



American Arbitration Association
Dispute Resolution Services Worldwide

Western Case Management Center
Jeffrey Garcia
Vice President
Cathie Stewart
Assistant Vice President

June 16, 2008

6795 North Palm Ave, 2nd Floor, Fresno, CA 93704
telephone: 877-528-0880 facsimile: 559-490-1919
internet: <http://www.adr.org/>

VIA US MAIL

Craig C. Allison, Esq.
Stevens & O'Connell, LLP
400 Capitol Mall, Suite 1400
Sacramento, CA 95814

Arnold D. Samuel
Buena Vista Rancheria
P.O. Box 162283
Sacramento, CA 95816

Cathy A. Christian, Esq.
Nielson, Merksemer, Parrinello, Mueller & Naylor
1415 L Street
Sacramento, CA 95814

Re: 74 199 00260 08 BRBA
Buena Vista Rancheria of Me-Wuk Indians
VS
County of Amador

Dear Parties:

By direction of the Arbitrator we herewith transmit to you the duly executed Award in the above matter. This serves as a reminder that there is to be no direct communication with the Arbitrator. All communication shall be directed to the Association.

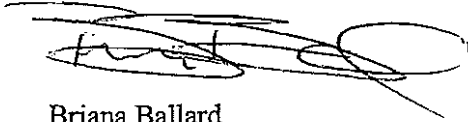
At this time we have verified with the arbitrator that he has submitted all requests for compensation and expenses in this matter. Accordingly, we have conducted a final reconciliation of the finances and are providing each party with a Financial History and Compensation Summary. If a party had any unused compensation deposits, we have issued a refund check that should arrive in the mail shortly. If a party has an outstanding balance, that party will continue to receive cyclical invoices until the balance is paid.

Note that the financial reconciliation reflects costs as they were incurred during the course of the proceeding. Any apportionment of these costs by the arbitrator, pursuant to the Rules, will be addressed in the award and will be stated as one party's obligation to reimburse the other party for costs incurred. Any outstanding balances the parties may have with the AAA for the costs incurred during the arbitration proceedings remain due and payable to the AAA even after the final award is issued, and regardless of the arbitrator's apportionment of these costs between the parties in the award.

Please note that the case file will be destroyed fifteen (15) months after the date of this letter.

We appreciate your selection of the AAA as your alternative dispute resolution provider in this matter. As always, please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Briana Ballard', with a large, stylized flourish extending to the right.

Briana Ballard
Case Manager
559-650-8025
BallardB@adr.org

Supervisor Information: Harry L. Hernandez, 559 490 1853, Hernandezh@adr.org

Enclosures

cc: Robert V. Kuenzel, Esq.

AMERICAN ARBITRATION ASSOCIATION
Commercial Arbitration Tribunal

In the Matter of the Arbitration between

Re: 74 199 00260 08 BRBA
Buena Vista Rancheria of Me-Wuk Indians (Claimant)
VS
County of Amador (Respondent)

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the arbitration agreement entered into between the above-named parties and dated August 23, 2004, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, do hereby, AWARD, as follows:

Pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and following due notice to all parties, a final evidentiary hearing was held in this matter on May 28, 2008, before the duly appointed sole Arbitrator, Robert V. Kuenzel. Appearing at the hearing was Craig Allison, Esq. and Arnold Samuel, Esq., counsel for Claimant Buena Vista Rancheria of Me-Wuk Indians. The County of Amador (the "County"), which had previously and formally informed the AAA and Claimant that it did not intend to participate in these proceedings, did not appear. Witnesses were sworn and evidence was taken both orally and in the form of extensive documents presented at the hearing, and the matter was taken under submission.

Background and Arbitration Agreement.

The federal Indian Gaming Regulatory Act, 18 U.S.C. § 1166 *et seq.* and 25 U.S.C. § 2701, *et seq.* ("IGRA"), provides a statutory basis for the operation of gaming by Indian tribes as a means, among other things, of promoting tribal economic development, self-sufficiency, and strong tribal government. IGRA allocates regulatory authority over gaming among the federal government, the state in which a tribe has Indian land, and the tribe itself. IGRA makes Class III gaming activities lawful on the lands of federally-recognized Indian tribes if such activities are, among other things, conducted in conformity with a tribal-state compact entered into between the Indian tribe and the state and approved by the U.S. Department of the Interior.

The Buena Vista Rancheria of Me-Wuk Indians (the "Tribe") and the Governor of California, on or about September 10, 1999, entered into a tribal-state gaming compact (as amended, see below, hereinafter the "Compact") to permit the Tribe to conduct Class III gaming activities on its lands in compliance with IGRA. The Compact was approved by the Department of the Interior on or about May 5th (or 8th, the executed document being difficult to read in that respect), 2000. In August 2004, the Tribe and the Governor of California entered into and the Department of the Interior subsequently approved an Amendment to the original Compact.

The Compact contains provisions (contained generally in Section 10.8 of the Amendment thereto) requiring the Tribe to prepare a Tribal Environmental Impact Report ("TEIR") and to consult with the County of Amador (the "County") and to enter into an Intergovernmental Agreement (an "ISA") including mitigation provisions to address significant off-reservation environmental effects stemming from the proposed gaming facility, compensation arrangements for public services to be provided by the County and/or the City of Ione (the "City") as a consequence of the project and for programs to address gambling addiction, and provisions to mitigate effects on public safety attributable to the project, including compensation to the City and/or County. The Compact also contains a provision providing for

the mandatory and binding arbitration of any issues between the Tribe and the County that could not promptly be resolved in negotiations between them, pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). That provision also specifically provides for arbitration proceedings to continue and for the issuance of a final award in the absence of one of the parties, and delimits the Arbitrator’s authority as to the content of an ISA by requiring the Arbitrator to select (on grounds specified) one of the two “last, best written offers” to be submitted by the Tribe and the County following the unsuccessful conclusion of their pre-arbitration attempts to negotiate such an ISA.

Although the Compact provided only for a 55-day period after the issuance of a Final TEIR for negotiations on the foregoing subjects, at the end of which the Tribe or the County would have the right to demand prompt arbitration, the parties twice agreed in writing to extend that deadline period, ultimately agreeing in August 2007 that the negotiation period would be extended on an open-ended basis, subject to the right of either party to deliver a 7-day notice to terminate negotiations and proceed to arbitration. Although the Compact provided (somewhat ambiguously) that the “last, best written offer[s] made *during the [prior] negotiation*” would be “*exchange[d]*” *within 5 days of [i.e. after]* the demand for arbitration that marked the *end* of negotiations, the Tribe and the County entered into a written agreement in December 2007 (while still productively negotiating) providing that if either party sent a 7-day notice to terminate negotiations under the August 2007 agreement, the parties would then exchange written proposals during the 7-day period, which would, they agreed, constitute their “‘last, best, written offers’ for purposes of any arbitration,” both sides agreeing not to argue or assert in arbitration that any prior proposals or offers “made during negotiations should instead constitute a Party’s ‘last, best written offer’ for purposes of arbitration.”

The Proposed Project and the Parties’ Negotiations

Pursuant to IGRA and the Compact, the Tribe was authorized to develop a Class III gaming casino with an unlimited number of Class III gaming devices. By the conclusion of an extensive TEIR process, however, in which the County and numerous other interested parties and members of the public contributed comments, concerns and questions, and the Tribe responded with comments of its own and/or project revisions, where deemed appropriate, the Tribe’s proposed project had become more limited: The Tribe proposed to develop a 328,521 square foot Class III gaming casino and entertainment facility, with approximately 2000 Class III gaming devices and 80 table games, with support offices and facilities and restaurant, food court, lounge, shopping and entertainment areas (the “Facility”), and related infrastructure and parking facilities, on approximately 17 acres of the Tribe’s trust lands in Amador County.

Shortly after the issuance of the Final TEIR in May 2007, the Tribe began an eight-month, detailed process of consultations and negotiations with the County to address and seek agreement on the mitigation and compensation issues generally identified by the Compact, and those specifically identified by the County in the course of the negotiations. The evidence establishes that this was an extensive process, in which many issues were raised and thoroughly discussed and negotiated, and which, though doubtless not without some difficult decisions along the way, produced considerable progress. The evidence also establishes that the Final TEIR and the lengthy and thorough discussion and negotiation process between the parties provided ample data and information for the County and others interested to determine whether and what significant off-reservation environmental effects might result from the proposed project, as well as the sufficiency of the proposed and negotiated measures to mitigate such effects.

As of January 29, 2008, indeed, it appeared that the negotiation process had worked fully and successfully. On that date, both the Tribe and the County publicly announced that they had reached terms on a full proposed Intergovernmental Services Agreement (the “proposed ISA”), subject to the approval of the County Supervisors and the Tribe’s Tribal Council. The particulars of the proposed ISA need no detailed recitation here; it is sufficient to note that they included significant concessions from the Tribe beyond those that the County could ever have insisted on in negotiations, including, perhaps most

notably, a permanent limitation on the number of Class III gaming machines (1650) meaningfully less than had been explicitly permitted by the original Compact (and which limit had been removed in the Amendment to the Compact), a reduction of the gaming tables to 20, agreement to begin the Facility with only 950 Class III machines and to renegotiate, in detail, if there was a desire later to expand towards the 1650 limit, and agreement not to operate the increasingly popular (and relatively unregulated) Class II gaming machines. Unsurprisingly, the County's official press release stated that "[t]he County's negotiators believe that it is unlikely that the County will receive all the funds and other impact mitigation through the arbitration process that are detailed in the [proposed ISA]. . . .The ISA also includes requirements and community programs that may be outside the scope of the Tribe's State Compact Agreement."

Indian gaming is apparently not politically popular in Amador County, however. In this context, the County's press release specifically sought public input on the question of whether it should finally approve the proposed ISA, or, instead, face an arbitration (in which the County itself expressed the belief it would likely do less well than it had at negotiations) and attempt to pursue a separate federal court litigation (in Washington, D.C.) in which it was seeking to challenge the authority of the Secretary of the Interior to approve the Compact between the State of California and the Tribe. Ultimately, the County Supervisors (with one member formerly supporting the proposed ISA recusing himself from the deliberations) deadlocked two-to-two and declined to approve the proposed ISA.

The Supervisors emerged from a closed session on March 4, 2008, however, and announced that they would approve the proposed ISA if the Tribe would accept two amendments, one clarifying that required commercial liability insurance would be underwritten by insurers who were A-rated (or higher rated) by A.M. Best, and one changing an ISA provision to allow the County to continue to pursue (rather than to dismiss) the referenced federal court litigation. (The County's outside counsel, formalizing this "offer" to the tribe, specifically "note[d] that the federal lawsuit is unrelated to the requirements of the tribal-state compact between the State of California and the Buena Vista Rancheria.") After considering this offer, the Tribe (while expressing disappointment) accepted it, on the sole condition that the County Supervisors approve the proposed ISA, as so amended, at its forthcoming March 11, 2008 meeting – failing which, the Tribe gave notice by the same letter, it would terminate negotiations and proceed towards arbitration on a 7-day cycle to begin on March 12, 2008.

Despite its prior formal announcement and its counsel's formal "offer," which the Tribe had accepted, the County Supervisors again declined (2 votes to 2) to approve the proposed ISA, as amended at its request, at its March 11, 2008 meeting. The Tribe timely submitted a "last, best written offer" for purposes of this arbitration, consistent with the Compact and the parties' written agreements thereon. Though not required to do so, the Tribe maintained in its "last, best written offer" all of the provisionally agreed terms and conditions and all of its negotiating concessions, save one: it removed its prior agreement to compensate the County for the estimated costs of its legal expenses in negotiating the proposed ISA that the County ended up refusing to proceed with, in the circumstances described above.

The Tribe timely demanded this arbitration, under and pursuant to the Compact. The undersigned Arbitrator was duly selected, sworn and appointed under the rules of the AAA.

The Arbitration Proceeding

Following a prehearing conference, in which the County (as per its previous advice) elected not to participate, the date of May 28, 2008 was set for the evidentiary hearing on this matter. The County was given due notice thereof, and also invited not only to appear, but also to submit any information or positions it may wish to have considered on what, if any, bearing the federal court lawsuit referenced above might have on this proceeding. The County submitted nothing, and did not appear at the evidentiary hearing. The Tribe submitted a prehearing brief and presented, as indicated above, both live, percipient testimony and numerous, extensive documentary exhibits. The matter was deemed closed and submitted for decision on May 28, 2008.

Principal Issues

The County has not participated in this proceeding. That fact is a matter of the County's own choosing, and shall have no bearing on this Award. The Compact specifically provides that if an arbitration Respondent (here, the County) "does not participate in the arbitration, the arbitrator shall nonetheless conduct the arbitration and issue an award." The AAA Commercial Arbitration Rules, specifically incorporated by the Compact, likewise so provide.

A separate federal court lawsuit is pending in Washington, D.C., between the County and the federal government. The County has elected (after being invited to do so) not to submit information or arguments (if any there be) that might suggest that there is any reason that the mere pendency of said lawsuit should delay or interfere with this proceeding. So far as the Arbitrator is aware, there has been no attempt to seek to enjoin this proceeding; and surely no order doing so has been served. Indeed, the County's own statements (quoted above) have specifically stressed that the federal court lawsuit is "unrelated" to the requirements of the Compact, being arbitrated (as applied to the facts) here. Finally, it is the Arbitrator's understanding that the federal court lawsuit is an attempt to invalidate the sovereign actions of both the federal government and the State of California, and is based, at least in meaningful part, on the contention that the Tribal lands to be used for the project at issue here are not really "Indian lands" within the meaning of the statute. Without purporting to adjudicate issues not required for decision here, the Arbitrator notes that the contrary written opinion of the National Indian Gaming Commission makes it clear that there is at least a colorable basis for the federal actions being challenged in that lawsuit.

There is only one "last, best written offer" before the Arbitrator. This, of course, is because the County chose (and confirmed in a writing, signed by its Supervisors, that it had chosen) not to submit one. In the context of a Compact that specifically states (and also incorporates rules specifically providing) that one party cannot frustrate the other's right to a speedy arbitration and award by not participating, it cannot be that such a party can frustrate the other's right to a meaningful award simply by withholding a last, best written offer it was required to submit by the same Compact.

The sufficiency of the Tribe's "last, best written offer." The Compact limits the Arbitrator to choosing one of what was presumed to be two submitted last, best written offers, under specified criteria. Only one such offer being submitted, it could reasonably be argued (as the Tribe has argued) that there is nothing more to consider – its last, best written offer would have to be accepted and included in an award, whatever its contents.

While there is definite appeal to this argument, this Award is based as well on these facts and considerations: The hearing evidence and record make clear that the Tribe has complied thoroughly, fully, and in good faith, with the TEIR and negotiation process required by the Compact, and made major concessions on many issues (including important issues on which the County had no right to expect concessions) to attempt to meet the County's reasonable (and other) concerns in that process. The evidence establishes that this process produced an agreement that at the level of County experts as well as the most senior County staff, and by the County's own official statements, was deemed fully acceptable on all fronts – subject to the broader political question about the desirability of Indian gaming in Amador County, a question that, unfortunately for its opponents, has been largely committed to resolution by the federal and state governments, not to the County.

The Tribe, though not obliged to do so, has adhered to every element of that negotiation process and the proposed ISA, except the one provision by which it would have paid for the County's very expensively valued legal services to produce a proposed ISA that the County's political leadership has elected (albeit by stalemate) not to honor. In that respect, of course, the Tribe's last, best written offer does not completely compensate the County for one class of expenses it undoubtedly incurred; but it is also true that the course the County followed here has imposed quite considerable costs on the Tribe in

terms of its own legal expenses during, and the costs of its experts' and consultants' time and work to assist with, the negotiations. Many of those expenses would not have been required of the Tribe had the County simply declared early on that it would not approve an ISA, no matter how fairly and fully it dealt with the issues identified for negotiation by the Compact. The Tribe could, in such event, also have demanded an early arbitration last July, and been at least 6 to 9 months further along in the process of building its casino project and Facility, and that much closer to realizing revenue from its permitted gaming operations, revenue-months that may well never be made up. The Arbitrator does not mean to suggest by this analysis that the County's negotiations on the project were in any way conducted in bad faith – only that the way the County's negotiation and decision-making process went forward here has imposed extensive costs and foregone revenue on the Tribe.

