

1 MAYER BROWN LLP
2 PHILIP RECHT (SBN 102540)
3 PRecht@mayerbrown.com
4 DANIEL D. QUEEN (SBN 292275)
5 DQueen@mayerbrown.com
6 ELLIA HIGUCHI (SBN 361523)
7 Ehiguchi@mayerbrown.com
8 333 South Grand Avenue 47th Floor
9 Los Angeles, California 90071-1503
10 Telephone: (213) 229-9500
11 Facsimile: (213) 625-0248

8 AVI M. KUPFER (SBN 309805)
9 AKupfer@mayerbrown.com
10 71 S Wacker Dr.
11 Chicago, IL 60606-4600
12 Telephone: (312) 782-0600
13 Facsimile: (312) 701-7711

12 *Attorneys for Petitioner and Plaintiff*
13 *Lytton Rancheria of California*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SOLANO**

17 LYTTON RANCHERIA OF CALIFORNIA, a
18 federally recognized tribe,
19 *Petitioner and Plaintiff,*

20 v.

21 CITY OF VALLEJO, a Municipal Corporation,
22 VALLEJO CITY COUNCIL, and DOES 1-25;
23 *Respondents and Defendants*

24 SCOTTS VALLEY BAND OF POMO
25 INDIANS OF CALIFORNIA, and ROES 1-25,
26 *Real Parties in Interest*

Case No.

**VERIFIED PETITION FOR WRIT OF
MANDATE AND COMPLAINT FOR
INJUNCTIVE AND ADMINISTRATIVE
AND DECLARATORY RELIEF**

**Environmental Law—CEQA (Public
Resources Code § 21167.1)**

**[Cortese-Knox-Hertzberg Local
Government Reorganization Act
(LAFCO Act) (Gov. Code § 56133);
Declaratory Relief; Injunctive Relief]**

1 **I. INTRODUCTION**

2 1. Petitioner and Plaintiff Lytton Rancheria of California (“Lytton” or “Petitioner”)
3 brings this action against Respondents and Defendants City of Vallejo and City Council (“City” or
4 “Respondents”) to challenge the City’s decision to rush approval of municipal services for a
5 temporary casino project without complying with the California Environmental Quality Act
6 (“CEQA”) and other state laws.

7 2. On April 14, 2026, Respondents approved a Memorandum of Understanding
8 (“MOU”) with the Scotts Valley Band of Pomo Indians of California (“Scotts Valley”) for the
9 provision of municipal services—including law-enforcement, firefighting, and water services—to
10 support a temporary casino on federal trust land. The City’s approval of the MOU violated CEQA
11 because the City failed to conduct any meaningful review of the significant environmental impacts
12 that may result from the provision of municipal services to support a gaming operation on 160 acres
13 of federal trust land.

14 3. The City also failed to meaningfully consult with tribes traditionally and culturally
15 affiliated with the project area before approving the MOU. (Pub. Resources Code, § 21080.3.1.)
16 Had the City conducted an environmental review and meaningfully consulted with affiliated tribes,
17 it would have uncovered that the proposed site for the temporary casino contains cultural resources
18 sacred to tribes affiliated with the area and that provision of municipal services threatens to harm
19 those resources.

20 4. The City attempted to avoid its obligations under CEQA by concluding, in a one-
21 paragraph analysis, that approval of the MOU was exempt from environmental review due to the
22 categorical exemptions specified in CEQA Guidelines sections 15303 and 15304. However, these
23 categorical exemptions do not apply to this project; and even if they did, CEQA’s “unusual
24 circumstances” exception would preclude their use.

25 5. The City’s analysis was deficient in other ways. For instance, the City improperly
26 relied on a federal environmental review previously conducted under the National Environmental
27 Policy Act (“NEPA”), even though the City itself criticized that review as inadequate and
28 acknowledged that it “[d]id not contain sufficient information or analysis to assess the

1 environmental impact of the project.” Further, the City improperly conducted piecemeal CEQA
2 review by focusing solely on the temporary casino facility and failing to consider the *entire* casino
3 project and its potential environmental impacts. And the City did not provide the public adequate
4 opportunity to provide comments or bother to consult with tribes that are affiliated with the project
5 area.

6 6. Beyond its failure to comply with CEQA, the City’s approval of the MOU also
7 violated the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Gov. Code
8 § 56000 *et seq.* (“LAFCO Act”), because the City agreed to extend municipal services to federal
9 trust land outside the City’s jurisdictional boundary without first obtaining approval from the Local
10 Agency Formation Commission (“LAFCO”) for Solano County.

11 7. By this Petition and Complaint, Petitioner seeks a writ of mandate directing the City
12 to set aside its approval of the MOU and its finding of CEQA exemption, a declaration that the
13 City’s actions violated CEQA and the LAFCO Act, injunctive relief preventing the City from
14 providing services under the MOU until it complies with the law, and an award of attorneys’ fees
15 and costs pursuant to Code of Civil Procedure section 1021.5.

16 **II. PARTIES**

17 8. Petitioner Lytton is a federally recognized tribe of Southern Pomo Indians based in
18 Sonoma County, California. Its offices are located at 1500 Falling Oak Way, Windsor, California
19 95492.

20 9. Lytton has over 300 members and operates the San Pablo Lytton Casino, a Class II
21 gaming facility located in San Pablo, California, approximately sixteen miles from the site of Scotts
22 Valley’s proposed casino project.

23 10. As a member of the public, Lytton has an interest in ensuring that the City complies
24 with CEQA and that the MOU approved by the City does not harm the environment.

25 11. Respondent and Defendant City of Vallejo is a municipal corporation organized and
26 existing under the laws of the State of California, located at 555 Santa Clara Street, Vallejo,
27 California 94590, within the County of Solano.

28

1 12. The City is a “public agency” and a “local agency” within the meaning of CEQA.
2 (Pub. Resources Code, §§ 21063, 21062.) Further, the City is the “lead agency” responsible for
3 providing municipal services to the temporary gaming facility. (*Id.*, § 21067.)

4 13. The City is also a “city” and a “local agency” within the meaning of the LAFCO
5 Act. (Gov. Code, §§ 56023, 56054.)

6 14. Respondent and Defendant Vallejo City Council is the legislative body of the City.
7 It is responsible for carrying out the Constitution and laws of the State of California and for
8 conforming the ordinances, regulations, policies, and actions of the City to the requirements of
9 local and state law.

10 15. Real Party in Interest Scotts Valley Band of Pomo Indians is a federally recognized
11 Indian tribe whose ancestral territory is near Clear Lake in Lake County, California, approximately
12 ninety miles from the proposed site of its casino. Scotts Valley’s offices are located at 804 11th
13 Street, Lakeport, CA 95453.

14 16. Petitioner is ignorant of the true names and capacities of Respondents sued herein
15 as Does 1 through 25, inclusive, and of Real Parties in Interest sued herein as Roes 1 through 25,
16 inclusive, and therefore sues these Respondents and Real Parties by such fictitious names.
17 Petitioner will amend this Petition and Complaint to allege their true names and capacities when
18 ascertained.

19 **III. JURISDICTION AND VENUE**

20 17. This Court has jurisdiction over this action pursuant to Code of Civil Procedure
21 sections 1085 and 1094.5 (writ of mandate), Code of Civil Procedure section 526a (injunctive
22 relief), Code of Civil Procedure section 1060 (declaratory relief), and Public Resources Code
23 sections 21168 and 21168.5 (judicial review of CEQA determinations by public agencies).

24 18. Venue is proper in the Superior Court of the County of Solano because the City of
25 Vallejo is situated within Solano County, the proposed site of Scotts Valley’s temporary casino is
26 located within Solano County, and the acts and omissions giving rise to this action occurred in
27 Solano County. (Code Civ. Proc., § 393, subd. (b); § 394.)
28

1 19. Petitioner has complied with Public Resources Code section 21167.5 by serving the
2 City with written notice of Petitioner’s intent to commence this action by mail. A copy of the notice
3 and proof of service thereof is attached hereto as Exhibit A.

4 20. Petitioner has complied with Public Resources Code section 21167.7 and Code of
5 Civil Procedure section 388 by furnishing a copy of this Petition to the Attorney General of the
6 State of California. A copy of the notice and proof of service thereof is attached hereto as Exhibit
7 B.

8 21. Petitioner has exhausted its administrative remedies by submitting written
9 comments to the City raising the legal deficiencies challenged herein prior to the City’s approval
10 of the MOU. Specifically, Lytton submitted detailed comment letters to the City Council dated
11 February 4, 2026 and April 14, 2026, which objected to the City’s proposed approval of the MOU
12 on CEQA and LAFCO Act grounds. The City Council did not respond to either of Lytton’s letters.

13 22. This action is timely filed within the applicable statutes of limitations. (Pub.
14 Resources Code, § 21167, subd. (d) (35 days for actions challenging CEQA exemption
15 determinations and 180 days of the City’s decision if no notice of exemption is filed)).

16 23. On information and belief, the City did not file a notice of exemption for its approval
17 of the MOU.

18 **IV. GENERAL ALLEGATIONS**

19 **A. Background on Petitioner Lytton**

20 24. Lytton is a Southern Pomo Indian tribe with over 300 adult members, based in
21 Sonoma County, California. In 1926, the federal government purchased land for homeless Indians
22 in Sonoma County. This land became the Lytton Rancheria, where Lytton members settled and
23 sustained themselves for decades.

24 25. In 1961, the federal government unjustly terminated the Lytton Rancheria and
25 ceased acknowledging Lytton as a tribe pursuant to the California Rancheria Termination Act. After
26 Lytton and other tribes sued the federal government, the government reinstated its recognition of
27 Lytton per the terms of a March 1991 stipulation entered into between Lytton, the United States,
28

1 and the County of Sonoma. The stipulation effectively prohibits Lytton from conducting gaming
2 on the Lytton Rancheria or the Alexander Valley in Sonoma County.

3 26. In 2001, pursuant to a federal statute, the United States acquired a 9.5-acre site in
4 San Pablo, California, to be held in trust for Lytton. Lytton thereafter converted an existing facility
5 in San Pablo into a Class II gaming facility—the San Pablo Lytton Casino—with support from
6 local public officials, including the City of San Pablo and the City’s congressional representative.

7 27. Lytton continues to operate the San Pablo Lytton Casino as a Class II casino with
8 approximately 1,580 electronically-assisted bingo devices. The San Pablo Lytton Casino is located
9 approximately sixteen miles from the site of Scotts Valley’s proposed casino project.

10 28. San Pablo Lytton Casino’s customer base draws largely from the North Bay region,
11 including Solano County. Lytton depends on revenue from its casino to provide housing for its
12 elders, education for its youth, healthcare services for all of its members, and the purchase,
13 development, and maintenance of property for Lytton’s homeland. The San Pablo Lytton Casino
14 employs over 500 individuals, contributes approximately 65% of the City of San Pablo’s operating
15 revenue, and is an economic pillar for nearby communities.

16 29. The federal government’s Environmental Assessment (“EA”) for Scotts Valley’s
17 proposed casino projected that the San Pablo Lytton Casino would experience a “sharp[] negative”
18 21% reduction in annual gaming revenue as a result of the project. The City’s approval of the MOU
19 constitutes the first step in facilitating this economic harm to Lytton by enabling the operation of
20 Scotts Valley’s temporary gaming facility.

21 **B. Background on Scotts Valley and the Proposed Casino Project**

22 30. Scotts Valley consists of Pomo Indians whose ancestral territory is near Clear Lake
23 in Lake County, California.

24 31. In 2016, Scotts Valley submitted an application to the U.S. Department of the
25 Interior (“DOI”) to acquire a parcel of land in the City of Vallejo into federal trust status under the
26 “restored lands” exception to the Indian Gaming Regulatory Act for the purpose of constructing a
27 casino project.

28

1 32. The permanent casino project includes a 614,000 square-foot, eight-story casino
2 with restaurants, bars, and a ballroom; a hotel with 211 guest rooms; twenty-four homes for tribal
3 members; an administration building; and a biological preserve, all on a 160-acre site in Vallejo.

4 33. On January 10, 2025, DOI issued a final decision approving that project, including
5 approval of a fee-to-trust transfer of 160 acres.

6 34. On March 27, 2025, DOI decided to temporarily rescind and reconsider its
7 determination that the proposed project site is eligible for gaming, citing concerns that materials
8 submitted during the review process had not been adequately considered.

9 35. On October 30, 2025, the U.S. District Court for the District of Columbia vacated
10 the rescission but upheld DOI’s reconsideration of the site’s gaming eligibility. The court cautioned
11 that Scotts Valley “would be ill-served by placing undue reliance” on the vacatur of the rescission
12 during DOI’s reconsideration process. (*Scotts Valley Band of Pomo Indians v. Burgum* (D.D.C.
13 2025) 808 F.Supp.3d 1, 28, *dismissed* (D.C. Cir. Jan. 27, 2026) 2026 WL 230024.)

