



Special Meeting
10/29/24 06:00 PM
City Manager Department
Andy Espinoza Jr.
Contract
Doc ID: 5796

AGENDA ITEM

AGENDA MATTER:

APPROVAL OF THE RESTATED MUNICIPAL SERVICES AGREEMENT BETWEEN LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS, AND THE CITY OF BARSTOW

EXECUTIVE SUMMARY:

The agreement presented between the City of Barstow (the City) and the Los Coyotes Band of Cahuilla and Cupeño Indians (the Tribe) is intended to provide a funding mechanism for governmental services impacted by the future development of a proposed casino on three undeveloped parcels totaling 23.1 acres on Lenwood Road, south of Mercantile Way.

The Tribe has filed a fee-to-trust application and two-part determination pursuant to Section 5 of the Indian Reorganization Act, 25 U.S.C. § 5108, and Section 20(b)(1)(A) of the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. § 2719(b)(1)(A), both of which also trigger full environmental review under the National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321, et seq. This request will allow the Department of Interior to place into trust the 23.1 acres on Lenwood Road, south of Mercantile Way (Trust Lands). The Tribe is also asking the Secretary of the Interior to make a "two-part determination" under IGRA section 20(b)(1)(A), that the gaming development is in the best interest of the Tribe and is not detrimental to the community surrounding the Trust Lands.

The City has no role in the fee-to-trust determination other than consideration of this funding mechanism for tribal compensation of services.

Intergovernmental or municipal services agreements are commonly entered into between cities and tribal governments to address the funding of impacts of development on otherwise sovereign tribal land. The City and the Tribe previously entered into a Municipal Services Agreement (MSA), initially on October 10, 2004, which was amended on August 21, 2006 (First Amendment), and October 5, 2020 (Second Amendment). The agreement now presented as a Restated MSA addressing the funding of the same general scope of municipal services. As the Tribe is moving towards finalizing land acquisition, the Municipal Services Agreement is being updated to address the changes in federal law, and updating the terms of the agreement.

This Restated MSA is required due to changes in federal law which now prevents revenue-sharing and yet still requires that potential impacts to the local community be addressed. The BIA now requires that the funding method be more clearly spelled out rather than presented as a revenue sharing arrangement.

The Tribe will pay standard Development Impact Fees applicable to similar developments, and costs for City services such as police and fire occurring due to the characteristics of the proposed casino.



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The Tribe will cover the costs of: construction of a fire station including land acquisition; purchasing and staffing two pieces of fire apparatus; and police personnel. The Tribe will also be required to fund a problem gambling program to address mental and behavioral health issues in the Barstow area associated with problem gambling.

The City has previously supported the Tribe's fee-to-trust application and agreed to provide cooperation with the Tribe on matters of public services and land use on the Tribe's Trust Lands pursuant to the Initial and the First and Second Amended MSA's.

DISCUSSION:

The Los Coyotes Band of Cahuilla and Cupeño Indians is applying to the Bureau of Indian Affairs (BIA) for a fee-to-trust application under Section 5 of the Indian Reorganization Act, 25 U.S.C. § 5108, Section 20(b)(1)(A) of the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. § 2719(b)(1)(A), and the National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321, et seq. This request will allow the Department of Interior to place into trust the 23.1 acres on Lenwood Road, south of Mercantile Way (Trust Lands). The Tribe is also asking the Secretary of the Interior to make a "two-part determination" under IGRA section 20(b)(1)(A), that the gaming development is in the best interest of the Tribe and is not detrimental to the community surrounding the Trust Lands.

The Los Coyotes Band of Cahuilla and Cupeño Indians is a federally recognized tribe in San Diego County with a reservation in an isolated area of the county. The Tribe is an independent nation with the right to form its own government, establish membership, exclude persons from tribal lands, levy taxes within its borders, and establish its own law, including zoning laws, within its borders. Development opportunities for the Tribe on its reservation are limited due to geographic and topographic issues, including limited transportation to the reservation and its proximity adjacent to the Cleveland National Forest.

Congress created the Indian Reorganization Act of 1934 as a method under which land acquired by a tribe is placed into trust by the Secretary of the Interior to allow for tribal economic self-sufficiency. In 1988, Congress created the Indian Gaming Regulatory Act to allow for gaming on Indian lands under certain conditions.

To conduct gaming on land acquired after 1988, the BIA must make a determination that is commonly known as the "Two-Part Determination Process" to allow gaming on the site, more specifically, BIA must determine that the proposed gaming activity: 1) will be in the best interest of the Indian tribe and its members, and 2) will not be detrimental to the community surrounding the land. This provision of federal law does not provide approval of the Two-Step Process or the application by the local agency (i.e., the City), though it does require the evaluation by the BIA of whether local impacts have been addressed. No aboriginal or historic tie to the land under consideration is required under a Two-Step Process determination. The focus on a Two-Step Process application is the evaluation by the BIA of whether a



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tribe that currently has reservation land would be benefited by acquiring additional land to be held in trust by the Department of the Interior for economic development, and whether such development would have a disparate impact on the community surrounding the land to be put into trust.

The City has no role in the fee-to-trust determination other than consideration of this funding mechanism for tribal compensation to mitigate anticipated impacts of the proposed casino project related to public safety and other impacts such as law enforcement, fire protection, development service improvements, and problem gambling programs.

The City has supported the Tribe's application previously. The previously approved MSA and amendments thereto established a process for sharing of net revenue to be paid to the City, with no direct cost of city services identified. Under the new federal regulations however, revenue sharing is no longer allowed by BIA. The Restated MSA therefore has been revised to provide for funding methods for base line size and scope of services for police and fire personnel, materiel and facilities, with final determination of cost and scope to be determined upon final evaluation of the project. The Restated MSA also provides for an agreement that such funding obligations will be adjusted annually to address inflation and other cost adjustments.

As the lead agency for the Fee-to-Trust and Casino project, the BIA prepared a Final Environmental Impact Study (Final EIS) for the Fee-to-Trust and Casino project, which can be found at https://barstoweis.com/documents/final_eis-teir/report.htm (Final EIS). The Final EIS analyzed several project alternatives as required under NEPA, with the Preferred Alternative being "Alternative B-Barstow Reduced Casino-Hotel Complex" (Sec. Final EIS, section 2.2.2, p. 2-12). The original MSA, the amended MSA, and this Restated MSA use the Alternative B-Barstow Reduced Casino-Hotel Complex as the basis on which to identify required services and address the funding issues. The Tribe has confirmed that the project is based on the project scope of the Alternative B-Barstow Reduced Casino-Hotel Complex. (See Att. 2, Letter from Heather Sibbison, dated October 24, 20204.) The Restated MSA clarifies baseline funding obligations based on such scope for the Alternative B-Barstow Reduced Casino-Hotel Complex, with an obligation to revisit annually the scope and costs.

The proposed project under Alternative B-Barstow Reduced Casino-Hotel Complex consists of a 164,400 square foot casino building, a 100 room hotel, 1,405 parking spaces, and associated entertainment, retail, and services facilities.

After consultation with the Police Department and Barstow Fire Protection District, funding method and amount was determined based on the staffing needs for the project for 17 police officers, a ladder truck, and a fire engine. The personnel needs to staff the two fire apparatus results in a need to hire 22 fire department personnel. (See Att. 4.) The current cost for the police services, fire services, including all vehicles, support, maintenance, overhead, administrative, and supplies shall be entirely funded by the Tribe through the terms of the Restated MSA. Such analysis is identified in Att. 3 and 4. The base line



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cost of police services under the Restated MSA is \$3,084,535.58 annually. (See Att. 1, Ex. C, para. 6.) The start-up cost of fire services under the Restated MSA is \$4,757,170.00 and \$44,876,101 annually thereafter. (See Att. 1, Ex. C, para. 7.) All personnel costs are adjusted annually for inflation or changes in personnel MOU's. The estimated cost for fire apparatus under the Restated MSA is \$2,500,000 and

\$1,400,000 respectively for a ladder truck and fire engine. Payment for police services shall be invoiced monthly. Payment for fire services shall be paid annually at the beginning of the calendar year. Payment for fire apparatus shall be made within one year of land being placed into trust to allow for ordering and delivery of apparatus.

After the Trust Lands are formally placed into trust by the BIA, the Tribe will within 180 days make an offer of dedication of two acres of non-federal trust land to the City in order for the City to use for the construction of a new fire and police station, if determined by the City to be necessary at that time. Such configuration of the facility, location, and need for the facility shall be determined at that time by the City and approved under separate actions. The Restated MSA describes a minimum scope of such facility to cover the needs of equipment and personnel identified, should the City decide to proceed with a newly constructed fire station at that time. Though the estimated cost for the construction of a fire station/public safety building is presently unknown, the Tribe is responsible under the Restated MSA to fund such structure. The Restated MSA obligates the Tribe to provide as an initial payment of \$7,000,000 within one year of Trust Lands being placed into trust, for the initial construction costs (design and initial procurement process) of such facility, and provide final payment for construction once such sum ultimately determined. The obligation for funding and timing of payment for such facilities is addressed under the Restated MSA.

The Restated MSA also addresses the payment obligation by the Tribe for the other impacts identified in the Final EIS. The Tribe shall be solely responsible for such payments and shall pay the impact fees typically paid by developers of similar projects (i.e., developer impact fees). If the hotel structure is over 4- stories, the Tribe shall annually pay \$233,000 for Fire Department high-rise training.

The Restated MSA contains a local hire provision, to provide hiring priority for qualified local residents after employment preference to tribal members.

The Tribe has elected to impose certain restrictions on its land through Tribal Resolutions. (See Att. 1, Ex. H- "Zoning Standards", I - "Building Standards", and J "Environmental Review Standards".) The Tribe as a sovereign nation is not required to adhere to local zoning codes, state building codes, or the California Environmental Quality Act. These Tribal Resolutions are acts of the Tribe to voluntarily adopt certain standards. The Tribal Zoning Standards prohibit any person under the age of 21 from being present in any gaming area, prohibits nude entertainment or adult entertaining businesses, prohibits fueling stations on Trust Lands, and prohibits commercial cannabis activities, including the use of cannabis on trust lands. The Tribe has also determined it is in the interest of the Tribe to adopt the same building codes and standards that are applicable to the City of Barstow and the State of California, and that such standards applicable to the State of California as updated every three years by the state, shall also be applicable to the Trust Lands in the City. The Tribe has also adopted a resolution to apply a



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procedure for environmental review similar to the National Environmental Protection Act (NEPA) to apply on Trust Lands in the City.

Finally, the tribe will be funding of at least \$93,000 per year for a Problem Gambling Program, and will hire a non-profit provider to create, administer and oversee a program to create short-form videos concerning educational videos about problem gambling; to create a program engaging youth from Barstow area schools (grades 7-12) concerning gambling and underage gambling issues; to provide access to behavior health providers and residents concerning problem gambling; advertising throughout the community concerning problem gambling; distribution of print materials concerning problem gambling; and outreach to target high-prevalence populations.

Based on the terms and funding obligations of the Restated MSA, the project will not be detrimental to the City and surrounding community.

ENVIRONMENTAL ANALYSIS:

Evaluation of the Casino Project was completed through the Bureau of Indian Affairs pursuant to the National Environmental Protection Act (NEPA). As a federal project NEPA is the appropriate level of environmental review. A copy of the Final EIS can be found at https://barstoweis.com/documents/final_eis-teir/report.htm

The Restated MSA is not a project under CEQA pursuant to section 15378(b) of the CEQA Guidelines. The California Court of Appeal has held that no environmental review is required under CEQA for an agreement between a city and a tribe for the provision of municipal services. (*Parchester Village Neighborhood Council v. City of Richmond* (2010) 182 Cal.App.4th 305.)

As tribal land is not subject to CEQA, the Tribe has adopted a resolution addressing environmental review for all future projects on Tribal Land held in trust in the City. (See Att. 1, Ex. J "Environmental Review Standards".)

Any future tribal development within the City off-Trust Land would be subject to review under CEQA.

FISCAL IMPACT:

None. Impacts to the City are addressed through the MSA. All costs and funding obligations are annually adjusted.

RECOMMENDED ACTION:



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Approve the attached Resolution No. 5191-2024

1. Finding the approval of the Restated Municipal Services Agreement between the Los Coyotes Band of Cahuilla and Cupeño Indians and the City of Barstow exempt from the California Environmental Quality Act pursuant to section 15378(b) of the CEQA Guidelines; and
2. Approving the Restated Municipal Services Agreement between the Los Coyotes Band of Cahuilla and Cupeño Indians and the City of Barstow.

Attachments:

1. Resolution Approving the Restated Municipal Services Agreement between the Los Coyotes Band of Cahuilla and Cupeño Indians and the City of Barstow; and Finding Such Action is Exempt from the California Environmental Quality Act Pursuant to Section 15378(b) of the CEQA Guidelines
2. Letter from Heather Sibbison on behalf of Los Coyotes Tribe, dated October 24, 20204.
3. Police Department Cost Analysis
4. Fire Protection District Cost Analysis

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Carmen Hernandez, Council Member
SECONDER:	Paul Anthony Courtney, Mayor
AYES:	Courtney, Noble, Rose, Hernandez, Kruse

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARSTOW APPROVING THE RESTATED MUNICIPAL SERVICES AGREEMENT BETWEEN THE LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS AND THE CITY OF BARSTOW; FINDING; AND FINDING OF EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO CAL. CODE REGULATIONS 15378(b).

WHEREAS, the Los Coyotes Band of Cahuilla and Cupeño Indians (“Tribe”) has filed with the Department of Interior, Bureau of Indian Affairs a fee-to-trust application and request for two-part determination pursuant to and in accordance with the provisions of Section 5 of the IRA, 25 U.S.C. § 5108, and Section 20(b)(1)(A) of the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. § 2719(b)(1)(A), requesting that the United States accept trust title (“fee-to-trust application”) to land within the City of Barstow (“Trust Lands”) pursuant to IRA Section 5, and that the Secretary issue a two-part determination that the Tribe’s proposed trust acquisition and gaming development (“Casino Resort” as further described in Attachment A) is in the best interest of the Tribe and not detrimental to the surrounding community pursuant to IGRA Section 20(b)(1)(A);

WHEREAS, on October 10, 2004, the City of Barstow (“City”) and the Tribe entered into a Municipal Services Agreement (Initial MSA) to address the provision of certain services and funding obligations for such services, on such Trust Lands

WHEREAS, on August 12, 2006, the City and the Tribe entered into a First Amended MSA to address the provision of certain services and funding obligations for such services, on such Trust Lands ;

WHEREAS, on October 5, 2020, the Tribe and the City entered into a Second Amendment to the Municipal Services Agreement (“Second Amended MSA”) that further addressed certain provisions of the First Amended MSA;

WHEREAS, the Initial MSA, the First Amended MSA, and the Second Amended MSA are outdated and require revision to address changes in the law surrounding Indian Gaming on Trust Land;

WHEREAS, the Tribe and the City wish to continue their long-standing, continuing, intergovernmental relationship in which they have worked cooperatively for their mutual benefit;

WHEREAS, the Tribe wishes to receive services from the City on the Trust Lands and to provide payment to the City for those services;

WHEREAS, the City is capable of providing, and willing to provide, a full range of municipal services for uses of the Tribe’s Trust Lands;

WHEREAS, the terms and conditions of the Restated MSA address the funding obligations to provide City Services;

WHEREAS, the City supports the Tribe's fee-to-trust application because it anticipates that the Tribe's proposed development of the property will benefit the surrounding community, and as presented and mitigated will not be detrimental to the surrounding community;

WHEREAS, under the California Environmental Quality Act (CEQA), the Restated MSA is not a project under CEQA pursuant to section 15378(b) of the CEQA Guidelines, and no environmental review is required under CEQA for an agreement between a city and a tribe for the provision of municipal services. *Parchester Village Neighborhood Council v. City of Richmond* (2010) 182 Cal.App.4th 305. The fee-to-trust application process triggered a full environmental review under the National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321, et seq., which was completed through the Bureau of Indian Affairs as Lead Agency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BARSTOW DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. RECITALS. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. FINDING. The City Council finds that under the California Environmental Quality Act (CEQA), the Restated MSA is not a project under CEQA pursuant to section 15378(b) of the CEQA Guidelines, and no environmental review is required under CEQA for an agreement between a city and a tribe for the provision of municipal services. *Parchester Village Neighborhood Council v. City of Richmond* (2010) 182 Cal.App.4th 305. Evaluation of the Fee-to-Trust and Casino Project was completed through the Bureau of Indian Affairs pursuant to the National Environmental Protection Act (NEPA) and mitigation measures were adopted to address certain impacts of the project which shall be incorporated into the project..

Section 3. APPROVAL OF RESTATED AGREEMENT. The City Council hereby authorizes Mayor Paul Anthony Courtney to execute the Restated Municipal Services Agreement attached hereto as Attachment A.

Section 4. FINDING. The City Council hereby finds that the Fee-to-Trust transfer and the Casino Project, as presented and mitigated, will not be detrimental to the surrounding community, and therefore supports the Tribe's fee-to-trust application because it anticipates that the Tribe's proposed development of the property will benefit the surrounding community.

Section 5. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Resolution and shall give notice of it if and as required by law.

Section 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Barstow at a special meeting of said Council held on October 29, 2024, by the following vote:

AYES:
NOES:
ABSENT:

Dr. Paul A. Courtney, Mayor

ATTEST:

APPROVED AS TO FORM:

Andrea Flores, City Clerk

Matthew T. Summers, City Attorney

RESTATED MUNICIPAL SERVICES AGREEMENT

This Restated Municipal Services Agreement (“Agreement”) is made this ___ day of October 2024, by and between the City of Barstow (“City”) and the Los Coyotes Band of Cahuilla and Cupeño Indians (“Tribe”), and is founded upon the following Recitals:

RECITALS

WHEREAS, by an act of January 4, 1975, Congress enacted the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, *et seq.*;

WHEREAS, pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. § 5101 *et seq.*, Congress has authorized the United States Secretary of the Interior to acquire land in trust for the Tribe in order for the Tribe to achieve economic self-sufficiency;

WHEREAS, on October 10, 2004, and August 12, 2006, the Tribe and the City previously entered into a Municipal Services Agreement (Initial MSA) and a First Amended Municipal Services Agreement (First Amended MSA) to address similar issues associated with a now-expired Tribal-State Compact. On October 5, 2020, the Tribe and the City entered into a Second Amendment to the Municipal Services Agreement (MSA) that further amended certain provisions of the First Amended MSA. The Initial MSA, the First Amended MSA, and the Second Amendment to the MSA are outdated and require revision to address changes in the law surrounding Indian Gaming on Trust Land. This Agreement shall supersede the Initial MSA, the First Amended MSA, and the Second Amendment to the MSA;

WHEREAS, the Tribe and the City wish to continue their long-standing, continuing, inter-governmental relationship in which they have worked cooperatively for their mutual benefit;

WHEREAS the Tribe and the City have again renewed and confirmed their relationship through this Agreement;

WHEREAS, the Tribe has filed with the Department of Interior, Bureau of Indian Affairs a fee-to-trust application and request for two-part determination pursuant to and in accordance with the provisions of Section 5 of the IRA, 25 U.S.C. § 5108, Section 20(b)(1)(A) of the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. § 2719(b)(1)(A), and the National Environmental Policy Act (“NEPA”), 42 U.S.C. §§ 4321, *et seq.*, requesting that the United States accept trust title (“fee-to-trust application”) to a parcel of land in the City (“Trust Lands” as defined below) pursuant to IRA Section 5, and that the Secretary issue a two-part determination that the Tribe’s proposed trust acquisition and gaming development (“Casino Resort” as further described in Exhibit B) is in the best interest of the Tribe and not detrimental to the surrounding community pursuant to IGRA Section 20(b)(1)(A);

WHEREAS, the City supports the Tribe's fee-to-trust application because it anticipates that the Tribe's proposed development of the property will benefit the surrounding community, and as presented and mitigated will not be detrimental to the surrounding community;

WHEREAS, the Tribe appreciates and values the City's support for the Tribe's application and request to Interior, and wishes to enter into this Agreement with the City to memorialize the cooperation between the Tribe and the City;

WHEREAS, the Tribe wishes to receive services from the City on the Trust Lands ("City Services") and to provide payment to the City for those services;

WHEREAS, the City is capable of providing, and willing to provide, a full range of municipal services for uses of the Tribe's Trust Lands; and

WHEREAS, the terms and conditions of this Agreement evidence the goodwill and cooperation of the Tribe and the City in continuing their mutually respectful government-to-government relationship that will serve their mutual interests.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Land to be Taken into Trust.

A. The Tribe has requested that the United States take into trust for its benefit land approximately 23.1 acres in size as identified in Exhibit A appended hereto ("Trust Lands"). The Tribe confirms that it has enacted a tribal law that provides that the Tribe's commercial use and development of the Trust Lands will exclusively include: (a) the development and operation of a Casino Resort, which will offer Class III and/or Class II gaming, as defined in IGRA, and other facilities (together "Casino Resort" as defined in Exhibit B), in conformity with the requirements of IGRA, the requirements of all other applicable state and federal laws, and consistent with the commitments it has made in this Agreement; and (b) other gaming-related uses as described in Exhibit B, so long as such related uses are intended primarily to facilitate the operation of the Casino Resort. The services described herein address the potential and identified impacts of the Casino Resort, described as Alternative B in section 2.2.2 of the Final Environmental Impact Statement ("Final EIS") available at https://barstoweis.com/documents/final_eis-teir/report.htm. The tribal law also confirms the Tribe's commitment that it will not undertake additional development on the Trust Lands without amending this Agreement to address potential impacts.

