAIN] dollars (\$[X]) for law enforcement services the County provides to the Tribe until a new Intergovernmental Agreement is reached for the Class III Project.

C. Supplemental Security Services

1. At the Tribe's request, the Sheriff may agree to provide extra law enforcement services for special events and functions. The County shall bill the Tribe for the cost of such services. All Sheriff services provided for special events shall be billed at rates established by the County for special security services and the Tribe agrees to pay, on a [monthly/quarterly] basis, for the actual, uninsured costs of such services within thirty (30) days of receipt of any invoice.

2. Should the Sheriff incur extraordinary expenses in connection with a response to a significant and unplanned incident relating to gaming operations in the Class II Project that involves criminal activity and requires efforts that are beyond the range of typical emergency law enforcement response, the Tribe and the Sheriff shall negotiate in good faith, and the Tribe shall pay, for reimbursement of the Sheriff's reasonable and necessary extraordinary expenses incurred in connection with such incident. Such reimbursement shall not include payment of any claims for personal injury associated with an incident. The County agrees to bill, and the Tribe agrees to pay, on a [monthly/quarterly] basis, for the actual, uninsured costs of such services within thirty (30) days of receipt of any invoice.

III. EMERGENCY MEDICAL AND EMERGENCY TRANSPORT SERVICES

The County agrees to provide the Tribe with emergency medical and ambulance services pursuant to the County's current contract for those services. To the extent the County is unable to recover the cost of such services through an insurance provider or other third-party responsible for payment, the County agrees to bill, and the Tribe agrees to pay, on a [monthly/quarterly] basis, for the actual, uninsured costs of such services within thirty (30) days of receipt of any invoice.

IV. TRAFFIC IMPROVEMENTS

A. Improvements Needed

The Parties agree the County and Caltrans are obligated to maintain roads and infrastructure on California Highway 149 and Openshaw Road leading to the entrance of the Class II Project. However, the Tribe requests the County's assistance in improving the condition of certain infrastructure. To enhance traffic safety and reduce congestion the Tribe shall take the following actions to provide physical improvements to roads:

1. Improvements to the Intersection State Highway 149 and Openshaw Road are needed. The Tribe shall improve the intersection of State Highway 149 and Openshaw Road in accordance with Caltrans and County requirements. Tribe agrees to pay 100% of the costs necessary to accomplish such improvements including right of way acquisition, design, permitting, and construction. Improvements shall include, but not be limited to, intersection signalization and widening of all three approaches to the intersection including:

- Eastbound Highway 149: left turn lane and through lane
- Westbound Highway 149: right turn lane and through lane

2. Improvements to Intersection of Openshaw Road and Class II Project entrance are needed. The Tribe shall improve the intersection of Openshaw Road and the Class II Project entrance in accordance with County requirements. At a minimum, improvements shall include turn lanes to provide adequate capacity at the entrance. County agrees to expeditiously process necessary design review, environmental review and permits, and agrees to coordinate such improvements with Caltrans in order to allow Tribe to expeditiously begin and accomplish construction of the improvements. Tribe agrees to pay 100% of the costs necessary to accomplish the project, including right of way acquisition, design, and construction.

3. Improvements to Openshaw Road between the Class II Project entrance and State Highway 149 are needed. The Tribe shall improve Openshaw Road in

accordance with County requirements. At a minimum, improvements shall include widening and bridge improvement. County agrees to expeditiously process necessary design review, environmental review and permits, to allow Tribe to expeditiously begin and accomplish construction of the improvements. Tribe agrees to pay 100% of the costs necessary to accomplish the project, including right of way acquisition, design, environmental review, permitting and construction.

4. While the foregoing traffic improvement are not required to be completed before opening of the Class II Project, the Tribe and County support expedited construction of the foregoing improvements and will expedite processing the permits required to enable construction to proceed. To accomplish this goal, a meeting with Caltrans and County shall be conducted as soon as possible, no later than thirty (30) days after the execution of this Agreement, to identify scheduling goals for the project scope and significant permitting milestones. County will assist Tribe in scheduling periodic follow-up meetings with Caltrans to review progress and for issue resolution. Until permits are issued, these meetings shall occur no less than once per month unless otherwise agreed by the Parties.

5. The County agrees to bill, and the Tribe agrees to pay, on a [monthly/quarterly] basis, for the actual, uninsured costs of such improvements within thirty (30) days of receipt of any invoice.

V. CLASS II PROJECT DEVELOPMENT AND CONSTRUCTION

To assure the protection of the health and safety of patrons, guests, and employees, the Tribe shall require the Class II Project to comply with all development and construction standards pursuant to Section 6.4.2 of the Compact, including but not limited to meeting or exceeding the construction standards set forth in Applicable Codes as defined by the Compact.

VI. FUTURE SERVICES

The parties agree to negotiate the provision of compensation for the provision of any additional services not contemplated by this Agreement.

VII. LEGAL PROVISIONS

A. Voluntary Dispute Resolution. In recognition of the government-to-government relationship of the Tribe and the County, the Parties will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive or other relief, the Parties hereby establish a threshold requirement that disputes between the Tribe and the County first be subjected to a process of meeting and conferring in good faith to

foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance with the terms, provisions, and conditions of this Agreement, as follows:

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

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

3. If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then either Party may seek to have the dispute resolved by a mediator in accordance with this section, but neither Party is required to submit to mediation. The mediator will be selected by agreement of both Parties.

4. Disagreements that are not otherwise resolved by mediation or mutually acceptable means as provided in this Section may be resolved in U.S. District Court for the Eastern District of California. The disputes submitted to court action include, but are not limited to, claims of breach or violation of this Agreement. In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the County on the grounds that the Tribe has failed to exhaust administrative remedies. The Parties agree that, except in the case of an imminent threat to the public health or safety, reasonable efforts will be made to explore alternative dispute resolution prior to resorting to, or during, a judicial process.

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

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

For the Tribe:

Tribal Chair
Dennis Ramirez
125 Mission Ranch Blvd

For the County:

Chief Administrative Officer
Andy Pickett
25 County Center Drive, Suite 200

Chico, CA 95926

Oroville, CA 95965

With a Copy to:

Rob Rosette
Rosette, LLP
565 W. Chandler Blvd., Suite 212
Chandler, AZ 85225

Bruce Alpert, County Counsel
Butte County Counsel's Office
25 County Center Drive, Suite 210
Oroville, CA 95965

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

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

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

D. Term of Agreement. The term of this Agreement commences on the date of execution and shall stay in effect perpetually until the Parties enter into a new Intergovernmental Agreement pursuant to the Compact for the development, construction and operation of the Class III Project, or until the Tribe discontinues the operation of the Class II Project.

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

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

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

H. Authorized Representatives. The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into

this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement understand that both Parties are relying on these representations in entering into this Agreement.

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

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

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

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

M. Entire Agreement.

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

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

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

TRIBE:

MECHOOPDA INDIAN TRIBE OF
CHICO RANCHERIA,
a federally recognized Indian Tribe

By:

Dennis Ramirez, Chairman

COUNTY:

BUTTE COUNTY,
a political subdivision of the State
of California

By:

[CHAIR'S NAME], Chairperson
Board of Supervisors

APPROVED AS TO FORM:

Robert Rosette, Counsel for
Mechoopda Indian Tribe of Chico Rancheria

Bruce Alpert, County Counsel
Butte County