14 36. In the course of its reconsideration, DOI likewise has warned Scotts Valley about
15 placing undue reliance on the vacatur and has reiterated that there are “questions about [Scotts
16 Valley’s] significant historical connection and temporal connection” to the area, which are
17 prerequisites under federal law for gaming on the parcel.

18 37. As of the filing of this Petition, DOI’s reconsideration of the gaming eligibility
19 determination remains ongoing. Lytton and other tribes have filed lawsuits in the U.S. District
20 Court for the District of Columbia challenging the January 10, 2025 trust acquisition and gaming
21 eligibility determination. Those cases are currently stayed while DOI conducts reconsideration
22 proceedings.

23 **C. The City’s Approval of the MOU**

24 **1. Scotts Valley initially hid the real purpose for the MOU**

25 38. On September 30, 2025, the Vallejo City Council authorized City staff to begin
26 negotiating an MOU with Scotts Valley to provide City services to a portion of the parcel where
27 Scotts Valley was constructing temporary structures.

28

1 39. City staff indicated that the negotiation extended only to an MOU “regarding the
2 interim development of *Tribal Offices*.”

3 40. In fact, one of the “risks” identified by Staff was that “[s]ome community members
4 may view the MOU as linked to the Tribe’s long-term development (*e.g.*, potential casino project),
5 although it applies only to temporary offices.”

6 41. On November 19, 2025, Scotts Valley notified the City Manager that, due to the
7 October 2025 federal court decision that vacated the rescission of gaming eligibility, it would
8 pursue gaming in the modular units previously planned for tribal offices.

9 42. In January 2026, despite warnings from the federal court and DOI that Scotts Valley
10 would be “ill-advised” to proceed, Scotts Valley announced plans to open a temporary casino on
11 the trust land by repurposing “two existing modular buildings on site to serve as the casino.”
12 According to Scotts Valley, that temporary operation would be a “preview” for its planned eight-
13 story, 160-acre hotel and casino project.¹

14 43. According to public reporting, the City Manager and Scotts Valley were not
15 transparent about Scotts Valley’s plan to open a temporary gaming facility as opposed to tribal
16 offices.² When the Vallejo Mayor learned about that plan, she expressed “deep concern,” stating
17 that she “ha[d] not been in communication with Scotts Valley about [the temporary facility]” and
18 had “maintained since the outset that [she] believe[d] the city should let the federal process play
19 out and remain neutral out of respect for that process.”³

20 44. On February 4, 2026, Lytton submitted a letter to the Vallejo City Council raising
21 concerns about the temporary gaming facility. In the letter, Lytton highlighted the City’s
22 obligations under CEQA should it provide services to the temporary facility, as well as the potential
23
24

25 ¹ Thomas Gase, *Scotts Valley Offers Teaser for Possible Vallejo Casino*, The Reporter (Jan.
26 3, 2026), <https://www.thereporter.com/2026/01/03/scotts-valley-offers-teaser-for-possible-vallejo-casino/>.

27 ² Thomas Gase, *Is Vallejo Casino Project in the right time ‘slot?’*, Times Herald Online (Dec.
28 10, 2025), <https://www.timesheraldonline.com/2025/12/10/is-vallejo-casino-project-in-the-right-time-slot/>.

³ *Ibid.*

1 for significant environmental, economic, and cultural harm as a result. The City did not respond to
2 Lytton’s letter.

3 **2. The City’s MOU Agenda Packet contained no environmental review**

4 45. On April 8, 2026, and with no warning to Lytton or any other member of the public,
5 the City posted a 331-page “Agenda Packet” for an imminent Council meeting that included an
6 agenda item to approve an MOU with Scotts Valley. An excerpted copy of the Agenda Packet that
7 includes a staff report, the draft MOU, and a draft resolution adopting the MOU is attached hereto
8 as Exhibit C.

9 46. The MOU is a “formal agreement . . . for the City to provide Temporary Services to
10 the Temporary Development” which “will remain in effect for a period of three (3) years.” (MOU
11 §§ 1.2, 3.5(a).) Under the MOU, the Vallejo Police Department “will provide temporary law
12 enforcement services,” including staffing of one fully loaded Police Officer. (*Id.* § 2.1.1.) Similarly,
13 the Vallejo Fire Department “will provide temporary fire services,” including permit review,
14 compliance inspections, and emergency response. (*Id.* § 2.1.2.) Among the “services and activities
15 to be provided” (*id.* § 2.1), the MOU lists water services, including connection to the City’s
16 municipal water system and ongoing water supply. (*Id.* § 2.1.3.) And the MOU provides that the
17 parties “are contractually agreeing to” “permits and approvals described herein.” (*Id.* § 6.1.) For
18 example, “any excavation or encroachment permit” Scotts Valley “previously applied for . . . shall
19 be deemed to satisfy the applicable permit requirement under this MOU.” (*Id.* § 2.1.4(g).) The
20 MOU provides that the City will have “no further obligations to provide Temporary Services or
21 Improvements to Temporary Development,” but only if either party terminates the MOU first. (*Id.*
22 § 2.2(b).) The proposed mitigation payments under the MOU total \$602,000 in the first year and
23 \$502,000 per year thereafter. The MOU provides that Scotts Valley’s “financial mitigation
24 payments associated with police or fire personnel staffing shall be automatically suspended during
25 any period in which . . . a determination by the United States Department of Interior or other federal
26 authority that the Tribal Property is not eligible for gaming under the Indian Gaming Regulatory
27 Act.” (MOU § 2.2(b).)

1 47. The staff report found the MOU exempt from CEQA under California Code of
2 Regulations, title 14, Sections 15303 and 15304. The entire “Environmental Review” section of the
3 agenda packet consisted of a single paragraph asserting that impacts would be “negligible” based
4 on the absence of environmentally sensitive areas, tree removal, or sloped construction.

5 48. The draft resolution also found that the MOU was exempt under California Code of
6 Regulations, title 14, Sections 15303 and 15304. Specifically, the draft resolution stated as follows:
7 “the City Council does hereby find that entering into the MOU and consenting to the approval of
8 the Encroachment Permit, is exempt” from CEQA.

9 49. The draft resolution otherwise included the same single “environmental review”
10 paragraph from the staff report. The City’s environmental review did not analyze any potentially
11 significant environmental impacts from the provision of municipal services to the temporary
12 gaming facility, including but not limited to impacts on air quality, noise, light pollution, traffic,
13 water demand, and public services.

14 50. The City acknowledged in the staff report that it had yet to analyze the impacts of
15 the temporary facility on traffic conditions, noting a forthcoming “traffic study to augment the prior
16 study that was not thorough enough to mitigate City of Vallejo impacts for the larger casino
17 project.”

18 51. The “environmental review” paragraph in the staff report, the draft MOU, and the
19 draft resolution also suggested that the City need not conduct CEQA review because the MOU
20 concerns “a smaller temporary use of the federal trust property for which a Larger Casino
21 development project was reviewed pursuant to the National Environmental Policy Act (NEPA)”
22 and because “an EA” for the larger casino “was previously adopted by the Secretary of the Interior.”

23 52. Yet the City’s August 22, 2024 comments on the federal EA for the casino project
24 took the position that the EA “does not contain sufficient information or analysis to assess the
25 environmental impact of the project” and that “the EA does not contain specific and quantifiable
26 mitigation measures.” The City requested that the Bureau of Indian Affairs (“BIA”) prepare a full
27 Environmental Impact Statement, which BIA never did. Among other things, the City criticized the
28 EA’s evaluation of impacts to water resources and biological resources, consideration of hazardous

1 materials, methodology, and mitigation measures. The City also noted that the surrounding area
2 contains “sensitive habitats” and freshwater marshlands. Further, the City questioned the EA’s
3 reliance on “studies yet to be prepared” and “vague” mitigation measures for which there was “no
4 [implementation] timeline.”

5 53. In the Agenda Packet, the City relied on precisely the same approach—vague,
6 deferred studies and mitigation measures—that it previously criticized as inadequate.

7 54. In addition, the Vallejo Flood and Wastewater District (“VFWD”) submitted
8 separate EA comments arguing that “additional environmental analysis is necessary to provide
9 mitigation sufficient to serve the project.” VFWD noted that the EA did not account for existing
10 conditions that could “result in potential sewer spills in the collection system” or the risk of
11 “downstream localized flooding conditions,” and did not provide methods to prevent trash from
12 entering waterways.

13 55. Moreover, the EA did not analyze the impacts from providing City services to a
14 temporary gaming facility in modular trailers or consider the specific impacts of providing water
15 hookup, law enforcement, and firefighting services to the temporary casino facility.

16 56. Further, pursuant to CEQA, the City was required to meaningfully consult with
17 tribes traditionally and culturally affiliated with the project area that have requested consultation
18 prior to approving the MOU. (Pub. Resources Code, § 21080.3.1.) CEQA provides that “[a] project
19 with an effect that may cause a substantial adverse change in the significance of a tribal cultural
20 resource is a project that may have a significant effect on the environment.” (Pub. Resources Code,
21 § 21084.2.)

22 57. On information and belief, the City failed to meaningfully consult with tribes
23 traditionally and culturally affiliated with the project area that have requested consultation
24 regarding the potential impacts of the MOU on tribal cultural resources, despite receiving letters
25 raising concerns about the MOU’s potential impacts on tribal cultural resources. Further,
26 perfunctory or one-sided “consultation” with interested tribes is insufficient to meet CEQA’s
27 requirements. (*Koi Nation of N. Cal. v. City of Clearlake* (2025) 109 Cal.App.5th 815, 842.) The
28

1 City's failure to affirmatively and meaningfully consult independently violated CEQA. (See *id.*
2 (holding that violation of CEQA's tribal consultation requirement is a distinct claim under CEQA).)

3 **3. The City approved the MOU without additional environmental review**
4 **or a meaningful opportunity to comment on modifications**

5 58. Lytton had only six days to submit comments on the Agenda Packet because the
6 City scheduled a meeting for April 14, 2026 to approve the MOU. That day, Lytton sent a
7 supplemental comment letter raising additional objections based on the contents of the Agenda
8 Packet, and it warned that the City's approval would violate both CEQA and the LAFCO Act.

9 59. At the April 14 meeting, Lytton and other members of the community voiced
10 concerns about the MOU. Lytton's outside counsel identified multiple legal deficiencies in the
11 City's proposed approval, including the inapplicability of the categorical exemptions cited by the
12 City and the federal NEPA review, the absence of any meaningful environmental analysis, the
13 City's violation of CEQA's anti-segmentation rule, and the City's failure to obtain LAFCO
14 approval for the provision of services outside its jurisdictional boundary.⁴

15 60. Yocha Dehe Wintun Nation Chairman Anthony Roberts explained that the "item
16 was added to [the City's] agenda without notice" "[t]o parties that the city knows have an interest
17 in this project," and that "a significant volume of documents was released with only a couple of
18 days for review." City Council Meeting 1:58:20-1:58:46.

19 61. Council Member Tonia Lediju, who ultimately voted against the MOU, likewise
20 expressed concern that the City was acting "without the full picture and without safeguards if
21 conditions change." *Id.* at 3:12:30-3:12:37. Council Member Lediju further observed that the City's
22 "consultants make clear that the current analysis is preliminary and based on limited data, with key
23 impacts unresolved including traffic, infrastructure, and broader system effects." *Id.* at 3:10:18-
24 3:10:33.

25 62. Similarly, the Mayor requested that the public record be "clarified and corrected"
26 with respect to "precisely when the city staff learned that the tribe intended to construct modular
27

28 ⁴ City of Vallejo, City Council Meeting 1:43:25-1:44:24 (Apr. 14, 2026) ("City Council Meeting"), <https://vallejoca.portal.civicclerk.com/event/7649/media>.

1 offices,” “[w]hen the MOU negotiations began,” and “when city staff first learned the tribe intended
2 to install gaming machines instead of tribal offices.” *Id.* at 2:52:17-2:52:44.

3 63. The Assistant City Manager confirmed that the City Council approved negotiation
4 of the MOU on September 30, 2025—almost two months *before* Scotts Valley notified the City on
5 November 19, 2025 that it planned to open a temporary gaming facility. *Id.* at 2:55:10-2:55:17.

6 64. For its part, outside counsel for Scotts Valley stated that “even if there is a negative
7 decision,” by DOI on its gaming eligibility, “the tribe bears the risk” of the cost of the temporary
8 casino. *Id.* at 2:18:40-2:18:45. But the MOU in fact allows Scotts Valley to “automatically
9 suspend[]” “financial mitigation payments” to the city if DOI or a federal court determines that the
10 parcel on which the temporary casino will be built is not gaming-eligible. (MOU § 2.2(b).)

11 65. After public comments, the City Council made oral amendments to the draft
12 MOU—including new terms regarding community engagement, a 15% local hiring requirement,
13 and a contribution toward the White Slough cleanup—none of which had been subject to any
14 environmental review or public comment. City Council Meeting 3:43:30.

15 66. There was no opportunity for Lytton or other members of the public to comment on
16 the oral amendments. Rather, immediately after the oral amendments were proposed, the City
17 Council voted 4-2 to approve a resolution adopting the amended MOU. *Id.* at 3:44:40-3:45:00.