The Arbitrator finds and concludes that the Tribe has duly, timely, and in compliance with the procedural and substantive requirements of the governing Compact, initiated and presented good and sufficient proof in this arbitration, and has established its right to have an ISA entered in accordance with its last, best written offer, which reasonably, fairly and fully addresses the issues identified for negotiation and agreement with the County by the Compact.

DECISION AND AWARD

Attached hereto is the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN THE COUNTY OF AMADOR AND THE BUENA VISTA RANCHERIA OF ME-WUK INDIANS (the "Final Agreement"), proposed by the Tribe on March 18, 2008 as its "last, best written offer for an Intergovernmental Services Agreement," as contemplated by the Compact, and as described hereinabove.

It is hereby decided and awarded as follows:

- (1) The attached Final Agreement has been executed by the Arbitrator to reflect approval thereof within the scope of this Arbitration, and shall be, and hereby is declared to be (a) the Agreement between the Tribe and the County, as to those matters within the scope of Section 10.8.8 of the Compact, and (b) fully enforceable, effective immediately upon the issuance of this Award.
- (2) Each party shall be responsible for its own attorneys' fees and expenses in connection with this matter.
- (3) If it should be deemed necessary for a court officer to further execute the Final Agreement, it is hereby declared to be consistent with the terms and purposes of the Compact and the scope and intent of this Award that any authorized judge or other officer of a court of competent jurisdiction so execute the Final Agreement on behalf of any party (ies), if properly called upon to do so.
- (4) The administrative filing and case service fees of the AAA, totaling \$4,500.00, shall be borne equally.

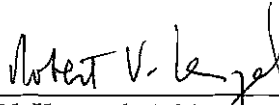
The fees and expenses of the arbitrator, totaling \$7,391.99, shall be borne equally.

The other common expenses relating to this proceeding, totaling \$150.00, shall be borne equally.

- (5) Therefore, County of Amador shall reimburse Buena Vista Rancheria of Me-Wuk Indians the sum of Six-Thousand, Twenty Dollars and Ninety-Eight Cents (\$6,020.98), representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by Buena Vista Rancheria of Me-Wuk Indians.

This award is in full settlement of all claims submitted to the Association. All claims not expressly granted herein are hereby denied.

Dated: June 11, 2008



Robert V. Kuenzel, Arbitrator

BUENA VISTA RANCHERIA OF ME-WUK INDIANS

**“LAST, BEST WRITTEN OFFER”
FOR AN INTERGOVERNMENTAL SERVICES
AGREEMENT PURSUANT TO AMENDED TRIBAL-
STATE COMPACT SECTIONS 10.8.8 & 10.8.9**

March 18, 2008

**INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF AMADOR AND
THE BUENA VISTA RANCHERIA OF ME-WUK INDIANS**

This Intergovernmental Services Agreement (“Agreement”) is entered into this ____ day of _____, 2008, between the County of Amador, a political subdivision of the State of California (“County”), and the Buena Vista Rancheria of Me-Wuk Indians, a federally recognized Indian tribe located in the County of Amador, State of California (“Tribe”).

RECITALS

- A. The Board of Supervisors of Amador County and the Tribal Council of the Buena Vista Rancheria of Me-Wuk Indians recognize that each is a governmental entity with responsibility for the health and general welfare of its people.
- B. In 1988, Congress enacted the Indian Gaming Regulatory Act (“IGRA”) to govern gaming on Indian lands in the United States. IGRA provides a statutory basis for the operation of gaming by Indian tribes as a means, among other things, of promoting economic development, self-sufficiency, and strong tribal governments.
- C. IGRA allocates regulatory authority over gaming among the federal government, the state in which a tribe has land, and the tribe itself. IGRA makes Class III gaming activities lawful on the lands of federally-recognized Indian tribes only if such activities are, among other things, conducted in conformity with a tribal-state compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior.
- D. In 1999 the Tribe and the State entered into a Tribal-State Compact (“1999 Compact”). In 2001, the Tribe and the County entered into an intergovernmental services agreement pursuant to the 1999 Compact.
- E. In 2004, the Tribe and the State agreed to revise the Compact and entered into an Amendment to the Compact, which was subsequently approved by the Secretary of the Interior (“Amended Compact”). The Compact Amendment, among other things, requires that the Tribe and the County enter into a new intergovernmental services agreement providing for the mitigation of off-reservation environmental and direct fiscal impacts of the Tribe’s gaming facility.
- F. In May of 2007, the Tribe issued a Final Tribal Environmental Impact Report (“TEIR”). In making any discretionary decisions regarding those off-site environmental impacts that result from the proposed gaming facility, the County is committed to fully complying with the California Environmental Quality Act (“CEQA”). The County will not exclusively rely on the TEIR prepared by the Tribe for the proposed gaming facility in making any discretionary decision concerning the off-site environmental impacts resulting from this Project.

G. Because the Tribe is not required to comply with CEQA, and in light of the fact that the Tribe has sovereign status under federal law, the County Board of Supervisors believes that it is in the best interests of the County to enter into this Agreement so as to clarify the County's role and to engage the Tribe in a process for determining and enforcing mitigation measures for off-site environmental impacts.

H. The Tribe is willing to enter into this Agreement as a responsible exercise of its sovereignty and its 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.

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

NOW, THEREFOR, the County and the Tribe agree to enter into this Agreement for the purposes of: (1) establishing a mechanism for mitigation of off-site impacts expected to result from the proposed gaming facility; (2) providing financial resources to help fund those mitigation measures; and (3) strengthening the government-to-government relationship between the County and the Tribe.

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

1. Tribe's Commitments, Obligations and Responsibilities. The Tribe will construct a Project in full compliance with the terms set forth in this Agreement.

a. Project Components. The project to be developed by the Tribe shall consist of the Buena Vista Rancheria Gaming and Entertainment Facility ("Gaming Facility"), together with a multi-level parking garage, a wastewater treatment facility and disposal system, a water supply system, water supply treatment and storage facilities, landscaping, lighting, an access driveway, and any other facilities that are used in connection with the above (collectively referred to as the "Project"). The Project is more particularly described on Exhibit A attached and incorporated by this reference. The Project shall be constructed on the designated development area, consisting of 17.06 acres in the north-central portion of the Tribe's Rancheria land, as depicted in the map attached as Exhibit B and incorporated herein by this reference. Detailed descriptions and depictions of the aspects of the Project, other than the Gaming Facility (the multi-level parking garage, wastewater treatment and disposal facility, water supply system, water supply treatment and storage facilities, landscaping, lighting and access driveway), are included on Exhibit A.

- i. Gaming Facility. The Gaming Facility will be multi-level and will be no greater than 260,000 square feet. Of that area, no more than 24,000 square feet will be designated and utilized for the gaming floor. The Gaming Facility and the Project shall have no more than 950 slot machines and no more than 20 gaming tables. The Gaming Facility will also include an entertainment lounge, retail shops, a multi-purpose event center, and several dining venues. (See Exhibit A for further explanation of the square footage assigned to various components of the Project.) For the purposes of this Agreement a "slot machine" shall mean a Class III gaming device that is designed to interface with no more than one individual user. The parties agree that the Tribe shall not allow any Class II gaming devices of any kind in the Project.
- b. Non-Smoking Facilities. It is the Tribe's intent to make all on-site restaurants non-smoking facilities; however, the Tribe is not contractually bound by this Agreement to do so.
- c. Construction. The Tribe shall comply with all requirements of all Applicable Codes as set forth in section 6.4.2 of the Amended Compact in the construction of the Project. For the purposes of this Agreement, the term "Applicable Codes" shall have the meaning set forth in section 6.4.2 of the Amended Compact. In addition, the Tribe shall comply with all requirements of the Amador Air District in the construction of the Project.
- d. Limitations on Alcoholic Beverage Service. If a Tribal Application to the State Department of Alcoholic Beverage Control ("ABC") to serve alcoholic beverages at the Gaming Facility is approved, then the Tribe will limit service of alcoholic beverages to restaurants, lounges and the event center only. No alcohol will be permitted on the gaming floor.
- e. Mitigation of Project Impacts on Off-Reservation Environment.
 - i. Traffic. Any offsite impacts from traffic attributable to the Project will be mitigated by improvements to be determined and performed by the governmental agency that has jurisdiction over the subject roadways. Such improvements are set forth in Exhibit C, attached hereto and incorporated by this reference. The Tribe shall contribute all funds necessary to accomplish these improvements and other mitigation measures as set forth on Exhibit C. The completion of any such improvements is not a prerequisite to the Tribe commencing construction of the Project. However, certain of the improvements must be completed and operational prior to the commencement of operations at the Gaming Facility, if so provided on Exhibit C.
 - ii. Water Resources. The Tribe represents that it intends to use groundwater as the sole water supply for the Project. Use of any other sources of water will require approval of and renegotiation with the

County prior to commencement of use of such other sources; provided, however, that the County shall participate in such renegotiation in good faith and shall not unreasonably withhold or deny any such approval. The Tribe and County have jointly created a Groundwater Modeling, Monitoring and Mitigation Plan, which provides the methods by which the Tribe will monitor the Project's water usage and the off-reservation impacts of such usage for the purpose of ensuring that the Tribe's use of groundwater will create no significant adverse off-site impacts. The Plan also sets forth the method and means of mitigating any identified impacts. The Plan is attached hereto as Exhibit D and incorporated herein by this reference.

iii. Additional Environmental and Other Impacts. Additional environmental and other impacts of the Project will be mitigated by the Tribe as set forth on Exhibit E attached and incorporated by this reference.

iv. Fire Protection and Emergency Medical Services. The Tribe will pay for fire protection and emergency medical services as set forth on Exhibit F attached and incorporated by this reference.

v. Emergency Medical Services. The Tribe will negotiate and enter into an agreement with American Legion Ambulance Services to provide adequate and necessary ambulance services for the Project.

vi. Traffic Enforcement. The Tribe shall pay annually to the California Highway Patrol the amounts set forth on Exhibit G attached and incorporated by this reference, to be segregated for use by CHP to provide enhanced traffic enforcement necessitated by the Project. The payments set forth on Exhibit G shall continue until the expiration of this Agreement.

vii. Law Enforcement and Other Public Safety and Public Services. To reasonably compensate the County for any other impacts associated with the Project on public services and public safety, including but not limited to law enforcement, the Tribe will pay to the County annually the amounts set forth on Exhibit H attached and incorporated by this reference, continuing until the expiration of this Agreement.

viii. Gambling and Substance Abuse Addiction Programs. Beginning when the Gaming Facility commences operations and continuing during the term of this Agreement, the Tribe will pay \$150,000.00 per year to the County to support the administration of gambling and substance abuse addiction programs within the County. This payment will be increased annually by 3.0% or the CPI Adjustment Factor (as defined in Section 1.i below), whichever is greater.

ix. Waste Disposal. The Tribe at its expense shall dispose of garbage generated by the Project at the Buena Vista Transfer Station. The Tribe will not build or operate its own landfill or transfer station to service the Gaming Facility or the Project.

x. The Buena Vista Amador County Community Fund. The Tribe will pay the County the sum of \$1,000,000 annually, which may be used by the County in its discretion to offset additional, intangible impacts on services and facilities as a result of the Project or to enhance community services and facilities. This fund shall be referred to as "The Buena Vista Amador County Community Fund." The Tribe shall make the first payment no later than thirty (30) days after the Project Financing Date, as defined on Exhibit C, and on each anniversary date thereafter. Amounts paid under this Section 1.e.x shall be increased annually by 3.0% or the CPI Adjustment Factor, whichever is greater.

f. Compensation to City of Ione. The Tribe will pay the sum of \$100,000 (the "Base Payment") annually to the City of Ione ("City") as compensation for impacts attributable to the Project on public services and public safety. The first annual payment shall be made no later than ninety (90) days prior to the anticipated opening of the Gaming Facility. Amounts paid under this Section 1.f shall be increased annually by 3.0% or the CPI Adjustment Factor, whichever is greater. This Agreement and the compensation to Ione contained herein shall supersede the terms of the Intergovernmental Services Agreement between the City and the Tribe entered into in September of 2001.

g. Compensation to Amador County Unified School District. The Tribe will pay the sum of \$92,880 to Amador County Unified School District as a one-time facility fee within thirty (30) days after the first Project Financing Date.

h. Indemnification and Insurance.

i. The Tribe will indemnify and hold harmless the County, its elected representatives, officers, agents, and employees against any claim brought or filed by a third party, including federal, State or local agencies that challenges the validity or performance by the County under this Agreement, the authority of County to enter into this Agreement, or any approval called for in this Agreement as set forth in this Section 1.h.i, except for a claim based on or caused by the sole, gross negligence of the County, its elected representatives, officers, agents, and employees, including willful misconduct and intentional wrongdoing. The amount of this indemnification will be equal to 100% of the County's costs, expenses (including reasonable attorneys' fees), liability of any kind or nature, or losses, up to the amount of \$1,000,000; for any costs, expenses, liability or losses above

\$1,000,000 the County and the Tribe shall each bear one-half of the amount.

ii. The Tribe will indemnify and hold harmless the County, its elected representatives, officers, agents, and employees against any claim brought or filed by a third party, including federal, State or local agencies, alleging a dangerous condition of public property in connection with travel on any County roads to or from the Gaming Facility, except for a claim based on or caused by the sole, gross negligence of the County, its elected representatives, officers, agents, and employees, including willful misconduct and intentional wrongdoing. The amount of this indemnification will be equal to the County's costs, expenses (including reasonable attorneys' fees), liability of any kind or nature, or losses; provided, however, that such amount shall not exceed the policy limits of the insurance maintained pursuant to subsection v. below.

iii. The Tribe will indemnify and hold harmless the County and any first responding agencies and personnel (such as police, fire, hazardous materials response team, and emergency services personnel) against any claim brought or filed by a third party, including federal, State or local agencies, involving any incident that occurs as a result of activity at the Project, except for a claim based on or caused by the sole, gross negligence of the County or any such first responding agencies or personnel, including willful misconduct and intentional wrongdoing. The amount of this indemnification shall not exceed the policy limits of the insurance maintained pursuant to subsection v. below.

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

v. The Tribe will obtain and maintain a policy of commercial general liability insurance consistent with industry standards for non-tribal casinos and underwritten by an insurer with an A.M. Best rating of A or better with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate covering bodily injury and property damage, including volunteer excess medical coverage. The policy shall include endorsements for the following coverages: premises, personal injury, blanket contractual coverage, and contractual indemnity. The policy shall be on an occurrence form and not on a claims made or modified occurrence form. The policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the indemnity obligations contained herein are concerned.

i. CPI Adjustment Factor. Whenever reference is made in this Agreement (including the Exhibits) to the term "CPI Adjustment Factor,"

the CPI Adjustment Factor shall be calculated in accordance with the following:

- i. If the initial payment (the "Base Payment") of any category of payment made under this Agreement is paid by the Tribe to the appropriate entity prior to January 1, 2009, then there shall be no adjustment to the amount specified herein to reflect any decrease in the purchasing power of the dollar from the date of execution hereof to the date of payment.
- ii. If the Base Payment for any category of payment is paid by the Tribe on or after January 1, 2009, then the Base Payment shall be adjusted to reflect any decrease in the purchasing power of the dollar from the date of execution hereof to the date when the Base Payment is paid.
- iii. Each Base Payment shall be adjusted to reflect any decrease in the purchasing power of the dollar on January 1 following the date of payment and on each January 1 thereafter (each an "Adjustment Date").
- iv. The index used shall be the Consumer Price Index ("CPI") for San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers (the "Index"), as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- v. To calculate each adjustment, the then current payment shall be multiplied by a fraction the numerator of which shall be the CPI for the calendar month that is two months prior to the date that the adjusted payment is to take effect, and the denominator of which shall be the CPI for the calendar month that is two months prior to the last Adjustment Date (or, in the case of the first such adjustment, two months prior to the date upon which the Base Payment was made).
- vi. All increases are compounded year over year. In no event shall an adjusted payment be less than the payment then in effect.

2. County's Commitments, Obligations and Responsibilities. The County acknowledges that it will comply with CEQA to the extent applicable before the County funds, approves, or undertakes 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. The County also acknowledges that it will 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. 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. With respect to any CEQA obligation required of the County by this Agreement, no action or failure to act by the County is to be construed as a default of any obligation undertaken by the Tribe under this Agreement.