B. Notwithstanding the forgoing, the City understands that at its discretion the Tribe may use some of the physical space within Casino Resort for non-commercial tribal governmental functions. Non-exclusive examples include use of meeting space for tribal member meetings or tribal cultural events, and use of office and administrative space for the provision of governmental service such as a health care clinic or educational services. The Tribe agrees that no change of the

commercial use of Tribal Trust Lands will occur unless the City is consulted to adjust impacts on the City. Any impacts on the City shall be addressed through an amendment to this Agreement.

Section 2. Tribal Building Standards for Barstow Trust Lands.

A. The Tribe has adopted a tribal law, embodied in a Resolution entitled, “Building Standards for the Barstow Trust Lands” (Exhibit I), that establishes building standards that are consistent with the California Building Codes and are applicable to all tribal development projects occurring on the Trust Lands. The Tribe shall continue to maintain building standards no less stringent than the California Building Codes. Prior to the use of any structure constructed on the Trust Lands, the Tribe shall provide the City, at the Tribe’s expense, written certification from the project’s architect of record that said structures have been constructed in accordance with said standards.

B. The Tribe agrees to contract with the City to provide planning, building and safety, fire prevention, and public works personnel to review any and all construction plans and inspect construction of all improvements on the Trust Lands within Barstow to ensure consistency with the Tribe’s adopted Building Standards for the Barstow Trust Lands on behalf of the Tribe. The City shall, to the extent consistent with State law, keep such construction plans confidential in light of the interest of the Parties in maintaining the security of the Casino Resort.

Section 3. Environmental Review.

A. The Bureau of Indian Affairs has conducted an extensive review of the Tribe’s Casino Resort project to determine its impact on the environment. That review was prepared pursuant to the National Environmental Policy Act (“NEPA”) after extensive public consultation. The result of that review is embodied in a publicly-available Final Environmental Impact Statement (“Final EIS”), which is available to the public at https://barstoweis.com/documents/final_eis-teir/report.htm. This Agreement is intended to address the impacts identified in the Final EIS, and is updated to address policy changes in federal law and refinement of obligations to address potential impacts to the City. The Final EIS contains mitigation measures that address environmental impacts of the proposed Casino Resort project, which this Agreement in part implements. The Parties understand that if the Tribe petitions the federal government to take more land in trust in Barstow for any purpose of future development (“Additional Tribal Trust Lands”), a new environmental analysis under NEPA will be required.

B. As of the date of this Agreement, there are no planned tribal development projects anywhere in Barstow except the Casino Resort project on the Trust Lands. Nevertheless, the Tribe has adopted a tribal law, embodied in a Resolution entitled, “Environmental Review Standards for the Barstow Trust Lands” (Exhibit J), providing for the preparation, circulation, and consideration by the City and the public, of detailed environmental analyses concerning the potential environmental impacts of any future tribal development projects that have not already been generally reviewed in the Final EIS identified in Paragraph A of this Section or otherwise reviewed

under any other federally prepared NEPA analysis. (The parties acknowledge that the California Environmental Quality Act (“CEQA”) does not apply to the sovereign Trust Lands.) The Tribe’s Environmental Review Standards are and will remain consistent with the policies and purposes of NEPA. The Tribe agrees that:

1. All environmental analyses conducted pursuant to the Tribe’s Environmental Review Standards shall be provided to the City not less than 30 days prior to the commencement of any development.
2. The Tribe will consult and cooperate with the City to review and discuss potentially significant impacts and reasonable and appropriate mitigation measures specific to tribal development projects, and shall act in compliance with the Tribe’s Environmental Review Standards in a manner consistent with the policies and purposes of NEPA to mitigate impacts stemming from tribal development on Trust Lands.

C. The Parties understand and agree that the Tribe may in the future undertake other development projects on non-trust land, in which case CEQA shall apply. Such projects will also be subject to applicable provisions of the Barstow Municipal Code.

Section 4. Police and Fire Personnel and Services.

The Parties recognize and agree that the Casino Resort to be developed and operated on the Trust Lands by the Tribe will necessitate an increased presence of police and fire personnel. The Parties agree that certain impacts on the City’s police and fire services will result from the development of the Casino Resort necessitating the need for additional police and fire service personnel and equipment. The Parties agree that the level of service described herein and in Exhibits F (Police) and G (Fire) is necessary to address such unmet need. Unless and until the Tribe develops its own tribal police and/or fire services to address the needs identified herein and in Exhibits F and G, the City shall provide police and fire services as described and agreed to herein. In the event that the Tribe develops its own tribal police and/or fire services, the Parties agree to negotiate and cooperate in the phase-in and transition of such services, and negotiate regarding sale of apparatus described herein.

A. Fire and Police Services

1. The City agrees to provide 24-hour police and fire suppression personnel and services to the Tribe at the same levels as provided to the City and its residents, except as provided herein and in Exhibits F (Police) and G (Fire) appended hereto. The City shall be compensated for providing such services consistent with Exhibits F and G.
2. Consistent with federal law, police services shall include the authority to enforce any and all applicable state criminal laws on Trust Lands, which shall include,

but not be limited to, 24-hour patrol services and response to emergency 911 calls, and general investigations for major crimes as the Barstow Police Department deems necessary.

3. When practical, the Police Department will attempt to notify the Tribe's designated public safety or security director and shall coordinate and cooperate with designated casino security force personnel, if any, except when, in the judgment of the law enforcement officers involved, their safety, the safety of the public, or the integrity of an investigation or enforcement action, would be compromised by doing so.

4. Whenever the Tribe schedules a Special Event (defined in Exhibit F) on the Trust Lands which is anticipated to require law enforcement personnel above the level of staffing called for in this Agreement, the Parties will negotiate appropriate additional reasonable compensation to the City to cover the additional costs incurred by the City as a result of the Special Event, consistent with Exhibits F and G.

5. All persons employed in the performance of law enforcement and fire service-related functions pursuant to this Agreement shall be employees or contractors of the City, other public safety agencies having primary jurisdiction within the City, or agencies which have mutual aid agreements with the City when responding to a request for services under this Agreement.

6. The Tribe shall contract directly with the County of San Bernardino for prosecutorial and defense services (District Attorney/Public Defender), and costs for such services shall be paid by the Tribe directly to the County. The Tribe has agreed that it will not commence gaming operations at the Casino Resort on the Trust Lands until resolution and agreement concerning the provision of prosecutorial and defense services.

B. Fire and Police Structures.

1. Within 180 days of the Trust Lands being placed into trust by the Department of the Interior, in order to allow construction of a fire and police facility nearby the Casino Resort by the time of commencement of operations at the Casino Resort on Trust Lands, the Tribe shall dedicate or arrange for the dedication to the City two acres of non-federal land that is owned or under the control of the Tribe or its development partner and is near the Casino Resort -- for fire and police station use -- on which the City will construct new fire and police stations when, and if, deemed necessary by the City in its sole discretion. The configuration and location of the donated site must be approved by the City.

2. Within one year of the Trust Lands being placed into trust by the Department of the Interior, the Tribe shall pay the City a sum of \$7,000,000.00 for the initial construction costs associated with the fire and police facility. Such money shall be

held in trust by the City until such time a cost is determined for such facility after design and bidding. In the event that construction, design, and staff costs associated with construction exceed such sum, the City shall advise the Tribe of the cost difference, and the Tribe shall remit such sum to the City prior to commencement of gaming operations at the Casino Resort. In the event that construction, design, and staff costs associated with construction are less than such sum, or such facility is not constructed, the City shall return the remainder amount to the Tribe. In the event that another tribe constructs a gaming development like the Casino Resort within the City of Barstow within five years from time of commencement of gaming operations, City shall seek reimbursement from that tribe for such fire and police facility on a proportional basis.

Section 5. Roads and Traffic Circulation.

The Bureau of Indian Affairs has conducted a traffic impact analysis, consistent with San Bernardino Associated Governments Congestion Management Program requirements, as part of its comprehensive review of potential project impacts in the Final EIS (see Section 3). As provided in the Final EIS, Chapter 5.7, the Tribe agrees to work with the City to implement recommended traffic mitigation measures and to complete or fund those mitigation measures identified in the Final EIS, and agrees to pay all required traffic mitigation fees consistent with the City's fee programs and ordinances and pay for all road improvements that are reasonable and necessary. The Tribe further agrees that, if an increase in traffic is caused by the Tribe's undertaking of other development projects on Trust Lands and additional road improvements or expansions are required, the Tribe shall grant suitable rights-of-way to the City in order to accommodate the necessary road improvements or expansions and make the necessary improvements.

Section 6. Sewer Service.

The Tribe will construct sewage disposal improvements on the Trust Lands with connection to the City's existing sewer collection system in the City at the property line of the Trust Lands. The Tribe agrees to pay sewer connection fees and monthly sewer service charges, obtain required easements for sewer infrastructure if needed, construct to City sewer infrastructure standards, and pay all costs of constructing sewer infrastructure (even if located outside the Trust Lands) necessary to connect the Casino Resort to existing sewer services. The Tribe agrees that no use shall occur on the Trust Lands (before or after the land has been put in trust) until sewer service is completed and inspected pursuant to Sections 2, 3, and 7 of this Agreement. Any approvals by the City required to implement this Section shall not be unreasonably withheld, and the standards referred to in this Section shall be substantially identical to those applied by the City to other similar users.

Section 7. Utilities.

The Tribe shall obtain water and electricity for the Trust Lands as follows:

- A. Water from the Golden State Water Company.

B. Electricity from either the Southern California Edison Company or through purchase on the open market. Solar power may be produced on site.

Section 8. Solid Waste Disposal.

The Tribe wishes to utilize the City's franchised solid waste disposal company for all solid waste and recycled materials generated by tribal development projects and agrees to pay the same rates and fees associated with such use normally paid by commercial accounts within the City.

Section 9. Tribal Employment Preference.

The Tribe intends to implement a tribal employment preference policy to prioritize employment for its members. Subject to tribal employment preferences and applicable law, the Tribe shall provide qualified City residents hiring preference at the Tribe's Casino Resort facilities. The Tribe shall offer training programs to assist City residents in becoming qualified for positions at the Casino Resort to the extent permitted by applicable law.

Section 10. Alcohol Service and Sales.

Consistent with applicable federal law, all alcohol beverage service shall be subject to State liquor laws on the Trust Lands. To the degree any cooperation is required by the City, such cooperation shall not be unreasonably withheld.

Section 11. Prohibited Activities.

The Tribe has adopted a tribal law, embodied in a Tribal Resolution entitled, "Zoning Standards for the Barstow Trust Lands" (Exhibit H), that prohibits the conduct of certain activities at any time on the Trust Lands, and provides an enforcement structure to assure enforcement of its prohibitions. Prohibited activities include:

- A. Nude entertainment, nude dancing, or venues containing nudity, sexually oriented businesses, or adult entertainment businesses.
- B. Fuel dispensing facilities for motor vehicles.
- C. Use of cannabis and commercial cannabis activity (including sales, cultivation, processing).

Section 12. Problem Gambling Program.

A. To address potential behavioral and psychological issues associated with problem gambling in the Barstow area associated with access to gambling at the Casino Resort, the Tribe shall contract with a non-profit organization located in the state of California that specializes in problem and responsible gambling assistance and preservation services and programs to establish a Problem

Gambling Program consistent with Exhibit E. The Problem Gambling Program shall include local problem gambling diversion, assistance, and counseling programs consistent with Exhibit E.

B. The Tribe shall fund the Problem Gambling Program, and shall ensure that it is established and implemented prior to groundbreaking on the Casino Resort.

C. The Tribal-City Advisory Committee shall review the Problem Gambling Program to ensure at a minimum those activities expressed in Exhibit E are being addressed. The Tribal-City Advisory Committee shall review the Tribal obligations related to problem gambling addressed in any Department of the Interior-approved gaming compact entered into by the Tribe and the state of California to ensure that efforts to address problem gambling at the local level are not duplicated without providing additional local benefit. The Tribal-City Advisory Committee shall at least annually review the efforts of the Problem Gambling Program to reevaluate the effectiveness of the program and whether such efforts under the Problem Gambling Program are still warranted given the efforts addressed through the state compact.

Section 13. Impact Fund

The Tribe and the City acknowledge that, because of the status of the Trust Lands, the City will lose potential tax revenues from the land and transfer of the land as Trust Land. To address costs and impacts that may not already be covered by the fees and reimbursements for services otherwise described and agreed to in this Agreement, the Tribe agrees to create an Impact Fund controlled by the Tribe by setting aside and holding 0.5% annually of net revenue obtained from activities on Trust Lands. The intent of the Impact Fund is to reserve funds available to make the City whole for unanticipated impacts not contemplated in this Agreement. This includes reimbursement for activities associated with the issues enumerated in this Agreement not otherwise funded, including replacement, maintenance, and refurbishment of equipment and facilities to further address impacts. This also include impacts not otherwise previously identified at the time of this Agreement that the City and Tribe agree are reasonably related to the Casino Resort. The City shall not be entitled to such amounts unless such impacts are adequately and reasonably documented by the City and presented for determination by the Parties. The Tribal-City Advisory Committee shall review requests for use of the Impact Fund for true-up of actual impacts, payment of latter identified impacts, and adjustment for unanticipated needs. Determination of release of monies from the Impact Fund shall be at the sole discretion of the Tribe's Executive Council, after consulting with the Advisory Committee.

Section 14. Dispute Resolution.

The Parties recognize that a mutually binding and judicially enforceable method of resolving potential disputes that may arise under this Agreement is desirable and beneficial and agree to the following:

A. Meet and Confer Process. In the event the City or the Tribe believes that the other has committed a possible violation of this Agreement, it 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 problem within 10 business days of the date of service of said request, provided that if the complaining Party believes that the problem identified creates a threat to public health or safety, the complaining Party may proceed directly to judicial action as provided in Subsection F below.

B. Notice of Disagreement. If a Party is unsatisfied with the results of the meet and confer process, within 10 business days of the date on which the Parties first met, such Party may provide written notice to the other identifying and describing any alleged violation of this Agreement (“Notice of Disagreement”), with particularity, if available, and setting forth the action required to remedy the alleged violation.

C. Response to Notice of Disagreement. Within 10 business days of receipt of service of a Notice of Disagreement, the recipient Party shall provide a written response admitting the allegation(s) set forth in the Notice of Disagreement and, if the truth of the allegations are admitted, setting forth in detail the steps it has taken and/or shall take to cure the violations (Offer to Cure), or denying the allegations of violation (Denial of Violations). The failure of the recipient Party to serve a timely response shall entitle the complaining Party to proceed directly to arbitration, as provided in Subsection E below.

D. Response to Offers to Cure/Denial of Violation.

1. Offer to Cure: Within 10 business days of receiving the recipient Party’s Offer to Cure, the unsatisfied Party shall in writing inform the recipient Party either that the unsatisfied Party accepts the Offer to Cure or that it has chosen to invoke the Binding Arbitration Procedures identified in Subsection E below; or
2. Denial of Violation: Within 10 business days of receiving the recipient Party’s Denial of Violations, the unsatisfied Party shall in writing inform the recipient Party as to whether it accepts the Denial of Violations or whether it has chosen to invoke the Binding Arbitration Procedures identified in Subsection E below.

E. Binding Arbitration Procedures. Subject to prior compliance with the Meet and Confer process set out above in Subsection A, and the Notice and Response process in Subsections B and C, and except as provided in Subsection D, either Party may initiate

binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

1. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.
2. The arbitration shall be held in Barstow, California, unless otherwise mutually agreed to in writing. The arbitrator(s) shall be empowered to grant compensatory, equitable, and declaratory relief.
3. If either Party requests an oral hearing, the arbitrator(s) shall set the matter for hearing. Otherwise, the arbitrator(s) shall decide whether to set the matter for hearing.
4. The arbitrator(s)' decision and award, if any, and the reasons therefore, shall be articulated in writing. The resulting award shall be in writing and give the reasons for the decision. Judgment on any award rendered by the arbitrator(s) may be entered in the Superior Court of California for San Bernardino County. The costs and expenses of the American Arbitration Association and the arbitrator(s) shall be shared equally by and between the Parties unless the arbitrator(s) rule(s) otherwise.

F. Expedited Procedure for Threats to Public Safety. If the City or the Tribe reasonably believes that the other's violation of this Agreement has caused or will cause a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this Section 14, the complaining Party may proceed with litigation consistent with the provision at Section 15 of this Agreement seeking declaratory and injunctive relief to enjoin any such threat.

Section 15. Judicial Review.

The Parties consent to an action for (a) declaratory and injunctive relief pursuant to the provisions of Section 14.F, or (b) enforcement of any award in arbitration pursuant to the provisions of Section 14.E, which actions shall be in the Superior Court of California for San Bernardino County. Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail - Return Receipt Requested to the following:

FOR THE TRIBE:

Chairperson
Los Coyotes Band of Cahuilla and Cupeño Indians
P.O. Box 189
25000 Camino San Ignacio
Warner Springs, CA 92086
Telephone: (760) 786-2701

FOR THE CITY:

City Manager
City of Barstow
220 E. Mountain View Street, Suite A
Barstow, CA 92311
Telephone: (760) 256-3531

Copy to:

V. Heather Sibbison, Esq.
Suzanne R. Schaeffer, Esq.
Dentons US LLP
1900 K Street, N.W.
Washington, D.C. 20006
Telephone: (202)-496-7500

Copy to:

Matthew Summers, Esq.
Andrew Jared, Esq.
City Attorney
Colantuono, Highsmith & Whatley, P.C.
790 E. Colorado Blvd., Suite 850
Pasadena CA 91101
Telephone: (213) 542-5700

Section 16. Limited Waiver of Tribal Sovereign Immunity.

The Tribe has waived its sovereign immunity in favor of the City as to any dispute that arises out of this Agreement pursuant to the terms set forth herein for enforcement. The Tribe's General Council, which has authority to waive the Tribe's sovereign immunity, has provided such a waiver in an executed formal Resolution of Limited Waiver of Sovereign Immunity (Exhibit D). Pursuant to the Tribe's customs and traditions, the Chairman and Executive Council are authorized to carry out the decisions made by the General Council. By approving and executing this Agreement, the Tribe's Chairman and Executive Council have confirmed that the already-provided Limited Waiver of Sovereign Immunity remains in effect and is applicable to this Agreement.

The Tribe recognizes the executed Limited Waiver is a condition for the City's execution of this Agreement and is made a part hereof by incorporation in Exhibit D. The City agrees and recognizes that with respect to the enforcement of an award of money and/or damages, the arbitrator(s) and/or court will have no authority or jurisdiction to order the execution against any assets or revenues of the Tribe except Casino Resort income as defined by Generally Accepted Accounting Principles.

Section 17. Attorneys' Fees.

In the event either party commences an action against the other party which arises out of a default of, breach of, or failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the Prevailing Party may be entitled.

For the purposes of this Agreement, the term "Action" means any lawsuit; court or administrative proceeding (whether of a legal or equitable nature); arbitration or mediation (whether binding or non-binding), or any other alternative dispute resolution procedure; or the filing, recording, or service of any process, notice, claim, lien, or other instrument which is a prerequisite to commencement of the Action.

For the purposes of this Agreement, the term "Litigation Expenses" means all reasonable costs and expenses incurred by the Prevailing Party directly related to an Action, including, but not

limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs. For the purposes of this Section, the term "Prevailing Party," shall have the meaning ascribed in Cal. Civ. Proc. Code § 1032(a)(4).

Section 18. Indemnification.

The Tribe agrees to and shall indemnify, defend, protect, and hold harmless the City from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by any act, omission or negligence of the Tribe or its contractors, licensees, invitees, agents, lessees, servants or employees, related to or in connection with any obligations on the Tribe's part to be performed under the terms of this Agreement, or arising from any negligence of the Tribe, or any such claim or any action or proceeding brought thereon or any action or proceeding filed against the City which challenges the City's approval, execution or delivery of this Agreement on the basis of claims related to environmental clearance; and in case any action or proceeding be brought against the City (or the City's Representatives) by reason of any such claim. The Tribe, upon notice from the City, shall have the option to defend the same at the Tribe's expense by counsel reasonably satisfactory to the City. However, in the event that the Tribe does not elect to defend the action or proceeding, the City shall defend the same, at the Tribe's expense, and shall consult with the Tribe during the pendency of the action or proceeding.

Section 19. Tribal-City Advisory Committee.

In matters other than issues appropriately arising under the Dispute Resolution provisions of Section 14 of this Agreement, the City and the Tribe agree to establish a permanent committee to be known as the Tribal-City Advisory Committee, consisting of nine (9) members. The Committee may meet to discuss any matter within the scope of this Agreement including questions related to implementation, and proposals for amendment of this Agreement. The Committee will be constituted and have had its initial meeting within thirty (30) days of the Trust Lands being placed into trust by the Department of the Interior.

A. Composition of Committee. The Committee shall be composed of a total of nine members as follows: two members of the City of Barstow City Council or designees, the City Manager or his/her representative, one member selected by the City Manager, four representatives of the Tribe, and a member who shall be selected by the other eight members of the Committee. The two members of the City Council, or designees, shall be appointed by City Council of the City of Barstow. The terms of those council-appointed members shall be appointed for a term of two years concurrent with such appointed Council Member's term of office, or if as an appointing designee shall be for a term concurrent with the council term expiring after the next regular council election. The City Council shall also appoint an alternate member to take the place of any City appointee due to removal, or temporary or long term absence of such seat. The City Council reserves the right to terminate the term of office of any Council Member serving on the Committee.