18 **FIRST CAUSE OF ACTION**

19 **Violation of the California Environmental Quality Act (Pub. Resources Code, 20 § 21000 *et seq.*) (Against City of Vallejo, Vallejo City Council, and Does 1-20)**

21 67. Petitioner realleges and incorporates by reference each and every allegation set forth
22 in Paragraphs 1 through 66 above as though fully set forth herein.

23 68. CEQA requires every public agency to prepare and certify an Environmental Impact
24 Report (“EIR”), or an appropriate substitute, prior to the approval of any non-exempt discretionary
25 “project” if it may be “fairly argued,” based on substantial evidence before the agency, that the
26 project may have a “significant effect on the environment.” (Pub. Resources Code, §§ 21065,
27 21080, 21100, 21151; *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 128.)
28

1 69. The MOU is a discretionary project because providing services to the temporary
2 gaming site requires judgment and deliberation by the City. Now that it has been signed, the MOU
3 binds the City to provide or permit certain services. (See, *e.g.*, MOU §§ 2.1, 2.1.1, 2.1.2 (City “will
4 provide temporary law enforcement services” and “temporary fire services” and water services will
5 “be provided”).) The MOU commits the City to a definite course of action—namely, the provision
6 of law enforcement, firefighting, and water services to support Scotts Valley’s temporary gaming
7 facility on federal trust land.

8 70. In addition, the MOU itself purports to approve an “Encroachment Permit” and
9 excuse the permit from CEQA compliance. (MOU § 6.4.) The City’s attempt to conduct CEQA
10 review on a permit-by-permit basis consists of improper piecemealing, and also violates CEQA’s
11 purpose of promoting transparency—as the reference to the “Encroachment Permit” is missing
12 from the environmental review of the staff report.

13 71. The MOU is a discretionary approval subject to CEQA. (See, *e.g.*, *Cnty. of Amador*
14 *v. City of Plymouth* (2007) 149 Cal.App.4th 1089, 1104.) Yet the City’s analysis fails to satisfy
15 CEQA in multiple respects: the City invoked categorical exemptions that are inapplicable to the
16 provision of municipal services for a casino, attempted to rely on an inapplicable federal NEPA
17 review that the City itself has criticized as inadequate, issued a conclusory finding of “negligible”
18 impacts unsupported by the evidence, and improperly piecemealed its environmental review by
19 separating the temporary casino from the rest of Scotts Valley’s gaming project. Accordingly,
20 Petitioner seeks a writ of mandate directing Respondents to set aside the MOU and refrain from
21 taking any actions to implement the MOU on the grounds that it is inconsistent with CEQA, among
22 other defects alleged herein.

23 **A. The City Cannot Rely On Categorical Exemptions**

24 72. The City concluded that the MOU was exempt from CEQA review pursuant to
25 CEQA Guidelines sections 15303 and 15304. Neither exemption applies to the City’s action.

26 73. Section 15303 provides a categorical exemption for “construction and location of
27 limited numbers of new, small facilities or structures,” “installation of small new equipment and
28

1 facilities in small structures,” and “the conversion of existing small structures from one use to
2 another where only minor modifications are made.” (Cal. Code Regs., tit. 14, § 15303.)

3 74. The MOU does not concern the approval of small-scale construction or equipment-
4 installation projects. Rather, it commits the City to providing ongoing municipal services—law
5 enforcement, firefighting, and water—to existing structures on federal trust land. These
6 commitments are not the type of minor construction activities contemplated by Section 15303.

7 75. For similar reasons, the Section 15304 categorical exemption for minor alterations
8 to land is inapplicable. That exemption concerns government actions such as “[n]ew gardening or
9 landscaping,” “[m]inor trenching and backfilling where the surface is restored,” and “[m]inor
10 temporary use of land having negligible or no permanent effects on the environment.” (Cal. Code
11 Regs., tit. 14, § 15304.) The MOU does not propose to alter land; it requires the City to provide
12 ongoing municipal services to existing facilities. The provision of those services is a separate
13 agency action whose impacts—including air quality impacts, noise impacts, light pollution,
14 increased water demand, and pressure on public services—must be evaluated under CEQA.

15 76. The City’s selection of these categorical exemptions was also inappropriate because
16 the City impermissibly relied on mitigation measures to support the exemptions. (*Salmon*
17 *Protection & Watershed Network v. County of Marin* (2004) 125 Cal.App.4th 1098, 1102 (“If a
18 project may have a significant effect on the environment, CEQA review must occur and only then
19 are mitigation measures relevant.”).) Specifically, the City cited past and pending environmental
20 analyses that relied on mitigation measures to support their conclusions, including BIA’s EA and
21 incomplete impact studies that Scotts Valley is funding. The fact that the project involves
22 substantial mitigation demonstrates that reliance on categorical exemptions is erroneous. And
23 again, the City’s reliance on the BIA’s mitigation measures is inconsistent with the City’s prior
24 position that BIA’s EA was inadequate.

25 77. Even if the categorical exemptions could otherwise apply—which they cannot—
26 CEQA provides that “[a] categorical exemption shall not be used for an activity where there is a
27 reasonable possibility that the activity will have a significant effect on the environment due to
28

1 unusual circumstances.” (Cal. Code Regs., tit. 14, § 15300.2(c); see also *Berkeley Hillside*
2 *Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086, 1103-05.)

3 78. The provision of municipal services to support a temporary casino facility on federal
4 trust land presents unusual circumstances. (See *Voices for Rural Living v. El Dorado Irrigation*
5 *Dist.* (2012) 209 Cal.App.4th 1096, 1104, 1110 (finding that providing water for a casino
6 constituted unusual circumstances, and holding that “modifying and relocating a water meter and a
7 pipeline for a casino and hotel development greatly differs from doing the same for a single family
8 residence, the type of project covered by [this] exemption”).)

9 79. There is a reasonable possibility that the provision of City services to the temporary
10 gaming facility will have a significant effect on the environment. The City itself acknowledged
11 potential impacts on public safety services, traffic, noise and light impacts, water supply, and other
12 environmental resources, and estimated that mitigation costs alone would exceed \$600,000 in the
13 first year.

14 **B. The City Cannot Rely on BIA’s EA**

15 80. The Agenda Packet suggests that the City need not conduct CEQA review because
16 the project is “a smaller temporary use of the federal trust property for which a Larger Casino
17 development project was reviewed pursuant to the National Environmental Policy Act (NEPA) and
18 for which an Environmental Assessment was previously adopted by the Secretary of the Interior.”
19 That is wrong as a matter of law.

20 81. The existence of NEPA analysis “does not eliminate the responsibility of the [City]
21 to ensure compliance with CEQA.” (*Nelson v. County of Kern* (2010) 190 Cal.App.4th 252, 279.)
22 CEQA “contemplates there will be projects in which both CEQA and NEPA apply and it
23 specifically provides for such occasions by setting forth various means of cooperation while at the
24 same time ensuring that CEQA’s standards are satisfied.” (*Id.* at 278.)

25 82. BIA prepared an EA in December 2024 to analyze the environmental effects of
26 Scotts Valley’s proposed permanent casino and housing project. The EA did not analyze the
27 impacts from providing City services to a temporary gaming facility in modular trailers or consider
28

1 the specific impacts of temporarily providing water hookup, law enforcement, and firefighting
2 services before permanent infrastructure is constructed.

3 83. Further, the City’s own comments on the EA demonstrate that it does not “believe[]
4 that the federal document meets the requirements of CEQA.” (*Nelson, supra*, 190 Cal.App.4th at
5 280.) In its comments, the City took the position that the EA “does not contain sufficient
6 information or analysis to assess the environmental impact of the project” and that “the EA does
7 not contain specific and quantifiable mitigation measures.” Having previously taken the position
8 that BIA’s EA was inadequate to assess environmental impacts from Scotts Valley’s casino project,
9 the City cannot reverse course without explanation.

10 **C. The City’s “Negligible Impact” Finding Is Unsupported**

11 84. The City’s environmental review paragraph in the Agenda Packet is woefully
12 inadequate. It provides no evidence, much less substantial evidence, that the impacts from the MOU
13 services will be negligible. Under CEQA, an agency’s determination that environmental impacts
14 will be “negligible” must be supported by substantial evidence. (*Save Our Schools v. Barstow*
15 *Unified School Dist. Bd. of Educ.* (2015) 240 Cal.App.4th 128, 141.)

16 85. The City failed to analyze the following potentially significant environmental
17 impacts, among others:

- 18 a. **Air Quality Impacts.** Emergency vehicle traffic to and from the site will generate
19 air emissions. The City did not quantify or analyze these emissions.
 - 20 b. **Noise Impacts.** Emergency vehicle sirens and other response activities, as well as
21 construction to connect water, will generate noise that will impact the surrounding
22 area. No noise analysis was prepared.
 - 23 c. **Traffic.** The City acknowledged that it had yet to analyze the impacts of the
24 temporary casino on traffic conditions.
 - 25 d. **Increased Water Demand.** The City committed to providing water service to the
26 temporary casino without evaluating whether this additional demand may strain
27 water supply resources.
- 28

1 e. **Pressure on Public Services.** The City estimated public safety impacts requiring
2 mitigation payments of approximately \$602,000 in year one and \$502,000 per year
3 thereafter.

4 f. **Light Pollution.** Emergency vehicles will generate light that will impact the
5 surrounding area. No light analysis was prepared.

6 86. Even if the City is correct that the MOU does not impact environmentally sensitive
7 areas, tree removal, and sloped construction, that is immaterial to the question of whether the
8 agency actions the MOU contemplates may impact the environment—a question the City did not
9 even attempt to answer. The conclusory paragraph in the Agenda Packet does not come close to
10 satisfying CEQA’s requirement of meaningful environmental review. (See *Bozung v. Local Agency*
11 *Formation Com.* (1975) 13 Cal.3d 263, 283 (“The purpose of CEQA is not to generate paper, but
12 to compel government at all levels to make decisions with environmental consequences in mind.”))

13 **D. The City Improperly Piecemealed Its Environmental Review**

14 87. CEQA requires the City to analyze the potential impacts from the “whole” project
15 under contemplation—all City approvals and services for Scotts Valley’s contemplated casino
16 operations, including both temporary and permanent operations. Under CEQA, a “project” means
17 “the whole of an action,” and “a proponent or a public agency [cannot] avoid[] CEQA requirements
18 by dividing a project into smaller components which, when considered separately, may not have a
19 significant environmental effect.” (*Nelson, supra*, 190 Cal.App.4th at 270–71.)

20 88. The Agenda Packet itself acknowledges that the temporary casino is an integrated
21 part of the broader casino project. The Agenda Packet discusses the “status of impact analysis for
22 larger casino project,” and notes that the temporary facility may “expand[] into a larger permanent
23 location.”

24 89. The City violated CEQA by separating into multiple, piecemeal analyses the
25 environmental review of impacts from the provision of municipal services for Scotts Valley’s
26 casino project. CEQA requires the City to analyze the potential environmental impacts from its
27 actions relating to the full project in a single review document.

28

1 **SECOND CAUSE OF ACTION**

2 **Violation of the Cortese-Knox-Hertzberg Local Government Reorganization Act**
3 **(LAFCO Act) (Gov. Code § 56133) (Against City of Vallejo, Vallejo City Council,**
4 **and Does 1-20)**

5 90. Petitioner realleges and incorporates by reference each and every allegation set forth
6 in Paragraphs 1 through 89 above as though fully set forth herein.

7 91. The adoption of the MOU contravenes the LAFCO Act and is therefore unlawful
8 and *ultra vires*. Accordingly, Petitioner seeks a writ of mandate directing Respondents to set aside
9 the MOU and refrain from taking any actions to implement the MOU on the grounds that it is
10 inconsistent with the LAFCO Act, among other defects alleged herein.

11 92. The LAFCO Act provides that a city “may provide new or extended services by
12 contract or agreement outside its jurisdictional boundary only if it first requests and receives written
13 approval from the commission of the county in which the affected territory is located.” (Gov. Code,
14 § 56133, subd. (a).)

15 93. LAFCOs are administrative bodies within each county that oversee urban
16 development. The Legislature has vested LAFCOs with the sole and exclusive authority to approve
17 certain extensions of services outside city boundaries. (Gov. Code, §§ 56100, 56375, subd. (a)(1).)

18 94. Scotts Valley’s temporary casino is located on land held in trust by the federal
19 government outside the City of Vallejo’s “jurisdictional boundary” within the meaning of the
20 LAFCO Act. The federal government’s acquisition of the proposed project site into trust status
21 removed the land from the City’s jurisdiction. (Cf. *Club One Casino, Inc. v. Bernhardt* (9th Cir.
22 2020) 959 F.3d 1142, 1149–50 (“[T]he federal government confers tribal jurisdiction over lands it
23 acquires in trust for the benefit of tribes as a matter of law.”).) The City itself recognizes that the
24 trust land is not within “City boundaries.” BIA likewise has explained that the land is not “under
25 the jurisdiction of the City.”