3. Future Tribe/County Meetings. In an effort to foster the government-to-government relationship between the County and the Tribe, the Board of Supervisors and the Tribal Council will each appoint representatives of their respective bodies to attend regularly scheduled meetings on Tribe/County concerns. This consortium of Tribe and County representatives will be called the BVAC Joint Committee. These meetings will occur no less than quarterly and will be held in a place accessible to the public. All Brown Act requirements for public meetings will apply to these meetings. The purpose of these meetings is to serve as a mechanism for discussions on matters of common interest and importance to both governments. Staff and advisors for each respective government may be invited to attend as deemed appropriate.

4. Dispute Resolution Provisions.

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

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

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

2. The parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten (10) 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 an

arbitrator in accordance with this Section, but neither party will be required to agree to submit to arbitration.

4. Disagreements that are not otherwise resolved by arbitration or other mutually acceptable means as provided in this Section may 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. To further support venue being proper in Sacramento County Superior Court, the parties agree to execute this Agreement in Sacramento County. If the Sacramento Superior Court refuses jurisdiction for any reason, then the matter shall be heard in the Superior Court of the State of California, County of Amador. The disputes to be submitted to court action include, but are not limited to, claims of breach or violation of this Agreement. In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the County on the grounds that the Tribe failed to exhaust its administrative remedies. The parties agree that, without prejudice to the right of either party to seek immediate injunctive relief against the other when circumstances are deemed to require immediate relief, reasonable efforts will be made to explore alternative dispute resolution avenues prior to resorting to judicial process.

b. Arbitration Rules.

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

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

iii. Pursuant to the Commercial Arbitration Rules of the American Arbitration Association, only one neutral arbitrator may be named.

iv. The provisions of Section 1283.05 of the California Code of Civil Procedure will apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrator.

v. The decision of the arbitrator will be in writing, give reasons for the decision, and will be binding.

- vi. Judgment on the award may be entered in and enforced by the Sacramento County Superior Court of California or, if the Sacramento County Superior Court refuses jurisdiction for any reason, the Amador County Superior Court of California.
- c. No Waiver or Preclusion of Other Means of Dispute Resolution. This Section 4 may not be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of dispute resolution, including but not limited to, mediation, provided, that neither party is under any obligation to agree to such alternate method of dispute resolution.
- d. Dispute Resolution for Water Resources Issues. Notwithstanding anything to the contrary in this Section 4, all disputes relative to the matters addressed on Exhibit D attached hereto shall be resolved in accordance with the procedures set forth on Exhibit D.
- e. Limited Waiver of Sovereign Immunity.
 - i. The Tribe expressly and irrevocably waives its sovereign immunity (and any defense based thereon) in favor of the County, or for the purposes of Section 1.f above, the City of Ione, as to any dispute that arises out of this Agreement or the activities undertaken by the Tribe pursuant to this Agreement. Further, the Tribe expressly and irrevocably waives its sovereign immunity (and any defense based thereon) in favor of any first responders providing services on Tribal land (such as police, fire, hazardous materials response team, or emergency services personnel), as to any dispute that arises out of providing services on Tribal lands. To that end, the Tribe hereby consents only to the jurisdiction of the Superior Court of California (and all relevant courts of appeal), for the purpose of enforcing any arbitration award with respect to any dispute arising out of this Agreement. Notwithstanding the foregoing, with respect to any action brought in the Superior Court of California, the County and the Tribe agree that jurisdiction and venue for any such dispute will be in (and the Tribe's waiver of sovereign immunity will extend to) Sacramento County Superior Court; provided, however, that if Sacramento County Superior Court refuses for any reason to exercise its jurisdiction to hear the matter in question, then venue shall lie in Amador County Superior Court. Further, this waiver only applies to permit the entities/persons listed above to seek judicial relief against the Tribe with respect to any disputes described in this Section 4.e.i, or to enforce any court order or judgment against the Tribe and in favor of any of the entities/persons set forth above within the limitations set forth in Section 4.e.iii.

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

iii. Subject to the provisions of this Agreement defining the scope of the waiver of sovereign set forth in Sections 4.3.i and 4.3.ii above, the Tribe's waiver of sovereign immunity from suit is specifically limited to permitting, and does permit, the following actions and judicial remedies:

1. 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 or an arbitrator to constitute a breach of this Agreement.

2. The enforcement of a judgment awarding money and/or damages; provided that the arbitrator(s) and/or the court will have no authority or jurisdiction to order any execution against any assets or revenues of the Tribe except undistributed or future net revenues or accounts receivable, both as defined by Generally Accepted Accounting Principles, of the Gaming Facility that is the subject of this Agreement. In no instance will any enforcement of any kind whatsoever be allowed against the assets of the Tribe other than the limited assets of the Tribe specified in this subsection 4.e.iii.2.

3. The enforcement of a determination by an arbitrator or a court that Tribe has breached this Agreement, including without limitation any order enjoining the Tribe to cease any such breach.

4. The enforcement of a determination by an arbitrator or a court that prohibits the Tribe from taking any action that would prevent the County from performing its obligations pursuant to the terms of this Agreement, or that requires the Tribe to specifically perform any obligation under this Agreement (other than an obligation to pay money except as provided for in subsection 4.e.iii.2).

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

specifically provided herein or in other agreements entered into by the Tribe relating to the Project.

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

5. Re-opener 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 the party's expectations under this Agreement; (2) that change materially impacts that party; and (3) that change was not anticipated at the time of entering into this Agreement. Such changes may include, but are not limited to, a change in State or federal law that extends gaming to non-Indians or non-Indian lands, a change in the financial obligations of the Tribe to the State under the Amended Compact, a reduction in the scope of gaming on Indian lands mandated by federal or State law, or a change in State law or in the State manner of doing business that increases the County's responsibility regarding traffic on public highways either in terms of law enforcement, road surface maintenance, or traffic safety measures.

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

c. If the request is determined to meet the requirements for renegotiation pursuant to this Section, then the parties will meet within thirty (30) days from the receipt of the request and will commence to renegotiate in good faith. The sole purpose of the renegotiation will be to determine if there are alternative terms that are consistent with the purposes of this Agreement.

d. Regardless of the existence of any significant change as described in subsection a. above, the parties will meet at least once every five (5) years, beginning five (5) years from the date of execution of this Agreement, to discuss whether the terms of this Agreement are still effective to carry out the intent of the parties in entering into this Agreement. If there is a concern by either party that the intent of that party in entering into this Agreement is no longer being fulfilled, then the parties will commence to renegotiate in good faith. The purpose of this renegotiation will be to determine if there are other provisions for inclusion in the Agreement that would more effectively fulfill the intent of the party that has a concern without significantly detracting from the purposes of this original Agreement.

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

f. The re-opener provisions set forth in this Section 5 shall not apply to any proposed Project expansion, which shall instead be governed by the provisions of Section 6 below.

6. Future Negotiations for Project Expansion.

a. New Intergovernmental Services Agreement. Notwithstanding any other provision of this Agreement, the Tribe shall have a one-time right, at any time after the first year of operations, to negotiate a new Intergovernmental Services Agreement with the County for the expansion of the Project, including the Gaming Facility and other non-gaming facilities that are part of the Project, as defined in Section 1:a above; provided, however, that in no event shall any expansion of the Gaming Facility result in more than 1,650 slot machines and 60 gaming tables. Before commencing any expansion of the Project, the Tribe must negotiate and enter into a new enforceable written agreement with the County, which provides for: (i) additional funding for the timely mitigation of any Significant Effect on the Off-Reservation Environment (which effects may include, but are not limited to, aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, water resources, land use, mineral resources, traffic, noise, utilities and service systems, and cumulative effects) where such effect is attributable, in whole or in part, to the Project Expansion unless the parties agree that the mitigation is infeasible, taking into account economic, environmental, social, technological, or other considerations; (ii) additional compensation for law enforcement, fire protection, emergency medical services and any other public services to be provided by the County and/or the City of Ione to the Tribe as a consequence of the Project Expansion. Where the public service is provided by the City of Ione, the County may negotiate the appropriate compensation to be provided to the City; (iii) additional and reasonable compensation for programs designed to address problem gambling and substance abuse; and (iv) additional funding for the mitigation of any effect on public safety attributable to the Project Expansion, including any compensation to the County and the City of Ione as a consequence thereof. Any amount allocated to the City of Ione shall be paid directly to the City.

b. Environmental Review. Before offering to commence negotiations for the expansion of the Project, the Tribe will cause to be prepared, and provide to the County, a written analysis of the potentially significant Off-Reservation impacts of the Project Expansion on public services, traffic and water resources, based upon information provided in the TEIR, information obtained during operation of the Gaming Facility (including

but not limited to data from the Groundwater Modeling, Monitoring and Mitigation Plan, actual traffic counts and service calls), and such other information as shall be necessary to update or augment the information contained in the TEIR. The Tribe's environmental review process shall be undertaken in accordance with the provisions of the Amended Compact.

c. Arbitration. In order to maintain good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from commencing an expansion of the Project and benefiting therefrom, at any time after fifty-five (55) days from the Tribe's offer to commence negotiations, if the parties have not entered into a new agreement, negotiations shall continue until an agreement is reached or until either party provides seven (7) days written notice to the other party of its intent to terminate negotiations and demand binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association as set forth herein with respect to any remaining disputes arising from, connected with, or related to the negotiations. The arbitration will be conducted as follows: Each party shall exchange with each other within five (5) days after the arbitration demand its final written offer made during the negotiation pursuant to this Section 6. The arbitrator will schedule a hearing to be conducted within thirty days of his/her appointment. The arbitrator will be limited to awarding only one of the two offers submitted, without modification, based on the offer/proposal that best provides feasible mitigation of significant Off-Reservation effects on the environment and on public safety, and most reasonably compensates for public services pursuant to subsection a. above, without unduly interfering with the principal objectives of the Project Expansion or imposing mitigation measures that are different in nature or scale from the type of measures that have been required to mitigate impacts of a similar scale of other projects in the surrounding area, to the extent there are such other projects. The arbitrator shall take into consideration whether the Tribe's environmental review conducted pursuant to Section 6.b above provides the data and information necessary to enable the County to determine both whether the Project Expansion may result in a significant effect on the off-reservation environment and whether the proposed measures in mitigation are sufficient to mitigate any such effect. If the respondent does not participate in the arbitration, the arbitrator will nonetheless conduct the arbitration and issue an award, and the claimant will submit such evidence as the arbitrator may require therefore. Review of the resulting arbitration award is waived. In order to effectuate this provision, and in the exercise of its sovereign immunity, the Tribe agrees to waive its right to assert sovereign immunity in connection with the arbitrator's jurisdiction or in any action to (i) enforce the other party's obligation to arbitrate, (ii) enforce or confirm any award rendered in the arbitration, or (iii) enforce or execute a judgment based on said award.

d. Payment of County Costs. In the event the Tribe invokes its one-time right to enter into expansion negotiations and the parties reach an agreement without resorting to arbitration, the Tribe shall reimburse the County for its costs incurred in the negotiation process.

7. Notices. Any notices required under this Agreement shall be in writing and may be personally delivered, or delivered by United States postal service, first class mail, or by a reputable overnight delivery service, addressed as follows or to other such place as either party may designate by written notice to the other:

For the Tribe:

For the County:

8. Miscellaneous Provisions.

a. Term of Agreement. This Agreement will take effect immediately upon execution by both parties and will remain in effect for 20 years or until the termination of the Tribe's Amended Compact with the State, whichever occurs first; provided, however, that if the Tribe's Amended Compact is replaced with another compact, then this Agreement shall remain in effect until replaced by a new agreement between the parties.

b. No Third Party Beneficiaries. 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 to this Agreement other than the limited waiver of sovereign immunity in favor of non-signatories as set forth in section 4.e.iv above.

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

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 hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective party and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on

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

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

g. Non-Severability. It is the express intent of the parties to this Agreement that if any provision of this Agreement is held by a court of competent jurisdiction, following exhaustion of all appeals, to be invalid or unenforceable, 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 invalid or unenforceable provision.

h. Timely Performance. The parties acknowledges 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. By the use of the terms "diligently" and "without undue delay," the County means that it will perform any actions and commit County resources to the completion of any tasks in the same manner that it would apply to any other project of similar size or scope.

9. Entire Agreement.

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

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

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

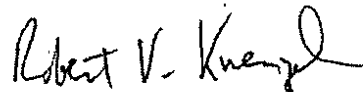
COUNTY OF AMADOR

BUENA VISTA RANCHERIA OF ME-WUK INDIANS

APPROVED AS TO FORM:

Dated: June __, 2008

Approved as the Final Inter-governmental Services Agreement of the parties, under the governing Tribal-State Compact, and as a result of the arbitration conducted thereunder.



Robert V. Kuenzel, Arbitrator

Exhibit A

Project Components

Note: This exhibit generally describes the components of the Project. In the event of any conflict between this Exhibit A and Exhibits D or E, Exhibit D or E as appropriate shall govern.

GAMING AND ENTERTAINMENT FACILITY

The Tribe is proposing to construct a multi-level gaming and entertainment facility of no more than 260,000 square feet. A detailed list of proposed facilities and space is provided in the attached Table. The proposed project shall have no more than 950 slot machines and no more than 20 gaming tables, with a total of no more than 24,000 square feet of gaming area. Additional amenities would include restaurants, dining areas, an entertainment lounge and a retail shop. Proposed restaurants and dining areas include a buffet, an Asian restaurant, a 24-hour grill, a steakhouse, and a food court/fast food area. Alcohol may be served in individual restaurants, lounges, or the event center, but will not be served or permitted on the gaming floor.

Back of house areas would include surveillance facilities, administration/finance/accounting offices, an employee dining room, a break room, mechanical space, and kitchen areas.

The proposed project is anticipated to employ approximately 850-900 individuals.

PARKING

Proposed parking facilities comprise valet parking on the ground and mezzanine levels below the main casino floor and a five-level parking garage adjoining the gaming and entertainment facility. The valet parking would accommodate 560 vehicles. The five-level parking garage would accommodate approximately 1,000 vehicles and 58 handicapped parking spaces, for a total of approximately 1,618 onsite parking spaces. In addition to these parking spaces, five spaces would be provided for buses. Truck loading bays and parking for service vehicles would be located on the southeast side of the parking garage.

WASTEWATER TREATMENT FACILITY

Estimated wastewater flows for the proposed project are about 54,000 gallons per day (gpd) weekday flow, 91,000 gpd weekend flow, and 62,000 gpd average flow. A contingency is added to each of these amounts for the purposes of ensuring adequate treatment plant capacity and ensuring that all wastewater permits obtained allow for an adequate volume of effluent water. It is anticipated that wastewater volumes would vary from month to month; accordingly, the

addition of a contingency will reduce the likelihood of wastewater volumes being underestimated. Wastewater flows with contingency are estimated at 60,000 gpd weekday flow, 100,000 gpd weekend flow, and 70,000 gpd average flow.

A tertiary treatment plant meeting standards at least equivalent to those of California Title 22 would be constructed on the Tribal property to treat wastewater. A conservative peak wastewater flow of 100,000 gpd is assumed for project planning purposes to handle peak weekend flows. The wastewater treatment plant would have two fully redundant treatment process trains with a treatment capacity of 167,000 gpd each. The total combined treatment capacity of the wastewater treatment plant would be expandable within its original footprint.

An onsite treatment plant (south of the parking garage) would provide disinfected tertiary recycled water. This category of recycled water includes secondary effluent that has undergone tertiary treatment and has been disinfected to a level such that the median coliform bacteria in the water does not exceed 2.2 most probable number (MPN) per 100 milliliter (mL). Title 22 defines the tertiary treatment process as generating wastewater that has been oxidized, coagulated, clarified, and filtered. The recycled water turbidity should not exceed 2 nephelometric turbidity units (NTU) on average, should not exceed 5 NTU more than 5% of the time during any 24-hour period, and should never exceed 10 NTU.

Tertiary-treated effluent waters would be reused for non-potable domestic water uses where appropriate and as landscape irrigation water. Tertiary-treated wastewater effluent would be released into a surface water drainage course pursuant to an NPDES permit from the U.S. Environmental Protection Agency.

WATER SYSTEM

The total estimated water demand for the Project is 87,300 gpd which represents the average day demand plus landscape irrigation. The estimated average potable water demand for the Project would be approximately 62,400 gpd and the average recycled water demand would be approximately 24,900 gpd. Therefore, the recommended water supply would be 62,400 gpd. Wells on the reservation will supply the gaming facility's water demands.