The term of office of the member at large selected by the eight members of the Committee shall have a term of office for no more than four years, whereafter such seat shall be reappointed by the remaining 8 members.

B. Open Meetings. Committee meetings shall be open to the public, and Committee members may invite staff and associates, as they deem appropriate, to participate. Notice may be provided by any party or Committee member. Meetings may be in person in the Barstow area or via an electronic meeting forum.

C. Meeting Times. The Committee shall meet on a quarterly basis, or more frequently as needed, according to procedures established by the Committee. A meeting may be called by any three members of the Committee. Quorum shall be a majority of the total membership of the Committee as it is then presently constituted.

D. Authority of Committee. The Committee may make recommendations to the Tribe and the City, including amendments to this Agreement, which both Parties shall consider before taking any action on a Committee recommendation.

E. Compensation. Members of the Committee each shall be paid \$200 per meeting, and reasonable expense for travel for attendance at each meeting.

Section 20. Future Development Projects.

The Parties understand and agree that the Tribe may in the future undertake other development projects on the Trust Lands. In order to preserve their good relations and in the best interests of the surrounding community, the Tribe agrees to follow the process and procedures and implement the standards outlined in Sections 2 and 3 of this Agreement before undertaking any construction on Trust Lands.

Section 21. Amendments.

This Agreement may be amended in writing by the Parties. The Parties will meet annually to review this Agreement and the Parties' performance of their obligations under it. To the extent that either Party believes that the Agreement should be amended, the Parties agree to negotiate such amendments in good faith in order to further the objectives of this Agreement.

Section 22. No Third Party Beneficiaries.

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

Section 23. Term.

This Agreement shall become effective upon its execution by the Parties hereto and shall continue during the period of time that business operations are conducted on the Trust Lands, provided that, if the Tribe is informed by the Secretary of the Interior that the United States will not take the land into trust for the purposes of allowing the Tribe to conduct gaming activities thereon then this Agreement shall terminate 30 days after all appeals by the Tribe related to such a decision have been exhausted.

Prior to the termination of Casino Resort operations on the Trust Lands, either Party may request the other Party to enter into good faith negotiations to extend this Agreement or enter into a new Agreement. If the Parties have not agreed to extend the date of this Agreement nor entered into a new Agreement by the termination of Casino Resort operations on the Trust Property, this Agreement will automatically be extended for one additional year, and renewed for additional annual periods at the option of the City until a new agreement to address impacts of the new operations is entered into, provided the Parties agree to submit to binding arbitration for the purposes of securing a new agreement.

Section 24. General Provisions.

A. **Condition of Agreement.** The Tribe agrees that its Casino Resort manager and developer must act in accordance with IGRA and the rules and regulations of the National Indian Gaming Commission, obtaining all required regulatory approvals.

B. **Completion Date.** The Tribe shall use its best efforts to complete and open the Casino Resort within 24 months following the obtaining of all necessary permits, licenses and approvals prerequisite to the commencement of construction from all federal, state and local authorities.

C. **Tribal Requirements.** The Tribe shall be responsible for the following at the Trust Lands:

1. Assurance that its contract partners, including all developers and gaming managers, have the capacity to complete and operate all development projects;
2. Maintenance of property and all development projects;
3. Management of all development projects; and
4. Transfer to the City of such easements and other interests in real property as are necessary for the provision of municipal services to the Trust Lands by the City and other local government service providers.

Section 25. Approval by the Department of the Interior.

The parties will submit this Agreement to the Department of the Interior for either (a) approval pursuant to 25 U.S.C. § 81, or (b) a written response from the Department of the Interior that this Agreement does not require approval under 25 U.S.C. § 81 to be enforceable.

Section 26. Merger.

This Agreement is the entire agreement between the Parties and supersedes all previous agreements between the Tribe and the City, and all such previous agreements are void. This Agreement may only be amended in writing with the approval of the Tribe's Executive Council and the Barstow City Council.

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

LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS

Ray Chapparosa
Ray Chapparosa (Oct 21, 2024 15:28 PDT)

By: Ray Chapparosa
Chairman

October 21, 2024

CITY OF BARSTOW

By: Paul Anthony Courtney
Mayor

October ____, 2024

APPROVED AS TO FORM:

By: _____
Matthew Summers
City Attorney

By: _____
City Clerk
Secretary

EXHIBIT A

Trust Lands

That real property located in the City of Barstow, County of San Bernardino, State of California, comprising approximately 23.1 acres, which has the following legal description:

Parcels 2 through 4 of Parcel Map No. 14373, as per map recorded in Book 170, Pages 5 and 6, of Parcel Maps, San Bernardino County Recorder, and currently identified as Assessor's Parcels Number 0428-171-66, 0428-171-67 and 0428-171-68, as shown on Exhibit A-1 attached hereto and as shown on Exhibit D of the State Gaming Compact.

EXHIBIT B

Casino Resort

The provisions of this Agreement shall require the Tribe to develop a first-class high-quality resort including a hotel, restaurant(s), hospitality services, and Class III and/or Class II gaming, as defined in IGRA, and other amenities as described as Alternative B in section 2.2.2 of the Final Environmental Impact Statement (“Final EIS”) available at https://barstoweis.com/documents/final_eis-teir/report.htm. The number of slot machines, table games and other gaming devices or games shall not exceed the maximum to be allowed under the Tribal-State Gaming Compact between the Tribe and the State of California.

In addition, the following uses may be developed in conjunction with the Casino Resort specifically authorized under this Agreement. All uses shall be supportive uses to the gaming facility and shall include but are not limited to:

1. Hotel/Motel
2. Recreational Vehicle Park
3. Shopping Mall
4. Theater (motion picture or live performances)
5. Themes or Amusement Park
6. Water Park
7. Small-scale Amusement Park, including video arcades and miniature golf
8. Bowling Center
9. Restaurants/Coffee Shops/Snack Bars
10. Night Clubs or Bars (includes live entertainment)
11. Entertainment Venues (stadiums or arenas, including rodeo arenas)

If a use not listed above is proposed, and the City and Tribe cannot agree that the use is gaming-related under Section 1 of this Agreement, or is similar to the uses listed above, then the parties shall resolve the issue under the dispute resolution provisions in Section 14 of this Agreement.

EXHIBIT C

Monies To Be Paid By The Tribe

1. Actual costs for all development and impact fees charged by the City and other local agencies for project development on or off Trust lands. Actual costs for all development and impact fees charged by the City and other local agencies for project development on or off Trust lands. Payment shall be due at time of commencement of construction. The Tribe agrees to pay the City amounts equal to the service, development, and impact fees which, if the Trust Lands were not in trust status, would be charged by the City and other local agencies at the time of any and all project development(s) on the Trust Lands. Such fees consist of payments to the City and the Barstow Fire Protection District to cover fair share costs by developers of new projects for existing City Services, such as the circulation system (streets, signals, and bridges); storm drainage collection facilities; general city facilities, vehicles, and equipment; existing police and fire department facilities; public use facilities; and park land and park facilities. These are fees allocated typically on a per square foot basis for new development to address impacts on existing facilities or replacement of existing facilities. The Tribe will make payments to the Barstow Unified School District equal to the service, development, and impact fees which the School District would receive if the Trust Lands were not in trust status. The amount of payments to the Barstow Fire Protection District is established by a general agreement between the City and the Fire Protection District; the amount of payments to the Barstow Unified School District is established by state statute. Payment shall be due at time of commencement of construction.
2. The cost of inspection services based on then-current hourly or contracted rate planning, building and safety, fire prevention, public works, and other inspection services requested necessary pursuant to Section 2 related to development and construction of the Casino Resort. Payment shall be made to the City on a monthly basis, for the actual cost of services. Said payments shall not be a condition precedent of commencement of the work contemplated here. Said payments shall be made within 30 days of billing.
3. The sum of \$7,000,000.00 shall be paid to the City within one year of the Trust Land being placed into trust by the Department of the Interior as the initial payment for the construction costs associated with the fire and police facility, as further described in Section 4.B of this Agreement.
4. The cost of the following Fire Apparatus as discussed in Exhibit G, final costs to be determined and paid at time of order, no later than one year of the Trust Land being placed into trust by the Department of the Interior:

- a. Ladder Truck
 - b. Fire Engine
- 5. If a structure exceeding four stories in height is constructed by the Tribe on Trust Lands, the Tribe will pay the actual annual costs of training Fire Department personnel to fight high-rise fires. High-rise fires require specialized training for Fire Department personnel to attack fires at the burning site within the structure, rather than from the exterior. The Fire Department estimates the cost of such training for new personnel and as perishable skills for existing personnel to be \$233,000 annually. Initial payment shall be due within 30 days after completion of the structure over four stories. Payment for annual fees shall be due, on the thirtieth day of the calendar year.
 - 6. Costs of Police Services, as described in Exhibit F, annually adjusted based on changes to personnel demand, current police MOU costs, equipment costs, overhead costs, and other associated costs. Presently, such amount is \$3,084,535 (2024). Initial payment shall be due within 30 days after opening of Casino Resort for operations. Payment for annual fees shall be made on a monthly basis, upon presentation of invoice by City for the forthcoming month's services.
 - 7. Costs of Fire Department Services, as described in Exhibit G, annually adjusted based on changes to personnel demand, current fire department MOU costs, equipment costs, overhead costs, and other associated costs. Presently, such amount for administration, support, ladder truck personnel, and fire engine personnel is \$4,757,170 one-time start-up costs, and \$4,876,101 annual costs (2024). Initial payment shall be due prior to completion of the occupancy of any structure to the public. Payment for annual fees shall be due, on the thirtieth day of the calendar year.
 - 8. Traffic improvements described in the Final EIS. Payment shall be due at time of commencement of construction of such improvement.
 - 9. Costs and impacts associated with further development projects on Trust Land or non-Trust Land. Payment shall be due at time of commencement of construction of such improvement.
 - 10. The actual costs and expenses and all other costs incurred by the City in the development, approval, and management of this Agreement. City shall provide documentation of the costs incurred, and Tribe shall make such payment within 30 days thereafter.

11. An amount of \$200 per meeting and reasonable travel expenses to be paid to each member of the Tribal-City Advisory Committee for each meeting attended.

If not specified above, payments are to be made on the thirtieth day after presentation of an invoice or demand for payment by the City. For annual payments, if not specified above, payments are to be made to the City on the thirtieth day of each calendar year for which the payment is due. All payments made by the Tribe shall be made payable to the City of Barstow and delivered to the City's Finance Director or authorized designee; City shall be responsible for payment to any City employee or City contractor providing such services conducted under this Agreement.

EXHIBIT D



Los Coyotes Band of Indians

◆◆◆
P.O. Box 189 • Warner Springs, CA 92086
(760) 782-0711 • Fax (760) 782-2701



LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS

RESOLUTION NO.081306

WHEREAS, The Los Coyotes Band of Cahuilla and Cupeño Indians is a federally recognized Tribe, governed by its custom and traditions, and

WHEREAS, According to the Tribe's custom and traditions, the General Council has all legislative authority, and the Spokeswoman is authorized to carry out the decisions made by the General Council, and

WHEREAS, The General Council has reviewed the First Amended Municipal Services Agreement ("Agreement") between the Tribe, and the City of Barstow ("City");

WHEREAS, The General Council, having considered the matter in accordance with the custom and traditions of the Tribe agrees that the approval of the Agreement with the City would be in the best interest of the Tribe in order to move forward to conduct gaming within the City of Barstow; and

WHEREAS, The Tribe recognizes its need to exercise its sovereign right to provide a limited waiver of sovereign immunity with regard to disputes arising under or in connection with the Agreement, to consent to the jurisdiction of Approved Courts and Arbitration, as provided for in the Agreement.

NOW, THEREFORE BE IT RESOLVED, the General Council ratifies the Spokeswoman's execution and delivery of the Agreement to the appropriate City Officials;

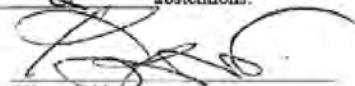
BE IT FURTHER RESOLVED, the General Council hereby waives the sovereign immunity of the Tribe in favor of the City as to disputes arising under, or in connection with, the Agreement, and consents to the jurisdiction of courts and arbitration, as provided in the Agreement;

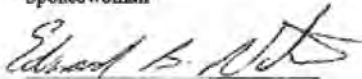
BE IT FURTHER RESOLVED, any material amendments to the First Amended Municipal Services Agreement shall be brought back to the General Council for consideration and approval.

CERTIFICATION

On August 13, 2006, at a duly called General Council meeting held by the Los Coyotes Band of Cahuilla and Cupeño Indians at which a quorum was present, the foregoing resolution was presented and adopted by a vote of 34 in favor, 0 opposed, and 0 abstentions.


Catherine Siva Saubel
Spokeswoman


Witnessed by
Committee Member


Witnessed by Committee Member

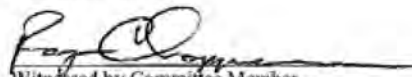

Witnessed by Committee Member

EXHIBIT E

Problem Gaming Program

The Program shall be focused on the issue of problem gambling through training, education, and awareness of the crisis help line. The program shall address the following minimum awareness and prevention initiatives, and shall be evaluated on an annual basis. The annual budget for such program shall be no less than \$93,000 (baseline 2024 budget) and shall be increased annually to address the program awareness and prevention initiatives.

Tribe shall hire a provider to create, administer and oversee the following initiatives:

1. Short Form Video Campaign (community wide distribution). Short-form videos distributed weekly via to YouTube Shorts and Instagram Reels (or similar medium) for pushed viewership in the Barstow area concerning educational messages associated with problem gambling. (\$32,000.)
2. School Programming (targeting grades 7-12). Program to empower youth leaders and adult allies to address underage gambling and problematic gambling behaviors in the local community. Such programming through the schools shall at a minimum include creation of multimedia marketing campaign to create public service announcements through local schools, a youth town hall education event, problem gambling awareness month (annually in March), youth-led action research survey, periodic distribution of locally relevant data (from CFNLP). All Barstow junior high and high schools in the Barstow area shall be allowed to participate in the program. (\$32,000.)
3. Continuing Education Opportunities for Behavioral Health Providers. Provide access to an on-line learning portal for any provider to or any resident of the Barstow area to earn behavioral health credits or knowledge expansion related to problem gambling. (\$4,500.)
4. Community Advertising (Barstow Area focused). Marketing directly to residents of the Barstow area regarding problem gambling help, prevention and treatment services via print and digital signage. (\$14,500.)
5. Print Distribution. To cover printing cost of previously developed materials at no costs to residents of the Barstow area, such as brochures, and booklets addressing problem gambling issues, for distribution to local community nonprofits, behavioral health centers, city service centers, chambers of commerce, and other locations. Covering issues such as problem gambling signs and symptoms, and help and prevention services. (\$8,000.)

6. High Prevalence Population Outreach. Initiative to provide outreach in the Barstow area to target active-duty military, veterans, college students/faculty, and other target populations. Assistance from the City and Tribe to make connections with decision-makers/leaders of such groups. (\$3,000.)

EXHIBIT F

Police Services

The Barstow Police Department shall enforce state criminal laws within the boundaries of the Trust Lands and the Casino Resort's facilities to the full extent that the City is authorized under federal and California law, and this Agreement, to exercise its police power.

Scope of Law Enforcement Services

This Exhibit F to the Restated Municipal Services Agreement between the City of Barstow ("City") and the Los Coyotes Band of Cahuilla and Cupeño Indians ("Tribe"), and the Parties to the Agreement agree that the provisions hereof are a part of the Agreement.

The City shall enforce state penal law within the boundaries of the Trust Lands as described in Exhibit A to the Agreement to the full extent that City is authorized under California law, the Tribe's Class III Gaming Compact with the State of California and this Agreement to exercise its police power.

The City may enforce or assist in the enforcement of federal law on the Trust Lands within the City to the extent that City may be permitted to do so under federal law. In order to permit the City to fulfill its responsibilities under this Agreement, all City public safety officers shall be accorded free access to all spaces open to the public within any gaming facility and/or surrounding structures on the tribal land for purposes of maintaining public peace and order and to allow for the enforcement of applicable criminal laws of the federal government, state and City. Personnel employed by the tribal gaming operation, including security personnel of the gaming facility and tribal law enforcement personnel, shall, for such purposes, provide City public safety officers access to those public spaces within the gaming facility as may be necessary to permit the City to fulfill its duties under this Agreement, and may consent to access to non-public space. Nothing in this Agreement is intended to restrict access to non-public space if exigent circumstances require access.

The City shall be permitted entrance to any public place on the Trust Lands described in Exhibit A pursuant to the City's general police powers for any lawful purpose. City public safety officers, if deputized by the Tribe for such a purpose, may likewise arrest any Indian for violation of tribal law occurring on Trust Lands in which event said individual shall be held and detained by the public safety officer until a tribal police officer takes custody. The City shall promptly notify the tribal security office of any effort to arrest or detain an individual on Trust Lands.

The cost for Law Enforcement support found in this Agreement does not include the cost of performing background checks or identification procedure and identification cards that may be required to be issued depending on state legislative action. If this service is required of the City, additional fees will be assessed in the same manner as for other entities requiring such service.

The Tribe shall contract directly with the County of San Bernardino for prosecutorial and defense services (District Attorney/Public Defender) and costs for such services shall be paid by the Tribe directly to the County. If the Tribe is unable to reach terms with the County for prosecution and defense services, then the Parties shall conduct further negotiations regarding provision of such services to the Tribe. Failure of the Parties to reach agreement shall constitute grounds for invocation of the Dispute Resolution provisions of this Agreement. Notwithstanding any other provision of this Agreement, gaming operations shall not commence at the Resort until resolution and agreement of the Parties concerning the provision of prosecutorial and defense services.

Matters Incidental to the Performance of Any Law Enforcement.

The standards of performance, training, discipline and other matters incidental to the performance of any law enforcement services rendered under this Agreement shall be determined solely by the City or agency involved in accordance with applicable laws and regulations.

If the Tribe creates a tribal police or security force which operates on the Trust Lands, the Barstow Police Department will assist the Tribe with the cross training required to provide a smooth and effective working relationship, and will assist the Tribe as needed to review written policies and guidelines for tribal police and security personnel as well as expectations for the tribal personnel to interface effectively and smoothly with the operations of the Barstow Police Department. If cross training of tribal police and security personnel is conducted by the Barstow Police Department, then fees will be assessed for such training on the basis of hourly charges calculated on the basis of the salary of officers involved in such training. In any event, the level of training and performance standards of the tribal police and security personnel shall be equal to those imposed by the Barstow Police Department on its law enforcement personnel.

“Special Events” are those events which take place on the Trust Lands for which there is a reasonable expectation that there would be a need for an increase in the amount, scope of level of necessary police, traffic control, and crowd control which is above the normal deployment of law enforcement personnel which would normally be required without such event. Should Special Events be held on the Trust Lands, the Tribe and the Barstow Police Department will negotiate separate agreements for each event to provide adequate police staffing necessary to provide coverage for such Special Event and reasonable compensation therefore.

Required Police Department Staffing for Casino Resort

The level of staffing required for 24/7 service is a three officer, one supervisor staffing detail due to operation of the Casino Resort. The staffing demand for a four-shift coverage is as follows:

1. Twelve (12) officers, 4 sergeants, 1 lieutenant (estimated annual cost \$2,268,379)
2. Operations costs: Training, Communications, Supplies (estimated annual cost \$472,161)

3. Capital Equipment: 4 patrol units, 1 unmarked unit, body worn cameras (estimated annual cost \$135,280)
4. One (1) dispatcher (estimated annual cost \$82,864)
5. Dispatch operations costs (estimated annual cost \$22,000)
6. Administration Costs: 1 Administrator, Operations costs (estimated annual cost \$102,850)

The level of staffing required for operation of the Casino Resort is based on the description of the Casino Resort, specifically the proposed amenities, features, uses, square footage, layout, and depiction of the Casino Resort in section 2.22. of the Final EIS. Any changes to the final use may result in a corresponding change to the staffing demand. All costs are stated as costs for 2024 calendar year. Costs shall be adjusted at time of execution of Agreement and annually to represent then-current costs based on adjustments to costs of staffing, equipment, and supplies.

EXHIBIT G

Barstow Fire Protection District Services

This is Exhibit G to the Restated Municipal Services Agreement (“Agreement”) between the City of Barstow (“City”) and the Los Coyotes Band of Cahuilla and Cupeño Indians (“Tribe”), and the Parties to the Agreement agree that the provisions hereof are a part of the Agreement.

Fire Protection Services.

The Barstow Fire Protection District will be the primary fire protection agency serving the Resort and all facilities located thereon. The tribal property shall receive the same level of fire protection as is provided to any other resident or business within the City.

The Barstow Fire Protection District will relocate fire fighting equipment to Station 363 and then to any new fire station, in accordance with the provisions of Section 4.B of the Agreement.

Standards of performance, training, discipline and other matters incidental to the performance of any fire service-related services.

The standards of performance, training, discipline and other matters incidental to the performance of any fire service-related services rendered under this Agreement shall be determined solely by the Barstow Fire Protection District.