26 95. Because the trust land is outside the City’s jurisdictional boundary, the City was
27 required to request and receive written approval from the Solano LAFCO before agreeing to
28 provide new or extended services to the site pursuant to the MOU. (Gov. Code, § 56133.)

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Dated: May 1, 2026

MAYER BROWN LLP

By: 
Daniel D. Queen

Attorneys for Petitioner and Plaintiff
Lytton Rancheria of California

VERIFICATION

1
2 I, Andy Mejia, am the Chairperson of the Lytton Rancheria of California, Petitioner and
3 Plaintiff in the above-entitled action. I am authorized to make this verification on behalf of Lytton.
4 I have read the foregoing Verified Petition for Writ of Mandate and Complaint for Declaratory and
5 Injunctive Relief and know the contents thereof. The matters stated therein are true of my own
6 knowledge, except as to those matters which are stated on information and belief, and as to those
7 matters, I believe them to be true.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. On that basis, and to the best of my knowledge and ability, I declare under
10 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11 Executed on May 1st, 2026 at Windsor, California.

12
13 
14 _____
[Signature]

EXHIBIT A

May 1, 2026

VIA E-MAIL AND U.S. MAIL

Dawn Abrahamson
City Clerk
555 Santa Clara Street, Third Floor
Vallejo, California 94590
dawn.abrahamson@cityofvallejo.net

Daniel D. Queen

Partner

T: +1 213 229 5147

DQueen@mayerbrown.com

Re: Notice of Commencement of Litigation Re MOU

Ms. Abrahamson:

This letter is to notify you that on May 1, 2026, Lytton Rancheria of California plans to file suit against the City of Vallejo (the “City”) for failure to observe the requirements of the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, and other state law in the administrative process that culminated in the City’s decision on April 14, 2026 to approve a Memorandum of Understanding with the Scotts Valley Band of Pomo Indians of California for the provision of municipal services to support a temporary casino on federal trust land. This notice is given pursuant to Public Resources Code section 21167.5.

Very truly yours,



Daniel D. Queen

1 **PROOF OF SERVICE**

2 I, Cassandra Valdovinos, declare:

3 I am employed in Los Angeles County, California. I am over the age of eighteen years
4 and not a party to the within-entitled action. My business address is Mayer Brown LLP, 333
5 South Grand Avenue, 47th Floor, Los Angeles, California 90071-1503. On May 1, 2026, I
6 served a copy of the within document(s):

7 **NOTICE OF COMMENCEMENT OF LITIGATION RE MOU**

- 8 by placing the document(s) listed above in a sealed envelope with postage thereon
9 fully prepaid, in the United States mail at Los Angeles, California addressed as set
10 forth below.
- 11 by transmitting via e-mail or electronic transmission the document(s) listed above
12 to the person(s) at the e-mail address(es) set forth below.

13 Dawn Abrahamson
14 City Clerk
15 555 Santa Clara Street, Third Floor,
16 Vallejo, California 94590
17 dawn.abrahamson@cityofvallejo.net

18 I am readily familiar with the firm’s practice of collection and processing correspondence
19 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
20 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
21 motion of the party served, service is presumed invalid if postal cancellation date or postage
22 meter date is more than one day after date of deposit for mailing in affidavit.

23 I declare under penalty of perjury under the laws of the State of California that the above
24 is true and correct.

25 Executed on May 1, 2026, at Los Angeles, California.

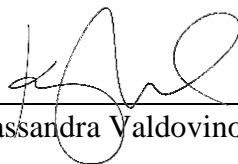
26 
27 _____
28 Cassandra Valdovinos

EXHIBIT B

May 1, 2026

VIA E-MAIL AND U.S. MAIL

Robert Bonta
Attorney General
CEQA Coordinator
Office of the Attorney General
Environment Section
1300 I Street
Sacramento, CA 95814-2919
Email: CEQA@doj.ca.gov

Daniel D. Queen
Partner
T: +1 213 229 5147
DQueen@mayerbrown.com

Re: Notice of Filing CEQA Litigation (*Lytton
Rancheria of California v. City of Vallejo*)

Honorable Attorney General:

Please find attached a copy of the Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief (“Petition”) filed challenging the City of Vallejo’s circumvention of the requirements of the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, and other state law in approving a Memorandum of Understanding with the Scotts Valley Band of Pomo Indians of California for the provisions of municipal services to support a temporary casino on federal trust land.

The Petition is being provided pursuant to the notice provisions of the Public Resources Code.

Very truly yours,



Daniel D. Queen

1 **PROOF OF SERVICE**

2 I, Kassandra Valdovinos, declare:

3 I am employed in Los Angeles County, California. I am over the age of eighteen years
4 and not a party to the within-entitled action. My business address is Mayer Brown LLP, 333
5 South Grand Avenue, 47th Floor, Los Angeles, California 90071-1503. On May 1, 2026, I
6 served a copy of the within document(s):

7 **NOTICE OF FILING CEQA LITIGATION**


- 8 by placing the document(s) listed above in a sealed envelope with postage thereon
9 fully prepaid, in the United States mail at Los Angeles, California addressed as set
10 forth below.
- 11 by transmitting via e-mail or electronic transmission the document(s) listed above
12 to the person(s) at the e-mail address(es) set forth below.

13 Robert Bonta
14 Attorney General
15 CEQA Coordinator
16 Office of the Attorney General
17 Environmental Section
18 1300 I Street
19 Sacramento, CA 95814-2919
20 Email: CEQA@doj.ca.gov

21 I am readily familiar with the firm’s practice of collection and processing correspondence
22 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
23 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
24 motion of the party served, service is presumed invalid if postal cancellation date or postage
25 meter date is more than one day after date of deposit for mailing in affidavit.

26 I declare under penalty of perjury under the laws of the State of California that the above
27 is true and correct.

28 Executed on May 1, 2026, at Los Angeles, California.



Kassandra Valdovinos

EXHIBIT C



DATE: April 14, 2026
TO: Mayor and Members of the City Council
FROM: Gillian Haen, Assistant City Manager
SUBJECT: **ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304**

RECOMMENDATION

Adopt a resolution approving a draft Memorandum of Understanding (MOU) between the City of Vallejo (City) and Scotts Valley Band of Pomo Indians (Tribe) for temporary City Services for temporary Tribal development, authorize the City Manager to execute same, and finding such actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15303 and 15304.

REASONS FOR RECOMMENDATION

The Tribe approached the City regarding entering into an MOU with the City to provide Temporary Services (police, fire and water) and agreeing to a process for the issuance of an encroachment permit for utilities to support interim development activities on the Tribal trust land located within the City of Vallejo. City Council provided direction to staff to negotiate a MOU regarding the provision of Temporary Services to the Temporary Development. The original request included the development of Temporary Tribal Offices. Subsequently, the Tribe adjusted the request to include the use of the temporary modular buildings for tribal gaming activities under federal law and has since requested the original office uses as well. Staff have analyzed the potential impacts of the requested services and find that the City has capacity to serve the limited temporary use, provided that certain mitigations are implemented.

BACKGROUND AND DISCUSSION

Background

In 2016, the Scotts Valley Band of Pomo Indians (Tribe) submitted a request to the Secretary of the U.S. Department of the Interior to acquire land in Vallejo into federal trust as its restored lands, for the benefit of the Tribe and in support of a proposed casino and tribal homeland project. In the years that followed, Tribal officials met with members of the City Council and City staff during the mayoral administrations of Osby Davis and Bob Sampayan to discuss the Tribe's plans.

In July 2024, following eight years of federal review and litigation, the Bureau of Indian Affairs (BIA) of the Department of the Interior prepared an Environmental Assessment (EA) to analyze the potential environmental consequences of the Tribe's proposed Casino and Tribal Housing Project, which included the acquisition by the BIA of a 160- acre property into federal trust status for the benefit of the Tribe for gaming purposes (the Tribal Property). The Tribal Property was taken into federal trust on January 10, 2025, and the Tribe announced its intention to develop a casino facility, Tribal housing, a Tribal administration building, and associated parking and infrastructure on the Project Site (Proposed Project). The federal actions necessary to implement the Proposed Project triggered the requirements of the National Environmental Policy Act (NEPA).

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

For the purpose of the Environmental Assessment (EA) under NEPA, the BIA is the Lead Agency and the City of Vallejo is a Responsible Agency.

The Tribal Property consists of four parcels (Assessor Parcel Numbers 0182010010, 0182020020, 0182020080, 0182020010) within the City of Vallejo in Solano County, California. The Tribal Property is bordered by I-80 to the west; Columbus Parkway and commercial development to the south; undeveloped land to the north; and undeveloped land, a City water tank, electrical substation, and Vallejo Fire Station #27 to the east. The Tribal Property is undeveloped except for several unpaved ranch roads and the Temporary Development which is the subject of the Memorandum of Understanding being considered this evening. Note, the Tribal Property previously included a former horse boarding facility which was demolished in 2025.

On July 8, 2024, the BIA circulated the NEPA EA for public review. The City of Vallejo analyzed the NEPA EA document and submitted comments to the BIA on August 22, 2024 addressing potential impacts of the contemplated casino and housing project on the City. City staff also participated in the public hearing on the document on July 23, 2024.

Prior to the City submitting its comment letter, the Tribe reached out to City staff to discuss the potential impacts on the City of Vallejo. The Tribe offered to engage with the City to further study and analyze the potential impacts of the Proposed Casino and Housing Project and discuss potential mitigation measures for the potential impacts on the City. City Council authorized staff to begin analyzing impacts with expert consultants and to negotiate a Cooperative Agreement to memorialize the next steps for the City's involvement.

On November 19, 2024, the City and the Tribe entered into a Cooperative Agreement that formalized the Parties' commitment to initiating discussions and establishing a foundational framework for cooperative dialog on matters of shared interest relating to the Proposed Casino and Housing Project and the Tribal Property. In late 2024, the Tribe's General Council and Tribal Council approved the Cooperative Agreement via their own resolutions including limited waiver of sovereign immunity for enforcement of the Agreement. Immediately upon the execution of this Cooperative Agreement, the Parties commenced diligent and good faith negotiations to finalize, approve, execute and deliver an Intergovernmental Agreement. The Intergovernmental Agreement would provide binding and enforceable mitigations of potentially significant environmental effects of the Proposed Casino and Housing Project, including but not limited to:

Water Infrastructure, Easements, Capacity and Supply: Design, connection, and expansion of water services to support the Proposed Project and Project Site's development, including any necessary easements, infrastructure, necessary supply, and capacity expansion.

Sewer, Wastewater and Stormwater: Coordinating with the Vallejo Flood and Wastewater District and the City on the establishment of appropriate easements and infrastructure necessary for wastewater and stormwater services and capacity, therefore.

Vehicle and Emergency Access: Ensuring adequate access to the Proposed Project and Project Site for vehicles, including emergency services, to maintain public safety and facilitate emergency response.

Transportation Infrastructure and Capacity: Design, planning and construction of necessary infrastructure for traffic and transportation to address both local and regional impacts.

Public Safety Services: Identifying service level capacity necessary for law enforcement, fire protection, and

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

emergency medical services to be provided in connection with the proposed Project impacts.

Social Impacts: Identifying adequate measures to address social impacts resulting from the Proposed Project, such as gambling addiction, personal bankruptcies, prostitution, drug addiction, and crime.

Other Impacts: Facilitating discussions of any other impacts identified in the Environmental Assessment or those which may be identified by the Parties during the negotiations contemplated herein.

Since execution of the Cooperative Agreement, the Tribe has funded impact analysis in the areas outlined above through a Reimbursement Agreement with the City.

As stated above, on January 10, 2025, the Department of the Interior (DOI) approved the land into trust application and placed the 160 acres into trust for benefit of the Tribe. However, on March 27, 2025, the Department of the Interior issued a letter rescinding the site's gaming eligibility determination. That rescission triggered and remains the subject of ongoing litigation. This ongoing litigation does not involve the City of Vallejo.

On May 27, 2025, the City Council authorized, and on May 29, 2025 the City of Vallejo sent a letter to the DOI regarding the Temporary Rescission of the Gaming Eligibility made on March 27, 2025 by the DOI.

On September 19, 2025, the Tribe began site work on its Tribal Property land in Vallejo to establish temporary office facilities. As use of the Tribal Property is governed by federal law, it is, absent agreement with the Tribe relating to jurisdiction, not subject to the City's land use, building or zoning regulations and the Tribe does not have to obtain the City's consent to develop the property.

Notwithstanding the Tribe's sovereign immunity under federal law, relating to its right to erect structures on the Tribal Property without going through the City's formal land use, zoning and building entitlement processes, the Tribe contacted staff and expressed interest in negotiating an MOU with the City for the provision of temporary City services including Water, Police and Fire to serve the temporary office facilities being worked on by the Tribe. Staff received a first draft of a proposed MOU from the Tribe on August 4, 2025. Staff reviewed the draft in order to ascertain if the proposal was something staff could recommend, prepared a staff report and brought the draft forward to the City Council for direction on September 30, 2025. City staff felt it was important to bring the Temporary uses and proposed MOU for the Council to consider before moving forward with engaging in negotiation of specific terms.