A potable water treatment and storage facility would be located south of the parking garage and north of the wastewater treatment facility. A potable water storage tank, with a proposed capacity of approximately 1,000,000 gallons, would be constructed for water storage. The capacity of the potable water storage tank includes 500,000 gallons that is assumed would be adequate to satisfy the requirements for fire flow as specified by the local fire jurisdiction. In addition to the storage tank, the potable water system would include water treatment facilities, water filters, and onsite water conveyance piping.

The Tribe will install several monitoring wells at intervals from the project that will allow adequate assessment of the basin and any associated drawdown that may occur as part of the Proposed Project. Monitoring this well network will

provide baseline data to ensure that use of the wells does not affect off-reservation users.

RECYCLED WATER

Wastewater that has been treated sufficiently to meet or exceed the California Department of Health Services (DHS) comprehensive recycled water regulations (which define treatment processes, water quality criteria, and treatment reliability requirements for public use of recycled water [Title 22, Division 4, Chapter 3 of the California Administrative Code] would be used for flush toilets and urinals, where appropriate, and as landscape irrigation water in order to reduce potable water demand. Treatment, use and management of the recycled water will comply with standards as least as stringent as those found in Title 22.

An onsite recycled-water storage tank of at least 250,000 gallons would be constructed for reclaimed water storage.

STORMWATER DRAINAGE PLAN

The construction of buildings, paved areas, and other newly introduced impervious surfaces associated with the proposed project would result in higher runoff volumes during rain events than those that occur under existing conditions. The proposed project includes a stormwater drainage plan to collect stormwater discharge from impervious surfaces on the reservation and route the discharge through specifically designed catch basins, an underground detention system, vaults, and filters (for entrapment of sediments, debris, and oils). The proposed drainage plan is described in detail in Appendix D to the TEIR. This system was designed to detain the increased runoff amount that will be generated by the proposed project, thereby controlling onsite runoff such that it results in a drainage volume and flood frequency equal to those under existing conditions.

The proposed drainage patterns of the onsite and offsite basins emulate the natural drainage patterns, with portions of the project site draining to the existing wetlands near the north end of the reservation and portions of the project site draining to the northeast boundary of the reservation. Construction of the proposed project would not change the overall existing drainage pattern; however, the volume of stormwater runoff entering the existing wetlands would increase because of the introduction of impervious surfaces.

The proposed drainage system would control increases in the 25- and 100-year storm runoff volumes through the introduction of an underground detention system.

The proposed drainage system is designed to negate any potential increase in the project-related discharge of sediment into the existing wetlands through use of a water quality unit to be installed at the downstream end of the underground detention system, as well as scour protection riprap at the outfall location.

As part of the drainage plan, the Tribe proposes to upgrade and reconfigure the existing culvert at the northeast end of the reservation to function as a reverse

siphon, such that any petrochemicals transported in the runoff will be retained on Tribal lands. The Tribe will also implement a berm monitoring and maintenance program to prevent stormwater from overtopping the perimeter berms around the north and west boundaries of the existing wetlands.

GRADING PLAN

The project site generally slopes down from south to north, with the gradient trending to the northeast in the southeastern portion of the proposed project area. The grading plan that has been developed for the proposed project would provide appropriate building surfaces, maintain drainage patterns, and minimize the visual impact associated with the parking facility. The proposed access driveway would be graded with fill material that will be stabilized with the use of retaining walls along the east and west edges of the driveway.

The north side of the Gaming and Entertainment Facility (front of building and main entrance) would be graded with the use of 8–11 feet of fill, increasing slightly from west to east. Along the west side of the Gaming and Entertainment Facility building, a grade cut would vary from about 10 feet near the middle of the western edge of the building to about 26 feet near the southwest corner. The eastern portion of the Gaming and Entertainment Facility building would be graded with approximately 1–11 feet of fill (increasing from south to north).

A deeper cut would be made for placement of the proposed parking garage and water treatment facilities. A grading cut from approximately 26 feet to approximately 60 feet (from north to south) would be made along the western side of the parking and water treatment facilities at the highest elevations of the proposed project site. The eastern side of the parking garage and water treatment facility would require a shallower cut (approximately 23 feet at the southeast corner) and a small amount of fill near the northeast corner of the parking garage.

Although a portion of the cut material would be used as fill in the lower portions of the project site (the north and northeast areas), more material would be removed than would be used. It is estimated that approximately 300,000 cubic yards of material would be removed from the project site for disposal at an approved fill area as close as practicable to the site.

The periphery of the project site—where significant grading cuts would be made or where significant quantities of fill would be placed—would be stabilized with the use of retaining walls. The retaining walls would be designed to be aesthetically compatible with the building façade. Retaining walls would be constructed around most of the project site, except for small areas where very limited grading would occur.

UTILITIES AND SERVICE SYSTEMS

Pacific Gas & Electric Company (PG&E) has been contacted by Tribal representatives regarding the availability of gas and electric service for the Gaming and Entertainment Facility. A natural gas transmission line is available

at Coal Mine Road. PG&E has confirmed that the gas line can provide adequate capacity to serve the proposed project. PG&E is also preparing a survey to determine necessary upgrades to electrical transmission lines. PG&E will provide a will serve letter at the completion of the survey. Propane and natural gas would not be stored at the Facility.

Tribal representatives have contacted AT&T (previously SBC) engineering department for its feedback on the availability of telephone service. SBC provided a will serve letter to the Tribe dated March 1, 2005. SBC can provide 200 pairs immediately, and will upgrade this number as necessitated by requirements specified in the final project design.

Tribal representatives have contacted Volcano Communications Group (VCG) regarding the provision of cable television service. A "low-voltage consultant" is developing the proposed project's telephone and cable requirements, which will be forwarded to these providers. VCG provided a will serve letter to the Tribe dated April 5, 2005.

LANDSCAPING AND LIGHTING

(This is intended to be a general discussion of landscaping and lighting, and it is subject to the mitigation measures in Exhibit E.)

A landscaped area would surround the entire proposed facility, as well as both sides of the access driveway. Generally, the landscaped area would be approximately 60 feet wide and include trees, shrubs, groundcover plantings, accent plants, vines, bark mulch, and round granite boulders. Proposed tree plantings include eastern red bud, Carolina cherry laurel, paper birch, scarlet oak, and Mondel pine. Approximately 30 types of shrubs, groundcovers, accent plants, and vines are also proposed.

A water feature of fountains, rock features, and plantings would be placed near the main entrance where the driveway approaches the building.

A lighting plan has been designed in combination with the landscaping plan. Exterior lighting would consist of wide-angle backlighting of landscape features (selected trees, water feature, building front) using low-wattage light fixtures. Entry signs on both sides of the access driveway would be illuminated with this type of lighting, as would the length of the driveway, the water feature, and the Gaming and Entertainment Facility building front.

Item	Description of Location	Area or Quantity (SF 1EA)
	PARKING	
	Parking Spaces (5 Level)	Approx. 1,000
	Valet Parking Spaces (Basement)	560 Spaces
	Bus Parking Spaces	5 Spaces
	Handicapped Parking	58
	CASINO FLOOR AREA TOTALS (Low Rise Only)	
	Lobby / Bus Lobby / Audit Room on Ground Floor	20,462
	Intermediate level (2nd Level Valet)	2,172
	Main Floor	166,487
	Mezzanine (Not Applicable)	0
	Total Casino Area	189,121
	FRONT OF HOUSE BREAKDOWN	
	Front of House Area Total	130,620
	Major Features:	
	GaminQ Floor	19,235
	Poker Room	1,417
	High Limit Area	3,348
	Slot Machines - 950ea	
	Table Games - 20 ea	
	Retail Shop	393
	VIP Lounge	1,842
	Buffet- 196 Seats	10,388
	Asian Restaurant - 0 Seats	0
	24/7 Restaurant - 140 Seats	5,049
	Steak House - 122 Seats	4,500
	Blues Lounge - 60 Seats	4,794
	Food Court- 120 Seats	6,588
	Circulation Area	37,228
	Shell Space	19,300
	Lobby/Bus Lobby (Ground Floor)	14,366
	Valet Area (Intermediate Level)	2,172

Item	Description of Location	Area or Quantity (SF / EA)
	BACK OF HOUSE BREAKDOWN	
	Back of House Area Total	58,501
	Major Features:	
	Casino Executive Offices	5,073
	Surveillance	2,017
	Break Room	345
	Cage Area	5,992
	Mechanical Space	10,008
	Buffet Kitchen/Storage	7,300
	Steak House Kitchen/Storage	998
	24/7 Kitchen/Storage	2,127
	Asian Kitchen/Storage	2,087
	Employee Dining Room - 104 seats	6,626
	Audit Room (Ground Floor)	6,096
	Shell Space	690
	Circulation Area	9,142
	WAREHOUSE/BACK OF HOUSE ANNEX BREAKDOWN	
	<i>(Located in Parking Garage)</i>	
	Warehouse/BOH Annex Floors 1 & 2 Total	70,879
	Major Features:	
	Loading Dock	8,349
	Maintenance	1,710
	Slot Repair	440
	Housekeeping	1,287
	Security	1,764
	Time Keeping	501
	Uniforms and Employee Change Area	4,760
	Finance/Payroll/Marketing	10,597
	Human Resources	1,737
	IT Office	1,295
	Administrative Offices	1,331
	Warehouse	15,717
	Mail Room	160
	Tribal Office	761
	Shell Space	462
	Mechanical Space	1,600
	Circulation Area	18,408

Paul Sweetman Design Group
 1500 S. GARDEN AVENUE, SUITE 100
 ANAHEIM, CALIFORNIA 92805
 TEL: (714) 934-1100 FAX: (714) 934-1101
 www.paulsweetmandesign.com

FLYING CLOUD CASINO
 BUENA VISTA RANCHERIA
 4650 COLL WINE ROAD
 ANAHEIM, CALIFORNIA 92840

HOLLANDS RANCHERIA
 BUENA VISTA RANCHERIA
 ANAHEIM, CALIFORNIA 92840

NO.	DESCRIPTION	DATE

SITE PLANS

DATE: 10/10/00
 DRAWN BY: J. WILSON
 CHECKED BY: J. WILSON

A100-b

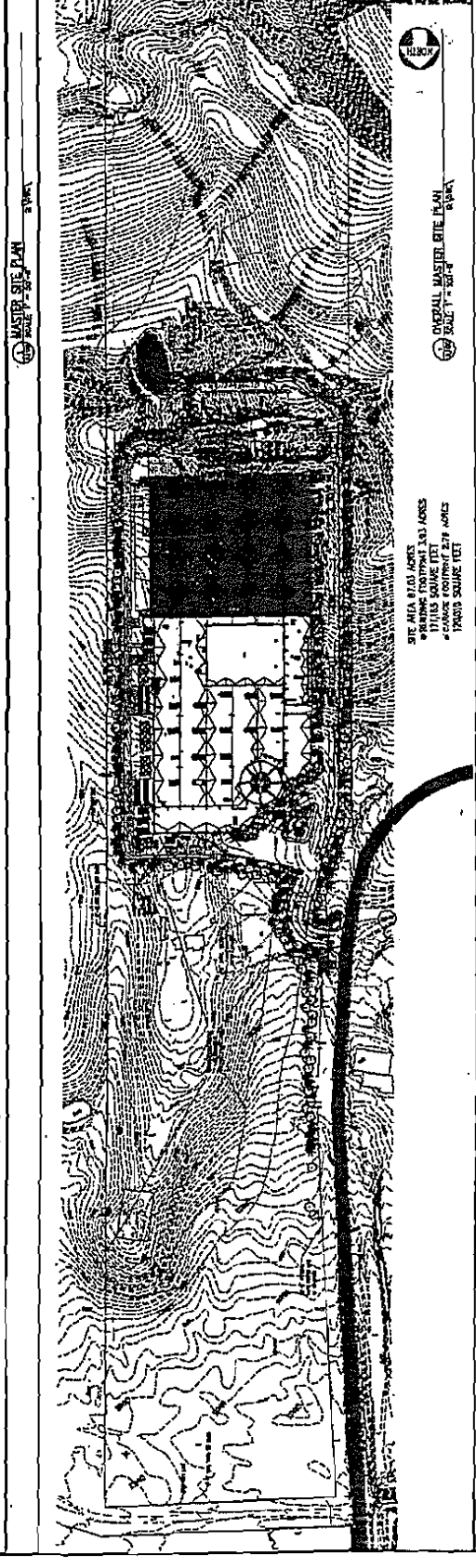
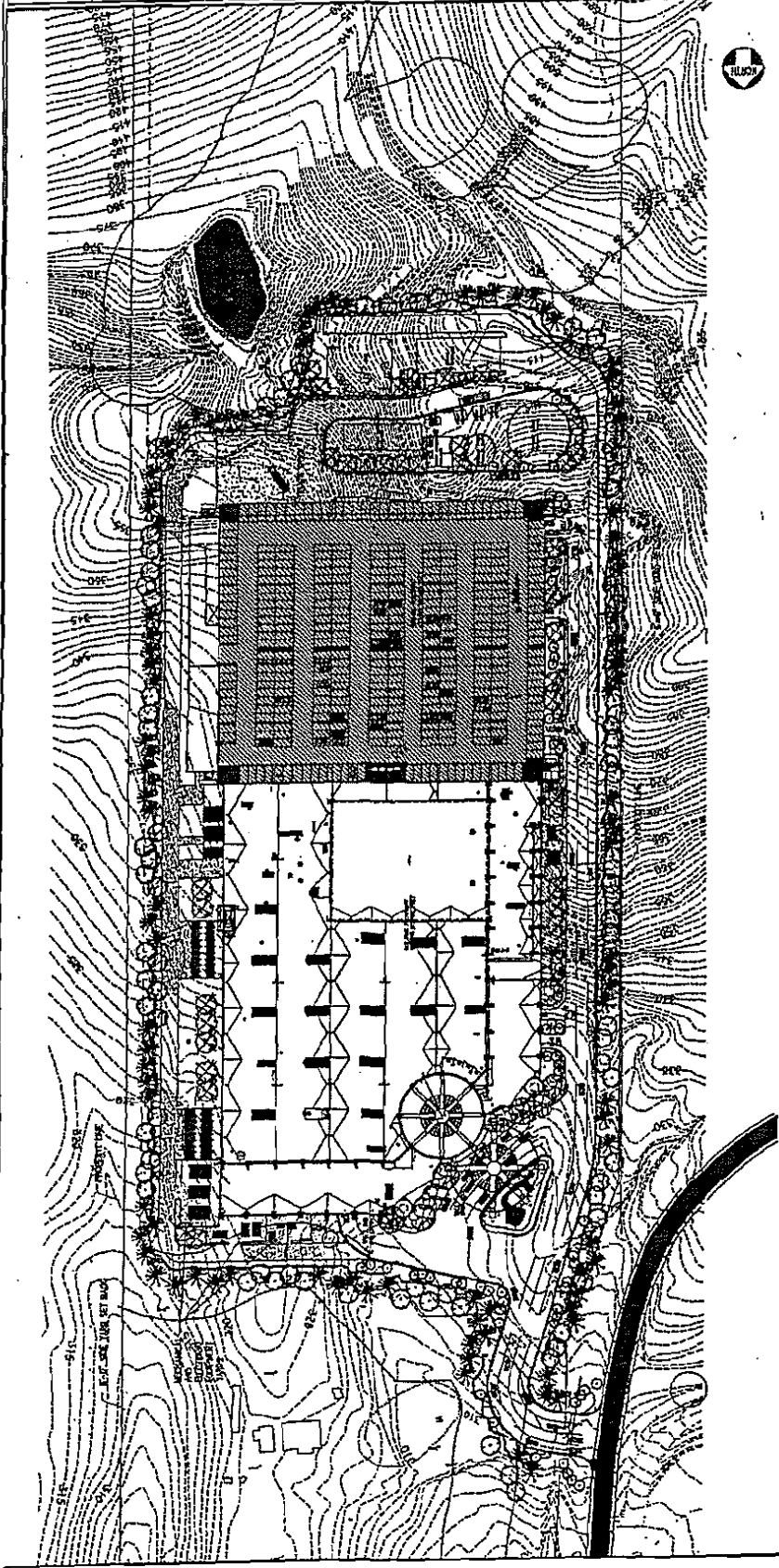


Exhibit C

Traffic and Road Mitigations

A. Mitigation of Traffic Impacts.

1. Funding for Improvements. Within thirty (30) days after the Project Financing Date the Tribe will provide to the County an irrevocable letter of credit ("LOC") in the aggregate estimated amounts set forth in section A.2 of this Exhibit C, upon which the County may draw to cover the costs of the improvements listed below (the "Work"). For purposes of this Agreement, the Project Financing Date means the first date on which one or more debt financings, incurred or issued on behalf of the Tribe to finance the development of the Project, are advanced or made available to the Tribe. The parties agree that the amounts set forth on this Exhibit C are estimates only, that the cost of the required improvements may exceed the estimates, and that the Tribe shall be responsible for paying the total cost of the improvements listed on this Exhibit C. The County shall notify the Tribe of any increase in construction costs above the estimated amounts for any of the Work. In the event that the amount remaining undrawn under the LOC falls below 100% of the updated estimated costs for all outstanding uncompleted Work, then the Tribe shall replace the LOC within thirty (30) days of notice of insufficiency with a new LOC sufficient in amount to cover the costs of the outstanding but uncompleted Work.