If the Tribe creates a tribal fire and/or emergency medical services (“EMS”) unit which is assigned to the Casino Resort, the Barstow Fire Protection District will assist the Tribe with the cross training required to provide a smooth and effective working relationship, and will assist the Tribe as needed to review written policies and guidelines for tribal fire and EMS personnel as well as expectations for the tribal personnel to interface effectively and smoothly with the operations of the Barstow Fire Protection District. If cross training of tribal fire and EMS personnel is conducted by the Barstow Fire Protection District, then fees will be assessed for such training on the basis of hourly charges calculated on the basis of the salary of Barstow Fire Protection District personnel involved in such training.

Emergency Medical Services.

The Parties recognize that significant emergency response services will be required by the Tribe’s Casino Resort to be constructed within the City on tribal Trust Lands. The Barstow Fire Protection District customarily is the first responder for Emergency Medical Services (“EMS”) although it is understood that the Tribe intends to have tribal EMS personnel on duty at the Casino Resort, in which case tribal EMS personnel will be the first responder. EMS services will be provided by Barstow Fire Protection District firefighter paramedics. Ambulance transportation service shall be conducted by an ambulance transport provider designated by the Inland Counties Emergency Medical Agency (ICEMA) for the Barstow area.

Fire Protection and Response Services.

The Parties recognize that significant additional fire protection and response services will be required by the Tribe's Casino Resort to be constructed within the City on tribal Trust Lands. The scope of said services was detailed in the Final EIS.

Based on the uses proposed amenities, features, uses, square footage, layout, and depiction of the Casino Resort in section 2.22. of the Final EIS, the Barstow Fire Protection District has determined that a tractor drawn aerial apparatus (ladder truck) and a fire engine will be necessary to be added to the Fire District inventory of apparatus available to address fire and emergency services at the Casino Resort. In addition to these two apparatuses, personnel will be required to staff such apparatus. The need for the ladder truck is due to the size and configuration of the casino building and a structure up to four stories in height. The size of the Casino Resort necessitates an additional fire engine. The design of the Casino Resort with a structure over four stories requires additional firefighter training, as a ladder truck is not typically used to fight a fire on a building more than four stories in height. Rather, such a high-rise fire requires entry by Fire Department personnel and personal action at the burning site. If a structure exceeding four stories in height is constructed by the Tribe on Trust Lands, the Tribe will pay the actual costs of training Fire District personnel to fight high-rise fires. The staffing demand for 24-hour coverage for the new ladder truck will require hiring 3 captains, 3 engineers, and 6 firefighter/paramedics. The staffing demand for 24-hour coverage for the new fire engine will require hiring 3 captains, 3 engineers, and 3 firefighter/paramedics. The additional staffing requirements will necessitate hiring an office assistant.

To accommodate anticipated added burdens, the Parties agree to the following:

1. Dedication of land. The Tribe shall cause to be acquired and dedicated to the City a two-acre parcel of land for use as a fire station, consistent with Section 4.B of this Agreement. Such transfer shall be completed within 180 days after the Bureau of Indian Affairs accepts fee title to the Trust Lands.
2. Construction of Fire Station. The Tribe shall be responsible for the costs of design and construction of a fire station with the following minimum characteristics: two apparatus bays to service the ladder truck and fire engine specified herein; support/living facilities to support the fire personnel associated with such specified apparatuses; and office space for a public safety office for the police personnel described herein. Within one year of the Trust Lands having been placed into trust by the Department of the Interior, the Tribe shall pay the City an initial sum of \$7,000,000.00 for construction of the fire and police facility, consistent with Section 4.B of this Agreement. City shall be responsible for construction of the public safety facility. In the event that construction, design, and staff costs associated with construction exceed such sum, City shall advise Tribe of the cost difference, and Tribe shall remit such sum to City prior to commencement of gaming operations at the Casino Resort.

3. Ladder Truck (Tractor-drawn Aerial Apparatus). The Tribe shall provide payment for the City to purchase one ladder truck. The estimated cost for this apparatus at this time (2024) is \$2,500,000. Due to lead time associated with the ordering and building of such vehicle, payment is required within one year of the Trust Lands being placed into trust by the Department of the Interior.
4. Ladder Truck (Personnel). The Tribe shall provide payment for the City to staff one ladder truck with the following personnel (one-time/annual costs (2024)): 3 Captains (\$588,750/\$603,460); 3 Engineers (\$517,305/\$530,238); and 6 Firefighter/Paramedics (\$955,680/\$979,572).
5. Fire Engine (Type-1 Fire Engine, 1500 GPM). The Tribe shall provide payment for the City to purchase one fire engine. The estimated cost for this apparatus at this time (2024) is \$1,400,000. Due to lead time associated with the order and building of such vehicle, payment is required within one year of the Trust Lands being placed into trust by the Department of the Interior.
6. Fire Engine (Personnel). The Tribe shall provide payment for the City to staff one fire engine with the following personnel (one-time/annual costs (2024)): 3 Captains (\$588,750/\$603,460); 3 Engineers (\$477,834/\$506,813); and 3 Firefighter/Paramedics (\$477,834/\$489,780).
7. Office Assistant. The Tribe will pay for one office assistant: one-time cost, \$96,470; annual costs, \$98,882.
8. Administrative Overhead. The Tribe will pay for administrative overhead: one-time cost, \$1,038,908; annual costs, \$1,084,876.
9. Training. The Tribe will pay the actual costs of training Fire District personnel to fight high-rise fires. It is estimated the cost of such training for new personnel and as perishable skill training for existing personnel to be \$233,000 annually. Initial payment shall be due within 30 days after completion of the structure over four stories. Payment for annual fees shall be due, on the thirtieth day of the calendar year.

Equipment and personnel specified above is based on the description of the Casino Report, specifically the proposed amenities, features, uses, square footage, layout, and depiction of the Casino Resort in section 2.22. of the Final EIS. Any changes to the final use may result in a corresponding change to the staffing demand. All costs are stated as costs for 2024 calendar year. Costs shall be adjusted at time of execution of Agreement and annually to represent then-current costs based on adjustments to costs of staffing, equipment, and supplies.

EXHIBIT H

Tribal Resolution Establishing Zoning Standards For The Barstow Trust Lands



LOS COYOTES BAND
OF CAHUILLA AND CUPENO INDIANS
P.O. BOX 189
WARNER SPRINGS, CA 92086
(760) 782-0711 PHONE
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ZONING STANDARDS FOR THE BARSTOW TRUST LANDS

Resolution #2024-25

WHEREAS, the Los Coyotes Band of Cahuilla and Cupeno Indians ("Tribe") is a federally recognized and acknowledged Indian Tribe with the inherent sovereignty to make its own laws; and

WHEREAS, the Tribe is governed by its customs and traditions, some of which are memorialized in Resolutions to carry out the sovereign rights of the people to self-government; and

WHEREAS, according to the Tribe's customs and traditions, the General Council possesses plenary legislative authority, and by earlier Resolution the General Council authorized the Tribe's request to the Department of the Interior that it take land in trust in Barstow for development of a tribal gaming facility (Res. No. 101412-2 (fee-to-trust acquisition)) to provide employment and to increase economic development opportunities and generate revenue to fund tribal government, services, and programs; and

WHEREAS, the Executive Council has authority to implement the General Council's Resolution authorizing the Tribe's request to take land in trust in Barstow and develop a gaming facility there;

WHEREAS, the Tribe has the inherent duty and responsibility to maintain the health, safety and welfare of the members living on and off the Reservation; and

WHEREAS, the Tribe wishes to establish tribal zoning standards to ensure the orderly and safe development of its planned development on trust land in Barstow;

THEREFORE, BE IT RESOLVED that the Tribe adopts the following zoning standards to govern all development on lands held in trust for the Tribe and located within the city limits of Barstow, California:

CHAPTER I: General Provisions

These standards shall be known as the "Zoning Standards for the Barstow Trust Lands."

CHAPTER II: Zoning Standards

Sec. 1. Definitions.

Forms can be faxed, emailed, or mailed to the Administration Office.
Email Address: Administration@loscoyotesband.org



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- a. For the purpose of this Chapter, words, phrases, and terms shall be deemed to have the meanings ascribed to them in the following subsections. When not inconsistent with the context, words used in the present tense include the future; words in the singular number include the plural; and those in the plural number include the singular. "Shall" is mandatory and "may" is permissive.
- b. Specific definitions.
 - i. *Adult entertainment business* means the businesses and activities defined by Section 19.26.020 of the Barstow Municipal Code. The Tribe adopts and makes part of this Chapter, by reference, that portion of the Barstow Municipal Code.
 - ii. *Building* means any structure having a roof and walls built and maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind.
 - iii. *Commercial cannabis activity* means the sale, cultivation, or processing of cannabis.
 - iv. *Fueling Station* means a business which provides for fuel (inclusive of gasoline, diesel, as well as alternative fuels and commercial electric charging stations) for motor vehicles. This definition excludes electric vehicle charging stations as an ancillary use associated with a primary business (i.e., offices, retail and service establishments, gaming facilities, and industrial businesses).
 - v. *Gaming Activities* means any game, contest or activity in which one or more players wager, stake or otherwise risk money, checks, credits, merchandise, chips, markers or other items of value or representations of value for the chance to win money, checks, credits, merchandise, chips, markers or other items of value or representations of value based upon the outcome or result of such game, contest or activity, regardless of whether chance or skill is the determining factor.
 - vi. *Gaming Facility* means any property, lot, building or structure used in whole or part for any gambling activities.
 - vii. *Structure* means anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground.

CHAPTER III: Prohibited Activities.

Sec. I. Generally.

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- a. The following activities are prohibited in any building, structure, or elsewhere on lands held in trust for the Tribe in Barstow, as specified below:
 - i. Persons under the age of 21 shall not be allowed to gamble or remain in any room or area in which gaming activities are being conducted. Individuals under the age of 21 may pass through gaming rooms or areas of a gaming facility only if they are enroute to a non-gaming room or area of the building.
 - ii. Nude entertainment, nude dancing, or venues containing nudity, sexually oriented businesses, or adult entertainment businesses.
 - iii. The operation of Fueling Stations is prohibited.
 - iv. Commercial cannabis activities and the use of cannabis are prohibited in any building, structure, or anywhere on the Tribe's Barstow trust lands.

Sec. 2. Violations.

- a. Use of the Tribe's Barstow trust lands for the aforementioned prohibited uses shall be unlawful.
- b. The Tribe shall take appropriate action, consistent with Tribal law, to enforce the provisions of this Title, and ensure that any prohibited uses are immediately enjoined or otherwise halted.

CHAPTER IV: Severability, Effective Date.

- a. *Severability.* In the event any provision or part of these Zoning Standards are is found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these Standards shall not in any way be impaired or affected thereby and shall remain in full force and effect.
- b. *Effective Date.* These Zoning Standards shall take effect upon their adoption by the Executive Council.

CERTIFICATION

As the Los Coyotes Band of Cahuilla and Cupeño Indians General Council, we do hereby certify that an Executive Council Meeting was duly called, noticed, and convened on October 21, 2024, at which time a quorum was present, this resolution was duly adopted by a vote of 4-Yes, 0-No, 1-Abstain.

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<u>Ray Chapparosa</u> RAY CHAPPAROSA (P.O. BOX 189, WARNER SPRINGS, CA 92086)	10/21/2024
Ray Chapparosa, Executive Council Chairman	Date
<u>Ponciano Castellano</u> PONCIANO CASTELLANO (P.O. BOX 189, WARNER SPRINGS, CA 92086)	10/21/2024
Ponciano Castellano, Executive Council Vice-Chairman	Date
Alvina Fletcher, Executive Council Member	Date
<u>Janet Dillman</u> JANET DILLMAN (P.O. BOX 189, WARNER SPRINGS, CA 92086)	10/21/2024
Janet Dillman, Executive Council Member	Date
<u>Jacob Norte</u> JACOB NORTE (P.O. BOX 189, WARNER SPRINGS, CA 92086)	10/21/2024
Jacob Norte, Executive Council Member	Date
<u>Dominique Chapparosa-Avila</u> DOMINIQUE CHAPPAROSA-AVILA (P.O. BOX 189, WARNER SPRINGS, CA 92086)	10/21/2024
Dominique Chapparosa-Avila, Executive Council Member	Date
<u>Tina Garcia</u> TINA GARCIA (P.O. BOX 189, WARNER SPRINGS, CA 92086)	10/22/2024
Tina Garcia, Executive Council Member	Date

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EXHIBIT I

Tribal Resolution Establishing Building Standards For The Barstow Trust Lands



**LOS COYOTES BAND
OF CAHUILLA AND CUPENO INDIANS**
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BUILDING STANDARDS FOR THE BARSTOW TRUST LANDS Resolution #2024-23

WHEREAS, the Los Coyotes Band of Cahuilla and Cupeño Indians (“Tribe”) is a federally recognized and acknowledged Indian Tribe with the inherent sovereignty to make its own laws; and

WHEREAS, the Tribe is governed by its customs and traditions, some of which are memorialized in Resolutions to carry out the sovereign rights of the people to self-government; and

WHEREAS, according to the Tribe’s customs and traditions, the General Council possesses plenary legislative authority, and by earlier Resolution the General Council authorized the Tribe’s request to the Department of the Interior that it take land in trust in Barstow for development of a tribal gaming facility (Res. No. 101412-2 (fee-to-trust acquisition)) to provide employment and to increase economic development opportunities and generate revenue to fund tribal government, services, and programs; and

WHEREAS, the Executive Council has authority to implement the General Council’s Resolution authorizing the Tribe’s request to take land in trust in Barstow and develop a gaming facility there;

WHEREAS, the Tribe has the inherent duty and responsibility to maintain the health, safety and welfare of the members living on and off the Reservation; and

WHEREAS, the Tribe wishes to establish tribal building standards to ensure the safe development of its planned development on trust land in Barstow;

WHEREAS, the California Building Standards Commission (“Commission”) published California Building Standards Code on July 1, 2022 and established January 1, 2023 as the effective date of the most recent edition of the California Building Standards Code;

THEREFORE, BE IT RESOLVED that the Tribe adopts the following building standards to govern all development on lands held in trust for the Tribe and located within the city limits of Barstow, California:

CHAPTER I: General Provisions.

These standards shall be known as the “Building Standards for the Barstow Trust Lands.”

CHAPTER II: Building Standards.

Sec. 1. Applicable California Codes.

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The Tribe adopts and makes part of this Chapter, by reference, the following California Building Standards Codes (California Code of Regulations, Title 24):

1. 2022 California Building Code, Title 24 Part 2 of California Code of Regulations, Chapter 1, Division II through Chapter 35 and Appendices C, F, H, I, J and O;
2. 2022 California Residential Code, Title 24 Part 2.5 of California Code of Regulations, Chapter 1, Division II through Chapter 10, Chapter 44 and Appendix AH, AJ, AQ and AS;
3. 2022 California Electrical Code, Title 24 Part 3 of California Code of Regulations, Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, I and J;
4. 2022 California Mechanical Code, Title 24 Part 4 of California Code of Regulations, Chapter 1, Division II through Chapter 17 and Appendices B, C and D;
5. 2022 California Plumbing Code, Title 24 Part 5 of California Code of Regulations, Chapter 1, Division II through Chapter 17 and Appendices A, B, D, H, I and J;
6. 2022 California Fire Code, Title 24 Part 9.

Sec. 2. California Codes Adopted.

- a. Each Code listed in Section 1 is incorporated herein by reference as though set forth in full and the standards, provisions, and conditions therein shall be observed and followed in the regulation and control of design, construction, quality, materials, use, occupancy, location and maintenance of all buildings, structures, and certain equipment regulated by this Chapter and located on the Tribe's trust lands in Barstow.
- b. The Tribe further adopts any future amendments or revisions to the above-enumerated California Building Standards Codes, and such amendments or revisions shall be considered automatically incorporated herein.

CHAPTER III: Severability; Effective Date.

- a. *Severability.* In the event that any provision or part of these Building Standards are found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these Standards shall not in any way be impaired or affected thereby and shall remain in full force and effect.
- b. *Effective Date.* These Building Standards shall take effect upon their adoption by the Executive Council.

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CERTIFICATION

As the Los Coyotes Band of Cahuilla and Cupeño Indians General Council, we do hereby certify that an Executive Council Meeting was duly called, noticed, and convened on October 21, 2024, at which time a quorum was present, this resolution was duly adopted by a vote of 4-Yes, 0-No, 1-Abstain.

<u>Ray Chapparosa</u> Ray Chapparosa, Executive Council Chairman	10/21/2024
Ray Chapparosa, Executive Council Chairman	Date
<u>PC</u> Ponciano Castellano, Executive Council Vice-Chairman	10/21/2024
Ponciano Castellano, Executive Council Vice-Chairman	Date
Alvina Fletcher, Executive Council Member	Date
<u>Janet Dillman</u> Janet Dillman, Executive Council Member	10/21/2024
Janet Dillman, Executive Council Member	Date
<u>Jacob Norte</u> Jacob Norte, Executive Council Member	10/21/2024
Jacob Norte, Executive Council Member	Date
<u>Dominique Chapparosa-Avila</u> Dominique Chapparosa-Avila, Executive Council Member	10/21/2024
Dominique Chapparosa-Avila, Executive Council Member	Date
<u>Tina Garcia</u> Tina Garcia, Executive Council Member	10/22/2024
Tina Garcia, Executive Council Member	Date

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EXHIBIT J

Tribal Resolution Establishing Environmental Review Standards For The Barstow Trust Lands



**LOS COYOTES BAND
OF CAHUILLA AND CUPENO INDIANS**
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ENVIRONMENTAL REVIEW STANDARDS FOR THE BARSTOW TRUST LANDS

Resolution #2024-24

WHEREAS, the Los Coyotes Band of Cahuilla and Cupeno Indians ("Tribe") is a federally recognized and acknowledged Indian Tribe with the inherent sovereignty to make its own laws; and

WHEREAS, the Tribe is governed by its customs and traditions, some of which are memorialized in Resolutions to carry out the sovereign rights of the people to self-government; and

WHEREAS, according to the Tribe's customs and traditions, the General Council possesses plenary legislative authority, and by earlier Resolution the General Council authorized the Tribe's request to the Department of the Interior to take land in trust in Barstow for the development of a gaming facility (Res. No. 101412-2 (fee-to-trust acquisition)) to provide employment and to increase economic development opportunities and generate revenue to fund tribal government, services, and programs; and

WHEREAS, the Executive Council has authority to implement the General Council's Resolution authorizing the Tribe's request to take land in trust in Barstow and develop a gaming facility there;

WHEREAS, the Tribe has the inherent duty and responsibility to maintain the health, safety and welfare of the members living on and off the Reservation; and

WHEREAS, the Tribe wishes to establish tribal environmental review standards to ensure that environmental impacts are considered in advance of development on trust land in Barstow;

THEREFORE, BE IT RESOLVED that the Tribe adopts the following environmental review standards to govern all development on trust lands located within the city limits of Barstow, California:

CHAPTER I: General Provisions

Section 1. Title.

These standards shall be known as the "Environmental Review Standards for the Barstow Trust Lands."

Section 2. Purpose.

The intent and purpose of these standards is to provide for review of potential environmental impacts of tribal projects to be developed on trust land within the city limits of Barstow that have

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not otherwise already been reviewed by the federal government under the National Environmental Policy Act (NEPA). These standards provide for the preparation and circulation to the public of detailed environmental reports, including identification of mitigation measures where appropriate, consistent with the general requirements of NEPA.

Section 3. Definitions

- a. For the purpose of these standards, words, phrases, and terms shall be deemed to have the meanings ascribed to them in the following subsections. When not inconsistent with the context, words used in the present tense include the future; words in the singular number include the plural; and those in the plural number include the singular. "Shall" is mandatory and "may" is permissive.
- b. Specific definitions.
 1. *Building* means any structure having a roof and walls built and maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind.
 2. *Construction* means the process of designing and assembling materials to construct any Building or Structure.
 3. *Environmental Review Process* means the process for conducting tribal environmental review to assess whether a proposed development or Project as defined herein will have a Significant Effect on the Environment as defined herein.
 4. *Environmental Reviewer* means an official from the Tribe's environmental department or other individual designated by the Tribe with responsibility for the Environmental Review Process under this Ordinance.
 5. *NEPA* means the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., as amended.
 6. *Notice of Availability* means the written notification announcing the completion of a draft or final Tribal Environmental Assessment or Tribal Environmental Impact Statement, as defined in Chapter II.

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**LOS COYOTES BAND
OF CAHUILLA AND CUPENO INDIANS**
P.O. BOX 189
WARNER SPRINGS, CA 92086
(760) 782-0711 PHONE
(760) 782-2701 FAX



7. *Project* means any development activity directly related to proposed Building or Construction on the Barstow trust lands that may cause a Significant Effect on the Environment.
8. *Public* means any person or entity with the potential to be significantly affected by a Project, including the City of Barstow.
9. *Significant Effect(s) on the Environment* means a substantial, adverse change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas and objects of historic, cultural or aesthetic significance.

CHAPTER II: Environmental Review Procedures

Section 1. General Provisions.

- a. *Purpose of Environmental Review.* The purpose of this Chapter is to ensure that prior to approval of any Project on the Barstow trust lands, the Tribe follows a process that:
 1. Identifies and evaluates Significant Effects on the Environment of a proposed Project;
 2. Ensures that the Public is informed of and has reasonable opportunity to comment on any Significant Effects on the Environment of a proposed Project;
 3. Ensures that the Tribe responds to any such anticipated effects and addresses concerns raised by the Public to develop reasonable and appropriate mitigation measures before the Tribe approves construction of a Project;
 4. Unless exempt under this Chapter, the Tribe shall not allow the commencement of construction of any Project until the Environmental Review Process pursuant to these Standards is completed. Any approvals of construction provided without compliance with these Standards shall be considered null and void.
- b. *Threshold Determinations.*
 1. If the Environmental Reviewer determines that a Project would not result in any significant change in land use or any physical disturbance to the environment, and therefore does not have the potential to impose a SignificantForms can be faxed, emailed, or mailed to the Administration Office.
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Effect on the Environment, the Project is exempt from the Environmental Review Process.