At its September 30, 2025 meeting, City Council authorized staff to proceed to negotiate an MOU with the Tribe related to the provision of temporary City services to a portion of the Tribal Property upon which the Tribe was constructing temporary structures. In order to help inform negotiations on the terms of the proposed MOU for Temporary services, on December 9, 2025, staff engaged with the consultant AP Triton to assess impacts on Public Safety for the proposed Temporary Uses in order to understand impacts and possible mitigations. Staff also engaged with West Yost and City Water staff to analyze water capacity for the Temporary Development to ensure capacity exists before moving the MOU forward for consideration, as well as to understand the Water Department's needs and potential concerns relating to the provision of contemplated water services.

Interim Development Proposed in the MOU

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

The original draft MOU and negotiations with staff centered around providing Temporary Police, Fire and Water services to the Temporary Development consisting of two prefabricated temporary structures for office uses, associated parking areas, and access ways. The contemplated MOU would provide details of the provision of the requested services on a reimbursable basis, while impact analysis and negotiation on a Future Intergovernmental Agreement for the larger casino project continued. Staff began negotiating terms of the MOU for the temporary provision of services for the temporary Tribal offices after Council direction on September 30, 2025.

On November 19, 2025, the Tribe notified the City that due to the recent litigation update that gaming eligibility was re-instated, the Tribe was going to pursue a small-scale gaming activity in the modular units previously planned for the Tribal offices. The City was not aware of this change in project description to add the class II gaming facility within the temporary modulars until the Tribe communicated it November 19, 2025, after which staff promptly notified City Council by email and in one on one check-ins. The contractor change order is dated December 3, 2025, which includes the changes from offices to class II gaming in the proposed temporary modular units. The project description was subsequently updated by the Tribe and presented to staff on January 18, 2026.

The current project description, attached as Exhibit C to the draft MOU, provides for a limited, temporary development of a parking area, two modular buildings to be used for tribal gaming purposes, and a third modular building to be used for tribal offices. Continuous onsite security will be maintained on a 24/7 basis. This temporary gaming and office proposal does not include the larger casino development.

Future plans for the 160-acre property (not included within this current proposal) include development of a casino facility with restaurants, bars, and a ballroom for events, to operate 24 hours a day, 7 days a week. The project also includes 24 single-family tribal housing units and a tribal administration building providing office space for up to 30 employees. In addition, approximately 45 acres will be designated as a biological preserve to protect high-quality habitat for special-status species. Collectively, the future project is anticipated to generate approximately 3,640 full-time equivalent jobs.

MOU Terms and Conditions

Although negotiations on the MOU for the Temporary Development for the office and subsequently gaming facilities did not begin prior to November Council notification and input, the Cooperative Agreement previously entered into with the Tribe allows for study and negotiation relating to the impacts of the future larger casino and housing project discussed above. The analysis of impacts to inform the potential future Intergovernmental Agreement and discussion of same began after the Cooperative Agreement was approved on November 19, 2024. This impact analysis is funded by the Tribe through a Reimbursement Agreement and allows the City to have its own experts make recommendations on potential impacts and proposed mitigations for the larger Casino and housing project. The City hired AP Triton to begin analysis of the larger future Casino and housing project impacts and engaged with the consultants on December 10, 2025 to also address the impact assessment of the Temporary Development contemplated in the MOU. The AP Triton final report is attached to this staff report dated January 26, 2026. AP Triton's analysis assumed 24/7 operations of the temporary gaming and office facilities proposed in the MOU and proposes mitigations of approximately \$700,000 the first year and \$500,000 each year thereafter.

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

The Tribe hired KlasRobinson consultants to analyze potential Police and Fire impacts of the Temporary Development and to prepare a similar report to the AP Triton report. The KlasRobinson report is also provided as an Attachment dated February 2, 2026. KlasRobinson assessed the annual mitigations to be in the range of \$80,000.

Utilizing the AP Triton analysis prepared for the City, staff proceeded to negotiate the mitigations in the Draft MOU with the Tribe. As proposed this evening, the MOU provides for the total mitigations for the Temporary development activities at \$602,000 the first year and \$502,000 per year thereafter with a maximum of a three-year term.

Specifically, the material terms of the MOU are outlined below for City Council consideration. The detailed financial terms are included in EXHIBITS D and E of the draft MOU.

1. Police Mitigations: The Tribe is currently maintaining 24/7 security onsite for the entirety of the Tribal property. The MOU proposes that the Tribe continue to maintain the 24/7 private security services, but also pay to the City the equivalent of one fully loaded Police Officer position including salary and benefits for the term of the MOU to ensure capacity to serve the project. The Tribe would receive no level of service beyond what current community experiences. Staff will monitor and report on calls for service at 90-day intervals to assess staffing needs (funded by the administrative funding in the mitigation payment). In the case of an extraordinary public safety event at the site, the Tribe will in addition pay the actual costs of augmented services.
3. Fire Mitigations: The Tribe agrees to submit to the City permit process and pay fees for compliance review, to ensure capacity to serve the project, The Tribe will get no additional service beyond what the current community experiences. In an extraordinary event, the Tribe will pay actual costs of augmented services.
4. Water Mitigations: The Tribe agrees to submit to the City permit process and pay fees for compliance review, comply with all City, state and federal water regulations and pay for water usage monthly at the rate charged to outside Vallejo water ratepayers. The Water Department has analyzed capacity for the Temporary project and has stated the system has capacity. See the Water Department memorandum dated April 2, 2026 attached to this staff report.
5. Traffic Mitigations: The Tribe agrees to fund a traffic study to augment the prior study that was not thorough enough to mitigate City of Vallejo traffic impacts for the larger casino project once project information is refined. The Tribe has also agreed to contribute to pothole repair in the area during the temporary activities.

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

- 6. Activation and Mobilization Fee (Year 1 Only): The Tribe shall provide a one-time activation and mobilization fee in the amount of \$100,000 upon effective date of the MOU. This fee will cover Fire and Police training and other staffing costs during the first year of temporary service provision.
- 7. Property tax loss: The Tribe has agreed to make payments equivalent to the property taxes previously assessed on the site. This amounts to approximately \$12,698 per year for 200 Columbus Parkway. This ensures the City does not lose revenues during the interim timeline.
- 8. Community Benefits: The Tribe has agreed to fund a charitable budget of \$100,000 in 2026 for non-profit support within the City of Vallejo. The City will coordinate with the Tribe on the budget approval of the non-profit support. Also, the Tribe has noted that 15% of 30 employees on the current construction job live within the City of Vallejo.

The following is a comprehensive financial breakdown of the proposed mitigation described above:

<u>Funding Category</u>	<u>Amount</u>
Equivalent of one (1) fully loaded police officer salary	\$362,000
Portion of administrative assistant support	\$27,302
Fees-in-lieu of property taxes (Exl. APN: 0182-010-010)	\$12,698
Non-Profit donations per year	\$100,000
Annual Total \$502,000	
Year One Total (includes \$100,000 activation fee) \$602,000	

***The above mitigations will be required to be paid upon execution of the MOU and services will cease if the MOU is terminated. The City can terminate the MOU for any reason with a 30 day notice to the Tribe.

Additional Community Financial Support

Note that the Tribe has voluntarily made financial contributions to the following community organizations and events in 2025:

- Winged Migration Festival
- Waterfront Weekend
- Broadway Village Housing project
- Bikes for Kids event
- Pista D'Sayon
- Juneteenth Celebration

Benefits and Risks of Entering into a MOU for Interim Development of the Interim Development Activities

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

The benefits to the City of entering into a MOU include the following:

- Provides essential municipal services that safeguard health and safety at the Tribe's temporary facilities.
- Ensures cost recovery to the City and avoids unfunded impacts on the General Fund.
- Strengthens the City's intergovernmental relationship with the Tribe.
- Establishes clear roles and protocols for emergency response, water service, and permitting.
- Advances implementation of the Cooperative Agreement approved by Council in November 2024.
- Provides an opportunity to address additional community benefits and longer-term infrastructure needs in coordination with the Tribe.
- Independent analysis of areas of concern that are specific to Vallejo in order to ensure mitigation reduces impacts since the land to trust was approved by the BIA. The MOU provides financial mitigation measures which have been analyzed to provide mitigation to lessen the effects on the community and ensure the City is reimbursed for any services provided. Without the mitigation payments, the City may incur unfunded impacts relating to the development if the Tribe proceeds to develop without the MOU.

The risks to the City of entering into a MOU include the following:

- Providing services to the Tribal Property may increase demand on fire and police resources which could exceed the financial payments set forth in the MOU. This risk is largely reduced by the termination provisions of the MOU, which can be exercised by the City if costs exceed the financial contributions.
- Enforcement of terms, even with a limited waiver of sovereign immunity, may be more complex than with non-tribal entities.
- Proceeding with the MOU may result in some community members viewing the MOU as committing to the Tribe's long-term development (e.g., potential casino project), which has yet to be approved and which may never occur.
- One risk of declining to proceed with the MOU is that the Tribe may continue its temporary development activities without City participation. If that occurs, there is some risk of the community feeling the impacts of the Temporary Development but not receiving the offsetting benefits described in the MOU.

Public Comments

On February 4, 2026, the City received a letter from the Lytton Rancheria which outlined several concerns with CEQA and the project review of CEQA for this MOU of the interim project. The letter is attached for reference.

On February 25, 2026, the City received a response letter from The Scotts Valley Band of Pomo Indians. The letter is attached for reference.

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

On February 15, 2026, Julie Wang sent an email asking the City to cease and desist any and all actions related to the Scott's Valley Casino as attached. Given that the Tribe has been declared the beneficial owner of the property by the federal government and that there is no stay or order from the courts preventing the Tribe from developing the property, there is no expected risk in proceeding to engage in discussions or actions relating to the property as the Council may direct.

The Tribe has updated their website to encourage engagement with the Tribal Council. The new website can be found at: www.StandwithScottsValley.com.

Other Issues

As has been previously reported to the Council, in undertaking construction operations onsite, the Tribe's contractor tapped into an existing water connection onsite without a permit. Water lines were damaged and water was used to the extent of approximately \$15,000. An invoice was sent to the Tribe to pay for the unauthorized water use and repair of infrastructure, which was paid thereafter.

Status of Impact Analysis for Larger Casino Project

Since execution of the Cooperative Agreement, the Tribe has funded impact analyses in agreed upon areas through a Reimbursement Agreement with the City as agreed prior. The following studies are currently underway:

- Water Impacts on Capacity and Infrastructure: Near term impacts have been analyzed by West Yost and the City has capacity to serve the interim project. Long term impact analysis is complete as of March 31, 2026 and the report shows the City has capacity to serve the larger casino project if several mitigation measures and system upgrades are incorporated.
- Traffic and Transportation Impacts: Initial peer review by Fehr and Peers is complete and recommended further study has been identified. A scope for the additional analysis has been obtained and sent to the Tribe for review.
- Economic and Social Impacts: Draft analysis has been completed partially by Advantage Partners Consulting. City staff has identified additional needs that require another consultant's expertise to outline clear mitigations of the impacts. Staff has procured two additional scopes to undertake the remaining work and has forwarded those scopes to the Tribe for review.
- Public Safety Impacts: Long Term impact analysis for the larger casino and housing project is still underway and is expected to take another 6-9 months to complete.
- Sewer and Wastewater: Vallejo Flood and Waste District has contracted independently with the Tribe to complete this analysis. The report should be finalized later this year.

Once completed, the studies will provide measured impacts and proposed mitigation measures for each of the impact areas, which will inform the negotiation of a possible Intergovernmental Agreement with the Tribe prior to the commencement of a Gaming Compact and the larger Casino development.

Lawsuit Status

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

Scotts Valley Band of Pomo Indians v. Doug Burgum, et al.

On January 10, 2025, the U.S. Department of the Interior issued a final decision accepting four parcels totaling 160-acres into trust for the Scotts Valley Band of Pomo Indians and determining that the parcel qualified as “restored lands” eligible for gaming under the Indian Gaming Regulatory Act of 1988.

On March 27, 2025, the Department of the Interior issued a letter purporting to temporarily rescind the gaming eligibility determination and reopen the issue for reconsideration, asserting concern that additional materials submitted after the 2022 remand had not been considered. As a result, the land was temporarily ineligible for tribal gaming activities. Scotts Valley immediately challenged the rescission in federal court.

On October 30, 2025, the U.S. District Court held that the rescission violated the Tribe’s procedural due process rights under the Constitution because the Department revoked the eligibility determination without adequate notice or opportunity to be heard. The court vacated the rescission but allowed the Department discretion to continue reconsideration if it chose to do so. Meanwhile, three separate federal lawsuits challenging the January 10 trust acquisition and gaming eligibility determination were filed by other Indian tribes. Those cases are currently stayed while the Department conducts reconsideration proceedings. If those cases proceed in the ordinary course once the stay is lifted, the litigation process—including district court proceedings and potential appeals—could reasonably extend for approximately three years (36 months) before final resolution.