2. Improvements to be Constructed.

a. Intersection signal on Coal Mine Road at the Project entrance and advance signal warning signage on north and south Coal Mine Road. Estimated cost of improvement: \$300,000. County shall have the right to approve the design of the signal and signage; provided, however, that the County shall not unreasonably withhold such approval. This improvement will be completed and operational prior to the commencement of operations at the Gaming Facility. The County will not unreasonably deny any application by the Tribe for an encroachment permit to allow access to the Project from Coal Mine Road.

b. Signal and associated lane improvements at the intersection of State Route 88 and Liberty Road/Camanche Parkway, but only if such signal and associated lane improvements are required by CalTrans upon the completion of a signal warrant analysis by the Tribe and independent review by CalTrans. The Tribe agrees that it will reimburse the County or CalTrans as appropriate for any costs related to the signal warrant analysis or project-related design and construction. Estimated cost of improvement: \$1,015,625 to \$2,000,000. These improvements will be completed and operational prior to the commencement of operations at the Gaming Facility, if required by CalTrans.

c. Signal and associated lane improvements at the intersection of State Route 88 and Buena Vista Road, but only if such signal and associated lane improvements are required by CalTrans upon the completion of a signal warrant analysis by the Tribe and independent review by CalTrans. The Tribe agrees that it will reimburse the County or CalTrans as appropriate for any costs related to the signal warrant analysis or project-related design and construction. Estimated cost of improvement: \$1,015,625 to \$2,000,000. These improvements will be completed and operational prior to the commencement of operations at the Gaming Facility, if required by CalTrans.

d. Rehabilitation of Coal Mine Road (including box culvert improved to match road lane width) and damaged segments of Buena Vista Road to match their current lane widths. For the purpose of this subparagraph d, "rehabilitation" shall mean removing the existing pavement down to base material (if present) or native soil, and rebuilding with the base material and pavement necessary to achieve a traffic rating of 8.5. Estimated cost of improvement: \$5,025,109. This improvement will be completed and operational prior to the commencement of operations at the Gaming Facility.

e. Traffic calming measures along Jackson Valley Road, consisting of stop signs at three intersections and needed advisory signs. Estimated cost of improvement: \$27,000. These improvements will be completed and operational prior to commencement of operations at the Gaming Facility.

f. Mitigation of the pre-existing drainage problems on Coal Mine Road when flooding exists and presents a safety hazard to patrons, as determined by the County Office of Emergency Services, by following the procedures set forth in an emergency plan prepared by the Tribe and approved by the Office of Emergency Services, the California Highway Patrol, and the Public Works Agency. All costs associated with the implementation or performance of the emergency plan procedures, in the event of such flooding, shall be borne by the Tribe. The emergency plan will be completed and approved prior to commencement of operations at the Gaming Facility.

B. Miscellaneous Road Mitigation Measures.

1. The Tribe will pay to the County annually the sum of \$75,000 (the "Base Payment") to fund (i) periodic road repairs for roads the County deems to be affected by the Project, and (ii) energy and maintenance costs for the two signals on Highway 88. Amounts paid under this section B.1 shall be adjusted on January 1 of each year as follows: the Base Payment shall be increased by 3.0% or the CCI Adjustment Factor, whichever is greater. All increases are compounded year over year. In no event shall any increased payment be less than the payment then in effect, as compounded. For the terms of this Agreement, the term CCI Adjustment Factor shall mean a fraction the numerator of which shall be the difference between the Construction Cost Index (CCI) published for the quarter in which the adjustment is being made and the CCI published for the corresponding quarter of the preceding year, and the denominator of which shall be the CCI published for the corresponding quarter of the preceding year. The index used shall be the Quarterly California Highway Construction Cost Index published by the California

Department of Transportation. The Base Payment shall be deemed to be the amount in effect on the date of execution of this Agreement. The Tribe shall make the first payment (adjusted by the CCI Adjustment Factor from the date of execution of this Agreement to the projected date of the first payment) to the County concurrently with the opening of the Gaming Facility and on January 1 of each year thereafter.

2. With respect to any roadway improvements under the jurisdiction of the State, the Tribe, prior to commencement of Project construction, will enter into a separate agreement with CalTrans setting forth the Tribe's obligations to contribute its fair share of the costs of the identified improvements.

3. The Tribe will provide weekly roadside litter pickup and disposal along Buena Vista Road from Hwy 88 to Coal Mine Road, Jackson Valley Road (west) from Hwy 88 to Buena Vista Road, and Coal Mine Road from Buena Vista Road to North Camanche Parkway. The Tribe will indemnify and hold harmless the County from and against any injury suffered in the course of the litter pickup specified in this paragraph.

4. The Tribe will pay to the County at the time of commencement of construction the then current traffic mitigation fee based upon an average Saturday ADT of 4,764. If traffic counts taken one year and two years after the commencement of operations show a difference of more than 5% from the figures used in this paragraph to calculate the payment, then the Tribe shall pay the additional amount to the County if actual ADT exceeds the estimate, or alternatively shall receive a refund if actual ADT is less than the amount used in this paragraph.

5. All persons performing any construction or grading activities for the Project shall utilize Coal Mine Road and Buena Vista Road only as haul roads to reach State Highway 88. The Tribe must consult with and obtain agreement from County on additional mitigation measures to be implemented once the Tribe determines the destination of soil excavated from the Project site, provided that the County shall not unreasonably withhold or delay agreement on any such additional mitigation measures.

6. All promotional materials and advertising will direct traffic to utilize Buena Vista Road as the access road to the Project.

Exhibit D

Ground Water Modeling, Monitoring, and Mitigation Plan

Groundwater Impacts.

1. Development of Monitoring Group. Prior to the commencement of construction, the Tribe and the County will each appoint a qualified consultant (certified hydrogeologist, professional engineer, registered geologist, or other qualified professional licensed in the State of California) to represent it in matters related to groundwater. The two consultants shall be the voting members of a monitoring group (the "Monitoring Group") that will monitor groundwater levels and water quality in the basin in which the Project is located. Interested local off-site well owners may participate as non-voting members of the Monitoring Group.

2. Development of Model and Water Budget. Upon execution of this Agreement, the Tribe will begin preparation of a ground water basin model and a water budget that estimates the long-term safe yield volume of groundwater that can be extracted by the Project. The Tribe will diligently pursue completion of the model and water budget, and will provide to the County monthly progress reports. The preliminary model and water budget must be completed and approved by the Monitoring Group prior to commencing operations at the Project. The Model will be calibrated with 12 months of actual operational data at which time assumptions used in the model will be refined. In developing the basin model and water budget, the Tribe's consultant will collect, compile and analyze geologic data and hydrogeologic data, including the following:

a. Geologic data: geologic reports and other studies of the basin, existing boring and well logs, existing pits and trenches, existing road cuts, and other geologic exposures.

b. Hydrogeologic data: measurement of initial ground water levels in existing wells (and, after construction, future monitoring wells) to obtain water level and water quality information and variations through time of water levels and chemistry; measurement of ground water levels and quality in existing wells (and, after construction, future monitoring wells) in response to pumping the Project's supply wells under various pumping scenarios to project long-term effects; measurement of quantities per unit of time of ground water extracted from the aquifer by existing well owners (may be calculated based on land use if data is not available); assessment of sources and volume of recharge water available to the aquifer.

3. Development of Monitoring Well Work Plan. Upon execution of this Agreement, the Tribe will prepare for approval by the Monitoring Group a monitoring well work plan. The Tribe will also present the work plan to the Monitoring Group for final approval after review of the report of monitoring well installation. The work plan

shall include proposed groundwater monitoring well locations, depths and screened intervals, based on the results of the groundwater modeling analysis and selected so that the influence of the Project's groundwater extraction can be recognized at the earliest possible time. Monitoring well locations will be selected to reflect all of the following:

- a. Groundwater conditions on the Project site.
- b. Off-site conditions immediately adjacent to the Project.
- c. Off-site conditions at a distance from the Project to provide data on trends as the Project extracts groundwater.

The County at its expense may observe and conduct its own tests of off-site monitoring wells, and the Tribe shall provide access to all monitoring points to the County's consultant at all reasonable times for the purpose of such observation and sampling.

4. Implementation of Monitoring Plan and Measurement Devices. Immediately upon commencement of construction of the Project, the Tribe will construct the monitoring wells and piezometers called for in the approved work plan, and install electronic flow meters (accuracy +5%) with totalizing function and data loggers at each water supply wellhead for the project. The Tribe will collect the following information for presentation to the Monitoring Group:

- a. Monthly report: water usage reports summarizing daily water usage at each well, maintenance activities associated with the operation of the Project's wells (including flow meter and well pump failure or replacement), operational status of any existing or new wells, groundwater extraction for each extraction well, results of monitoring well water quality tests (including pH, specific conductivity, boron, VOCs via EPA method 8260, tannin and lignin, all analyzed by a California ELAP or federal NELAP accredited lab certified in the appropriate fields of testing), and on-site production well water quality tests (in compliance with EPA and Indian Health Services protocol).

- b. Quarterly report: recorded water level data from all supply and monitoring wells, results of water quality sampling, text summary of the results and a map depicting potentiometric contours for the aquifer, with contour intervals selected to accurately illustrate prevailing groundwater gradients and flow directions.

- c. Annual report (to replace the fourth quarter report): compilation of the data from the previous twelve months, analysis of trends that have become evident as a result of the monitoring, recommendation of actions that should be implemented to address those trends.

Appendices of raw data shall accompany each report. The Tribe will perform monitoring well water quality tests on a monthly basis prior to the commencement of operations at the Project; after the commencement of operations, the Tribe will conduct those tests on a

quarterly basis. Monthly reports will be provided no later than the fifteenth day of the following month; quarterly reports and annual report will be provided no later than forty-five days after the end of the reporting period. Monthly groundwater monitoring reports will be provided for a minimum of twelve months before groundwater extraction. Extraction reports will be provided for a minimum of twelve months after the commencement of groundwater extraction for the Project. At that time, the Monitoring Group will discuss the scope and schedule and determine if there are any necessary changes to the reporting requirements.

5. Implementation of Mitigation Measures. If the model predicts significant off-site impacts in connection with continued groundwater extraction that are supported by measurements collected as part of the monitoring plan, or if production volumes from the on-site production wells cause significant off-site impacts, then the Monitoring Group shall meet to determine mitigation measures that will be applied to the Project. The Tribe shall implement all mitigation measures identified as necessary by the Monitoring Group. Such measures shall include without limitation the following:

- a. Construction of an additional on-site water storage tank with sufficient storage capacity to meet peak water demand. This water storage tank is in addition to the 1 million gallon potable water storage and 250,000 gallon recycled water storage tanks already proposed by the Project.
- b. Secure supplementary water supplies prior to creating off-site impacts at or above threshold values, and prior to implementation of any subsequent Project expansion.
- c. Reduce pumping to a sustainable level through Project operational adjustments, automatic cessation of groundwater pumping if the water level at any project well reaches the top of the confined aquifer until such time as 50% recovery of the water level in that well occurs, or cessation of groundwater pumping from all wells. For the purposes of this Exhibit D and the Agreement, the term "sustainable level" shall mean pumping at a level at which there are no adverse offsite impacts to groundwater.
- d. Pay the Tribe's pro rata share of the cost to lower the pump to an elevation below the top of the aquifer if any pump in an off site well within the basin is suspended above the top of the aquifer and lowering of the potentiometric surface of the aquifer results in the pump breaking suction, even though the potentiometric surface has not been drawn down to the top of the aquifer, provided the condition described in this paragraph 5.d is determined by the Monitoring Group to be caused in whole or in part by the Project.
- e. Any other measures deemed reasonable and necessary by the Monitoring Group to prevent creation of significant off-site groundwater impacts.

6. Resolution of Disputes.

a. In the event the two voting members of the Monitoring Group (i.e. the Tribe's consultant and the County's consultant) fail to agree on any matter, then either the Tribe or the County may request in writing that the parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the issue within fifteen (15) days of the date of service of such request.

b. If the Tribe and the County fail to agree upon a resolution to the issue as a result of the meet and confer process, then the issue shall be referred to a qualified third party consultant for resolution. The third party consultant shall be selected as follows:

(i) The Tribe and the County shall develop a list of qualified consultants acceptable to both parties. Each consultant shall meet the qualification requirements set forth above in Section E.1.

(ii) The list shall contain at least three persons.

(iii) The list shall be updated on an annual basis by the parties to assure the availability of the listed experts.

(iv) Each dispute will be resolved by the next consultant on the list, starting from the top, so that one consultant is not relied upon to make all decisions regarding disputes.

c. The decision of the third party consultant shall be binding upon the parties. This process for resolution of groundwater impact issues shall prevail over any general dispute resolution mechanism in this Agreement.

Exhibit E

BUENA VISTA RANCHERIA MITIGATION MEASURES FOR ADDITIONAL ENVIRONMENTAL AND OTHER IMPACTS (Traffic and groundwater supply measures not included)

(Note: Wherever a mitigation measure is identified with a letter and number designation [such as “AES 3a” or “HYD-1a”], that measure is taken from the Tribal Environmental Impact Report, referred to herein as the “Tribal EIR.” An asterisk (*) is placed next to mitigation measures from the Tribal EIR that have been modified. Other measures that do not appear in the Tribal EIR are listed as “Additional Mitigation Measures.”)

AESTHETICS

Mitigation Measure AES-3a: Implement project landscaping plan to provide a visual buffer and to improve aesthetics

The project landscape architect and contractor will adhere to the following practices in implementing the project landscaping plan.

- The species list will comprise species that are native and indigenous to the project area. The species list should include trees, shrubs, and an herbaceous understory of varying heights, as well as evergreen and deciduous types. Plant variety will increase the effectiveness of the screen by providing multiple layers, seasonality, increased habitat diversity, and reduced susceptibility to disease.
- The planting design will be created by a Landscape Architect and will reflect patterns that are in keeping with older, established neighboring properties. This will help to maintain the local character, provide a buffer to and reduce the visual scale of buildings on site, and improve aesthetics.
- The planting design will provide a visual buffer between the gaming facility (including the parking garage) and viewers most affected—primarily those north of the project site.
- Vegetation will be planted within the first year following project completion.
- An irrigation and maintenance program will be implemented during the plant establishment period and carried on permanently.

Mitigation Measure AES-3b: Design and construct buildings to be compatible with and respectful of local character

The gaming facility and appurtenant structures will be designed in a way that is compatible with and respectful of local architecture and natural surroundings to maintain

the community's visual continuity. Building materials, detailing, and colors will be selected for their ability to enhance the visual character of the gaming facility and to complement the local surroundings.

Additional Mitigation Measure: Design Review and Comment

Proposed designs for each building or improvement will be submitted to the County for review and comment at least 120 days prior to construction of that building or improvement.

Mitigation Measure AES-4a: Replace vegetation and trees that are removed in accordance with specified guidelines

All disturbed areas of natural vegetation, including wetlands, riparian habitat, and trees, will be compensated for by replanting new vegetation and trees. Trees will be replaced at a ratio not less than 1:1 (inches diameter at breast height (dbh) of trees lost to inches dbh of trees planted).

Native and drought-tolerant plant materials that are contextual to Amador County will be used as replacements.

***Mitigation Measure AES-5a: Limit construction to daylight hours**

Please refer to Mitigation Measure N-1a below.