2. A Project that already has been studied in an Environmental Review statement prepared not more than 24 months earlier for a substantially identical use, as determined and documented by the Environmental Reviewer, shall be exempt from the Environmental Review Process.

3. If the Project is subject to federal environmental review under NEPA, the Tribe shall not commence construction of the Project until the federal agency responsible for the proposed action has completed the NEPA review and issued a final determination pursuant to federal law. The Tribe may rely on such completed federal environmental review in lieu of conducting the Environmental Review Process under this Chapter.

Section 2. Environmental Review Process.

a. *Tribal Environmental Assessment or Tribal Environmental Impact Statement.* Unless an exemption applies, before approval for construction of any Project, the Tribe shall cause to be prepared a comprehensive and adequate Tribal Environmental Assessment ("TEA") or Tribal Environmental Impact Statement ("TEIS"), analyzing the potentially significant effects of the Project on the environment and considering whether any reasonable actions may be taken to mitigate such effects; provided, however, that information or data relevant to the TEA or TEIS that is a matter of public record or is generally available to the public need not be repeated in its entirety in the TEA or TEIS, but shall be briefly described and its relationship to the TEA or TEIS indicated, in which case it may be specifically cited as the source for conclusions stated therein. Such information or data shall be reasonably available for inspection either electronically or at a public place or building.

1. *Contents of a TEA.* The TEA shall provide sufficient information about potential environmental impacts of the proposed Project and include a detailed statement setting forth each of the following:

A. A description of the physical background environmental conditions for the proposed Project as they exist at the time of the commencement of the TEA;

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B. A reasoned determination of either (A) a Finding No Significant Effect on the Environment, in which case no further assessment is required, or (B) a Finding of Likely Significant Effect(s) on the Environment of the proposed Project, in which case it must include a statement identifying:

- i. Any likely Significant Effect on the Environment that cannot be avoided if the Project is undertaken;
- ii. Any mitigation measures proposed or recommended to minimize or eliminate potential impacts of the Project on the environment;
- iii. Any mitigation measures required to reduce the impact of any identified Significant Effect(s) on the Environment to a less than significant level.

2. *Contents of TEIS.* If the TEA results in a determination of likely Significant Effect(s) on the Environment that cannot be avoided or mitigated to a less than significant level, or if the Environmental Reviewer independently determines the proposed Project will likely result in Significant Effect(s) on the Environment, the Tribe shall cause to be prepared a TEIS analyzing the potentially Significant Effect(s) on the Environment that may result from the Project and list ways in which the Significant Effect(s) on the Environment might be minimized, and shall include a detailed statement setting forth the following:

- A. A description of the physical background environmental conditions for the proposed Project as they exist at the time of the commencement of the TEIS;
- B. All Significant Effect(s) on the Environment of the proposed Project, both direct, indirect, and cumulative;
- C. Any Significant Effect on the Environment that cannot be avoided if the Project is undertaken;
- D. Any mitigation measures proposed, recommended, or required to lessen, reduce the impact of, or eliminate any identified Significant Effect(s) on the Environment.

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b. Public Notice and Comment.

1. Within no less than thirty (30) days following completion of the draft TFA or TEIS, the Tribe shall make available a Notice of Availability and a copy of the draft TFA or TEIS in a manner as may be reasonably expected to provide notice of such availability to the Public, including posting at a location on the Barstow trust lands, on the Tribe's website, and in a paper of general circulation that serves the City of Barstow. The Tribe also will provide the Notice and copies of the draft TFA or TEIS directly to the Barstow City Manager.

2. The Notice shall include the following:

- A. A brief description of the Project;
- B. The proposed location of the Project;
- C. An address (including website) where copies of the TFA or TEIS are available; and
- D. Notice of a period of at least thirty (30) days during which the Tribe will receive comments on the draft TFA or TEIS.

3. Upon closure of the comment period, the Environmental Reviewer shall:

- A. Consider all comments received from the Public, and shall provide a response to all relevant and substantive Public comments within thirty (30) days of closure of the comment period, and make such responses available to the Public; and
- B. Consult and coordinate with the City of Barstow to review and discuss any potentially Significant Effects on the Environment and reasonable mitigation measures to lessen, reduce the impact of, or eliminate any identified Significant Effect(s) on the Environment.

c. Final Environmental Review Document. Upon conclusion of the foregoing process, the Tribe shall cause to be prepared a final TFA or TEIS, which includes a summary of the comments received and responses to comments received on the draft TFA or TEIS, as well as any reasonable mitigation measures. The Final TFA or TEIS shall be available to the Public at a place designated by the Tribe, including posting on the Tribe's website, and notice shall be published in paper of general circulation that serves the City of

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Barstow. The Tribe also will provide a copy of the final TEA or TEIS to the Barstow City Manager.

- d. The Tribe shall not initiate any Project until at least 30 days after it has made the final TEA or TEIS available to the Public and provided the City with a copy.

CHAPTER III: Severability, Effective Date

- a. Severability. In the event any provision or part of this Resolution is found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Resolution shall not in any way be impaired or affected thereby and shall remain in full force and effect.
- b. Effective Date. This Resolution shall take effect upon its adoption by the Executive Council.

CERTIFICATION

As the Los Coyotes Band of Cahuilla and Cupeño Indians General Council, we do hereby certify that an Executive Council Meeting was duly called, noticed, and convened on October 21, 2024, at which time a quorum was present, this resolution was duly adopted by a vote of 4-Yes, 0-No, 1-Abstain.

<u>Ray Chapparosa</u> (Signature of Ray Chapparosa)	10/22/2024
Ray Chapparosa, Executive Council Chairman	Date
<u>PC</u> (Signature of Ponciano Castellano)	10/22/2024
Ponciano Castellano, Executive Council Vice-Chairman	Date
Alvina Fletcher, Executive Council Member	Date
<u>[Signature]</u> (Signature of Janet Dillman)	10/22/2024
Janet Dillman, Executive Council Member	Date
<u>[Signature]</u> (Signature of Jacob Norte)	10/23/2024
Jacob Norte, Executive Council Member	Date
<u>[Signature]</u> (Signature of Dominique Chapparosa-Avila)	10/22/2024
Dominique Chapparosa-Avila, Executive Council Member	Date
<u>[Signature]</u> (Signature of Tina Garcia)	10/22/2024
Tina Garcia, Executive Council Member	Date

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Email Address: Administration@loscoyotesband.org

October 24, 2024

Mr. Andrew L. Jared
Colantuono, Highsmith & Whatley, PC
790 E. Colorado, Suite 850
Pasadena, CA 91101

Dear Andrew,

Enclosed herewith is a copy of the Restated Municipal Services Agreement (Agreement) that has been executed by Chairman Ray Chapparosa on behalf of the Los Coyotes Band of Cahuilla and Cupeño Indians. This version of the Agreement also includes the final, executed Tribal Resolutions establishing Zoning, Building, and Environmental Protection standards that will be applicable to the Barstow Trust Lands, which have been incorporated in the Agreement respectively at Exhibits H, I and J. As confirmed in the Agreement, the Tribe's plan has been, and continues to be, to build "Alternative B" as described in the Final EIS (and indeed the Final EIS identifies Alternative B as the "Proposed Project" as well as the "Preferred Alternative").

The Tribe appreciates and greatly values its relationship with the City, and appreciates the City's significant efforts to help us work to finalize the Agreement. We believe submission of the Agreement is the last thing needed to allow the Department of the Interior to take action on the Tribe's request that a "two-part determination" (a determination that the proposed project is in the best interest of the Tribe, and not detrimental to the surrounding community) be sent to Governor Gavin Newsom for his concurrence.

As we all know, time is of the essence, so the Tribe very much appreciates the City taking final action on the Restated Municipal Services Agreement as quickly as is possible.

Sincerely,



V. Heather Sibbison

cc: The Hon. Ray Chapparosa, Chairman

RESTATED MUNICIPAL SERVICES AGREEMENT

This Restated Municipal Services Agreement (“Agreement”) is made this ___ day of October 2024, by and between the City of Barstow (“City”) and the Los Coyotes Band of Cahuilla and Cupeño Indians (“Tribe”), and is founded upon the following Recitals:

RECITALS

WHEREAS, by an act of January 4, 1975, Congress enacted the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5301, *et seq.*;

WHEREAS, pursuant to the Indian Reorganization Act of 1934, 25 U.S.C. § 5101 *et seq.*, Congress has authorized the United States Secretary of the Interior to acquire land in trust for the Tribe in order for the Tribe to achieve economic self-sufficiency;

WHEREAS, on October 10, 2004, and August 12, 2006, the Tribe and the City previously entered into a Municipal Services Agreement (Initial MSA) and a First Amended Municipal Services Agreement (First Amended MSA) to address similar issues associated with a now-expired Tribal-State Compact. On October 5, 2020, the Tribe and the City entered into a Second Amendment to the Municipal Services Agreement (MSA) that further amended certain provisions of the First Amended MSA. The Initial MSA, the First Amended MSA, and the Second Amendment to the MSA are outdated and require revision to address changes in the law surrounding Indian Gaming on Trust Land. This Agreement shall supersede the Initial MSA, the First Amended MSA, and the Second Amendment to the MSA;

WHEREAS, the Tribe and the City wish to continue their long-standing, continuing, inter-governmental relationship in which they have worked cooperatively for their mutual benefit;

WHEREAS the Tribe and the City have again renewed and confirmed their relationship through this Agreement;

WHEREAS, the Tribe has filed with the Department of Interior, Bureau of Indian Affairs a fee-to-trust application and request for two-part determination pursuant to and in accordance with the provisions of Section 5 of the IRA, 25 U.S.C. § 5108, Section 20(b)(1)(A) of the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. § 2719(b)(1)(A), and the National Environmental Policy Act (“NEPA”), 42 U.S.C. §§ 4321, *et seq.*, requesting that the United States accept trust title (“fee-to-trust application”) to a parcel of land in the City (“Trust Lands” as defined below) pursuant to IRA Section 5, and that the Secretary issue a two-part determination that the Tribe’s proposed trust acquisition and gaming development (“Casino Resort” as further described in Exhibit B) is in the best interest of the Tribe and not detrimental to the surrounding community pursuant to IGRA Section 20(b)(1)(A);

WHEREAS, the City supports the Tribe's fee-to-trust application because it anticipates that the Tribe's proposed development of the property will benefit the surrounding community, and as presented and mitigated will not be detrimental to the surrounding community;

WHEREAS, the Tribe appreciates and values the City's support for the Tribe's application and request to Interior, and wishes to enter into this Agreement with the City to memorialize the cooperation between the Tribe and the City;

WHEREAS, the Tribe wishes to receive services from the City on the Trust Lands ("City Services") and to provide payment to the City for those services;

WHEREAS, the City is capable of providing, and willing to provide, a full range of municipal services for uses of the Tribe's Trust Lands; and

WHEREAS, the terms and conditions of this Agreement evidence the goodwill and cooperation of the Tribe and the City in continuing their mutually respectful government-to-government relationship that will serve their mutual interests.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Land to be Taken into Trust.

A. The Tribe has requested that the United States take into trust for its benefit land approximately 23.1 acres in size as identified in Exhibit A appended hereto ("Trust Lands"). The Tribe confirms that it has enacted a tribal law that provides that the Tribe's commercial use and development of the Trust Lands will exclusively include: (a) the development and operation of a Casino Resort, which will offer Class III and/or Class II gaming, as defined in IGRA, and other facilities (together "Casino Resort" as defined in Exhibit B), in conformity with the requirements of IGRA, the requirements of all other applicable state and federal laws, and consistent with the commitments it has made in this Agreement; and (b) other gaming-related uses as described in Exhibit B, so long as such related uses are intended primarily to facilitate the operation of the Casino Resort. The services described herein address the potential and identified impacts of the Casino Resort, described as Alternative B in section 2.2.2 of the Final Environmental Impact Statement ("Final EIS") available at https://barstoweis.com/documents/final_eis-teir/report.htm. The tribal law also confirms the Tribe's commitment that it will not undertake additional development on the Trust Lands without amending this Agreement to address potential impacts.

B. Notwithstanding the forgoing, the City understands that at its discretion the Tribe may use some of the physical space within Casino Resort for non-commercial tribal governmental functions. Non-exclusive examples include use of meeting space for tribal member meetings or tribal cultural events, and use of office and administrative space for the provision of governmental service such as a health care clinic or educational services. The Tribe agrees that no change of the

commercial use of Tribal Trust Lands will occur unless the City is consulted to adjust impacts on the City. Any impacts on the City shall be addressed through an amendment to this Agreement.

Section 2. Tribal Building Standards for Barstow Trust Lands.

A. The Tribe has adopted a tribal law, embodied in a Resolution entitled, “Building Standards for the Barstow Trust Lands” (Exhibit I), that establishes building standards that are consistent with the California Building Codes and are applicable to all tribal development projects occurring on the Trust Lands. The Tribe shall continue to maintain building standards no less stringent than the California Building Codes. Prior to the use of any structure constructed on the Trust Lands, the Tribe shall provide the City, at the Tribe’s expense, written certification from the project’s architect of record that said structures have been constructed in accordance with said standards.

B. The Tribe agrees to contract with the City to provide planning, building and safety, fire prevention, and public works personnel to review any and all construction plans and inspect construction of all improvements on the Trust Lands within Barstow to ensure consistency with the Tribe’s adopted Building Standards for the Barstow Trust Lands on behalf of the Tribe. The City shall, to the extent consistent with State law, keep such construction plans confidential in light of the interest of the Parties in maintaining the security of the Casino Resort.

Section 3. Environmental Review.

A. The Bureau of Indian Affairs has conducted an extensive review of the Tribe’s Casino Resort project to determine its impact on the environment. That review was prepared pursuant to the National Environmental Policy Act (“NEPA”) after extensive public consultation. The result of that review is embodied in a publicly-available Final Environmental Impact Statement (“Final EIS”), which is available to the public at https://barstoweis.com/documents/final_eis-teir/report.htm. This Agreement is intended to address the impacts identified in the Final EIS, and is updated to address policy changes in federal law and refinement of obligations to address potential impacts to the City. The Final EIS contains mitigation measures that address environmental impacts of the proposed Casino Resort project, which this Agreement in part implements. The Parties understand that if the Tribe petitions the federal government to take more land in trust in Barstow for any purpose of future development (“Additional Tribal Trust Lands”), a new environmental analysis under NEPA will be required.

B. As of the date of this Agreement, there are no planned tribal development projects anywhere in Barstow except the Casino Resort project on the Trust Lands. Nevertheless, the Tribe has adopted a tribal law, embodied in a Resolution entitled, “Environmental Review Standards for the Barstow Trust Lands” (Exhibit J), providing for the preparation, circulation, and consideration by the City and the public, of detailed environmental analyses concerning the potential environmental impacts of any future tribal development projects that have not already been generally reviewed in the Final EIS identified in Paragraph A of this Section or otherwise reviewed

under any other federally prepared NEPA analysis. (The parties acknowledge that the California Environmental Quality Act (“CEQA”) does not apply to the sovereign Trust Lands.) The Tribe’s Environmental Review Standards are and will remain consistent with the policies and purposes of NEPA. The Tribe agrees that:

1. All environmental analyses conducted pursuant to the Tribe’s Environmental Review Standards shall be provided to the City not less than 30 days prior to the commencement of any development.
2. The Tribe will consult and cooperate with the City to review and discuss potentially significant impacts and reasonable and appropriate mitigation measures specific to tribal development projects, and shall act in compliance with the Tribe’s Environmental Review Standards in a manner consistent with the policies and purposes of NEPA to mitigate impacts stemming from tribal development on Trust Lands.

C. The Parties understand and agree that the Tribe may in the future undertake other development projects on non-trust land, in which case CEQA shall apply. Such projects will also be subject to applicable provisions of the Barstow Municipal Code.

Section 4. Police and Fire Personnel and Services.

The Parties recognize and agree that the Casino Resort to be developed and operated on the Trust Lands by the Tribe will necessitate an increased presence of police and fire personnel. The Parties agree that certain impacts on the City’s police and fire services will result from the development of the Casino Resort necessitating the need for additional police and fire service personnel and equipment. The Parties agree that the level of service described herein and in Exhibits F (Police) and G (Fire) is necessary to address such unmet need. Unless and until the Tribe develops its own tribal police and/or fire services to address the needs identified herein and in Exhibits F and G, the City shall provide police and fire services as described and agreed to herein. In the event that the Tribe develops its own tribal police and/or fire services, the Parties agree to negotiate and cooperate in the phase-in and transition of such services, and negotiate regarding sale of apparatus described herein.

A. Fire and Police Services

1. The City agrees to provide 24-hour police and fire suppression personnel and services to the Tribe at the same levels as provided to the City and its residents, except as provided herein and in Exhibits F (Police) and G (Fire) appended hereto. The City shall be compensated for providing such services consistent with Exhibits F and G.
2. Consistent with federal law, police services shall include the authority to enforce any and all applicable state criminal laws on Trust Lands, which shall include,

but not be limited to, 24-hour patrol services and response to emergency 911 calls, and general investigations for major crimes as the Barstow Police Department deems necessary.

3. When practical, the Police Department will attempt to notify the Tribe's designated public safety or security director and shall coordinate and cooperate with designated casino security force personnel, if any, except when, in the judgment of the law enforcement officers involved, their safety, the safety of the public, or the integrity of an investigation or enforcement action, would be compromised by doing so.

4. Whenever the Tribe schedules a Special Event (defined in Exhibit F) on the Trust Lands which is anticipated to require law enforcement personnel above the level of staffing called for in this Agreement, the Parties will negotiate appropriate additional reasonable compensation to the City to cover the additional costs incurred by the City as a result of the Special Event, consistent with Exhibits F and G.

5. All persons employed in the performance of law enforcement and fire service-related functions pursuant to this Agreement shall be employees or contractors of the City, other public safety agencies having primary jurisdiction within the City, or agencies which have mutual aid agreements with the City when responding to a request for services under this Agreement.

6. The Tribe shall contract directly with the County of San Bernardino for prosecutorial and defense services (District Attorney/Public Defender), and costs for such services shall be paid by the Tribe directly to the County. The Tribe has agreed that it will not commence gaming operations at the Casino Resort on the Trust Lands until resolution and agreement concerning the provision of prosecutorial and defense services.

B. Fire and Police Structures.

1. Within 180 days of the Trust Lands being placed into trust by the Department of the Interior, in order to allow construction of a fire and police facility nearby the Casino Resort by the time of commencement of operations at the Casino Resort on Trust Lands, the Tribe shall dedicate or arrange for the dedication to the City two acres of non-federal land that is owned or under the control of the Tribe or its development partner and is near the Casino Resort -- for fire and police station use -- on which the City will construct new fire and police stations when, and if, deemed necessary by the City in its sole discretion. The configuration and location of the donated site must be approved by the City.

2. Within one year of the Trust Lands being placed into trust by the Department of the Interior, the Tribe shall pay the City a sum of \$7,000,000.00 for the initial construction costs associated with the fire and police facility. Such money shall be

held in trust by the City until such time a cost is determined for such facility after design and bidding. In the event that construction, design, and staff costs associated with construction exceed such sum, the City shall advise the Tribe of the cost difference, and the Tribe shall remit such sum to the City prior to commencement of gaming operations at the Casino Resort. In the event that construction, design, and staff costs associated with construction are less than such sum, or such facility is not constructed, the City shall return the remainder amount to the Tribe. In the event that another tribe constructs a gaming development like the Casino Resort within the City of Barstow within five years from time of commencement of gaming operations, City shall seek reimbursement from that tribe for such fire and police facility on a proportional basis.

Section 5. Roads and Traffic Circulation.

The Bureau of Indian Affairs has conducted a traffic impact analysis, consistent with San Bernardino Associated Governments Congestion Management Program requirements, as part of its comprehensive review of potential project impacts in the Final EIS (see Section 3). As provided in the Final EIS, Chapter 5.7, the Tribe agrees to work with the City to implement recommended traffic mitigation measures and to complete or fund those mitigation measures identified in the Final EIS, and agrees to pay all required traffic mitigation fees consistent with the City's fee programs and ordinances and pay for all road improvements that are reasonable and necessary. The Tribe further agrees that, if an increase in traffic is caused by the Tribe's undertaking of other development projects on Trust Lands and additional road improvements or expansions are required, the Tribe shall grant suitable rights-of-way to the City in order to accommodate the necessary road improvements or expansions and make the necessary improvements.

Section 6. Sewer Service.

The Tribe will construct sewage disposal improvements on the Trust Lands with connection to the City's existing sewer collection system in the City at the property line of the Trust Lands. The Tribe agrees to pay sewer connection fees and monthly sewer service charges, obtain required easements for sewer infrastructure if needed, construct to City sewer infrastructure standards, and pay all costs of constructing sewer infrastructure (even if located outside the Trust Lands) necessary to connect the Casino Resort to existing sewer services. The Tribe agrees that no use shall occur on the Trust Lands (before or after the land has been put in trust) until sewer service is completed and inspected pursuant to Sections 2, 3, and 7 of this Agreement. Any approvals by the City required to implement this Section shall not be unreasonably withheld, and the standards referred to in this Section shall be substantially identical to those applied by the City to other similar users.