Gaming Compact and Gaming Ordinance Status

- **Gaming Compact:** On March 4, 2025, the Governor’s Office accepted the Tribe’s request to enter into negotiations for a Tribal–State Class III gaming compact. The Tribe and the State met on March 27, 2025 for their first negotiation session and a second meeting was scheduled for May 14, 2025. After the Department of the Interior issued its March 27, 2025 letter temporarily rescinding the Tribe’s January 10, 2025 gaming eligibility determination for reconsideration, the State requested that upcoming compact negotiation deadlines be put on hold. Following the October 2025 court decision restoring the Tribe’s gaming eligibility, compact negotiations resumed and are ongoing.
- **Required Compact Approvals:** Once a compact is successfully negotiated, it must be ratified by the California State Legislature and approved by the Secretary of the Interior before taking effect.
- **Tribal Gaming Ordinance:** Scotts Valley Band of Pomo Indians originally adopted a Gaming Ordinance in 1996 to authorize and regulate Class I, II, and III gaming on Tribal lands. On January 28, 2025, the Tribe amended its Gaming Ordinance to ensure continued compliance with IGRA and federal regulations. On March 25, 2025, the National Indian Gaming Commission (NIGC) reviewed and approved the amended Ordinance, confirming that it meets the requirements of IGRA and NIGC regulations. With NIGC approval of the amended Gaming Ordinance, the Tribe has satisfied a critical prerequisite for conducting Class II and, subject to a Tribal–State compact, Class III gaming on its trust lands.

Next Steps

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

If City Council approves moving forward with the MOU for the Tribe's temporary development, the following steps will take place:

1. Encroachment Permit- City staff will finalize review of the encroachment permit for utilities and the water permits, and will proceed with issuing approvals.
2. Impact Analysis and Intergovernmental Agreement Negotiations- Consultant analysis of potential impacts associated with the larger casino project will continue. As information regarding the scope of the impact areas becomes available, staff will return to City Council to present the studies and proposed mitigation measures, which will inform future negotiations of the potential Intergovernmental Agreement with the Tribe. This impact analysis, funded by the Tribe, will proceed concurrently with the Department of the Interior's reconsideration process. Following completion of the Department's reconsideration, if favorable, the Tribe and the City may proceed with negotiations of an Intergovernmental Agreement to memorialize mitigation measures, while the Tribe retains the ability to move forward independently on its trust land.
3. Construction for the temporary development of the temporary modular trailers- PG&E, water, sewer, VIP Fiber permits and plans will be processed and approved prior to construction. This process may take several months before the facility is open to the public.

FISCAL IMPACT

The draft MOU for City Council consideration will result in no net budgetary impact to the City, as the Tribe will be funding all associated costs and staffing as outlined in the Draft MOU.

ENVIRONMENTAL REVIEW

The approval of the MOU and the actions set forth therein, is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 and 15304, in that the MOU addresses the provision of water and other utility extensions and street improvements of reasonable length that can serve construction of small structures less than 10,000 square feet in floor area, and where all necessary public services are available, in a circumstance where the construction of the structure is not subject to CEQA as the City has no power to approve or disapprove the structures. In addition, the MOU merely provides public services to the site of a temporary use of land having negligible or no permanent effects on the environment where it involves no environmentally sensitive areas, or removal of trees, no slopes greater than 10% will be constructed upon, and where the project is a smaller temporary use of the federal trust property for which a Larger Casino development project was reviewed pursuant to the National Environmental Policy Act (NEPA) and for which an Environmental Assessment was previously adopted by the Secretary of the Interior.

ATTACHMENTS

1.	Resolution Approving MOU between the City of Vallejo and the Scotts Valley Band of Pomo Band of Indians to provide Temporary City Services
2.	FINAL SVBPI Memorandum of Understanding
3.	Scotts Valley Band of Pomo Indians - Cooperative Agreement (Fully Executed)
4.	Public Law 83-280

Subject: ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME, AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15303 AND SECTION 15304

5.	02-2026 KlasRobinson - AP Triton Review and Forecasted Police Fire EMS service impact (002)
6.	Scotts Valley Water Interim Use Memo
7.	Re_ Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200 Columbus Parkway, Vallejo, CA
8.	SVBPI Chairman Shawn Davis Response to Lytton Rancheria Letter
9.	Letter from Chairperson Mejia to Vallejo City Council
10.	FINAL Preliminary SVPI Gaming Facility Impact Report for Temporary Facility 20260126

CONTACT

Gillian Haen, Assistant City Manager (707) 648-4163

Gillian.Haen@cityofvallejo.net

RESOLUTION NO. 26- _____ N.C.

ADOPT A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS FOR TEMPORARY CITY SERVICES FOR TEMPORARY TRIBAL DEVELOPMENT AND ENCROACHMENT PERMIT, AUTHORIZING THE CITY MANAGER TO EXECUTE SAME AND FINDING SUCH ACTIONS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTIONS SECTION 15303 AND SECTION 15304

WHEREAS, the Scotts Valley Band of Pomo Indians (Tribe) and the City of Vallejo (City) have engaged in preliminary discussions concerning various matters of mutual interest and concern relating to four parcels of undeveloped land located within and adjacent to the City of Vallejo boundary in Solano County, California, known to both Parties as the “Tribal Property,” and identified by Assessor’s Parcel Numbers 0182-010-010; 0182-020-010; 0182-020-020, and 0182-020-080; and

WHEREAS, the Project Site is bordered by I-80 to the west; Columbus Parkway and commercial development to the south; undeveloped land to the north; and undeveloped land, City water tank, electrical substation, and Vallejo Fire Station #27 to the east; and

WHEREAS, the City Council previously authorized the City Manager or his designee to execute a Cooperative Agreement on November 19, 2024 with the Tribe; and

WHEREAS, the City Council authorized staff to negotiate a Memorandum of Understanding (MOU) related to Temporary Development activities and services on September 30, 2025; and

WHEREAS, the Tribe is proposing Temporary Development including two modular buildings for a class II gaming operations and one modular office building in the interim timeline while the larger casino project is being designed and developed and while litigation is pending; and

WHEREAS, the Parties agree that if the Temporary provision of Police, Fire and Water services to the Temporary Development on the Tribal Property benefits the Tribe, the City and the citizens of the region by protecting the health and safety of persons on or near the Tribal Property; and

WHEREAS, both Parties recognize the importance and need for continued discussions and impact assessment regarding the various topics of mutual interest concerning the larger casino development on the Tribal Property outlined in the Cooperative Agreement that include, but are not limited to: water infrastructure; existing and potential future easements and supply capacity related to same; wastewater, sewer, and storm drainage easements and capacity; vehicle and emergency vehicle access to the Tribal Property; transportation infrastructure and capacity; public safety capacity and response; and any other environmental impact area potentially affecting the City, its residents, businesses, and visitors; and

WHEREAS, both Parties acknowledge that the above-mentioned topics of mutual interest require attention and commitment to mitigate any potential impacts caused by larger casino future development of the Tribal Property and wish to memorialize such terms in writing; and

WHEREAS, the Parties intend to incorporate these topics, as well as any other negotiated terms, into a separate and subsequent Intergovernmental Agreement; and

WHEREAS, the purpose of the parties entering into a MOU at this time is to establish a legally enforceable framework for providing Temporary City Police, Fire and Water Services for the Tribe's Temporary Development and mitigations for the potential impacts of the Temporary Development on the City of Vallejo; and

WHEREAS, the Tribe and the City intend to continue a cooperative and mutually respectful government-to-government relationship between each other with respect to the Tribe's potential development of the larger casino Tribal Property and mitigation of potential impacts that could be caused by future development; and

WHEREAS, this MOU establishes Temporary City service of Police, Fire and Water services for the Tribe's Temporary Development and associated mitigations for a government payment and funding mechanism and, by executing this MOU and the activities contemplated herein, the City does not commit itself to any long term larger casino project; and

WHEREAS, the Parties expressly intend for the Intergovernmental Agreement to replace and supersede this MOU, and the Cooperative Agreement, and that upon its execution, the MOU and Cooperative Agreement shall be rendered null and void; and

WHEREAS, this MOU is not intended to limit the City's rights under applicable law to address the adequacy or appropriateness of the environmental analysis in the Environmental Assessment or any larger future casino development.

NOW, THEREFORE BE IT RESOLVED that the City Council does hereby find that entering into the MOU and consenting to the approval the Encroachment Permit, is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 and 15304, in that the MOU addresses the provision of water and other utility extensions and street improvements of reasonable length that can serve construction of small structures less than 10,000 square feet in floor area, and where all necessary public services are available, in a circumstance where the construction of the structure is not subject to CEQA as the City has no power to approve or disapprove the structures. In addition, the MOU merely provides public services to the site of a temporary use of land having negligible or no permanent effects on the environment where it involves no environmentally sensitive areas, or removal of trees, no slopes greater than 10% will be constructed upon, and where the project is a smaller temporary use of the federal trust property for which a Larger Casino development project was reviewed pursuant to the National Environmental Policy Act (NEPA) and for which an Environmental Assessment was previously adopted by the Secretary of the Interior.

BE IT FURTHER RESOLVED that the City Council hereby approves the MOU and provides consent to the Encroachment Permit attached hereto as set forth in Exhibit A, attached hereto, and authorizes the City Manager to execute same.

Adopted by the City Council of the City of Vallejo at a regular meeting held on April 14, 2026, with the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

ANDREA SOURCE, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF VALLEJO AND SCOTTS VALLEY BAND OF POMO INDIANS RELATING TO
TEMPORARY IMPROVEMENTS AND SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered as of the date fully executed below, by and between SCOTTS VALLEY BAND OF POMO INDIANS, a federally recognized Indian tribe (“SVBPI”), and the CITY OF VALLEJO (the “City”), a California municipal corporation. Each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, SVBPI is a federally recognized Indian tribe, organized under the Constitution of the Scotts Valley Band of Pomo Indians of the Sugar Bowl Reservation, adopted and approved on September 24, 1994; and

WHEREAS, the United States holds in trust for the benefit of SVBPI certain lands over which SVBPI exercises jurisdiction and governmental authority, including land located at 200 Columbus Parkway, Vallejo, California, identified as Assessor’s Parcel Numbers 0182-020-010, 0182-020-020, 0182-020-080, and 0182-010-010 (collectively, the “Tribal Property”), as set forth in **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, SVBPI possesses unique land, governmental, and cultural interests, and is committed to protecting the safety, welfare, and sovereignty of its members and community, while honoring its cultural heritage and maintaining peaceful conditions on the Tribal Property; and

WHEREAS, Public Law 83-280 (67 Stat. 588) grants certain jurisdiction to the State of California over criminal matters and limited civil causes of action on the Tribal Property, and the City acknowledges its rights and responsibilities under applicable law while respecting SVBPI’s sovereign rights; and

WHEREAS, SVBPI and the City seek to foster a cooperative and mutually respectful government-to-government relationship, as reflected in a Cooperative Agreement approved by the Vallejo City Council on November 19, 2024, setting forth the Parties’ shared intent to enter into an intergovernmental agreement for municipal services; and

WHEREAS, prior to any intergovernmental agreement, SVBPI desires to undertake temporary development activities on a portion of the Tribal Property described in **Exhibit B**, attached hereto and incorporated herein by reference (“Subject Property”). Such Temporary development activities include temporary prefabricated modular structures, an entrance driveway/roadway, temporary utilities and

parking area for the specific identified uses, all as more specifically described in **Exhibit C**, attached hereto and incorporated herein by reference (“Temporary Development”). In connection with the Temporary Development SVBPI desires to have temporary water, temporary fire protection and temporary law enforcement support services as well as temporary access improvements to support the Temporary Development all as more specifically described in **Section 2 below** and incorporated herein by reference (“Temporary Services”); and

WHEREAS, the Tribal Property including the Subject Property, is located within the jurisdictional boundaries of the City of Vallejo, Solano County, California; and

WHEREAS, the City owns and maintains the portion of Columbus Parkway, a public right-of-way located adjacent to the Tribal Property, and is equipped to provide the Temporary Services; and

WHEREAS, the City has permanent water utility and access easements on the Tribal Property for purposes of installing, operating, accessing, maintaining and replacing City water infrastructure; and

WHEREAS, the Parties recognize the mutual benefit of coordinating development, infrastructure access, and service provision relating to the Subject Property in a manner that supports the health, safety, and welfare of all communities within and adjacent to the City; and

WHEREAS, the Parties desire to establish a cooperative framework to guide the Temporary Services to the Subject Property in a manner that respects Tribal sovereignty, supports intergovernmental collaboration, and promotes effective and efficient public service delivery; and

WHEREAS, the City has analyzed potential impacts of the proposed Temporary Development on the City (“Impact Analysis”). SVBPI reimbursed the City for the costs of said analysis through a Reimbursement Agreement executed on April 1, 2025. The results of the Impact Analysis have produced recommended mitigations for the proposed Temporary Services. Such analysis including the recommended mitigation measures are attached hereto as **Exhibit D** and incorporated herein by reference.

