

**FIRST AMENDMENT TO
LOCAL COOPERATION AGREEMENT FOR LOW INCOME INDIAN HOUSING**

This FIRST AMENDMENT TO LOCAL COOPERATION AGREEMENT FOR LOW INCOME HOUSING (“First Amendment”) is made and entered into between the Federated Indians of Graton Rancheria, a federally recognized Indian Tribe (“Tribe”) and the County of Sonoma (“County”), a political subdivision of the State of California, together referred to as the Parties.

RECITALS:

A. Whereas, the Parties hereto are parties to a Local Cooperation Agreement for Low Income Indian Housing dated July 25, 2017 (the “Agreement”), whereby certain properties owned by the Tribe in fee simple and located in the County may be exempted from taxation under specified conditions pursuant to the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. §4101 *et seq.* (“NAHASDA”) and Section 237 of the California Revenue and Taxation Code; and

B. Whereas, Exhibit A to the Agreement identifies the properties to which the Agreement applies; and

C. Whereas, the Tribe has acquired an additional property in fee simple for low-income Indian housing and the Parties desire that the Agreement apply to said property; and

D. Whereas, the Parties desire that the Agreement apply to other properties which the Tribe may acquire in the future in fee simple for low-income Indian housing.

NOW, THEREFORE, the Parties agree that the Agreement be amended effective upon the date of the last signature below as follows:

1. Section 1 of the Agreement is hereby deleted in its entirety and replaced by the following:

The recitals above are hereby made a part of this Agreement. This Agreement applies to the Property identified in Exhibit A to this Agreement, as may be amended from time to time, subject to the restrictions under Section D of the recitals, that are acquired in fee simple by the Tribe with NAHASDA funds and upon which property the Tribe has or will construct, own, or administer housing units for rent to low income households as defined in NAHASDA during the term of this Agreement (the “Property”).

2. Exhibit A to the Agreement is hereby deleted in its entirety and replaced by the following:

Exhibit A

Local Cooperation Agreement for Low Income Indian Housing

Property owned by the Federated Indians of Graton Rancheria subject to the Local Cooperation Agreement for Low Income Indian Housing entered into by the County of Sonoma and Federated Indians of Graton Rancheria:

1. 2786 Cumberland Street, Santa Rosa, California: APN 043-320-062-000
2. 2139 Onyx Way, Santa Rosa, California: APN 044-360-052-000
3. 5078 Country Club Drive, Rohnert Park, California: APN 160-113-043-000

3. Except as amended herein, the Agreement remains in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control.

4. This First Amendment may be executed in any number of counterparts, all of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. This First Amendment shall not become effective unless and until the following events have occurred:

- (i) This First Amendment has been approved by the County Board of Supervisors of the County, approved as to form by County Counsel and executed and delivered by the County; and
- (ii) This Agreement has been approved by the Tribal Council of the Tribe, approved as to form by legal counsel to the Tribe, and executed and delivered by the Tribe.

The effective date of this First Amendment shall be the date of the last signature or approval required under this section.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the effective date set forth above.

///

SONOMA COUNTY, CALIFORNIA

Date: _____, 2026

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM BY COUNTY
COUNSEL

Date: _____, 2026

By: _____
Luke Bowman
Deputy County Counsel

FEDERATED INDIANS OF GRATON RANCHERIA

Date: _____, 2026

By: _____
Greg Sarris
Chairperson

APPROVED AS TO FORM BY LEGAL
COUNSEL FOR THE TRIBE

Date: _____, 2026

By: _____
Jenny Y. Kim, Esq.
Maier Pfeffer Kim Geary & Cohen, LLP