Section 7. Utilities.

The Tribe shall obtain water and electricity for the Trust Lands as follows:

- A. Water from the Golden State Water Company.

B. Electricity from either the Southern California Edison Company or through purchase on the open market. Solar power may be produced on site.

Section 8. Solid Waste Disposal.

The Tribe wishes to utilize the City's franchised solid waste disposal company for all solid waste and recycled materials generated by tribal development projects and agrees to pay the same rates and fees associated with such use normally paid by commercial accounts within the City.

Section 9. Tribal Employment Preference.

The Tribe intends to implement a tribal employment preference policy to prioritize employment for its members. Subject to tribal employment preferences and applicable law, the Tribe shall provide qualified City residents hiring preference at the Tribe's Casino Resort facilities. The Tribe shall offer training programs to assist City residents in becoming qualified for positions at the Casino Resort to the extent permitted by applicable law.

Section 10. Alcohol Service and Sales.

Consistent with applicable federal law, all alcohol beverage service shall be subject to State liquor laws on the Trust Lands. To the degree any cooperation is required by the City, such cooperation shall not be unreasonably withheld.

Section 11. Prohibited Activities.

The Tribe has adopted a tribal law, embodied in a Tribal Resolution entitled, "Zoning Standards for the Barstow Trust Lands" (Exhibit H), that prohibits the conduct of certain activities at any time on the Trust Lands, and provides an enforcement structure to assure enforcement of its prohibitions. Prohibited activities include:

- A. Nude entertainment, nude dancing, or venues containing nudity, sexually oriented businesses, or adult entertainment businesses.
- B. Fuel dispensing facilities for motor vehicles.
- C. Use of cannabis and commercial cannabis activity (including sales, cultivation, processing).

Section 12. Problem Gambling Program.

A. To address potential behavioral and psychological issues associated with problem gambling in the Barstow area associated with access to gambling at the Casino Resort, the Tribe shall contract with a non-profit organization located in the state of California that specializes in problem and responsible gambling assistance and preservation services and programs to establish a Problem

Gambling Program consistent with Exhibit E. The Problem Gambling Program shall include local problem gambling diversion, assistance, and counseling programs consistent with Exhibit E.

B. The Tribe shall fund the Problem Gambling Program, and shall ensure that it is established and implemented prior to groundbreaking on the Casino Resort.

C. The Tribal-City Advisory Committee shall review the Problem Gambling Program to ensure at a minimum those activities expressed in Exhibit E are being addressed. The Tribal-City Advisory Committee shall review the Tribal obligations related to problem gambling addressed in any Department of the Interior-approved gaming compact entered into by the Tribe and the state of California to ensure that efforts to address problem gambling at the local level are not duplicated without providing additional local benefit. The Tribal-City Advisory Committee shall at least annually review the efforts of the Problem Gambling Program to reevaluate the effectiveness of the program and whether such efforts under the Problem Gambling Program are still warranted given the efforts addressed through the state compact.

Section 13. Impact Fund

The Tribe and the City acknowledge that, because of the status of the Trust Lands, the City will lose potential tax revenues from the land and transfer of the land as Trust Land. To address costs and impacts that may not already be covered by the fees and reimbursements for services otherwise described and agreed to in this Agreement, the Tribe agrees to create an Impact Fund controlled by the Tribe by setting aside and holding 0.5% annually of net revenue obtained from activities on Trust Lands. The intent of the Impact Fund is to reserve funds available to make the City whole for unanticipated impacts not contemplated in this Agreement. This includes reimbursement for activities associated with the issues enumerated in this Agreement not otherwise funded, including replacement, maintenance, and refurbishment of equipment and facilities to further address impacts. This also include impacts not otherwise previously identified at the time of this Agreement that the City and Tribe agree are reasonably related to the Casino Resort. The City shall not be entitled to such amounts unless such impacts are adequately and reasonably documented by the City and presented for determination by the Parties. The Tribal-City Advisory Committee shall review requests for use of the Impact Fund for true-up of actual impacts, payment of latter identified impacts, and adjustment for unanticipated needs. Determination of release of monies from the Impact Fund shall be at the sole discretion of the Tribe's Executive Council, after consulting with the Advisory Committee.

Section 14. Dispute Resolution.

The Parties recognize that a mutually binding and judicially enforceable method of resolving potential disputes that may arise under this Agreement is desirable and beneficial and agree to the following:

A. Meet and Confer Process. In the event the City or the Tribe believes that the other has committed a possible violation of this Agreement, it 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 problem within 10 business days of the date of service of said request, provided that if the complaining Party believes that the problem identified creates a threat to public health or safety, the complaining Party may proceed directly to judicial action as provided in Subsection F below.

B. Notice of Disagreement. If a Party is unsatisfied with the results of the meet and confer process, within 10 business days of the date on which the Parties first met, such Party may provide written notice to the other identifying and describing any alleged violation of this Agreement (“Notice of Disagreement”), with particularity, if available, and setting forth the action required to remedy the alleged violation.

C. Response to Notice of Disagreement. Within 10 business days of receipt of service of a Notice of Disagreement, the recipient Party shall provide a written response admitting the allegation(s) set forth in the Notice of Disagreement and, if the truth of the allegations are admitted, setting forth in detail the steps it has taken and/or shall take to cure the violations (Offer to Cure), or denying the allegations of violation (Denial of Violations). The failure of the recipient Party to serve a timely response shall entitle the complaining Party to proceed directly to arbitration, as provided in Subsection E below.

D. Response to Offers to Cure/Denial of Violation.

1. Offer to Cure: Within 10 business days of receiving the recipient Party’s Offer to Cure, the unsatisfied Party shall in writing inform the recipient Party either that the unsatisfied Party accepts the Offer to Cure or that it has chosen to invoke the Binding Arbitration Procedures identified in Subsection E below; or
2. Denial of Violation: Within 10 business days of receiving the recipient Party’s Denial of Violations, the unsatisfied Party shall in writing inform the recipient Party as to whether it accepts the Denial of Violations or whether it has chosen to invoke the Binding Arbitration Procedures identified in Subsection E below.

E. Binding Arbitration Procedures. Subject to prior compliance with the Meet and Confer process set out above in Subsection A, and the Notice and Response process in Subsections B and C, and except as provided in Subsection D, either Party may initiate

binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

1. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.
2. The arbitration shall be held in Barstow, California, unless otherwise mutually agreed to in writing. The arbitrator(s) shall be empowered to grant compensatory, equitable, and declaratory relief.
3. If either Party requests an oral hearing, the arbitrator(s) shall set the matter for hearing. Otherwise, the arbitrator(s) shall decide whether to set the matter for hearing.
4. The arbitrator(s)' decision and award, if any, and the reasons therefore, shall be articulated in writing. The resulting award shall be in writing and give the reasons for the decision. Judgment on any award rendered by the arbitrator(s) may be entered in the Superior Court of California for San Bernardino County. The costs and expenses of the American Arbitration Association and the arbitrator(s) shall be shared equally by and between the Parties unless the arbitrator(s) rule(s) otherwise.

F. Expedited Procedure for Threats to Public Safety. If the City or the Tribe reasonably believes that the other's violation of this Agreement has caused or will cause a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this Section 14, the complaining Party may proceed with litigation consistent with the provision at Section 15 of this Agreement seeking declaratory and injunctive relief to enjoin any such threat.

Section 15. Judicial Review.

The Parties consent to an action for (a) declaratory and injunctive relief pursuant to the provisions of Section 14.F, or (b) enforcement of any award in arbitration pursuant to the provisions of Section 14.E, which actions shall be in the Superior Court of California for San Bernardino County. Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail - Return Receipt Requested to the following:

FOR THE TRIBE:

Chairperson
Los Coyotes Band of Cahuilla and Cupeño Indians
P.O. Box 189
25000 Camino San Ignacio
Warner Springs, CA 92086
Telephone: (760) 786-2701

FOR THE CITY:

City Manager
City of Barstow
220 E. Mountain View Street, Suite A
Barstow, CA 92311
Telephone: (760) 256-3531

Copy to:

V. Heather Sibbison, Esq.
Suzanne R. Schaeffer, Esq.
Dentons US LLP
1900 K Street, N.W.
Washington, D.C. 20006
Telephone: (202)-496-7500

Copy to:

Matthew Summers, Esq.
Andrew Jared, Esq.
City Attorney
Colantuono, Highsmith & Whatley, P.C.
790 E. Colorado Blvd., Suite 850
Pasadena CA 91101
Telephone: (213) 542-5700

Section 16. Limited Waiver of Tribal Sovereign Immunity.

The Tribe has waived its sovereign immunity in favor of the City as to any dispute that arises out of this Agreement pursuant to the terms set forth herein for enforcement. The Tribe's General Council, which has authority to waive the Tribe's sovereign immunity, has provided such a waiver in an executed formal Resolution of Limited Waiver of Sovereign Immunity (Exhibit D). Pursuant to the Tribe's customs and traditions, the Chairman and Executive Council are authorized to carry out the decisions made by the General Council. By approving and executing this Agreement, the Tribe's Chairman and Executive Council have confirmed that the already-provided Limited Waiver of Sovereign Immunity remains in effect and is applicable to this Agreement.

The Tribe recognizes the executed Limited Waiver is a condition for the City's execution of this Agreement and is made a part hereof by incorporation in Exhibit D. The City agrees and recognizes that with respect to the enforcement of an award of money and/or damages, the arbitrator(s) and/or court will have no authority or jurisdiction to order the execution against any assets or revenues of the Tribe except Casino Resort income as defined by Generally Accepted Accounting Principles.

Section 17. Attorneys' Fees.

In the event either party commences an action against the other party which arises out of a default of, breach of, or failure to perform this Agreement or otherwise related to this Agreement, then the Prevailing Party in the action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the Prevailing Party may be entitled.

For the purposes of this Agreement, the term "Action" means any lawsuit; court or administrative proceeding (whether of a legal or equitable nature); arbitration or mediation (whether binding or non-binding), or any other alternative dispute resolution procedure; or the filing, recording, or service of any process, notice, claim, lien, or other instrument which is a prerequisite to commencement of the Action.

For the purposes of this Agreement, the term "Litigation Expenses" means all reasonable costs and expenses incurred by the Prevailing Party directly related to an Action, including, but not

limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys' fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs. For the purposes of this Section, the term "Prevailing Party," shall have the meaning ascribed in Cal. Civ. Proc. Code § 1032(a)(4).

Section 18. Indemnification.

The Tribe agrees to and shall indemnify, defend, protect, and hold harmless the City from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by any act, omission or negligence of the Tribe or its contractors, licensees, invitees, agents, lessees, servants or employees, related to or in connection with any obligations on the Tribe's part to be performed under the terms of this Agreement, or arising from any negligence of the Tribe, or any such claim or any action or proceeding brought thereon or any action or proceeding filed against the City which challenges the City's approval, execution or delivery of this Agreement on the basis of claims related to environmental clearance; and in case any action or proceeding be brought against the City (or the City's Representatives) by reason of any such claim. The Tribe, upon notice from the City, shall have the option to defend the same at the Tribe's expense by counsel reasonably satisfactory to the City. However, in the event that the Tribe does not elect to defend the action or proceeding, the City shall defend the same, at the Tribe's expense, and shall consult with the Tribe during the pendency of the action or proceeding.

Section 19. Tribal-City Advisory Committee.

In matters other than issues appropriately arising under the Dispute Resolution provisions of Section 14 of this Agreement, the City and the Tribe agree to establish a permanent committee to be known as the Tribal-City Advisory Committee, consisting of nine (9) members. The Committee may meet to discuss any matter within the scope of this Agreement including questions related to implementation, and proposals for amendment of this Agreement. The Committee will be constituted and have had its initial meeting within thirty (30) days of the Trust Lands being placed into trust by the Department of the Interior.

A. Composition of Committee. The Committee shall be composed of a total of nine members as follows: two members of the City of Barstow City Council or designees, the City Manager or his/her representative, one member selected by the City Manager, four representatives of the Tribe, and a member who shall be selected by the other eight members of the Committee. The two members of the City Council, or designees, shall be appointed by City Council of the City of Barstow. The terms of those council-appointed members shall be appointed for a term of two years concurrent with such appointed Council Member's term of office, or if as an appointing designee shall be for a term concurrent with the council term expiring after the next regular council election. The City Council shall also appoint an alternate member to take the place of any City appointee due to removal, or temporary or long term absence of such seat. The City Council reserves the right to terminate the term of office of any Council Member serving on the Committee.

The term of office of the member at large selected by the eight members of the Committee shall have a term of office for no more than four years, whereafter such seat shall be reappointed by the remaining 8 members.

B. Open Meetings. Committee meetings shall be open to the public, and Committee members may invite staff and associates, as they deem appropriate, to participate. Notice may be provided by any party or Committee member. Meetings may be in person in the Barstow area or via an electronic meeting forum.

C. Meeting Times. The Committee shall meet on a quarterly basis, or more frequently as needed, according to procedures established by the Committee. A meeting may be called by any three members of the Committee. Quorum shall be a majority of the total membership of the Committee as it is then presently constituted.

D. Authority of Committee. The Committee may make recommendations to the Tribe and the City, including amendments to this Agreement, which both Parties shall consider before taking any action on a Committee recommendation.

E. Compensation. Members of the Committee each shall be paid \$200 per meeting, and reasonable expense for travel for attendance at each meeting.

Section 20. Future Development Projects.

The Parties understand and agree that the Tribe may in the future undertake other development projects on the Trust Lands. In order to preserve their good relations and in the best interests of the surrounding community, the Tribe agrees to follow the process and procedures and implement the standards outlined in Sections 2 and 3 of this Agreement before undertaking any construction on Trust Lands.

Section 21. Amendments.

This Agreement may be amended in writing by the Parties. The Parties will meet annually to review this Agreement and the Parties' performance of their obligations under it. To the extent that either Party believes that the Agreement should be amended, the Parties agree to negotiate such amendments in good faith in order to further the objectives of this Agreement.

Section 22. No Third Party Beneficiaries.

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

Section 23. Term.

This Agreement shall become effective upon its execution by the Parties hereto and shall continue during the period of time that business operations are conducted on the Trust Lands, provided that, if the Tribe is informed by the Secretary of the Interior that the United States will not take the land into trust for the purposes of allowing the Tribe to conduct gaming activities thereon then this Agreement shall terminate 30 days after all appeals by the Tribe related to such a decision have been exhausted.

Prior to the termination of Casino Resort operations on the Trust Lands, either Party may request the other Party to enter into good faith negotiations to extend this Agreement or enter into a new Agreement. If the Parties have not agreed to extend the date of this Agreement nor entered into a new Agreement by the termination of Casino Resort operations on the Trust Property, this Agreement will automatically be extended for one additional year, and renewed for additional annual periods at the option of the City until a new agreement to address impacts of the new operations is entered into, provided the Parties agree to submit to binding arbitration for the purposes of securing a new agreement.

Section 24. General Provisions.

A. **Condition of Agreement.** The Tribe agrees that its Casino Resort manager and developer must act in accordance with IGRA and the rules and regulations of the National Indian Gaming Commission, obtaining all required regulatory approvals.

B. **Completion Date.** The Tribe shall use its best efforts to complete and open the Casino Resort within 24 months following the obtaining of all necessary permits, licenses and approvals prerequisite to the commencement of construction from all federal, state and local authorities.

C. **Tribal Requirements.** The Tribe shall be responsible for the following at the Trust Lands:

1. Assurance that its contract partners, including all developers and gaming managers, have the capacity to complete and operate all development projects;
2. Maintenance of property and all development projects;
3. Management of all development projects; and
4. Transfer to the City of such easements and other interests in real property as are necessary for the provision of municipal services to the Trust Lands by the City and other local government service providers.

Section 25. Approval by the Department of the Interior.

The parties will submit this Agreement to the Department of the Interior for either (a) approval pursuant to 25 U.S.C. § 81, or (b) a written response from the Department of the Interior that this Agreement does not require approval under 25 U.S.C. § 81 to be enforceable.

Section 26. Merger.

This Agreement is the entire agreement between the Parties and supersedes all previous agreements between the Tribe and the City, and all such previous agreements are void. This Agreement may only be amended in writing with the approval of the Tribe's Executive Council and the Barstow City Council.

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

LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS

Ray Chapparosa
Ray Chapparosa (Oct 21, 2024 15:28 PDT)

By: Ray Chapparosa
Chairman

October 21, 2024

CITY OF BARSTOW

By: Paul Anthony Courtney
Mayor

October ____, 2024

APPROVED AS TO FORM:

By: _____
Matthew Summers
City Attorney

By: _____
City Clerk
Secretary

EXHIBIT A

Trust Lands

That real property located in the City of Barstow, County of San Bernardino, State of California, comprising approximately 23.1 acres, which has the following legal description:

Parcels 2 through 4 of Parcel Map No. 14373, as per map recorded in Book 170, Pages 5 and 6, of Parcel Maps, San Bernardino County Recorder, and currently identified as Assessor's Parcels Number 0428-171-66, 0428-171-67 and 0428-171-68, as shown on Exhibit A-1 attached hereto and as shown on Exhibit D of the State Gaming Compact.

EXHIBIT B

Casino Resort

The provisions of this Agreement shall require the Tribe to develop a first-class high-quality resort including a hotel, restaurant(s), hospitality services, and Class III and/or Class II gaming, as defined in IGRA, and other amenities as described as Alternative B in section 2.2.2 of the Final Environmental Impact Statement (“Final EIS”) available at https://barstoweis.com/documents/final_eis-teir/report.htm. The number of slot machines, table games and other gaming devices or games shall not exceed the maximum to be allowed under the Tribal-State Gaming Compact between the Tribe and the State of California.

In addition, the following uses may be developed in conjunction with the Casino Resort specifically authorized under this Agreement. All uses shall be supportive uses to the gaming facility and shall include but are not limited to:

1. Hotel/Motel
2. Recreational Vehicle Park
3. Shopping Mall
4. Theater (motion picture or live performances)
5. Themes or Amusement Park
6. Water Park
7. Small-scale Amusement Park, including video arcades and miniature golf
8. Bowling Center
9. Restaurants/Coffee Shops/Snack Bars
10. Night Clubs or Bars (includes live entertainment)
11. Entertainment Venues (stadiums or arenas, including rodeo arenas)

If a use not listed above is proposed, and the City and Tribe cannot agree that the use is gaming-related under Section 1 of this Agreement, or is similar to the uses listed above, then the parties shall resolve the issue under the dispute resolution provisions in Section 14 of this Agreement.

EXHIBIT C

Monies To Be Paid By The Tribe

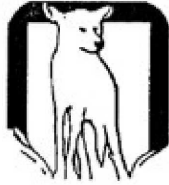
1. Actual costs for all development and impact fees charged by the City and other local agencies for project development on or off Trust lands. Actual costs for all development and impact fees charged by the City and other local agencies for project development on or off Trust lands. Payment shall be due at time of commencement of construction. The Tribe agrees to pay the City amounts equal to the service, development, and impact fees which, if the Trust Lands were not in trust status, would be charged by the City and other local agencies at the time of any and all project development(s) on the Trust Lands. Such fees consist of payments to the City and the Barstow Fire Protection District to cover fair share costs by developers of new projects for existing City Services, such as the circulation system (streets, signals, and bridges); storm drainage collection facilities; general city facilities, vehicles, and equipment; existing police and fire department facilities; public use facilities; and park land and park facilities. These are fees allocated typically on a per square foot basis for new development to address impacts on existing facilities or replacement of existing facilities. The Tribe will make payments to the Barstow Unified School District equal to the service, development, and impact fees which the School District would receive if the Trust Lands were not in trust status. The amount of payments to the Barstow Fire Protection District is established by a general agreement between the City and the Fire Protection District; the amount of payments to the Barstow Unified School District is established by state statute. Payment shall be due at time of commencement of construction.
2. The cost of inspection services based on then-current hourly or contracted rate planning, building and safety, fire prevention, public works, and other inspection services requested necessary pursuant to Section 2 related to development and construction of the Casino Resort. Payment shall be made to the City on a monthly basis, for the actual cost of services. Said payments shall not be a condition precedent of commencement of the work contemplated here. Said payments shall be made within 30 days of billing.
3. The sum of \$7,000,000.00 shall be paid to the City within one year of the Trust Land being placed into trust by the Department of the Interior as the initial payment for the construction costs associated with the fire and police facility, as further described in Section 4.B of this Agreement.
4. The cost of the following Fire Apparatus as discussed in Exhibit G, final costs to be determined and paid at time of order, no later than one year of the Trust Land being placed into trust by the Department of the Interior:

- a. Ladder Truck
 - b. Fire Engine
5. If a structure exceeding four stories in height is constructed by the Tribe on Trust Lands, the Tribe will pay the actual annual costs of training Fire Department personnel to fight high-rise fires. High-rise fires require specialized training for Fire Department personnel to attack fires at the burning site within the structure, rather than from the exterior. The Fire Department estimates the cost of such training for new personnel and as perishable skills for existing personnel to be \$233,000 annually. Initial payment shall be due within 30 days after completion of the structure over four stories. Payment for annual fees shall be due, on the thirtieth day of the calendar year.
 6. Costs of Police Services, as described in Exhibit F, annually adjusted based on changes to personnel demand, current police MOU costs, equipment costs, overhead costs, and other associated costs. Presently, such amount is \$3,084,535 (2024). Initial payment shall be due within 30 days after opening of Casino Resort for operations. Payment for annual fees shall be made on a monthly basis, upon presentation of invoice by City for the forthcoming month's services.
 7. Costs of Fire Department Services, as described in Exhibit G, annually adjusted based on changes to personnel demand, current fire department MOU costs, equipment costs, overhead costs, and other associated costs. Presently, such amount for administration, support, ladder truck personnel, and fire engine personnel is \$4,757,170 one-time start-up costs, and \$4,876,101 annual costs (2024). Initial payment shall be due prior to completion of the occupancy of any structure to the public. Payment for annual fees shall be due, on the thirtieth day of the calendar year.
 8. Traffic improvements described in the Final EIS. Payment shall be due at time of commencement of construction of such improvement.
 9. Costs and impacts associated with further development projects on Trust Land or non-Trust Land. Payment shall be due at time of commencement of construction of such improvement.
 10. The actual costs and expenses and all other costs incurred by the City in the development, approval, and management of this Agreement. City shall provide documentation of the costs incurred, and Tribe shall make such payment within 30 days thereafter.