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL

1.1 BACKGROUND

SVBPI and the City recognize the mutual benefits of resource sharing to enhance public safety, improve emergency response capabilities, and ensure reliable access to water services for the Tribal community

within the City of Vallejo. SVBPI and the City have a shared commitment to the public welfare and recognize the importance of fostering a relationship anchored by mutual respect. Both Parties wish through this MOU to address the provision of the Temporary Services to the Subject Property to serve the Temporary Development during the Term hereof as set forth in this MOU.

1.2 PURPOSE

The purpose of this MOU is to set forth a formal agreement and conditions for the City to provide Temporary Services to the Temporary Development. In addition, this MOU establishes a shared understanding and agreement concerning SVBPI's construction and infrastructure activities involving access to and temporary encroachment within, Columbus Parkway, a City right-of-way.

2. TEMPORARY SERVICES AND INFRASTRUCTURE IMPROVEMENTS

2.1 PROVISION OF MUNICIPAL SERVICES AND INFRASTRUCTURE COORDINATION

SVBPI and the City agree to coordinate the provision of the Temporary Services and infrastructure access to support SVBPI's Temporary Development activities and temporary structures located on the Subject Property. Specifically; the services and activities to be provided or coordinated under this MOU include the following:

2.1.1. Law Enforcement Services

The Vallejo Police Department will provide temporary law enforcement services to the Temporary Development on the Subject Property consistent with its standard response protocols for calls for service within City limits, subject to the following:

- (a) While the Tribal Property is held in trust by the United States for the benefit of SVBPI, the City may respond to calls for law enforcement service on the Subject Property as permitted by Public Law 280 and other applicable law. The City may respond (i) when requested by SVBPI representatives or their designees, or (ii) when a call is received from any person on reporting an immediate public safety threat or criminal activity on the Tribal Property.
- (b) The Police Department will respond to emergency and non-emergency incidents on or affecting the Subject Property as it would for similarly situated properties within City boundaries. Notwithstanding any provision of this MOU or any language contained herein which could be interpreted to the contrary, the City makes no guarantees, or

affirmative representations as to the timing of a law enforcement response or the provision of any response whatsoever.

- (c) SVBPI shall employ security personnel or contract for private security on the Tribal Property 24 hrs. a day, 7 days a week.
- (d) The Police Department may conduct periodic inspections and site familiarization visits for pre-incident planning, in coordination with SVBPI representatives and with reasonable notice.
- (e) Any extraordinary police or emergency response costs such as an incident of civil unrest, active violence, large-scale public safety emergencies, or other events requiring deployment of resources substantially beyond the City's normal patrol response levels, shall be subject to additional payment at full cost recovery. Any extraordinary response costs shall be invoiced using pre-published and mutually agreed rate schedules provided to SVBPI prior to the Effective Date. The City shall provide written notice to SVBPI as soon as practicable following any event that may give rise to extraordinary response costs and shall provide a detailed invoice and documentation supporting such costs. For purposes of this Section, "extraordinary police response" means an event requiring significant additional personnel, specialized units, or mutual aid resources beyond the routine law enforcement services funded under this MOU. Ordinary calls for service, routine patrol response, incident reporting, and normal law enforcement activities shall not constitute an extraordinary police response
- (f) SVBPI shall identify an on-scene representative or designee for emergency coordination.
- (g) SVBPI agrees to provide access to all areas of the Tribal Property necessary for the Police Department to perform its services, including where those services are adjacent to the Tribal Property. SVBPI will provide necessary information and support to aid the Police Department in performing its duties. SVBPI agrees to provide necessary support to the Police Department to enable efficient and effective service performance and delivery. Upon request, SVBPI will provide the Police Department with maps and information about the Tribal Property that are relevant to emergency response.
- (h) SVBPI hereby grants the Police Department, its agents, employees, and designated police response personnel a nonexclusive license to enter the Tribal Property as necessary to carry out public safety services.

- (i) Access to the Tribal Property through gated entries shall be facilitated by the provision of keys to authorized individuals. Such keys shall be issued upon request or made available at designated locations approved by SVBPI.
- (j) Police Department Personnel accessing the Tribal Property will use their best efforts to reasonably comply with SVBPI's environmental or cultural protection laws and protocols that are communicated to the Police Department and City in writing and which, in the opinion of the Police Chief, do not interfere with the provision of services in furtherance of public health, safety and welfare, including but not limited to life safety efforts of the Department.

2.1.2. Fire Protection and Emergency Medical Services

The Vallejo Fire Department (Fire Department) will provide temporary fire services (fire protection, suppression, emergency medical response, and related services) to the Temporary Development on the Subject Property and as necessary, surrounding Tribal Property, consistent with its standard response protocols for calls for service within City limits, subject to the following:

- (a) The Fire Department will respond to fire, hazardous material, rescue, and medical emergencies on the Tribal Property in accordance with established City dispatch and response protocols as it would for similarly situated properties within City boundaries. Notwithstanding any provision of this MOU or any language contained herein which could be interpreted to the contrary, the City makes no guarantees, or affirmative representations as to the timing of a fire department response or the provision of any response whatsoever.
- (b) SVBPI shall ensure that fire lanes, driveways, parking areas and access points are designed and maintained to allow timely ingress and egress by emergency apparatus consistent with applicable California Fire Code access and fire flow standards. Fire hydrant(s) and related appurtenances shall be provided by SVBPI, with the Fire Department reviewing and approving the proposed locations and design for purposes of confirming adequate fire flow and emergency access. Access to all hydrants shall remain unobstructed at all times. **SVBPI shall submit** a complete site plan showing hydrant locations, dimensions and location for fire turnaround, access, ingress and egress and all other relevant fire access information for Fire Department review. SVBPI shall satisfy

fire access requirements of the Fire Department in order to receive services at the Tribal Property.

- (c) The Fire Department may conduct periodic inspections and site familiarization visits for pre-incident planning, in coordination with SVBPI representatives and with reasonable notice.
- (d) Any extraordinary fire or emergency response costs, such as incidents involving large-scale fires, hazardous materials releases, major rescue operations, or other events requiring deployment of resources substantially beyond the Fire Department's normal response levels, shall be subject to additional payment at full cost recovery. Any extraordinary response costs shall be invoiced using pre-published and mutually agreed rate schedules provided to SVBPI prior to the Effective Date. The City shall provide written notice to SVBPI as soon as practicable following any event that may give rise to extraordinary response costs and shall provide a detailed invoice and documentation supporting such costs. For purposes of this Section, "extraordinary fire or emergency response" means an event requiring significant additional personnel, specialized equipment, extended incident command operations, or mutual aid resources beyond the routine fire protection and emergency medical services funded under this MOU. Routine calls for service, standard fire suppression response, emergency medical response, inspections, and other normal fire department activities shall not constitute an extraordinary fire or emergency response.
- (e) SVBPI shall identify an on-scene representative or designee for emergency coordination.
- (f) SVBPI agrees to provide access to all areas of the Tribal Property necessary for the Fire Department to perform its services, including where those services are adjacent to the Tribal Property. SVBPI will provide necessary information and support to aid the Fire Department in performing its duties. SVBPI agrees to provide necessary support to the Fire Department to enable efficient and effective service performance and delivery. Upon request, SVBPI will provide the Fire Department with maps and information about the Tribal Property that are relevant to emergency response.
- (g) SVBPI hereby grants the Fire Department, its agents, employees, and designated fire response personnel a nonexclusive license to enter the Tribal Property as necessary to carry out fire suppression and management activities.

- (h) Access to the Tribal Property through gated entries shall be facilitated by the provision of keys to authorized individuals. Such keys shall be issued upon request or made available at designated locations approved by SVBPI.
- (i) Fire Department Personnel accessing the Tribal Property will use their best efforts to reasonably comply with any of SVBPI's environmental or cultural protection laws and protocols that are communicated to the Fire Department and City in writing and which, in the opinion of the Fire Chief, do not interfere with the provision of services in furtherance of public health, safety and welfare, including but not limited to life safety efforts of the Department.

2.1.3. Water Utility Connection

SVBPI shall apply for all permits as are normally required for water service from the Vallejo Water Department to temporarily connect the Subject Property to the City's water utility system for the purpose of providing commercial water service, including, potable water and fire flow (including, but not limited to pressure and hydrant installation) to the temporary Temporary Development, subject to the following terms:

- (a) The water service connection point shall be temporary for all purposes and shall be designated and approved by the City's Water Department. All design and installation shall meet applicable City and State specifications.
- (b) SVBPI shall be responsible for all design costs (both those of SVBPI and those of the City), City and any other required review, permitting, materials, installation, backflow prevention, inspection, and meter installation costs. City shall have the right to inspect all infrastructure at any time during the Term hereof.
- (c) SVBPI shall coordinate with and comply with all Water Department requirements for scheduling inspections, obtaining meter services, and ensuring testing and certification prior to activation.
- (d) SVBPI shall be responsible for payment of connection fees and water used from the City's service connection through monthly billing from the City at the rates charged to others for out-of-City water services. Notwithstanding anything set forth in Chapter 11.44 of the Vallejo Municipal Code to the contrary, failure to pay such fees and costs shall result in termination of the connection and water service at any time after ten days of written notice from the City of such overdue payment.

- (e) The temporary connection shall not be used to supply water for agricultural, farmland irrigation, stock watering, recreation, domestic (residential), large commercial or industrial uses and shall only be used to provide potable water supply to the temporary structures and uses specifically set forth in **Exhibit C**.
- (f) The temporary connection and water service shall terminate upon the expiration or termination of this MOU. The Parties shall coordinate in good faith a mutually acceptable process for deactivation and physical disconnection of the temporary service. Upon coordination with SVBPI, the Water Department may enter the Tribal Property and remove all equipment, improvements and all water improvements servicing the Tribal Property. If a mutually acceptable process for deactivation is not reached within 60 days, City shall have the right to enter the Tribal Property and deactivate or remove the Temporary connection.
- (g) SVBPI shall be responsible for any and all damages to water infrastructure servicing the Tribal property during the Term of the MOU as well as the cost for removal of same as set forth in (f) above.
- (h) SVBPI shall comply with the terms of all easements on the Tribal Property, including but not limited to restrictions on grading, location of structures and other improvements in relation to such easements, and shall reimburse the City for any and all damages to any improvements located on the Tribal Property or on City Property upon which water improvements serving the Tribal Property currently or hereafter exist.
- (i) The Water Department will collaborate in good faith with SVBPI to address any operational needs, service issues, or infrastructure requirements related to the provision of the temporary water service to the Tribal Property. SVBPI will not in any way interfere with, obstruct, or attempt to control City access to the City Easements on the Tribal Property. It is expressly understood that the City and the Water Department retain full and unfettered access to City Water infrastructure pursuant to and thorough the City easements. The Water Department shall provide advance notice of at least forty-eight (48) hours to SVBPI prior to conducting any non-emergency maintenance, inspections, or other work requiring access to the Tribal Property outside the City Easements. In the case of emergency repairs or urgent service interruptions which require access outside the City Easements, the Water Department shall notify SVBPI as soon as practicable and coordinate to minimize disruption to SVBPI operations.

- (j) SVBPI agrees to facilitate reasonable access to the Tribal Property for Water Department personnel, as necessary for the operation, maintenance, inspection, or repair of water utility infrastructure on the Tribal Property outside the easement(s). SVBPI further agrees to comply with all rules and regulations of the Municipal Water System, and technical standards pertaining to water usage, including, but not limited to state and federal law, and the Vallejo Municipal Code as the same may be amended from time to time.

2.1.4. Temporary Lane Closures and Encroachment(s)

To support utility connections, driveway improvements, or other construction activities located within the public right-of-way, or City Easements, SVBPI will submit an encroachment permit application and/or excavation permit application, as applicable, to the Public Works Department for authorization to conduct any and all right-of-way or City Easement activities necessary and required for the Temporary Development or contemplated under this MOU. No occupancy of the Temporary Development shall occur prior to approval by City of all encroachments and all work within or directly connecting to any City right of way or easement(s):

- (a) Work subject to an encroachment permit includes, but is not limited to, utility connections, driveway tie-ins, and temporary lane closures within the City-owned right-of-way. Work located within the existing City water easement on the Tribal Property shall also require an encroachment permit, including work parallel and east of the existing driveway/access road, shall be coordinated pursuant to the easement terms and performed in a manner that avoids disturbance of the water line and related appurtenances. Prior to the commencement of such work, SVBPI shall request and the Water Department shall provide field locates and alignment confirmation to assist in protecting the water line. SVBPI and its contractors shall employ reasonable protective measures such as potholing, mark-outs, fencing, and exclusion zones as needed to ensure the water line remains undisturbed. The Parties shall coordinate construction sequencing to maintain service continuity and avoid accidental strikes or outages. N encroachment permit shall be required for work within the easement unless the work extends into the City right-of-way; however, written consent of the City shall be required for any work within the City Easements.
- (b) Said application(s) shall include all requirements for a complete application in accordance with City laws, rules and regulations and shall include a traffic control plan if identified as necessary by the City. No work shall be conducted until such permit has been issued and SVBPI shall comply with any and all conditions of such permit(s).