Mitigation Measure AES-7a: Construct walls with low-sheen and non-reflective surface materials

Use of building materials and colors similar to those found in nearby established communities will help the gaming facility to blend with its local surroundings. The objective of these treatments would be to reduce the visual impact of the wall surface by blending more harmoniously with the surrounding community. Walls will have low-sheen and nonreflective surface materials to reduce potential for glare. The use of smooth trowelled surfaces and glossy paint will be avoided.

***Mitigation Measure AES-7b: Apply minimum lighting standards.**

Lights will be installed at the lowest allowable height; the lowest allowable wattage will be used for the parking structure, gaming facility, and grounds; lights will be screened and directed away from residences to the highest degree possible; and the amount of nighttime lights used will be minimized to the extent possible. In particular, lighting will employ shielding to minimize off-reservation light spill and glare. At a minimum, light fixtures will be of galvanized steel; no reflective surfaces are proposed. These galvanized surfaces will naturally oxidize within a short time following installation and will not cause reflective daytime glare. Lights will reflect aesthetic lighting treatments that are used in the area or elsewhere in the county. The minimum lighting necessary to ensure a

safe working environment shall be utilized during evening (up to 7:00 p.m.) construction activities and the lighting shall be shielded and directed away from residences in the vicinity.

Additional Mitigation Measure: Site signage

No exterior neon signs (including neon signs on the garage, casino or other structures) shall be permitted on the site. A back-lit sign will be permitted on the front face (roof edge) of the Porte Cochere (the lower car canopy at the entrance to the casino). No other lighted signage shall be permitted on the exterior of the casino building, the parking garage, or any other building on the site, and no lighted signage shall be located on the site that is visible from Jackson Valley Road, Buena Vista Road or State Route 88. Also, with the exception of pedestrian crossings, any exterior building or other lighting shall be illuminated using the lowest effective wattage of spot lighting directed at the signage. The directional signage on site will be low profile and internally lighted to prevent light spill or glare. The entrance sign for the Project will be located adjacent to Coal Mine Road. The sign proposed will be a low profile design with a rustic theme, i.e. possibly constructed of stone and timber components. The lettering on the sign will be fixed characters and shall also be illuminated using the lowest effective wattage of spot lighting directed at the signage. Every effort will be made to design the signage, and lighting thereof, to be compatible with and respective of the local rural visual character.

Air Quality

Mitigation Measure AIR-1a: Implement PM10 reducing measures required under ACAPCD Rule 218 (fugitive dust emissions).

The Tribe will implement PM10 reducing measures required by the ACAPCD. Such measures include but are not limited to those listed below.

- Application of water and/or approved chemicals to control emissions in the demolition of existing buildings or structures, construction operations, solid waste disposal operations, the grading of roads, and/or the clearing of land.
- Application of asphalt, water, and/or approved chemicals to road surfaces.
- Application of water and/or suitable chemicals to material stockpiles and other surfaces that may generate fugitive dust emissions.
- Paving and/or repaving roads.
- Maintenance of roadways in a clean condition by washing with water or sweeping promptly.

- Covering or wetting material stockpiles and open-bodied trucks, trailers, or other vehicles transporting materials that may generate fugitive dust emissions when in motion.
- Installation and use of paved entry aprons or other effective cleaning techniques to remove dirt accumulating on vehicle wheels on haul or access roads to prevent tracking onto paved roadways.
- For process equipment, the installation and use of hoods, fans, and filters to enclose, collect, and clean the emissions prior to venting.
- Ceasing operations until fugitive emissions can be reduced and controlled.
- Using vegetation and other barriers to contain and reduce fugitive emissions.
- Using vegetation for windbreaks.
- Instituting good housekeeping practices by regularly removing piles of material that have accumulated in work areas and/or are generated from equipment overflow.
- Maintaining reasonable vehicle speeds while driving on unpaved roads in order to minimize fugitive dust emissions.
- Other precautions not specifically listed in this rule but that have been approved in writing by the APCO prior to implementation.

Mitigation Measure AIR-1b: Implement construction emissions control technology.

The Tribe will prepare a plan demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased, and subcontractor vehicles, will achieve a project-wide fleet average 20% NOX reduction and 45% particulate reduction compared to the most recent ARB fleet average at time of construction. Control measures available to achieve emissions reductions include but are not limited to use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology (e.g., diesel particulate matter filters and lean-NOX or diesel oxidation catalysts), after-treatment products, and/or other options as they become available.

Mitigation Measure AIR-3a: Reduce emissions by implementation of alternative transportation programs.

Vehicle emissions from employee and visitor trips could be reduced by promotion of carpooling and development of a shuttlebus service; however, such programs would not reduce emissions to a less-than-significant level.

BIOLOGICAL RESOURCES

Mitigation Measure BIO-2a: Avoid, minimize, and compensate for impacts on wetlands

Avoidance and Minimization

The measures listed below would minimize direct and indirect impacts on wetlands and other sensitive aquatic habitats during project construction.

- Where wetlands occur adjacent to the study area, install protective fencing at the limits of the construction area. All construction activities would be excluded from these protected areas to prevent incidental adverse effects on adjacent wetlands.
- In areas with shallow groundwater or areas that frequently carry surface water flows, install culverts or other water conveyance structures to maintain existing hydrologic connectivity to avoid impacts on wetland hydrology.
- Implement best management practices (BMPs) during all phases of construction, including permanent BMPs following construction (e.g., berms, brush barriers, check dams, erosion control blankets, filter strips, sandbag barriers, sediment basins, sheet mulching, silt fences, straw-bale barriers, surface roughening, and diversion channels) to reduce impacts from sedimentation and erosion.

Compensation

The goal of compensatory mitigation would be to replace the major wetland functions, vegetation communities, and area lost as a result of project implementation. Enhancing, restoring, or constructing wetlands of the same type as the wetlands filled by project construction would compensate for the loss of wetland functions. Compensating for wetland impacts at a ratio of 3:1 (or at an alternative ratio negotiated with the regulating agency) would compensate for the temporal lag between project implementation and achievement of successful mitigation.

A wetlands mitigation and monitoring plan will be prepared and implemented. The plan will identify the location and size of the mitigation site. No specific wetland mitigation sites have been identified within the study area. The plan will describe all phases of mitigation: site layout, construction details, and success monitoring. The site layout will include a detailed base map outlining the exact location of the mitigation site(s), the specific planting zones, details on the sources of wetland hydrology, and techniques to be used to create a viable and functioning site. Enhancing, restoring, or creating wetlands at a mitigation site typically entails grading, excavating, seeding herbaceous vegetation, planting woody vegetation (willows), and other landscaping techniques (including creation of vegetated buffers) to encourage the development of wetland and riparian vegetation. The construction details will include a detailed seed and plant mix (including the sources and quantities of seed and plants to be used); details on construction methods,

timing, and sequence; and all other pertinent details regarding construction and planting. The plan will include success criteria by which to assess achievement of the mitigation goals:

Mitigation monitoring will be performed annually to determine if compensatory mitigation has been or is likely to be successful. Monitoring will document progress toward achieving the success criteria, identify problems requiring remedial action, and inform development of measures for short- and long-term management and maintenance of the mitigation site.

Mitigation Measure BIO-3a: Conduct botanical surveys and coordinate with the appropriate agency if special-status plants will be affected

If wetlands cannot be avoided, a botanical survey should be conducted prior to any ground-disturbing activities during the appropriate season for special-status plants with the potential to be directly or indirectly affected by road improvement activities. If special-status plants are observed in areas that may be affected by such activities, the appropriate agency will be contacted for guidance.

Mitigation Measure BIO-4a: Avoid the introduction of new noxious weeds

Avoidance and Minimization

The project proponent will be responsible for avoiding the introduction of new noxious weeds into the study area during project construction. Accordingly, the measures listed below will be implemented during construction.

- Construction supervisors and managers will be educated regarding weed identification and the importance of controlling and preventing the spread of noxious weed infestations.
- Construction equipment will be cleaned at designated wash stations before entering the construction area.
- All disturbed areas will be seeded with certified weed-free native and nonnative mixes. Only certified weed-free mulch or rice mulch will be used in upland areas.
- A follow-up inventory of the construction area will be conducted to verify that construction activities have not resulted in the introduction of new noxious weed infestations. If new noxious weed infestations are located during the follow-up inventory, the County Agricultural Commissioner will be contacted to determine the appropriate species-specific treatment methods. The new noxious weed infestations will be eradicated as directed by the County Agricultural Commissioner.

Mitigation Measure BIO-5a: Conduct preconstruction surveys and notify DFG of active nests if construction activities are conducted during the breeding season

Avoidance and Minimization

- If feasible, conduct all tree and shrub removal and grading in annual grasslands and oak and riparian woodland habitats during the nonbreeding season (generally between August 16 and February 28) for special-status raptors, non-special-status raptors, and other migratory birds.
- If construction activities are scheduled to occur during the breeding season for special-status raptors, non-special-status raptors, and other migratory birds, a qualified wildlife biologist (with knowledge of the species to be surveyed) will be retained to conduct the following focused nesting surveys 1 week prior to the start of construction and within the appropriate habitat.
 - Cooper's hawk, sharp-shinned hawk, and white-tailed kite. Tree-nesting surveys for Swainson's hawk, Cooper's hawk, sharp-shinned hawk, and white-tailed kite will be conducted before any construction disturbances occurring in or near suitable nesting habitat within 500 feet of the construction work area between March 1 and August 15.
 - Swainson's hawk. Tree-nesting surveys for Swainson's hawk will be conducted before any construction disturbances occurring in or near suitable nesting habitat within 0.25 mile of the construction work area between March 1 and August 15.
 - Northern harrier and other migratory birds. Ground-nesting surveys for northern harrier and other ground-nesting nonspecial-status migratory birds will be conducted before any construction disturbances occurring in annual grasslands and agricultural areas within and immediately adjacent to the construction work area between March 1 and August 15.
 - Active raptor nest. If an active Swainson's hawk nest is located on or within 0.25 mile of the study area, or if other raptors are identified nesting within 500 feet of the study area, a no disturbance buffer will be established for the duration that the nest remains active. No construction will be allowed within this exclusion area without consultation with DFG. A wildlife biologist will monitor the nest site at least once a week to ensure that the nest site is not disturbed and the buffer is maintained.

Mitigation Measure BIO-7a: Preconstruction Survey and Adherence to DFG Guidelines

Avoidance and Minimization

DFG (1995) recommends that preconstruction surveys be conducted to locate active burrowing owl burrows in the construction work area and within a 250-foot-wide buffer zone around the construction area. The project proponent or its contractor will retain a qualified biologist to conduct preconstruction surveys for active burrows according to DFG's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game 1995). The preconstruction surveys will include a breeding season survey and wintering season survey. If no burrowing owls are detected, no further mitigation is required. If active burrowing owls are detected, the project proponent will implement the following measures.

- Occupied burrows will not be disturbed during the breeding season (February 1–August 31).
- When destruction of occupied burrows is unavoidable during the nonbreeding season (September 1–January 31), unsuitable burrows will be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on protected lands approved by DFG. Newly created burrows will follow guidelines established by DFG.
- If owls must be moved away from the project site during the nonbreeding season, passive relocation techniques (e.g., installing one-way doors at burrow entrances) will be used instead of trapping, as described in DFG guidelines. At least 1 week will be necessary to complete passive relocation and allow owls to acclimate to alternate burrows.
- If active burrowing owl burrows are found and the owls must be relocated, the project proponent will offset the loss of foraging and burrow habitat on the project site by acquiring and permanently protecting a minimum of 6.5 acres of foraging habitat per occupied burrow identified on the project site. The protected lands should be located adjacent to the occupied burrowing owl habitat on the project site or in other occupied habitat near the project site. The location of the protected lands will be determined in coordination with DFG.

Mitigation Measure BIO-8a: Conduct preconstruction surveys and environmental awareness training

Avoidance and Minimization

If construction activities will occur close to suitable nesting habitat for tricolored blackbird, a preconstruction survey will be conducted for nesting colonies. The preconstruction survey will include only those habitats visually accessible from the study area. If colonies are observed, environmental awareness training will be conducted for this species and a no-disturbance buffer around the nesting colony may be established. The project wildlife biologist will consult with DFG to determine the size of the buffer.

Mitigation Measure BIO-9a: Assume presence and consult with USFWS

Avoidance and Minimization

Due to the presence of suitable habitat for listed branchiopods in the study area and the close proximity of CNDDDB records for vernal pool fairy shrimp, presence of listed branchiopods will be assumed and consultation with USFWS will be initiated. As part of the Section 7 consultation process for listed branchiopods, the general mitigation guidelines listed below will be followed.

To compensate for impacts on potential habitat, the Tribe will preserve and create additional habitat for listed branchiopods using USFWS approved compensation ratios as described below.

The Tribe will preserve suitable branchiopod habitat at a ratio of 2:1 (2 acres preserved for every 1 acre of habitat directly or indirectly affected) and will create suitable branchiopod habitat at a ratio of 1:1 (1 acre created for every acre lost). Preservation credits must be acquired from a USFWS-approved mitigation bank or conservation area. This mitigation may involve one of the following options:

- Purchasing vernal pool preservation or creation credits at an existing mitigation bank if approved by USFWS.
- Establishing a vernal pool habitat preserve or creating vernal pool habitat at an existing conservation area (assuming that the conservation area has been approved by USFWS as suitable branchiopod habitat).
- Establishing a new vernal pool habitat preserve and preserving or creating vernal pool habitat at that location (the creation of a new preserve would require preparation of a management plan and approval by USFWS).
- Paying sufficient funds into a USFWS-approved species fund to support habitat preservation and restoration for these species.

Final compensation requirements and mitigation ratios for impacts associated with the proposed project will be determined through consultation with USFWS. The exact cost to purchase preservation and creation credits for project-related impacts will be determined at the time of purchase. Mitigation credits will be purchased, or a conservation area and management plan will be established, prior to any ground-disturbing activities, including grading, in the proposed project area.

Mitigation Measure BIO-10a: Assume presence and consult with USFWS

Avoidance and Minimization

Due to the presence of suitable habitat for California tiger salamander in the study area and the close proximity of CNDDDB records, California tiger salamander presence will be assumed and consultation with USFWS will be initiated. As part of the Section 7 consultation process for California tiger salamander, the following general mitigation guidelines will be followed.

Permanent effects on aquatic and upland habitat will be compensated at a ratio of 3:1. Temporary effects on aquatic and upland habitat will be compensated at a ratio of 1:1:1. This mitigation may involve one of the following options:

- Purchasing mitigation credits at an existing mitigation bank if approved by USFWS.
- Establishing a California tiger salamander habitat preserve or creating vernal pool habitat at an existing conservation area (assuming that the conservation area has been approved by USFWS as suitable California tiger salamander habitat).
- Establishing a new California tiger salamander habitat preserve and preserving or creating California tiger salamander habitat at that location (the creation of a new preserve would require preparation of a management plan and approval by USFWS).
- Paying sufficient funds into a USFWS-approved species fund to support habitat preservation and restoration for this species.

Final compensation requirements and mitigation ratios for impacts associated with the proposed project will be determined through consultation with USFWS. The exact cost to purchase preservation and creation credits for project-related impacts will be determined at the time of purchase. Mitigation credits will be purchased, or a conservation area and management plan will be established, prior to any ground-disturbing activities, including grading, in the study area. This mitigation may be combined with mitigation for vernal pool branchiopods, provided that the full ratios for compensation are achieved.

Cultural Resources

Mitigation Measure CUL-2a: Stop work if archaeological materials are discovered during construction

If archaeological materials (such as chipped or ground stone, historic debris, building foundations, or non-human bone) are inadvertently discovered during ground-disturbing activities, the construction contractor will stop work in that area and within 100 feet of the find until a qualified archaeologist can assess the significance of the find and develop appropriate treatment measures. Treatment measures will be made in consultation with the Tribe and other parties as appropriate. Treatment measures typically include development of avoidance strategies or mitigation of impacts through data recovery programs such as excavation or detailed documentation.

If cultural resources are discovered during construction activities, the construction contractor and lead contractor compliance inspector will verify that work is halted until appropriate treatment measures are implemented. Implementation of this mitigation measure may be sufficient to reduce impacts on archaeological sites to a less-than-significant level.

Mitigation Measure CUL-2b: Stop work if human remains are discovered during construction

If human remains of Native American origin are discovered during ground-disturbing activities, it is necessary for Buena Vista Rancheria to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the NAHC (PRC 5097). If human remains are discovered or recognized in any location other than a dedicated cemetery, the Tribe will not allow further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

- the Amador or San Joaquin County coroner has been informed and has determined that no investigation of the cause of death is required; and
- if the remains are of Native American origin,
 - the descendants from the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC 5097.98, or
 - the NAHC was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the NAHC.