11. An amount of \$200 per meeting and reasonable travel expenses to be paid to each member of the Tribal-City Advisory Committee for each meeting attended.

If not specified above, payments are to be made on the thirtieth day after presentation of an invoice or demand for payment by the City. For annual payments, if not specified above, payments are to be made to the City on the thirtieth day of each calendar year for which the payment is due. All payments made by the Tribe shall be made payable to the City of Barstow and delivered to the City's Finance Director or authorized designee; City shall be responsible for payment to any City employee or City contractor providing such services conducted under this Agreement.

EXHIBIT D



Los Coyotes Band of Indians

◆◆◆
P.O. Box 189 • Warner Springs, CA 92086
(760) 782-0711 • Fax (760) 782-2701



LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS

RESOLUTION NO.081306

WHEREAS, The Los Coyotes Band of Cahuilla and Cupeño Indians is a federally recognized Tribe, governed by its custom and traditions, and

WHEREAS, According to the Tribe's custom and traditions, the General Council has all legislative authority, and the Spokeswoman is authorized to carry out the decisions made by the General Council, and

WHEREAS, The General Council has reviewed the First Amended Municipal Services Agreement ("Agreement") between the Tribe, and the City of Barstow ("City");

WHEREAS, The General Council, having considered the matter in accordance with the custom and traditions of the Tribe agrees that the approval of the Agreement with the City would be in the best interest of the Tribe in order to move forward to conduct gaming within the City of Barstow; and

WHEREAS, The Tribe recognizes its need to exercise its sovereign right to provide a limited waiver of sovereign immunity with regard to disputes arising under or in connection with the Agreement, to consent to the jurisdiction of Approved Courts and Arbitration, as provided for in the Agreement.

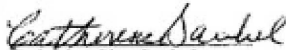
NOW, THEREFORE BE IT RESOLVED, the General Council ratifies the Spokeswoman's execution and delivery of the Agreement to the appropriate City Officials;

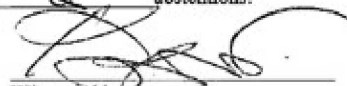
BE IT FURTHER RESOLVED, the General Council hereby waives the sovereign immunity of the Tribe in favor of the City as to disputes arising under, or in connection with, the Agreement, and consents to the jurisdiction of courts and arbitration, as provided in the Agreement;

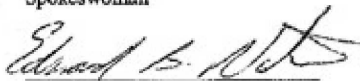
BE IT FURTHER RESOLVED, any material amendments to the First Amended Municipal Services Agreement shall be brought back to the General Council for consideration and approval.

CERTIFICATION

On August 13, 2006, at a duly called General Council meeting held by the Los Coyotes Band of Cahuilla and Cupeño Indians at which a quorum was present, the foregoing resolution was presented and adopted by a vote of 34 in favor, 0 opposed, and 0 abstentions.


Catherine Siva Saubel
Spokeswoman


Witnessed by
Committee Member


Witnessed by Committee Member


Witnessed by Committee Member

EXHIBIT E

Problem Gaming Program

The Program shall be focused on the issue of problem gambling through training, education, and awareness of the crisis help line. The program shall address the following minimum awareness and prevention initiatives, and shall be evaluated on an annual basis. The annual budget for such program shall be no less than \$93,000 (baseline 2024 budget) and shall be increased annually to address the program awareness and prevention initiatives.

Tribe shall hire a provider to create, administer and oversee the following initiatives:

1. Short Form Video Campaign (community wide distribution). Short-form videos distributed weekly via to YouTube Shorts and Instagram Reels (or similar medium) for pushed viewership in the Barstow area concerning educational messages associated with problem gambling. (\$32,000.)
2. School Programming (targeting grades 7-12). Program to empower youth leaders and adult allies to address underage gambling and problematic gambling behaviors in the local community. Such programming through the schools shall at a minimum include creation of multimedia marketing campaign to create public service announcements through local schools, a youth town hall education event, problem gambling awareness month (annually in March), youth-led action research survey, periodic distribution of locally relevant data (from CFNLP). All Barstow junior high and high schools in the Barstow area shall be allowed to participate in the program. (\$32,000.)
3. Continuing Education Opportunities for Behavioral Health Providers. Provide access to an on-line learning portal for any provider to or any resident of the Barstow area to earn behavioral health credits or knowledge expansion related to problem gambling. (\$4,500.)
4. Community Advertising (Barstow Area focused). Marketing directly to residents of the Barstow area regarding problem gambling help, prevention and treatment services via print and digital signage. (\$14,500.)
5. Print Distribution. To cover printing cost of previously developed materials at no costs to residents of the Barstow area, such as brochures, and booklets addressing problem gambling issues, for distribution to local community nonprofits, behavioral health centers, city service centers, chambers of commerce, and other locations. Covering issues such as problem gambling signs and symptoms, and help and prevention services. (\$8,000.)

6. High Prevalence Population Outreach. Initiative to provide outreach in the Barstow area to target active-duty military, veterans, college students/faculty, and other target populations. Assistance from the City and Tribe to make connections with decision-makers/leaders of such groups. (\$3,000.)

EXHIBIT F

Police Services

The Barstow Police Department shall enforce state criminal laws within the boundaries of the Trust Lands and the Casino Resort's facilities to the full extent that the City is authorized under federal and California law, and this Agreement, to exercise its police power.

Scope of Law Enforcement Services

This Exhibit F to the Restated Municipal Services Agreement between the City of Barstow ("City") and the Los Coyotes Band of Cahuilla and Cupeño Indians ("Tribe"), and the Parties to the Agreement agree that the provisions hereof are a part of the Agreement.

The City shall enforce state penal law within the boundaries of the Trust Lands as described in Exhibit A to the Agreement to the full extent that City is authorized under California law, the Tribe's Class III Gaming Compact with the State of California and this Agreement to exercise its police power.

The City may enforce or assist in the enforcement of federal law on the Trust Lands within the City to the extent that City may be permitted to do so under federal law. In order to permit the City to fulfill its responsibilities under this Agreement, all City public safety officers shall be accorded free access to all spaces open to the public within any gaming facility and/or surrounding structures on the tribal land for purposes of maintaining public peace and order and to allow for the enforcement of applicable criminal laws of the federal government, state and City. Personnel employed by the tribal gaming operation, including security personnel of the gaming facility and tribal law enforcement personnel, shall, for such purposes, provide City public safety officers access to those public spaces within the gaming facility as may be necessary to permit the City to fulfill its duties under this Agreement, and may consent to access to non-public space. Nothing in this Agreement is intended to restrict access to non-public space if exigent circumstances require access.

The City shall be permitted entrance to any public place on the Trust Lands described in Exhibit A pursuant to the City's general police powers for any lawful purpose. City public safety officers, if deputized by the Tribe for such a purpose, may likewise arrest any Indian for violation of tribal law occurring on Trust Lands in which event said individual shall be held and detained by the public safety officer until a tribal police officer takes custody. The City shall promptly notify the tribal security office of any effort to arrest or detain an individual on Trust Lands.

The cost for Law Enforcement support found in this Agreement does not include the cost of performing background checks or identification procedure and identification cards that may be required to be issued depending on state legislative action. If this service is required of the City, additional fees will be assessed in the same manner as for other entities requiring such service.

The Tribe shall contract directly with the County of San Bernardino for prosecutorial and defense services (District Attorney/Public Defender) and costs for such services shall be paid by the Tribe directly to the County. If the Tribe is unable to reach terms with the County for prosecution and defense services, then the Parties shall conduct further negotiations regarding provision of such services to the Tribe. Failure of the Parties to reach agreement shall constitute grounds for invocation of the Dispute Resolution provisions of this Agreement. Notwithstanding any other provision of this Agreement, gaming operations shall not commence at the Resort until resolution and agreement of the Parties concerning the provision of prosecutorial and defense services.

Matters Incidental to the Performance of Any Law Enforcement.

The standards of performance, training, discipline and other matters incidental to the performance of any law enforcement services rendered under this Agreement shall be determined solely by the City or agency involved in accordance with applicable laws and regulations.

If the Tribe creates a tribal police or security force which operates on the Trust Lands, the Barstow Police Department will assist the Tribe with the cross training required to provide a smooth and effective working relationship, and will assist the Tribe as needed to review written policies and guidelines for tribal police and security personnel as well as expectations for the tribal personnel to interface effectively and smoothly with the operations of the Barstow Police Department. If cross training of tribal police and security personnel is conducted by the Barstow Police Department, then fees will be assessed for such training on the basis of hourly charges calculated on the basis of the salary of officers involved in such training. In any event, the level of training and performance standards of the tribal police and security personnel shall be equal to those imposed by the Barstow Police Department on its law enforcement personnel.

“Special Events” are those events which take place on the Trust Lands for which there is a reasonable expectation that there would be a need for an increase in the amount, scope of level of necessary police, traffic control, and crowd control which is above the normal deployment of law enforcement personnel which would normally be required without such event. Should Special Events be held on the Trust Lands, the Tribe and the Barstow Police Department will negotiate separate agreements for each event to provide adequate police staffing necessary to provide coverage for such Special Event and reasonable compensation therefore.

Required Police Department Staffing for Casino Resort

The level of staffing required for 24/7 service is a three officer, one supervisor staffing detail due to operation of the Casino Resort. The staffing demand for a four-shift coverage is as follows:

1. Twelve (12) officers, 4 sergeants, 1 lieutenant (estimated annual cost \$2,268,379)
2. Operations costs: Training, Communications, Supplies (estimated annual cost \$472,161)

3. Capital Equipment: 4 patrol units, 1 unmarked unit, body worn cameras (estimated annual cost \$135,280)
4. One (1) dispatcher (estimated annual cost \$82,864)
5. Dispatch operations costs (estimated annual cost \$22,000)
6. Administration Costs: 1 Administrator, Operations costs (estimated annual cost \$102,850)

The level of staffing required for operation of the Casino Resort is based on the description of the Casino Resort, specifically the proposed amenities, features, uses, square footage, layout, and depiction of the Casino Resort in section 2.22. of the Final EIS. Any changes to the final use may result in a corresponding change to the staffing demand. All costs are stated as costs for 2024 calendar year. Costs shall be adjusted at time of execution of Agreement and annually to represent then-current costs based on adjustments to costs of staffing, equipment, and supplies.

EXHIBIT G

Barstow Fire Protection District Services

This is Exhibit G to the Restated Municipal Services Agreement (“Agreement”) between the City of Barstow (“City”) and the Los Coyotes Band of Cahuilla and Cupeño Indians (“Tribe”), and the Parties to the Agreement agree that the provisions hereof are a part of the Agreement.

Fire Protection Services.

The Barstow Fire Protection District will be the primary fire protection agency serving the Resort and all facilities located thereon. The tribal property shall receive the same level of fire protection as is provided to any other resident or business within the City.

The Barstow Fire Protection District will relocate fire fighting equipment to Station 363 and then to any new fire station, in accordance with the provisions of Section 4.B of the Agreement.

Standards of performance, training, discipline and other matters incidental to the performance of any fire service-related services.

The standards of performance, training, discipline and other matters incidental to the performance of any fire service-related services rendered under this Agreement shall be determined solely by the Barstow Fire Protection District.

If the Tribe creates a tribal fire and/or emergency medical services (“EMS”) unit which is assigned to the Casino Resort, the Barstow Fire Protection District will assist the Tribe with the cross training required to provide a smooth and effective working relationship, and will assist the Tribe as needed to review written policies and guidelines for tribal fire and EMS personnel as well as expectations for the tribal personnel to interface effectively and smoothly with the operations of the Barstow Fire Protection District. If cross training of tribal fire and EMS personnel is conducted by the Barstow Fire Protection District, then fees will be assessed for such training on the basis of hourly charges calculated on the basis of the salary of Barstow Fire Protection District personnel involved in such training.

Emergency Medical Services.

The Parties recognize that significant emergency response services will be required by the Tribe’s Casino Resort to be constructed within the City on tribal Trust Lands. The Barstow Fire Protection District customarily is the first responder for Emergency Medical Services (“EMS”) although it is understood that the Tribe intends to have tribal EMS personnel on duty at the Casino Resort, in which case tribal EMS personnel will be the first responder. EMS services will be provided by Barstow Fire Protection District firefighter paramedics. Ambulance transportation service shall be conducted by an ambulance transport provider designated by the Inland Counties Emergency Medical Agency (ICEMA) for the Barstow area.

Fire Protection and Response Services.

The Parties recognize that significant additional fire protection and response services will be required by the Tribe's Casino Resort to be constructed within the City on tribal Trust Lands. The scope of said services was detailed in the Final EIS.

Based on the uses proposed amenities, features, uses, square footage, layout, and depiction of the Casino Resort in section 2.22. of the Final EIS, the Barstow Fire Protection District has determined that a tractor drawn aerial apparatus (ladder truck) and a fire engine will be necessary to be added to the Fire District inventory of apparatus available to address fire and emergency services at the Casino Resort. In addition to these two apparatuses, personnel will be required to staff such apparatus. The need for the ladder truck is due to the size and configuration of the casino building and a structure up to four stories in height. The size of the Casino Resort necessitates an additional fire engine. The design of the Casino Resort with a structure over four stories requires additional firefighter training, as a ladder truck is not typically used to fight a fire on a building more than four stories in height. Rather, such a high-rise fire requires entry by Fire Department personnel and personal action at the burning site. If a structure exceeding four stories in height is constructed by the Tribe on Trust Lands, the Tribe will pay the actual costs of training Fire District personnel to fight high-rise fires. The staffing demand for 24-hour coverage for the new ladder truck will require hiring 3 captains, 3 engineers, and 6 firefighter/paramedics. The staffing demand for 24-hour coverage for the new fire engine will require hiring 3 captains, 3 engineers, and 3 firefighter/paramedics. The additional staffing requirements will necessitate hiring an office assistant.

To accommodate anticipated added burdens, the Parties agree to the following:

1. Dedication of land. The Tribe shall cause to be acquired and dedicated to the City a two-acre parcel of land for use as a fire station, consistent with Section 4.B of this Agreement. Such transfer shall be completed within 180 days after the Bureau of Indian Affairs accepts fee title to the Trust Lands.
2. Construction of Fire Station. The Tribe shall be responsible for the costs of design and construction of a fire station with the following minimum characteristics: two apparatus bays to service the ladder truck and fire engine specified herein; support/living facilities to support the fire personnel associated with such specified apparatuses; and office space for a public safety office for the police personnel described herein. Within one year of the Trust Lands having been placed into trust by the Department of the Interior, the Tribe shall pay the City an initial sum of \$7,000,000.00 for construction of the fire and police facility, consistent with Section 4.B of this Agreement. City shall be responsible for construction of the public safety facility. In the event that construction, design, and staff costs associated with construction exceed such sum, City shall advise Tribe of the cost difference, and Tribe shall remit such sum to City prior to commencement of gaming operations at the Casino Resort.

3. Ladder Truck (Tractor-drawn Aerial Apparatus). The Tribe shall provide payment for the City to purchase one ladder truck. The estimated cost for this apparatus at this time (2024) is \$2,500,000. Due to lead time associated with the ordering and building of such vehicle, payment is required within one year of the Trust Lands being placed into trust by the Department of the Interior.
4. Ladder Truck (Personnel). The Tribe shall provide payment for the City to staff one ladder truck with the following personnel (one-time/annual costs (2024)): 3 Captains (\$588,750/\$603,460); 3 Engineers (\$517,305/\$530,238); and 6 Firefighter/Paramedics (\$955,680/\$979,572).
5. Fire Engine (Type-1 Fire Engine, 1500 GPM). The Tribe shall provide payment for the City to purchase one fire engine. The estimated cost for this apparatus at this time (2024) is \$1,400,000. Due to lead time associated with the order and building of such vehicle, payment is required within one year of the Trust Lands being placed into trust by the Department of the Interior.
6. Fire Engine (Personnel). The Tribe shall provide payment for the City to staff one fire engine with the following personnel (one-time/annual costs (2024)): 3 Captains (\$588,750/\$603,460); 3 Engineers (\$477,834/\$506,813); and 3 Firefighter/Paramedics (\$477,834/\$489,780).
7. Office Assistant. The Tribe will pay for one office assistant: one-time cost, \$96,470; annual costs, \$98,882.
8. Administrative Overhead. The Tribe will pay for administrative overhead: one-time cost, \$1,038,908; annual costs, \$1,084,876.
9. Training. The Tribe will pay the actual costs of training Fire District personnel to fight high-rise fires. It is estimated the cost of such training for new personnel and as perishable skill training for existing personnel to be \$233,000 annually. Initial payment shall be due within 30 days after completion of the structure over four stories. Payment for annual fees shall be due, on the thirtieth day of the calendar year.

Equipment and personnel specified above is based on the description of the Casino Report, specifically the proposed amenities, features, uses, square footage, layout, and depiction of the Casino Resort in section 2.22. of the Final EIS. Any changes to the final use may result in a corresponding change to the staffing demand. All costs are stated as costs for 2024 calendar year. Costs shall be adjusted at time of execution of Agreement and annually to represent then-current costs based on adjustments to costs of staffing, equipment, and supplies.

EXHIBIT H

Tribal Resolution Establishing Zoning Standards For The Barstow Trust Lands



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ZONING STANDARDS FOR THE BARSTOW TRUST LANDS

Resolution #2024-25

WHEREAS, the Los Coyotes Band of Cahuilla and Cupeno Indians ("Tribe") is a federally recognized and acknowledged Indian Tribe with the inherent sovereignty to make its own laws; and

WHEREAS, the Tribe is governed by its customs and traditions, some of which are memorialized in Resolutions to carry out the sovereign rights of the people to self-government; and

WHEREAS, according to the Tribe's customs and traditions, the General Council possesses plenary legislative authority, and by earlier Resolution the General Council authorized the Tribe's request to the Department of the Interior that it take land in trust in Barstow for development of a tribal gaming facility (Res. No. 101412-2 (fee-to-trust acquisition)) to provide employment and to increase economic development opportunities and generate revenue to fund tribal government, services, and programs; and

WHEREAS, the Executive Council has authority to implement the General Council's Resolution authorizing the Tribe's request to take land in trust in Barstow and develop a gaming facility there;

WHEREAS, the Tribe has the inherent duty and responsibility to maintain the health, safety and welfare of the members living on and off the Reservation; and

WHEREAS, the Tribe wishes to establish tribal zoning standards to ensure the orderly and safe development of its planned development on trust land in Barstow;

THEREFORE, BE IT RESOLVED that the Tribe adopts the following zoning standards to govern all development on lands held in trust for the Tribe and located within the city limits of Barstow, California:

CHAPTER I: General Provisions

These standards shall be known as the "Zoning Standards for the Barstow Trust Lands."

CHAPTER II: Zoning Standards

Sec. 1. Definitions.

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- a. For the purpose of this Chapter, words, phrases, and terms shall be deemed to have the meanings ascribed to them in the following subsections. When not inconsistent with the context, words used in the present tense include the future; words in the singular number include the plural; and those in the plural number include the singular. "Shall" is mandatory and "may" is permissive.
- b. Specific definitions.
 - i. *Adult entertainment business* means the businesses and activities defined by Section 19.26.020 of the Barstow Municipal Code. The Tribe adopts and makes part of this Chapter, by reference, that portion of the Barstow Municipal Code.
 - ii. *Building* means any structure having a roof and walls built and maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind.
 - iii. *Commercial cannabis activity* means the sale, cultivation, or processing of cannabis.
 - iv. *Fueling Station* means a business which provides for fuel (inclusive of gasoline, diesel, as well as alternative fuels and commercial electric charging stations) for motor vehicles. This definition excludes electric vehicle charging stations as an ancillary use associated with a primary business (i.e., offices, retail and service establishments, gaming facilities, and industrial businesses).
 - v. *Gaming Activities* means any game, contest or activity in which one or more players wager, stake or otherwise risk money, checks, credits, merchandise, chips, markers or other items of value or representations of value for the chance to win money, checks, credits, merchandise, chips, markers or other items of value or representations of value based upon the outcome or result of such game, contest or activity, regardless of whether chance or skill is the determining factor.
 - vi. *Gaming Facility* means any property, lot, building or structure used in whole or part for any gambling activities.
 - vii. *Structure* means anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground.

CHAPTER III: Prohibited Activities.

Sec. 1. Generally.

