

**AGREEMENT FOR FIRE PROTECTION SERVICES  
BETWEEN THE EL DORADO COUNTY FIRE DISTRICT  
AND THE SHINGLE SPRINGS BAND OF MIWOK INDIANS**



This Agreement for Fire Protection Services ("Agreement"), is entered into on this 30<sup>TH</sup> day of July, 2008 between the El Dorado County Fire District ("District") and the Shingle Springs Band of Miwok Indians, a federally-recognized Indian tribe (individually "Party", collectively referred to as "Parties"). This Agreement will be effective immediately.

**RECITALS**

1. Shingle Springs Band of Miwok Indians is a federally- recognized Indian tribe ("the Tribe"), and is the beneficiary of trust land that is owned by the United States, entitled the Shingle Springs Rancheria. This trust land is located within the geographical boundaries of El Dorado County.
2. Pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. ("IGRA") the Tribe may in engage in gaming on its Rancheria in order to promote tribal economic development and self sufficiency and to protect the health and welfare of its members.
3. The Tribe intends to operate a gaming facility pursuant to IGRA which was evaluated under applicable state and federal environmental laws (the "Gaming Project"). The Tribe entered into a tribal-state gaming compact in 1999 with the State of California and has received the needed approval from the National Indian Gaming Commission ("NIGC").
4. The District operates eight (8) fire stations in the areas surrounding the Tribe's Rancheria. District Station 28 is closer to the Rancheria than any other station in the County.
5. The Tribe seeks to contract with the District to provide fire protection services and shall contribute funding to District for providing such fire protection services.
6. The District currently operates Station 28 with a two man engine company 24 hours a day, seven days a week with three different shifts.
7. The District seeks to contract with the Tribe to provide fire protection services and is authorized to under Section 13863 of the California Health and Safety Code to enter into such an agreement.

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NOW THEREORE, the Parties hereby agree as follows:

A. The Tribe shall pay District \$450,000 annually for fire protection services. The initial payments shall be made in two equal installments. The District retains discretion to use the funds in a manner it determines to be the most beneficial for the overall District, including service to the Rancheria. The Tribe shall pay District an additional \$250,000 on or



before August 1, 2009, which will be used solely for the expansion of Station 28.

B. This Agreement only creates a funding mechanism for fire services. Nothing in the Agreement involves any commitment to any specific project which may result in a potentially significant physical impact on the environment. However, the District recognizes that the funding provided by the Tribe is sufficient to increase staffing at Station 28 by one person for each of the three shifts at the station while also accommodating additional personnel and vehicles at Station 28 and, further, that such staffing and accommodation is sufficient to allow the District to properly provide the Tribe with the fire services for which the Parties have contracted.

C. The initial payment by the Tribe shall be made on or before August 1, 2008, prorated for services anticipated during the 2008-2009 fiscal year. The second payment will be paid on January 1, 2009. Thereafter, payments shall be made in advance of June 1 of each succeeding year. The District shall provide Tribe with an invoice reflecting charges for the year, on or about April 15 of each year. The funding provided under this section shall be increased by 5% per year, starting with the June 1, 2009 payment, which shall be \$472,500.

D. Term. The Parties' obligations to perform under this Agreement take effect immediately upon its execution. This Agreement shall have a term of five (5) years, and may be renewed for additional terms as agreed by the Parties.

E. Dispute Resolution. The Parties agree to meet and confer during the terms of this agreement and, upon the request by either Party, to reevaluate the logistical and service needs of the Parties. Modification to the Agreement may be made by mutual written agreement should the Parties determine that costs incurred in providing services to the Rancheria are substantially higher than anticipated, or that modifications are necessary to ensure that the Tribe is receiving adequate services under this Agreement.

F. Termination. This Agreement may be terminated by either party with 60 days written notice, however the Parties will negotiate in good faith pursuant to Section E herein prior to terminating this Agreement.

G. The Tribe acknowledges that a ladder truck will aid in service to the Rancheria and the Red Hawk Casino and related facilities in the future. A ladder truck is estimated to cost approximately one million dollars (\$1,000,000). The parties agree that funding for the ladder truck will not be available during the initial term of this Agreement. Notwithstanding this provision, the Parties shall confer at the end of the second year of this Agreement to determine whether a ladder truck is needed and whether the Tribe will provide any funding to the District for such a purchase.

H. Payment as a Condition Precedent. Full payment by the Tribe, as provided in this MOU shall be a condition precedent to the delivery of service by the DISTRICT.



I. Authority, the undersigned warrant and certify that the signatories to this MOU are each fully authorized to execute this MOU on behalf of and bind the District and its officers, directors, and employees, and the Tribe, its Tribal Council, and Tribal members respectively, and will affix its respective authorizing resolutions to this MOU.

J. General Provisions.

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

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

3. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous discussions, representations or agreements, whether written or oral. In the event of any conflict between the provisions of this Agreement and any other agreement between the Tribe or the District, the terms of this Agreement shall control.

4. Governing Law. This Agreement shall be governed by (and thus interpreted in accordance with) the laws and ordinances of the Tribe. In the event there is no applicable law or ordinance of the Tribe, then this Agreement shall be governed by federal law, and in the event no federal law is applicable then this Agreement shall be governed by the laws of the State of California.

5. Severability. In the event any provision(s) of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable because such provision is excessively broad as to duration, geographical scope, activity or subject, then such provision shall be construed as being limited to the duration, geographical scope, activity or subject that the court deems allowable under the applicable law.

6. No Waiver of Sovereign Immunity. Nothing in this Agreement constitutes, nor shall it be construed as constituting, a waiver of the sovereign immunity of the Tribe, including sovereign immunity from suit.

7. No Third Party Beneficiaries. With the exception of the individual members of the Tribe, this MOU is not intended to, and will not be construed to, confer a benefit or create any right for a third party. The Parties agree no third party,



with the exception of members of the Tribe, possesses the right or power to bring an action to enforce any of the terms of this MOU.

8. Notices. Any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered vi the U.S. Postal Service, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows or to such other place as each Party may designate by subsequent written notice to each other:

For the Tribe:  
Chairperson  
Shingle Springs Rancheria Band of Indians  
5281 Honpie Road  
Placerville, CA 95667

For the District:  
Fire Chief  
El Dorado County Fire Protection District  
P.O. Box 807  
Camino, CA 95709

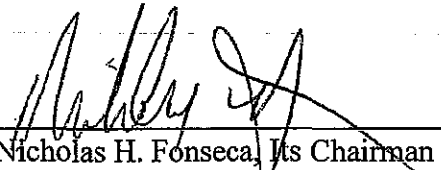
9. Rule of Construction. No provision of this MOU shall be interpreted or construed against any Party because such Party or its counsel was the sole or principal drafter of it. When the context requires, the plural shall include the singular, and the singular the plural.

10. Counterparts. This MOU may be executed in any number of counterparts, and is effective vis-à-vis each Party on the date of its execution by each Party. Additional parties may be added by mutual consent of the Parties.

11. Entire Agreement. This MOU represents the entire agreement between the Parties respecting its subject matter and supersedes any prior written and prior or contemporaneous oral understandings or agreements. This MOU cannot be amended except in a writing signed by authorized representatives of both Parties.

SHINGLE SPRINGS BAND OF MIWOK  
INDIANS

Dated: July 30, 2008

By:   
Nicholas H. Fonseca, Its Chairman

EL DORADO COUNTY FIRE  
PROTECTION DISTRICT



Dated: July 30, 2008

By: BML

Bruce Lacher

Its: Fire Chief