Mitigation Measure CUL-4a: Document the Buena Vista Store and Saloon

The Tribe will hire a qualified cultural resources management specialist to document the Buena Vista Saloon with a historical narrative and large format photographs in a manner consistent with the Historic American Buildings Survey (HABS). Copies of the narrative and photographs will be distributed to branches of the Amador County Library system and the Amador County Historical Society. The preparation of the HABS-like documentation will follow standard National Park Service procedures. There will be three main tasks: gather data, prepare photographic documentation, and prepare written historic and descriptive reports. The photographic documentation will include 4- by 5-inch negatives in labeled sleeves, 8- by 10-inch prints mounted on labeled photo cards, and an index to the photographs. In addition to the Saloon and its setting, the research will include possible photographic reproduction of any available building blueprints.

Geology

Mitigation Measure GEO-1a: Prepare and implement a storm water pollution prevention plan

The Tribe will prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) to gain coverage under and comply with the requirements of the General Permit. The SWPPP will specify BMPs that will be implemented to control runoff, accelerated erosion, and sedimentation during construction. The BMPs will be maintained until all project structures and facilities have been constructed and until all areas graded or otherwise disturbed during construction have been stabilized.

Hazards

Mitigation Measure HAZ-1a: Containment of hazardous materials used during operation of the WWTF

The Amador Environmental Health Department has jurisdiction over containment requirements for hazardous chemicals within Amador County. Under the proposed treatment process, double containment will be required for ferric chloride, sodium hypochlorite, sodium bisulfite, alum, and any acids or bases that are required for facility operation. In addition, if chlorine or sulfur dioxide gases are used, double containment will be used and storage facilities will include a scrubbing system for any gas released from storage vessels. The Amador Environmental Health Department will recommend implementation of these measures as described in CalEPA's Hazard Monitoring and Mitigation Plan. Implementation would entail notifying CalEPA of any and all hazardous substances used on site and their potential to cause offsite impacts, as well as developing a Hazardous Materials Business Plan to ensure proper guidelines for handling, storage, and transport of all hazardous materials (California Health and Safety Code Chapter 6.11) and providing a copy to the Amador Environmental Health Department and Amador Fire Department. Compliance with the Federal Hazardous Materials Release Response Plans and Inventory Act and development of a hazardous materials business plan as described above in Federal Regulations will ensure that hazardous materials are handled appropriately to minimize impacts.

The facility staff would also follow the administrative and engineering requirements of the California Accidental Release Prevention Program. Any accidental release of hazardous substances would be contained on site with no offsite runoff, and handlers would be trained in spill reaction. Adherence to these regulatory plans will reduce impacts to a less-than-significant level.

Mitigation Measure HAZ-2a: Immediately contain spills, excavate spill-contaminated soil, and dispose of it at an approved facility.

In the event of an off-reservation spill of hazardous materials during construction or operation of the proposed project in an amount reportable to the Amador Fire Protection District or the Jackson Valley Fire Protection District (as established by fire department

guidelines), the contractor will immediately control the source of the leak and contain the spill. If required by the fire department or other regulatory agencies (e.g., Amador County Department of Environmental Health), contaminated soils will be excavated and disposed of at a facility (such as landfills described in Section 3N, Utilities and Service Systems) approved to accept such soils.

Mitigation Measure HAZ-2b: Screen surface soils in road improvement area for residuals from agricultural chemicals

To reduce the potential for human exposure during construction to potentially harmful pesticide and fertilizer residues in areas that could contain harmful pesticide and fertilizer residues, surface soils in the area will be sampled or field screened during construction by a qualified hazardous materials consultant for residuals from agricultural chemicals (fertilizers and pesticides). The Amador County Environmental Health Department will review the results of soils sampling or screening and will identify appropriate handling of off-reservation disposal in accordance with the department's guidelines.

In the event that soil sampling or field screening indicates the presence of hazardous concentrations of agricultural chemicals, then the use of appropriate personal protective gear will be required when working within or adjacent to agricultural lands during the 30 days following the application of agricultural chemicals.

Mitigation Measure HAZ-4a: Funding of emergency wildland fire services.

The construction and operation of the proposed gaming facility has the potential to increase the risk of wildland fires caused by a facility guests. Increased traffic increases the potential for sparks from vehicles and other igniters to cause a fire or wildland fire. To the extent allowed by applicable law, the Tribe will implement an aggressive program of weed abatement, grass trimming, and removal of combustible vegetation from the margins of Tribal lands fronting on Coal Mine Road. The Tribe will provide annual funding (to be negotiated with Amador County) to Amador County or the appropriate agency for the purposes of similar weed abatement and removal of combustible vegetation from the margins of County roads serving the facility, such as Jackson Valley Road (west) and Buena Vista Road. This would reduce this impact to a less-than-significant level.

Additional Mitigation Measure: Funding of wildland fire engine.

Impacts on wildland fire response capability will be mitigated commensurate with the terms and conditions of the adopted Intergovernmental Services Agreement between the County and the Tribe in addition to the mitigation measures set forth as HAZ-4a of the Tribal EIR. (See Exhibit F.)

Noise

***Mitigation Measure N-1a: Employ noise-reducing construction practices**

- The project applicant shall limit outdoor construction activities to between 7:00 a.m. and 7:00 p.m. Monday through Saturday. No outdoor construction activities shall be permitted on Sundays or holidays. In addition, noise from any off-reservation construction activities will be limited to 90 dBA between the hours of 7:00 a.m. and 7:00 p.m. Measures that can be employed to achieve this include but are not limited to those listed below.
- Prohibiting haul truck activity between the hours of 7:00 p.m. and 7:00 a.m. and on Sundays and holidays.
- Locating equipment as far a practical from noise-sensitive land uses.
- Using sound control devices equipment that is no less effective than devices provided on the original equipment.
- Using noise-reducing enclosures around noise-generating equipment.
- Constructing barriers between noise sources and noise-sensitive land uses or taking advantage of existing barrier features (terrain, structures) to block sound transmission.
- When determining haul truck routes, select haul routes to avoid sensitive receptors where feasible.
- Utilize the Noise Reduction Trust Fund provided below to implement noise inhibiting improvements for residences along County roadways affected by construction-related noise and project-related traffic noise.

Mitigation Measure N-2a: Implement traffic noise reduction treatments

- The project applicant will implement traffic noise reduction treatments along any roadway segment where the project is predicted to result in a significant traffic noise impact. Where the roadway will be repaved as part of traffic mitigation improvements, low noise pavement such as open-graded asphalt will be used. If implementation of low noise pavement is not predicted to reduce the project-related increase in noise to less than the allowed increase in noise specified in the Amador County General Plan Noise Element, the following additional mitigation measures will be implemented where feasible such that the project-related increase in noise is less than the “allowed increase” specified in the Amador County General Plan Noise Element.
- Reduce posted speed limits.
- Construct solid barriers in the form of earth berms or solid walls between the roadway and frequent use exterior areas of residences.

Mitigation Measure N-3a: Design mechanical equipment to comply with County noise standards

The project applicant will design mechanical equipment systems on the project site such that noise at the property line complies with County noise standards and does not increase the ambient noise level (Ldn) at the property line by more than 3 dBA. Measures that can be implemented to control noise from mechanical systems include but are not limited to those listed below.

- Locate equipment so that building structures and natural topography block the line of sight between the equipment and the property line.
- Place enclosures around noise-generating equipment.
- Provide noise-generating equipment with mufflers or other sound-attenuating devices.

Mitigation Measure N-4a: Design the facility such that noise from onsite vehicle movements, idling buses, and loading dock activities complies with County noise standards

The project applicant will design the facility so that noise from onsite vehicle movements, idling buses, and loading dock activities complies with County noise standards and does not increase the ambient noise level (Ldn) at the property line by more than 3 dBA. Measures that can be implemented to control noise from these onsite activities include but are not limited to those listed below.

- Design the facility so that bus parking areas are as far from off-reservation noise-sensitive uses as possible.
- Limit the amount of time that buses and trucks can idle engines while parked.
- Limit access to loading docks to daytime hours.
- Locate structures or berms between noise-generating areas and off-reservation noise-sensitive uses.

Additional Mitigation Measure: Manage noise levels at the project site and along local roads.

Industry-accepted noise controls shall be implemented on all stationary equipment used at the site and tour buses shall not be allowed to idle on the project site for more than five minutes. The Tribe shall establish a procedure for responding to noise complaints during site construction and operational activities.

Additional Mitigation Measure: Trust Fund for Noise Reduction Improvements.

Prior to the commencement of construction activities, the Tribe shall establish a Trust Fund to be funded one time in the amount of \$250,000 to be used by the County to fund the costs of noise inhibiting improvements for residences affected by project-related traffic and construction-related noise. These improvements may include, but will not be limited to, the installation of double-pane windows and wall insulation in affected residences; the construction of berms/solid fences between the roadways and affected residences (where feasible), the implementation of traffic calming measures to reduce vehicle speeds (which reduces vehicle noise levels), and other measures deemed appropriate to reduce traffic noise. The County will disburse funds from the Trust Fund for improvements determined to be reasonably necessary to mitigate noise impacts from project-related construction activities and project-related traffic.

Public Services

***Mitigation Measure PS-1a: Provide funding for fire department facilities and resources and provide fire protection services**

Impacts on fire protection services will be mitigated commensurate with the terms and conditions of the adopted Intergovernmental Services Agreement between the County and the Tribe in lieu of the mitigation measures set forth as PS-1a of the Tribal EIR. (See Exhibit F.)

***Mitigation Measure PS-2a: Provide funding for law enforcement facilities and resources and provide law enforcement protection services**

Impacts on law enforcement services will be mitigated commensurate with the terms and conditions of the adopted Intergovernmental Services Agreement between the County and the Tribe in lieu of the mitigation measures set forth as PS-2a of the Tribal EIR. (See Exhibits G and H.)

Mitigation Measure PS-3a: Comply with established legal mandates for school funding

Mitigation for potential increases in student population associated with residential and other projects will follow the established legal mandates pursuant to Government Code Section 65995, which provides for a level of permissible school fees that can be charged by school districts in California. In accordance with those mandates, school fees will be paid by residential or other development projects.

***Mitigation Measure PS-4a: Provide funding for state and County facilities and resources and state and County personnel**

Specific compensation for justice system facilities and resources will be based on the existing applicable mitigation fee rates or payment in lieu of tax, as calculated in Appendix G. As identified in Appendix G of the Tribal EIR, the mitigation fee to be paid

to the County for the significant off-reservation impacts on the State and County justice system will be \$310,000. Funding for justice system personnel will include compensation for a deputy district attorney, public defender, and probation officer. Compensatory amounts associated with the justice system personnel are reflected in Appendix G; these amounts are based on existing compensation packages for like personnel. (This amount is included in the Exhibit H "Base Payment".)

***Mitigation Measure PS-5a: Develop caseload tracking system and provide funding for additional resource needs**

Specific compensation for Health and Human Services facilities and resources will be based on the existing applicable mitigation fee rates or payment in lieu of tax, as calculated in Appendix G of the Tribal EIR. As identified in Appendix G, the mitigation fee to be paid to the County for the significant off-reservation impacts on the State and County justice system identified in Mitigation Measure PS-4a is intended to also compensate for the project's impacts on health and human services. Funding for Health and Human Services personnel will include compensation for a drug and alcohol counselor. Compensatory amounts associated with a counselor are reflected in Appendix G; these amounts are based on existing compensation packages for like personnel. (This amount is reflected in Section I.e.viii of the Agreement.)

Recreation

Mitigation Measure REC-1a: Comply with established legal mandates for recreation funding

Mitigation for potential increases in use of recreational facilities associated with residential and other projects will follow the established legal mandates, where applicable, to provide for a level of permissible fees or taxes. In accordance with those mandates, fees for recreation facilities will be paid by residential or other development projects or other applicable taxes.

Hydrology

Mitigation Measure HYD-1a: Conduct construction activities in water bodies during the dry season

Where construction activity in a water body is unavoidable and flows in the water body are seasonal, construction will be conducted during the dry season. This proposed mitigation is subject to additional conditions associated with required permits from USACE, DFG, and the Central Valley Water Board. In addition, following any adjustment or realignment of surface water bodies that flow into adjacent off-reservation water bodies, water bodies would be lined with cobbles or other non-erosive materials to minimize the potential for turbidity generated from the water body where work is conducted.

Mitigation Measure HYD-1b: Implement protection measures for work in surface waters

Should dry season construction prove infeasible, or where year-round flows are present in the on-reservation water bodies that flow to off-reservation water bodies, the contractor will implement measures to protect off-reservation surface water quality, such as flow diversions, impoundments (e.g., cofferdams), or other methods to avoid the direct exposure of surface water to sediment created as part of construction activity. As a performance standard, the measures will maintain Basin Plan standards for turbidity, listed below.

- Where natural turbidity is between 0 and 5 nephelometric turbidity units (NTUs), increases will not exceed 1 NTU.
- Where natural turbidity is between 5 and 50 NTUs, increases will not exceed 20%.
- Where natural turbidity is between 50 and 100 NTUs, increases will not exceed 10 NTUs.
- Where natural turbidity is greater than 100 NTUs, increases will not exceed 1%.

Where construction activities have the potential to result in elevated turbidity, monitoring will be performed at least twice daily at downstream locations, if necessary, to determine whether the standards outlined above have been met. In the event that they are not being met, the turbidity-generating activities will cease until turbidity is within the identified limits, and construction methods or turbidity control measures will be modified to ensure that turbidity limits continue to be met.

Mitigation Measure HYD-3a: Comply with NPDES Operation Permit requirements, basin plan objectives, and California Toxics Rule and conduct water quality monitoring

The Tribe will be required to comply with all NPDES permit requirements, including those in the General Industrial Permit (e.g., temperature criteria, Basin Plan objectives, and CTR criteria). The Tribe will conduct quarterly monitoring of the receiving water body downstream of the discharge to determine if the project is in compliance with the established NPDES permit requirements, Basin Plan objectives, and CTR criteria. If the project cannot comply with all NPDES permit requirements, Basin Plan objectives, and CTR criteria, mitigation measure HYD-3b will be implemented.

Additional Mitigation Measure: Monitoring.

In the event the USEPA determines that the Tribe is in violation of the terms of its NPDES permit, the Tribe will cooperate with the USEPA to undertake reasonable measures to timely address any such violation. The Tribe will provide to the County

copies of all monitoring reports imposed as a condition of its NPDES permit and copies of all correspondence between the Tribe and USEPA related to the Tribe's compliance with its NPDES permit.

Mitigation Measure HYD-3b: Adjust wastewater treatment

If the proposed project cannot meet the criteria discussed in Mitigation Measure HYD-3b, the Tribe will adjust the facility's wastewater treatment technologies to meet the criteria. Such adjustments could entail adding additional wastewater treatment technologies or temperature control devices.

Mitigation Measure HYD-4a: Implement a drainage concept plan

As part of the infrastructure plan, the developer will implement a drainage concept plan. This plan will address the following topics.

- A calculation of predevelopment runoff conditions and post development runoff scenarios using appropriate engineering methods. This analysis will evaluate potential changes to runoff through specific design criteria and will account for increased surface runoff.
- An assessment of existing drainage facilities within the project area and an inventory of necessary upgrades, replacements, redesigns, and/or rehabilitation such that the project does not result in an increase of the existing net flows to onsite water features. Project facilities would be designed in consideration of recommendations for detention basins and stormwater quality management facilities set forth in the draft drainage study (Appendix D); these recommendations include the potential development of an underground detention basin.
- A description of the proposed maintenance program for the onsite drainage system.
- Standards for drainage systems to be installed on a project/parcel specific basis.
- Design measures to ensure that structures are not located within 100-year floodplain areas and do not alter the existing 100-year floodplain boundaries.

Mitigation Measure HYD-5a: Maintain water quality after construction

The following procedures are excerpted from the *California Storm Water Best Management Practice Handbooks* (2004). Infiltration systems may be incorporated into the proposed project to reduce runoff and allow for the recharge of groundwater. These infiltration systems should comprise natural systems such as biofilters and vegetative swales. Such systems will be installed at any areas that do not flow directly or indirectly

into a retention basin. These systems may include but are not limited to those listed below.