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- a. The following activities are prohibited in any building, structure, or elsewhere on lands held in trust for the Tribe in Barstow, as specified below:
 - i. Persons under the age of 21 shall not be allowed to gamble or remain in any room or area in which gaming activities are being conducted. Individuals under the age of 21 may pass through gaming rooms or areas of a gaming facility only if they are enroute to a non-gaming room or area of the building.
 - ii. Nude entertainment, nude dancing, or venues containing nudity, sexually oriented businesses, or adult entertainment businesses.
 - iii. The operation of Fueling Stations is prohibited.
 - iv. Commercial cannabis activities and the use of cannabis are prohibited in any building, structure, or anywhere on the Tribe's Barstow trust lands.

Sec. 2. Violations.

- a. Use of the Tribe's Barstow trust lands for the aforementioned prohibited uses shall be unlawful.
- b. The Tribe shall take appropriate action, consistent with Tribal law, to enforce the provisions of this Title, and ensure that any prohibited uses are immediately enjoined or otherwise halted.

CHAPTER IV: Severability, Effective Date.

- a. *Severability.* In the event any provision or part of these Zoning Standards are is found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these Standards shall not in any way be impaired or affected thereby and shall remain in full force and effect.
- b. *Effective Date.* These Zoning Standards shall take effect upon their adoption by the Executive Council.

CERTIFICATION

As the Los Coyotes Band of Cahuilla and Cupeño Indians General Council, we do hereby certify that an Executive Council Meeting was duly called, noticed, and convened on October 21, 2024, at which time a quorum was present, this resolution was duly adopted by a vote of 4-Yes, 0-No, 1-Abstain.

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<u>Ray Chapparosa</u> Ray Chapparosa (Oct 31, 2024 1:04 PM)	10/21/2024
Ray Chapparosa, Executive Council Chairman	Date
<u>Ponciano Castellano</u> Ponciano Castellano (Oct 31, 2024 10:15 AM)	10/21/2024
Ponciano Castellano, Executive Council Vice-Chairman	Date
Alvina Fletcher, Executive Council Member	Date
<u>Janet Dillman</u> Janet Dillman (Oct 31, 2024 9:01 AM)	10/21/2024
Janet Dillman, Executive Council Member	Date
<u>Jacob Norte</u> Jacob Norte (Oct 31, 2024 9:01 AM)	10/21/2024
Jacob Norte, Executive Council Member	Date
<u>Dominique Chapparosa</u> Dominique Chapparosa (Oct 31, 2024 10:30 AM)	10/21/2024
Dominique Chapparosa-Avila, Executive Council Member	Date
<u>Tina Garcia</u> Tina Garcia (Oct 31, 2024 10:22 AM)	10/22/2024
Tina Garcia, Executive Council Member	Date

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EXHIBIT I

Tribal Resolution Establishing Building Standards For The Barstow Trust Lands



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BUILDING STANDARDS FOR THE BARSTOW TRUST LANDS Resolution #2024-23

WHEREAS, the Los Coyotes Band of Cahuilla and Cupeño Indians (“Tribe”) is a federally recognized and acknowledged Indian Tribe with the inherent sovereignty to make its own laws; and

WHEREAS, the Tribe is governed by its customs and traditions, some of which are memorialized in Resolutions to carry out the sovereign rights of the people to self-government; and

WHEREAS, according to the Tribe’s customs and traditions, the General Council possesses plenary legislative authority, and by earlier Resolution the General Council authorized the Tribe’s request to the Department of the Interior that it take land in trust in Barstow for development of a tribal gaming facility (Res. No. 101412-2 (fee-to-trust acquisition)) to provide employment and to increase economic development opportunities and generate revenue to fund tribal government, services, and programs; and

WHEREAS, the Executive Council has authority to implement the General Council’s Resolution authorizing the Tribe’s request to take land in trust in Barstow and develop a gaming facility there;

WHEREAS, the Tribe has the inherent duty and responsibility to maintain the health, safety and welfare of the members living on and off the Reservation; and

WHEREAS, the Tribe wishes to establish tribal building standards to ensure the safe development of its planned development on trust land in Barstow;

WHEREAS, the California Building Standards Commission (“Commission”) published California Building Standards Code on July 1, 2022 and established January 1, 2023 as the effective date of the most recent edition of the California Building Standards Code;

THEREFORE, BE IT RESOLVED that the Tribe adopts the following building standards to govern all development on lands held in trust for the Tribe and located within the city limits of Barstow, California:

CHAPTER I: General Provisions.

These standards shall be known as the “Building Standards for the Barstow Trust Lands.”

CHAPTER II: Building Standards.

Sec. 1. Applicable California Codes.

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The Tribe adopts and makes part of this Chapter, by reference, the following California Building Standards Codes (California Code of Regulations, Title 24):

1. 2022 California Building Code, Title 24 Part 2 of California Code of Regulations, Chapter 1, Division II through Chapter 35 and Appendices C, F, H, I, J and O;
2. 2022 California Residential Code, Title 24 Part 2.5 of California Code of Regulations, Chapter 1, Division II through Chapter 10, Chapter 44 and Appendix AH, AJ, AQ and AS;
3. 2022 California Electrical Code, Title 24 Part 3 of California Code of Regulations, Article 89, Article 90, Chapters 1 through 9, and Annexes A, B, C, D, E, F, G, I and J;
4. 2022 California Mechanical Code, Title 24 Part 4 of California Code of Regulations, Chapter 1, Division II through Chapter 17 and Appendices B, C and D;
5. 2022 California Plumbing Code, Title 24 Part 5 of California Code of Regulations, Chapter 1, Division II through Chapter 17 and Appendices A, B, D, H, I and J;
6. 2022 California Fire Code, Title 24 Part 9.

Sec. 2. California Codes Adopted.

- a. Each Code listed in Section 1 is incorporated herein by reference as though set forth in full and the standards, provisions, and conditions therein shall be observed and followed in the regulation and control of design, construction, quality, materials, use, occupancy, location and maintenance of all buildings, structures, and certain equipment regulated by this Chapter and located on the Tribe's trust lands in Barstow.
- b. The Tribe further adopts any future amendments or revisions to the above-enumerated California Building Standards Codes, and such amendments or revisions shall be considered automatically incorporated herein.

CHAPTER III: Severability; Effective Date.

- a. *Severability.* In the event that any provision or part of these Building Standards are found invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these Standards shall not in any way be impaired or affected thereby and shall remain in full force and effect.
- b. *Effective Date.* These Building Standards shall take effect upon their adoption by the Executive Council.

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CERTIFICATION

As the Los Coyotes Band of Cahuilla and Cupeño Indians General Council, we do hereby certify that an Executive Council Meeting was duly called, noticed, and convened on October 21, 2024, at which time a quorum was present, this resolution was duly adopted by a vote of 4-Yes, 0-No, 1-Abstain.

<u>Ray Chapparosa</u> Ray Chapparosa (Oct 21, 2024 10:45 PM)	10/21/2024
Ray Chapparosa, Executive Council Chairman	Date
<u>PC</u> Ponciano Castellano (Oct 21, 2024 10:57 PM)	10/21/2024
Ponciano Castellano, Executive Council Vice-Chairman	Date
Alvina Fletcher, Executive Council Member	Date
<u>Janet Dillman</u> Janet Dillman (Oct 21, 2024 10:57 PM)	10/21/2024
Janet Dillman, Executive Council Member	Date
<u>Jacob Norte</u> Jacob Norte (Oct 21, 2024 10:57 PM)	10/21/2024
Jacob Norte, Executive Council Member	Date
<u>Dominique Chapparosa-Avila</u> Dominique Chapparosa-Avila (Oct 21, 2024 10:57 PM)	10/21/2024
Dominique Chapparosa-Avila, Executive Council Member	Date
<u>Tina Garcia</u> Tina Garcia (Oct 22, 2024 07:04 PM)	10/22/2024
Tina Garcia, Executive Council Member	Date

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EXHIBIT J

Tribal Resolution Establishing Environmental Review Standards For The Barstow Trust Lands



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ENVIRONMENTAL REVIEW STANDARDS FOR THE BARSTOW TRUST LANDS

Resolution #2024-24

WHEREAS, the Los Coyotes Band of Cahuilla and Cupeno Indians ("Tribe") is a federally recognized and acknowledged Indian Tribe with the inherent sovereignty to make its own laws; and

WHEREAS, the Tribe is governed by its customs and traditions, some of which are memorialized in Resolutions to carry out the sovereign rights of the people to self-government; and

WHEREAS, according to the Tribe's customs and traditions, the General Council possesses plenary legislative authority, and by earlier Resolution the General Council authorized the Tribe's request to the Department of the Interior to take land in trust in Barstow for the development of a gaming facility (Res. No. 101412-2 (fee-to-trust acquisition)) to provide employment and to increase economic development opportunities and generate revenue to fund tribal government, services, and programs; and

WHEREAS, the Executive Council has authority to implement the General Council's Resolution authorizing the Tribe's request to take land in trust in Barstow and develop a gaming facility there;

WHEREAS, the Tribe has the inherent duty and responsibility to maintain the health, safety and welfare of the members living on and off the Reservation; and

WHEREAS, the Tribe wishes to establish tribal environmental review standards to ensure that environmental impacts are considered in advance of development on trust land in Barstow;

THEREFORE, BE IT RESOLVED that the Tribe adopts the following environmental review standards to govern all development on trust lands located within the city limits of Barstow, California:

CHAPTER I: General Provisions

Section 1. Title.

These standards shall be known as the "Environmental Review Standards for the Barstow Trust Lands."

Section 2. Purpose.

The intent and purpose of these standards is to provide for review of potential environmental impacts of tribal projects to be developed on trust land within the city limits of Barstow that have

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not otherwise already been reviewed by the federal government under the National Environmental Policy Act (NEPA). These standards provide for the preparation and circulation to the public of detailed environmental reports, including identification of mitigation measures where appropriate, consistent with the general requirements of NEPA.

Section 3. Definitions

- a. For the purpose of these standards, words, phrases, and terms shall be deemed to have the meanings ascribed to them in the following subsections. When not inconsistent with the context, words used in the present tense include the future; words in the singular number include the plural; and those in the plural number include the singular. “Shall” is mandatory and “may” is permissive.
- b. Specific definitions.
 1. *Building* means any structure having a roof and walls built and maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind.
 2. *Construction* means the process of designing and assembling materials to construct any Building or Structure.
 3. *Environmental Review Process* means the process for conducting tribal environmental review to assess whether a proposed development or Project as defined herein will have a Significant Effect on the Environment as defined herein.
 4. *Environmental Reviewer* means an official from the Tribe's environmental department or other individual designated by the Tribe with responsibility for the Environmental Review Process under this Ordinance.
 5. *NEPA* means the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., as amended.
 6. *Notice of Availability* means the written notification announcing the completion of a draft or final Tribal Environmental Assessment or Tribal Environmental Impact Statement, as defined in Chapter II.

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7. *Project* means any development activity directly related to proposed Building or Construction on the Barstow trust lands that may cause a Significant Effect on the Environment.
8. *Public* means any person or entity with the potential to be significantly affected by a Project, including the City of Barstow.
9. *Significant Effect(s) on the Environment* means a substantial, adverse change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas and objects of historic, cultural or aesthetic significance.

CHAPTER II: Environmental Review Procedures

Section 1. General Provisions.

- a. *Purpose of Environmental Review.* The purpose of this Chapter is to ensure that prior to approval of any Project on the Barstow trust lands, the Tribe follows a process that:
 1. Identifies and evaluates Significant Effects on the Environment of a proposed Project;
 2. Ensures that the Public is informed of and has reasonable opportunity to comment on any Significant Effects on the Environment of a proposed Project;
 3. Ensures that the Tribe responds to any such anticipated effects and addresses concerns raised by the Public to develop reasonable and appropriate mitigation measures before the Tribe approves construction of a Project;
 4. Unless exempt under this Chapter, the Tribe shall not allow the commencement of construction of any Project until the Environmental Review Process pursuant to these Standards is completed. Any approvals of construction provided without compliance with these Standards shall be considered null and void.
- b. *Threshold Determinations.*
 1. If the Environmental Reviewer determines that a Project would not result in any significant change in land use or any physical disturbance to the environment, and therefore does not have the potential to impose a Significant

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Effect on the Environment, the Project is exempt from the Environmental Review Process.

2. A Project that already has been studied in an Environmental Review statement prepared not more than 24 months earlier for a substantially identical use, as determined and documented by the Environmental Reviewer, shall be exempt from the Environmental Review Process.

3. If the Project is subject to federal environmental review under NEPA, the Tribe shall not commence construction of the Project until the federal agency responsible for the proposed action has completed the NEPA review and issued a final determination pursuant to federal law. The Tribe may rely on such completed federal environmental review in lieu of conducting the Environmental Review Process under this Chapter.

Section 2. Environmental Review Process.

a. *Tribal Environmental Assessment or Tribal Environmental Impact Statement.* Unless an exemption applies, before approval for construction of any Project, the Tribe shall cause to be prepared a comprehensive and adequate Tribal Environmental Assessment ("TEA") or Tribal Environmental Impact Statement ("TEIS"), analyzing the potentially significant effects of the Project on the environment and considering whether any reasonable actions may be taken to mitigate such effects; provided, however, that information or data relevant to the TEA or TEIS that is a matter of public record or is generally available to the public need not be repeated in its entirety in the TEA or TEIS, but shall be briefly described and its relationship to the TEA or TEIS indicated, in which case it may be specifically cited as the source for conclusions stated therein. Such information or data shall be reasonably available for inspection either electronically or at a public place or building.

1. *Contents of a TEA.* The TEA shall provide sufficient information about potential environmental impacts of the proposed Project and include a detailed statement setting forth each of the following:

A. A description of the physical background environmental conditions for the proposed Project as they exist at the time of the commencement of the TEA;

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B. A reasoned determination of either (A) a Finding No Significant Effect on the Environment, in which case no further assessment is required, or (B) a Finding of Likely Significant Effect(s) on the Environment of the proposed Project, in which case it must include a statement identifying:

- i. Any likely Significant Effect on the Environment that cannot be avoided if the Project is undertaken;
- ii. Any mitigation measures proposed or recommended to minimize or eliminate potential impacts of the Project on the environment;
- iii. Any mitigation measures required to reduce the impact of any identified Significant Effect(s) on the Environment to a less than significant level.

2. *Contents of TEIS.* If the TEA results in a determination of likely Significant Effect(s) on the Environment that cannot be avoided or mitigated to a less than significant level, or if the Environmental Reviewer independently determines the proposed Project will likely result in Significant Effect(s) on the Environment, the Tribe shall cause to be prepared a TEIS analyzing the potentially Significant Effect(s) on the Environment that may result from the Project and list ways in which the Significant Effect(s) on the Environment might be minimized, and shall include a detailed statement setting forth the following:

- A. A description of the physical background environmental conditions for the proposed Project as they exist at the time of the commencement of the TEIS;
- B. All Significant Effect(s) on the Environment of the proposed Project, both direct, indirect, and cumulative;
- C. Any Significant Effect on the Environment that cannot be avoided if the Project is undertaken;
- D. Any mitigation measures proposed, recommended, or required to lessen, reduce the impact of, or eliminate any identified Significant Effect(s) on the Environment.

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b. *Public Notice and Comment.*

1. Within no less than thirty (30) days following completion of the draft TEA or TEIS, the Tribe shall make available a Notice of Availability and a copy of the draft TEA or TEIS in a manner as may be reasonably expected to provide notice of such availability to the Public, including posting at a location on the Barstow trust lands, on the Tribe's website, and in a paper of general circulation that serves the City of Barstow. The Tribe also will provide the Notice and copies of the draft TEA or TEIS directly to the Barstow City Manager.

2. The Notice shall include the following:

- A. A brief description of the Project;
- B. The proposed location of the Project;
- C. An address (including website) where copies of the TEA or TEIS are available; and
- D. Notice of a period of at least thirty (30) days during which the Tribe will receive comments on the draft TEA or TEIS.

3. Upon closure of the comment period, the Environmental Reviewer shall:

- A. Consider all comments received from the Public, and shall provide a response to all relevant and substantive Public comments within thirty (30) days of closure of the comment period, and make such responses available to the Public; and
- B. Consult and coordinate with the City of Barstow to review and discuss any potentially Significant Effects on the Environment and reasonable mitigation measures to lessen, reduce the impact of, or eliminate any identified Significant Effect(s) on the Environment.

c. *Final Environmental Review Document.* Upon conclusion of the foregoing process, the Tribe shall cause to be prepared a final TEA or TEIS, which includes a summary of the comments received and responses to comments received on the draft TEA or TEIS, as well as any reasonable mitigation measures. The Final TEA or TEIS shall be available to the Public at a place designated by the Tribe, including posting on the Tribe's website, and notice shall be published in paper of general circulation that serves the City of

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Barstow. The Tribe also will provide a copy of the final
TFA or TEIS to the Barstow City Manager.

d. The Tribe shall not initiate any Project until at least 30 days after it has made the
final TFA or TEIS available to the Public and provided the City with a copy.

CHAPTER III: Severability, Effective Date

a. Severability. In the event any provision or part of this Resolution is found invalid or
unenforceable, the validity, legality and enforceability of the remaining provisions of this
Resolution shall not in any way be impaired or affected thereby and shall remain in full
force and effect.

b. Effective Date. This Resolution shall take effect upon its adoption by the Executive
Council.

CERTIFICATION

As the Los Coyotes Band of Cahuilla and Cupeño Indians General Council, we do hereby certify that
an Executive Council Meeting was duly called, noticed, and convened on October 21, 2024, at which time
a quorum was present, this resolution was duly adopted by a vote of 4-Yes, 0-No, 1-Abstain.

<u>Ray Chapparosa</u> Ray Chapparosa (Oct 24, 2024 1:20 PM PDT)	10/22/2024
Ray Chapparosa, Executive Council Chairman	Date
<u>Ponciano Castellano</u> Ponciano Castellano (Oct 22, 2024 1:29 PM PDT)	10/22/2024
Ponciano Castellano, Executive Council Vice-Chairman	Date
Alvina Fletcher, Executive Council Member	Date
<u>Janet Dillman</u> Janet Dillman (Oct 22, 2024 1:29 PM PDT)	10/22/2024
Janet Dillman, Executive Council Member	Date
<u>Jacob Norte</u> Jacob Norte (Oct 22, 2024 1:29 PM PDT)	10/23/2024
Jacob Norte, Executive Council Member	Date
<u>Dominique Chapparosa-Avila</u> Dominique Chapparosa (Oct 22, 2024 1:29 PM PDT)	10/22/2024
Dominique Chapparosa-Avila, Executive Council Member	Date
<u>Tina Garcia</u> Tina Garcia (Oct 22, 2024 1:29 PM PDT)	10/22/2024
Tina Garcia, Executive Council Member	Date

Forms can be faxed, emailed, or mailed to the Administration Office.
Email Address: Administration@loscoyotesband.org

From: Sydnie Harris <sharris@barstowca.org>
Sent: Thursday, September 12, 2024 3:35 PM
To: Andy Espinoza Jr. <afespinoza@barstowca.org>
Subject: MSA PD Substation Costs

Good Afternoon,

The figures below represent costs associated with a substation for the area within the Los Coyotes MSA.

Salaries & Benefits

12 Officers (B)	1,306,694.16
4 Sgt (B)	690,119.16
1 LT (B)	271,566.39
	2,268,379.71

Operating

Training	21,451.47
Comms	17,150.00
Supplies	434,560.00
	473,161.47

Capital Equip

4 units	75,000.00
1 unmarked	20,280.00
Body Worn Cameras	40,000.00
	135,280.00

Subtotal 2,876,821.18

Dispatch

1 Dispatch (B)	82,864.40
Operations	22,000.00
	104,864.40

Admin

1 Admin	98,850.00
Operations	4,000.00
	102,850.00

Subtotal 207,714.40
Grand Total \$ 3,084,535.58

Thank you,



Finance Director
City of Barstow
Sydnie Harris
760.255.5125
sharris@barstowca.org

220 East Mountain View St.
Suite A
Barstow, CA 92311

www.barstowca.org



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www.barstowca.org/government/city-managing-economic-development

"The trouble with not having a goal is that you can spend your life running up and down the field and never score." – Bill Copeland



Barstow Fire Protection District

Los Coyotes Fire Service Assumption

Assets	Est. One Time Cost	Est. Annual Costs	Notes
Fire Station**	\$7,000,000	\$0	Initial Station Build to include all furniture/Appliances
Ladder Truck (1)**	\$2,500,000	\$0	Tractor-Drawn Aerial Apparatus
Fire Captain (3)*	\$588,750	\$603,469	Fully burdened rate assumed at step B to allow for cost of living adjustments effective within fiscal year
Fire Engineer (3)*	\$517,305	\$530,238	Fully burdened rate
Firefighter/Paramedic (6)*	\$955,680	\$979,572	Fully burdened rate
Fire Engine (1)**	\$1,400,000	\$0	Type-1 Fire Engine (1500 GPM with Equipment)
Fire Captain (3)*	\$588,750	\$603,469	Fully burdened rate
Fire Engineer (3)*	\$493,476	\$505,813	Fully burdened rate
Firefighter/Paramedic (3)*	\$477,834	\$489,780	Fully burdened rate
Office Assistant*	\$96,470	\$98,882	Fully burdened rate
Administrative Overhead*	\$1,038,905	\$1,064,878	Includes maintenance, fuel, supplies, and other various safety and medical equipment
Initial Start Up	\$15,657,170	\$4,876,099	Annual Costs to increase 2.5% annually

(* Recurrent Costing/** One-time purchase not including Maintenance)