

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SONOMA, SONOMA COUNTY
FIRE DISTRICT, RANCHO ADOBE FIRE PROTECTION DISTRICT, AND ROHNERT PARK
DEPARTMENT OF PUBLIC SAFETY FOR MITIGATION OF FIRE AND EMERGENCY SERVICE IMPACTS
ASSOCIATED WITH THE GRATON CASINO

THIS AGREEMENT is made and entered into on May 19, 2026, by and between the COUNTY OF SONOMA (hereinafter COUNTY) and SONOMA COUNTY FIRE DISTRICT (hereinafter SONOMA COUNTY FIRE), RANCHO ADOBE FIRE PROTECTION DISTRICT (hereinafter RANCHO ADOBE FIRE), AND ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY (hereinafter ROHNERT PARK DPS) (collectively DISTRICTS and individually DISTRICT). COUNTY and DISTRICTS are collectively referred to as Parties.

RECITALS

WHEREAS, the COUNTY and the DISTRICTS have a mutual interest in effective fire and emergency services to serve the residents of Sonoma County and the visitors to Sonoma County; and,

WHEREAS, in 2012, the State of California (State) and the Federated Indians of Graton Rancheria (Tribe) entered into a negotiated Tribal-State Compact, as subsequently amended in 2017, with the purpose of fostering a mutually respectful government to government relationship, implementing a means of regulating Class III Gaming (Gaming) at the Graton Resort and Casino (Gaming Facility) to ensure a fair and honest operation while protecting the interests of the Tribe, the State, its citizens and local communities and accordingly created the Graton Mitigation Fund; and,

WHEREAS, also in 2012, the COUNTY and the Tribe entered into a negotiated Intergovernmental Mitigation Agreement (IMA) as required by the Tribal-State Compact, and as subsequently amended in 2019, which set forth reoccurring mitigation payments from the Tribe to the COUNTY for payment to Fire Districts for the provision of fire and emergency services to the Gaming Facility; and,

WHEREAS, the IMA defined "Fire Districts" to be the Sonoma County Central Fire Authority (which subsequently dissolved and is now known as the Sonoma County Fire District as a result of fire reorganizations), the Rancho Adobe Fire Protection District, the City of Rohnert Park Department of Public Safety, and the County fire services; and,

WHEREAS, the DISTRICTS agreed upon a split of the Graton Mitigation Fund distribution amounts, which were most recently memorialized in County Resolution 20-0249 for Fiscal Years 2020-2021 to 2024-2025; and,

WHEREAS, in 2023, the State and the Tribe entered into a restated Tribal-State Compact to allow the Tribe to increase the number of Gaming devices within the Gaming Facility, and which

required the Tribe to distribute at least 2% of its net win, as that term is defined therein, to neighboring jurisdictions to mitigate impacts resulting from the Gaming Facility; and,

WHEREAS, also in 2023, the COUNTY and Tribe entered into an amended and restated IMA (Restated IMA) with the commitment to continue their efforts to maintain a respectful, long-term government-to-government relationship and continue with the mitigation payments, including for fire and emergency services, to the Gaming Facility; and,

WHEREAS, on May 31, 2024, the COUNTY Board of Supervisors accepted staff's recommendation on the allocation of the Tribe's mitigation funds paid to COUNTY, which recommended an allocation of \$1,504,186 for fire and emergency services to the Gaming Facility, beginning with FY 24/25 and authorizing this allocation distribution to be utilized for future revenue received under the Restated IMA, inclusive of adjustments based on the applicable consumer price index; and,

WHEREAS, the COUNTY is desirous to continue to mitigate the impacts of fire and emergency services to the Gaming Facility, and is committed to allocating funds from the Tribe's mitigation payments to do so, for the duration of this MOU; and

WHEREAS, the DISTRICTS are ready, willing, and able to continue to perform fire and emergency services to the Gaming Facility as herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the PARTIES hereto as follows:

1. During the fiscal year July 1, 2025 to June 30, 2026, COUNTY shall pay to DISTRICTS the total sum of **\$1,551,025** (Total Mitigation Payment), of which the following will be paid to each DISTRICT (Mitigation Payments):
 - a. RANCHO ADOBE FIRE: \$100,000
 - b. ROHNERT PARK DPS: \$100,000
 - c. SONOMA COUNTY FIRE: \$1,351,025
2. Mitigation Payments shall be made to each DISTRICT in equal quarterly installments. COUNTY will use reasonable efforts to pay each Mitigation Payment within 10 business days of receipt of the relevant quarterly payment by Tribe to COUNTY under the Restated IMA, but no late penalties will be imposed on COUNTY if the Mitigation Payment is not made within 10 business days. Mitigation Payments to each DISTRICT are contingent upon the COUNTY's receipt of full mitigation payments from the Tribe.
3. The term of this Agreement is from the July 1, 2025 through June 30, 2027. In FY 26-27, payments to RANCHO ADOBE FIRE and ROHNERT PARK DPS will remain as specified in Paragraph 1; payments to SONOMA COUNTY FIRE will increase by Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area, consistent with the Restated IMA, as applied to the Total Mitigation Payment.