- Retention/detention systems will be installed under the roof downspouts to retain water, which will be released at a later time once pollutants have settled out.
- Biofilters will be established in grass or vegetated swales as part of the project design. This will allow sediments and particulates to filter and degrade biologically. Biofilters are most effective when flows are slow with a shallow depth. Slow flow provides an opportunity for the vegetation to filter sediments and particulates.
- Structural source controls, such as covers, impermeable surfaces, secondary containment facilities, runoff diversion berms, and diversions to the wastewater treatment plant, may be included in the project design.
- Parking spaces outside the parking structure will be designed of pervious materials, such as turf block or unit pavers on sand, crushed aggregate, or concrete (under tires only) to reduce runoff.
- In order to reduce erosion and retain water on site, organic amendments will be incorporated into disturbed sites after construction, and the soil will be covered after revegetation.
- Designated outdoor trash storage areas will be covered to protect bins from rainfall.

The measures will be selected to attenuate the increase in flows from the project site and improve water quality in site runoff to the maximum extent possible, and will represent the BAT. All measures will be subject to the review and approval of the Tribe.

Exhibit F

Fire Protection and Emergency Impacts

A. One-Time Costs

1. Construction Period

a. On or before the commencement of construction of the Project, the Tribe shall provide funding necessary to provide for adequate sleeping quarters, living quarters, and restroom facilities at Station 171 for four person staffing (15 full-time equivalents ("FTE")). Fire Station design and construction specifications shall be agreed upon by Amador County, Jackson Valley Fire Protection District, and the Tribe prior to commencing the remodel. Station 171 is to be fully operational on or before the commencement of Casino construction activities. Station 171 is to be used until completion of a new fire station. The estimated one-time cost of Remodeling Station 171 is \$600,000. (For purposes of this Agreement the construction period shall commence at the time ground is broken on the Casino project and end on the day the Casino becomes operational.)

b. On or before the commencement of construction of the Project, the Tribe shall fully fund the acquisition costs for fully equipped vehicles listed in Table 1. The estimated one-time cost for Table 1 vehicle and fire apparatus acquisition is \$376,000.

TABLE 1

DESCRIPTION	ESTIMATED COST
Two (2) each Ford Expedition type Command Vehicles	\$ 80,000 (\$ 40,000 each)
One (1) each Ford F-150 type utility vehicle	\$ 30,000
One (1) each Type 3 Wildland Engine	\$ 250,000

c. On or before the commencement of construction of the Project, the Tribe shall fund all costs for providing personal protective clothing for the eight firefighters staffing station 171 during the construction period and the three FTE and 5 FTE staffing the wildland engine during fire season. The estimated one-time cost of this PPE is \$32,000.

d. On or before the commencement of construction of the Project, the Tribe shall fund the costs for all Specialized Advanced Life Support Equipment for two advanced life support ("ALS") engines. The estimated one-time cost for specialized ALS equipment is \$72,000.

2. Operations Period.

a. On or before the commencement of operations at the Gaming Facility, the Tribe shall fully fund the acquisition costs for fully equipped fire apparatus listed in Table 2. The Gaming Facility shall not become operational until all fire apparatus are operational. The estimated one-time cost for Table 2 fire apparatus acquisitions is \$440,000.

TABLE 2

DESCRIPTION	ESTIMATED COST
Type 1 Fire Engine (equivalent to OES Type 1 engine contract specifications)	\$ 300,000
Low profile squad	\$ 140,000

b. On or before the commencement of operations at the Gaming Facility, the Tribe shall fund all costs for providing personal protective clothing for the additional seven firefighters staffing station 171 during the operations period. The estimated one-time cost of this PPE is \$14,000.

B. Annual Operating Costs

1. Staffing Costs.

a. The Tribe shall fund two (2) person staffing (9 FTE) from the time of commencement of construction of the Project until ninety (90) days before the estimated opening date of the Gaming Facility. Staffing will be provided through a contract with CALFIRE. The Tribe shall pay all costs of the staffing contract as such contract may be amended from time to time. The estimated annual cost for staffing is \$1,325,859

b. The Tribe shall fund four (4) person staffing (15 FTE) beginning ninety (90) days prior to the Gaming Facility becoming operational. Staffing will be provided through a contract with CALFIRE. The Tribe shall pay all costs of the staffing contract as such contract may be amended from time to time. The estimated annual cost for staffing is \$2,121,920.

c. Beginning with the commencement of construction and continuing throughout the operations period the Tribe shall fund 3 FTE and during the declared fire season (May 15 through November 15) an additional 5 part time equivalents ("PTE") to staff the wildland fire engine. Staffing will be provided through a contract with CALFIRE. The Tribe shall pay all costs of the staffing contract as such contract may be amended from time to time. The estimated annual cost for staffing is from \$250,000 to \$630,000.

2. Vehicle Operating Costs.

a. During the construction period, the Tribe shall fund all operating costs for the vehicles utilized to mitigate on and off site emergencies. This includes the costs of all vehicles and fire apparatus listed in Tables 1 above and 3 below. The estimated annual cost for vehicle and fire apparatus operating costs is \$40,000.

TABLE 3

DESCRIPTION	
One (type 2) engine	JVFPD to provide engine
One water tender	JVFPD to provide water tender
One squad	JVFPD to provide squad

b. During the operations period, the Tribe shall fund all operating costs for the vehicles utilized to mitigate on and off site emergencies. This includes the costs of all vehicles and fire apparatus listed in Tables 1, 2 and 3 above. The estimated annual cost for vehicle and fire apparatus operating costs is \$75,000.

3. Facility Operating Costs. The Tribe shall fund all operating costs associated with the use of Station 171 during the construction period and until completion of a new fire station. This provision includes without limitation the normal maintenance, utilities, and other fees. The estimated annual amount for facility operating costs is \$150,000. Following construction of a new fire station, the estimated annual amount for Station 171 operating costs shall be reduced to \$30,000.

4. Vehicle replacement costs.

a. During the construction period, the Tribe shall fund a budget line item for the replacement of fire department vehicles listed in Table 1 above. Command vehicles and utility vehicles shall be on a scheduled replacement cycle of seven (7) years, and the wildland engine shall be on a scheduled replacement cycle of twelve (12) years. The estimated annual cost for Table 1 vehicle replacement is \$36,600.

b. During the operations period, the Tribe shall fund a budget line item for the replacement of fire department vehicles and fire apparatus specified in Tables 1 & 2 above. Command vehicles and utility vehicles shall be on a scheduled replacement cycle of seven (7) years, fire apparatus shall be on a scheduled replacement cycle of fourteen (14) years, and the wildland engine shall be on a scheduled replacement cycle of twelve (12) years. The estimated annual cost for Table 1 and 2 vehicle replacement is \$68,050.

5. Support of JVFPD Volunteers. Beginning with the commencement of construction of the Project, the Tribe shall provide funding for training and other costs in support of the JVFPD volunteer fire fighters to enhance their response capabilities for additional and/or more complex calls related to the Casino project. The initial Base

Payment is \$25,000. The Base Payment shall be increased annually by 3.0% or the CPI Adjustment Factor, whichever is greater.

6. ALS Specialized Equipment Replacement costs. The Tribe shall fund a budget line item for the replacement of Specialized Advanced Life Support equipment. Specialized ALS equipment will be on a five (5) year replacement cycle. The estimated annual cost for Specialized ALS equipment is \$14,400.

C. Construction of New Station

1. Construction Cost. No later than 12 months prior to any planned expansion of the Garning Facility, the Tribe shall fund all costs of a new fire station, including without limitation: acquisition of a 3-5 acre site (at market value, subject to appraisal by an independent qualified appraiser), compliance with CEQA rules, permits, site preparation, installation of necessary infrastructure, facility construction, and equipping the facility for fire department operations. Fire Station design and construction specifications shall be agreed upon by Amador County, Jackson Valley Fire Protection District, and the Tribe prior to construction commencing. Specifications set forth by Jackson Valley Fire Protection District in its response to the original Draft Tribal Environmental Impact Report, dated 6-21-05, are to be considered minimum requirements. The estimated one-time cost of a new fire station is \$5,000,000, exclusive of land costs.

2. Facility Operating Costs. The Tribe shall fund all operating costs associated with the use of the newly constructed fire station. This provision includes without limitation normal maintenance, utilities, and other fees. The estimated annual amount for facility operating costs for the new station is \$180,000. As noted above, at such time as the new station is operational, the Tribe's obligation to pay a pro rata share of the increased operating costs for Station 171 attributable to the Tribe's remodel of that station shall be reduced to \$30,000.

3. Facility Replacement Costs. The Tribe shall fund a budget line item for the replacement of the new fire station. Facility replacement will be on a fifty (50) year replacement cycle. The estimated annual cost for facility replacement is \$100,000.

D. Miscellaneous

1. The Tribe shall execute an entry agreement with any fire department responding to occurrences on tribal lands. Such agreement shall cover emergency responses and normal day to day business activities while on tribal lands. These agreements will contain a limited waiver of sovereign immunity in favor of the contracted agencies.

2. Automatic and Mutual Aid Agreements. In the event the Tribe develops its own fire department, the Tribe shall negotiate and enter into reciprocal automatic and mutual aid agreements to allow other fire departments and fire districts in Amador

County to assist in emergency responses to Tribal lands and provide reciprocal support from the Tribe's fire department to respond to emergency incidents off Tribal lands. These agreements will contain a limited waiver of sovereign immunity in favor of the contracted fire agencies.

3. Hazardous Materials Response and Confined Space Rescue Teams. There currently are neither hazardous material teams nor confined space rescue teams in Amador County. The Tribe shall negotiate and enter into an MOU with an appropriate entity or entities to provide for Hazardous Material and Confined Space Rescue teams, obligating them to respond to incidents which are beyond the first responder level. These agreements will contain a limited waiver of sovereign immunity in favor of the contracted agencies.

4. Onsite Emergency Medical Technicians. The Tribe shall provide 24-hour EMT coverage onsite to provide adequate and timely response for medical emergencies.

E. Tribal Fire Department – Contingency Plan

1. The Tribe may elect to provide onsite fire and/or emergency services through the construction and staffing of a Tribal Fire Department. In such case, the Tribe shall remain financially responsible for funding the mitigations for all offsite impacts of the Gaming Facility, which shall include the following:

- a. Station 171 remodel costs as shown in section A.1.a above
- b. Staffing costs as shown in section B.1.a and B.1.c above.
- c. Vehicle and fire apparatus acquisition costs as shown in sections A.1.b above and A.2.a above.
- d. Vehicle operating costs as shown in section B.2.b above
- e. Facility operating costs as shown in section B.3 and C.2 above.
- f. Vehicle replacement costs as shown in section B.4.b above.
- g. Facility replacement costs as shown in section C.3 above
- h. PPE costs as shown in section A.1.c above.
- i. JVFPD support costs as shown in section B.5 above
- j. Advanced Life Support (ALS) equipment for one ALS engine, at an estimated one-time cost of \$36,000.

2. Automatic and Mutual Aid Agreements. The Tribe shall negotiate and enter into reciprocal automatic and mutual aid agreements to allow other fire departments and fire districts in Amador County to assist in emergency responses to Tribal lands and provide reciprocal support from the Tribe's fire department to respond to emergency incidents off Tribal lands. These agreements will contain a limited waiver of sovereign immunity in favor of the contracted fire agencies.

3. Hazardous Materials Response and Confined Space Rescue Teams. There currently are neither hazardous material teams nor confined space rescue teams in Amador County. The Tribe shall negotiate and enter into an MOU with an appropriate entity or entities to provide for Hazardous Material and Confined Space Rescue teams, obligating them to respond to incidents which are beyond the first responder level. These agreements will contain a limited waiver of sovereign immunity in favor of the contracted agencies.

Exhibit G

Additional Traffic Enforcement Impacts

A. Funding of Additional Staff for Traffic Enforcement.

1. Concurrently with the commencement of construction of the Gaming Facility, and on each anniversary date thereafter, the Tribe shall pay to California Highway Patrol for segregation into a separate account to be used solely for mitigation of additional impacts to traffic enforcement caused by the operation of the Gaming Facility an amount deemed necessary by CHP to fund the following:

- a. Two (2) additional officers; and
- b. One (1) additional vehicle.

2. Beginning no later than six (6) months prior to the commencement of operations at the Gaming Facility, and on each anniversary date thereafter, the Tribe shall pay to California Highway Patrol for segregation into a separate account to be used solely for mitigation of additional impacts to traffic enforcement caused by the operation of the Gaming Facility an amount deemed necessary by CHP to fund the following:

- a. Two (2) additional officers (in addition to the two officers provided for in Section A.1. above); and
- b. One (1) additional vehicle (in addition to the one vehicle provided for in Section A.1. above).

B. In the event the Legislature enacts legislation that earmarks funds from the SDF account for the purpose of mitigating traffic enforcement impacts caused by operation of the Gaming Facility, and those funds are actually paid to CHP annually for said purpose, then any such amounts shall be credited against the Tribe's obligation set forth in section A above. In no event shall any SDF funds received from the Jackson Rancheria be used as an offset in any manner for impacts of the Gaming Facility or the Project.

C. In the event the Tribe is unable to achieve either of the mitigations set forth above in Sections A or B, then the Tribe shall pay directly to the County an amount equal to the expenditures that it would be required to make under Section A.2.a or A.2.b as appropriate to provide for additional traffic enforcement.

Exhibit H

Other Law Enforcement Impacts

A. Funding of Jail Costs.

1. Beginning with commencement of operations of the Gaming Facility, the Amador County Sheriff's Department shall monitor bookings and jail usage by individuals arrested and incarcerated in connection with criminal activities onsite, or offsite while traveling to or from the Gaming Facility. The Tribe shall reimburse the County on a monthly basis for (i) the County's standard booking fee for each such individual, and (ii) the County's standard daily rate for incarceration for each such individual.

2. In the event of any expansion of the Gaming Facility, the parties agree to negotiate in good faith concerning reimbursement for the Tribe's pro rata share of law enforcement and jail impacts of the Gaming Facility, based upon the County's collection of the information specified above.

B. Funding of Additional Law Enforcement Mitigations.

1. Beginning no later than six (6) months prior to the commencement of operations at the Gaming Facility, the Tribe shall pay to Amador County annually the sum of \$2,670,300 (the "Base Payment") as mitigation for additional costs for law enforcement activities. This amount will be paid quarterly in advance on January 1, April 1, July 1 and October 1. Partial quarterly payments shall be prorated.

2. All amounts paid under this section B (including the first payment thereof) shall be adjusted annually using the CPI Adjustment Factor, and shall be compounded year over year.

C. Jail Construction Costs.

1. On or before the commencement of operations at the Gaming Facility, the Tribe shall make an interim payment to Amador County as compensation for capital costs for construction of a new jail facility. The interim payment shall be in the amount of \$294,068.

2. At such time as the County commences construction of a new jail facility, the Tribe shall pay to Amador County a pro rata share of the cost of the new facility based upon actual usage as measured in section A.1 above, less any amounts paid as an interim payment under section C.1 above.

D. Miscellaneous.

1. The Tribe shall provide a uniformed security force on site in numbers sufficient to provide security for the Project.

2. The Tribe shall provide two onsite Title 15-compliant holding cells.

3. The Tribe shall execute an entry agreement with Amador County Sheriff's Office, California Highway Patrol, Ione Police Department, and any other responding law enforcement department subject to a mutual aid or automatic aid agreement or similar agreement that responds to occurrences on tribal lands. Such agreement shall cover emergency responses and normal day to day business activities while on tribal lands and shall include a limited waiver of sovereign immunity.

74-199-00260-08
County of Amador

Administrative Fees and Expenses:

Filing Fees	\$0.00
Case Services Fee	\$0.00
Hearing Fees	\$0.00
AAA Room Rental Fee	\$0.00
Abeyance/Misc. AAA Fees	\$0.00
Non-AAA Conference Room Expenses	\$0.00
Misc Expenses	\$0.00
Your Share of Administrative Fees and Expenses:	\$0.00
Amount Paid for Administrative Fees and Expenses:	\$0.00
Balance Administrative Fees and Expenses:	\$0.00

Neutral Compensation and Expenses:

Your Share of Neutral Compensation and Expenses:	\$0.00
Amount Paid for Neutral Compensation and Expenses:	\$0.00
Balance Neutral Compensation and Expenses:	\$0.00

Party Balance:	\$0.00
-----------------------	---------------