4. If RANCHO ADOBE FIRE is consolidated into SONOMA COUNTY FIRE, the Mitigation Payment otherwise owed to RANCHO ADOBE FIRE will be paid to SONOMA COUNTY FIRE beginning with the next quarterly payment due following consolidation.
5. DISTRICTS will use Mitigation Payments solely for mitigation of fire and emergency services impacts related to the Gaming Facility.
6. DISTRICTS agree to keep complete books and records on expenditures made with Mitigation Payments, and to make available and submit to audit by COUNTY all of DISTRICT'S books, records, and financial statements as they relate to the Mitigation Payments upon COUNTY'S request. DISTRICT shall return to COUNTY any Mitigation Payments that are deemed to not have been used to mitigate fire and emergency service related to the Gaming Facility within 10 business days of such determination by COUNTY in its sole discretion.
7. Indemnification:
 - a. DISTRICT agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including DISTRICT, that arise out of, pertain to, or related to DISTRICT's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT's obligations under this Section apply whether or not there is concurrent negligence on COUNTY's part, but to the extent required by law, excluding liability due to COUNTY's conduct. COUNTY shall have the right to select its legal counsel at DISTRICT's expense, subject to DISTRICT's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for DISTRICT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnification survives past the term of this Agreement.
8. Non-Discrimination: DISTRICT shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
9. Assignment/Delegation: DISTRICT shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

10. Merger: This writing is intended both as the final expression of the agreement between the PARTIES hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.
11. Termination: At any time, with cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to DISTRICT. In the event of such termination, COUNTY shall pay DISTRICT for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by DISTRICT bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by DISTRICT.
12. Conflict of Interest: DISTRICT covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. DISTRICT further covenants that in the performance of this contract no person having any such interest shall be employed.
13. Statutory Compliance: DISTRICT agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, DISTRICT expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
14. AIDS Discrimination: DISTRICT agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
15. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
16. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal

force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

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FIRE DISTRICT, RANCHO ADOBE FIRE PROTECTION DISTRICT, AND ROHNERT PARK
DEPARTMENT OF PUBLIC SAFETY FOR MITIGATION OF FIRE AND EMERGENCY SERVICE IMPACTS
ASSOCIATED WITH THE GRATON CASINO

COUNTY OF SONOMA

DATE: _____

County Executive, or designee,
authorized by the Chair, Board of Supervisors

SONOMA COUNTY FIRE DISTRICT

DATE: _____

Name

Signature

Title

RANCHO ADOBE FIRE PROTECTION DISTRICT

DATE: _____

Name

Signature

Title

ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY

DATE: _____

Name

Signature

Title

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COUNTY OF SONOMA

DATE: _____

County Executive, or designee,
authorized by the Chair, Board of Supervisors

SONOMA COUNTY FIRE DISTRICT

DATE: 4-14-26

Steve Kluck



Signature

President

Title

RANCHO ADOBE FIRE PROTECTION DISTRICT

DATE: _____

Name

Signature

Title

ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY

DATE: _____

Name

Signature

Title

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COUNTY OF SONOMA

DATE: _____

County Executive, or designee,
authorized by the Chair, Board of Supervisors

SONOMA COUNTY FIRE DISTRICT

DATE: _____

Name

Signature

Title

RANCHO ADOBE FIRE PROTECTION DISTRICT

DATE: Apr 22, 2026

Jeff Veliquette

Name


Signature
Fire Chief

Title

ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY

DATE: _____

Name

Signature

Title

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COUNTY OF SONOMA

DATE: _____

County Executive, or designee,
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SONOMA COUNTY FIRE DISTRICT

DATE: _____

Name

Signature

Title

RANCHO ADOBE FIRE PROTECTION DISTRICT

DATE: _____

Name

Signature

Title

ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY

DATE: 4-14-24

Tom Mattos

Name

Signature

Director of Public Safety

Title