- (c) All traffic control devices, signage, and detours shall conform to the most current California Manual on Uniform Traffic Control Devices (CA MUTCD).
- (d) In addition to any other conditions, SVBPI shall notify the City and emergency responders at least five (5) business days before closures and shall coordinate to avoid peak hours or school traffic unless emergency conditions require otherwise.
- (e) In addition to any other conditions, SVBPI shall take all necessary safety precautions and shall promptly restore the roadway, sidewalks, landscaping and other affected improvements to a condition equal to or better than their pre-closure condition.
- (f) SVBPI shall not in any way interfere with any City easement in the design, location or construction of any encroachments.
- (g) For purposes of this Section 2.1.4, any excavation or encroachment permit previously applied for or issued by the City to SVBPI in connection with the Temporary Development, including utility connections serving the Subject Property, shall be deemed to satisfy the applicable permit requirement under this MOU and shall not be required to be converted to a different permit type, except to the extent the City would require the same change of similarly situated applicants performing comparable work.

2.2 MITIGATION MEASURES

- (a) SVBPI shall comply with any and all mitigation measures set forth in Exhibit D within the time period set forth therein.
- (b) Notwithstanding the foregoing, SVBPI's obligation to provide financial mitigation payments associated with police or fire personnel staffing shall be automatically suspended during any period in which public operations of the Temporary Development are suspended or prohibited due to circumstances outside the reasonable control of SVBPI, including but not limited to: (i) a determination by the United States Department of the Interior or other federal authority that the Tribal Property is not eligible for gaming under the Indian Gaming Regulatory Act; (ii) the issuance of a closure order, notice of violation resulting in cessation of operations, or similar directive by the National Indian Gaming Commission or other applicable regulatory authority requiring suspension of gaming or public operations; (iii) acts of God, natural disasters, public health emergencies, or other force majeure events that prevent public operations; or (iv) other governmental actions or court orders that prohibit or materially restrict operation of the Temporary Development. During any such suspension period, SVBPI may terminate this MOU

and the City will have no further obligations to provide Temporary Services or Improvements to Temporary Development. In such circumstances, upon cessation of the use and termination of this MOU, the City shall have no obligation to refund annual payments previously made, or to provide any of the Temporary Services as set forth in Section 3.5.

- (c) In the event SVBPI voluntarily suspends or ceases public operations of the Temporary Development for reasons not described above, SVBPI shall provide written notice to the City. Upon receipt of such notice, the Parties shall meet and confer in good faith within thirty (30) days to try to reach mutual agreement on amendments to this MOU. In the event mutual agreement is not reached, this MOU shall be terminated with 30 days written notice. Annual payments previously made will not be refunded and on the expiration of said 30 day period, City will cease providing all Temporary Services and the Temporary Water connection and Water service shall terminate in accordance with Section 2.1.3 (f).

3. GENERAL PROVISIONS

3.1 TRIBAL JURISDICTION AND AUTHORITY

SVBPI retains governmental jurisdiction over the Tribal Property and reserves the right to establish and enforce Tribal law over the Tribal Property. This MOU shall not expand or diminish the authority or jurisdiction of SVBPI except as may be set forth specifically herein.

3.2 COMMUNICATION AND COORDINATION

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of the community and also the importance of limits on the sharing of certain types of information. In order to facilitate prompt and clear communications, the Parties agree that the representatives identified in Section 3.3 are the primary points of contact for sharing all types of information in accordance with this MOU. The Parties acknowledge that, in some instances, other SVBPI or City representatives or designees may serve as key points of contact for sharing information. Such representatives and/or designees and any changes thereto shall be identified and shared with the other Party.

To the extent necessary, SVBPI and the Police Department, Fire Department and Water Department will establish regular communication channels to facilitate the exchange of information, coordinate efforts, share relevant information, and address any concerns related to the provision of services. Joint meetings may be held on an as needed basis.

3.3 ADMINISTRATION

The following individuals are designated as a representative of the respective Parties. The representatives are responsible for the administration of this MOU and will consult, as necessary, with the other Party on day to day matters that pertain to this MOU. In the event such representatives are changed, the Party making the change shall notify the other Party in writing.

SVBPI Representative: Alondra Herrera Tribal Administrator, (707) 263-4220, alondra.herrera@svnsn.gov.

City Representative: City Manager, Assistant City Manager, and City Attorney. 555 Santa Clara St, Vallejo, CA 94590. Andrew.murray@cityofvallejo.net ; Gillian.Haen@Cityofvallejo.net, Veronica.Nebb@Cityofvallejo.net.

3.4 EFFECTIVE DATE

This MOU shall become effective as of the date last written below (“Effective Date”) upon execution by authorized representatives of the Parties. Each Party represents and warrants that the individual signing this MOU on its behalf has full legal authority to do so.

3.5 TERM; TERMINATION; SUSPENSION OF SERVICES

- (a) This MOU shall become effective upon signature by both Parties and will remain in effect for a period of three (3) years, which may be extended by mutual written agreement.
- (b) Either Party may terminate this MOU for any reason at any time upon giving ninety (90) days written notice to the other Party.
- (c) Either Party may terminate this MOU for breach following written notice and a thirty (30) day opportunity to cure, except that no cure period shall apply in the case of an imminent threat to health or safety. A termination under this subsection shall be subject to the good-faith meet-and-confer process set forth in Section 4 prior to becoming effective, unless termination is required to address an imminent threat to health or safety.
- (d) Notwithstanding any other provision of this MOU, either Party may, upon providing written notice to the other Party, suspend the performance of its obligation under this MOU for a period not to exceed ninety (90) days if such Party reasonably determined that suspending performance is necessary due to unforeseeable circumstances beyond the control of the affected Party, including but not limited to natural disasters, acts of terrorism, civil unrest, or significant changes

in the legal or regulatory environment. The notice of suspension must specify the reasons for suspension and the anticipated duration of the suspension period. During the suspension period, the Parties agree to engage in good faith negotiations to address and resolve the circumstances leading to the suspension. If the Parties are unable to resolve such circumstances within the suspension period, either Party may terminate this MOU.

- (e) Upon termination of this MOU, all obligations and services terminate. Annual payments previously made will not be refunded and City will cease providing all Temporary Services and the Temporary Water connection and Water service shall terminate in accordance with Section 2.1.3 (f).

3.6 NO AGENCY OR EMPLOYEE STATUS

The Parties agree that neither this MOU nor the Services provided hereunder are intended to create or be construed to create any common law employment relationship between the Parties, and are not intended to create or be construed to create a partnership, or any other relationship between the Parties for any purpose.

3.7 ASSETS AND PROPERTY

No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this MOU.

3.8 PAYMENTS AND EXPENSES

- (a) Except as otherwise expressly provided in this MOU, all financial obligations of SVBPI under this MOU, including those set forth in **Exhibit E**, shall commence within the time period as set forth in **Exhibit E**.
- (b) SVBPI shall pay to the City as Compensation for the Temporary Services set forth herein the amounts set forth in **Exhibit E**, attached hereto and incorporated herein by reference in accordance with the timelines set forth therein.
- (c) Additional Services as set forth herein and all permit processing shall be reimbursed by SVBPI to the City at the fully burdened hourly rate for all personnel costs and shall include all additional costs for supplies and contract to personnel at actual costs plus a 20% administrative fee as set forth in **Exhibit E**.

4. DISPUTE RESOLUTION

(a) In an effort to foster good government-to-government relationships, the Parties agree to the dispute resolution procedures set forth in this Section. The Parties shall make their best efforts to resolve any disputes arising under this MOU by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions and conditions of this MOU as follows:

- (i) A Party shall give the other party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims that constitute a breach of this MOU.
- (ii) The Parties shall meet and confer in good faith to resolve such a dispute through negotiation not later than 10 days after receipt of the notice, unless the Parties agree in writing to the extension of time.

(b) This section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, mediation or utilization of a technical advisor to the Parties; provided, however, that no party is under an obligation to agree to such alternative method of dispute resolution.

5. LIMITED WAIVER OF SOVEREIGN IMMUNITY

Subject to the provisions of this Agreement, SVBPI expressly and irrevocably waives sovereign immunity (and defenses based thereon), in favor of the City, but not to any other person or entity, as to any dispute which specifically arises under this MOU, and not as to any other actions, matters, or disputes. The waiver shall include a resolution of the General Council of SVBPI. SVBPI's waiver of sovereign immunity shall be authorized by a duly adopted resolution of the General Council of SVBPI, which resolution is attached hereto as **Exhibit F**. SVBPI's waiver of sovereign immunity is specifically limited and does permit the awards and orders resulting from any dispute raised by a Party under Section 5, Dispute Resolution.

6. MISCELLANEOUS

6.1 GOVERNING LAW. This MOU shall be governed by the laws of the State of California, except that nothing herein shall be construed as SVBPI's submission to land use, zoning, or permitting jurisdiction over the Tribal Property. Notwithstanding the immediately preceding sentence, permits and approvals described herein the parties are contractually agreeing to. Venue for any dispute expressly permitted under section 5 shall lie exclusively in Solano County.

6.2 INDEMNIFICATION. To the fullest extent permitted by law, SVBPI, and each of its appointed and elected officials, hereby agrees to, and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from and against any and all allegations, claims, damages, disabilities, or expenses, including attorneys' fees, experts' fees, and witness costs that may be asserted or incurred, as the case may be, by any person or entity, including liability for damages or claims for damage for personal injury, or death, as well as from claims for real or personal property damage arising out of or in connection with (i) the activities of SVBPI in performing any Work on any Improvement addressed in this MOU, (ii) SVBPI's performance or non-performance under this MOU, (iii) SVBPI's negligence or willful misconduct in the performance of this MOU and breaches of this MOU, (iv) the City's approval of this MOU (except for any claims SVBPI may have against the City for City's breach of this MOU), (v) the City's compliance or non-compliance with the California Environmental Quality Act or any other law applicable to the approval, processing and implementation of the Temporary Development, the approval of this MOU, the Temporary Improvements, (vi) any soils subsidence, landslides or soil movement arising out of SVBPI's activities hereunder; (vii) SVBPI's handling, releasing, disposing, transporting or arranging for the handling, releasing, disposing or transporting of any hazardous wastes, substances or materials as those terms may be defined by any law, ordinance and/or regulation of any regulatory agency with jurisdiction; and/or (viii) SVBPI's violation of any applicable law, ordinance or regulation, whether or not there is concurrent, passive negligence on the part of the City, its elective and appointive boards, commissions, officers, agents, and employees, and regardless of the City's approval of the Plans or City's inspection, approval or acceptance of the Temporary Improvements and notwithstanding any limitation on the amount or type of damages or compensation payable by or for SVBPI under Workers' Compensation, Disability, or other employee benefit acts, the acceptance of insurance certificates required under this MOU, or the terms, applicability, or limitations of any insurance held by SVBPI. SVBPI indemnifies the City for any liability, cost, expense, including attorney's fees, incurred by the City in enforcing this Section 6.2. This Section 6.2 shall survive termination of this MOU for any reason. City shall provide SVBPI with prompt written notice of any claim and shall reasonably cooperate with SVBPI in the defense of the proceeding. Nothing in this section shall prohibit the City from participating in the defense of any proceeding. In the event SVBPI is required to defend the City in connection with any proceeding, the City shall retain the right to choose and approve the Counsel to so defend the City, approve all significant decisions in the manner the defense is conducted, and approve any and all settlements. If the City chooses to have Counsel of its own to defend any proceedings where SVBPI has already retained counsel to defend the City in such matters, the fees and expenses of the Counsel selected by the City, including but not limited to the City Attorney's Office shall be paid or reimbursed by SVBPI.

6.3 INSURANCE

SVBPI (and its contractors, where applicable) shall procure and maintain for the duration of this MOU, and for two (2) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Temporary Development, Temporary Services, or SVBPI's use and occupancy of the Subject Property. The cost of such insurance shall be borne by SVBPI.

(a) Minimum Scope and Limits of Insurance:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, property damage, bodily injury, and personal and advertising injury. Limits shall be no less than \$5,000,000 per occurrence. If a general aggregate limit applies, it shall apply separately to this project/location.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if SVBPI has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California, or if SVBPI is not subject to state jurisdiction, a Workers' Benefit policy providing statutory benefits comparable to California law.
4. Employer's Liability: Limits of no less than \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability (Errors and Omissions): If SVBPI employs licensed professionals (e.g., medical personnel, engineers) directly, limits of no less than \$2,000,000 per claim.

(b) Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: The City of Vallejo, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SVBPI including materials, parts, or equipment furnished in connection with such work or operations. (ISO Form CG 20 10 and CG 20 37 or equivalent).
2. Primary Coverage: For any claims related to this MOU, SVBPI's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of SVBPI's insurance and shall not contribute with it.
3. Waiver of Subrogation: SVBPI hereby grants to the City a waiver of any right to subrogation which any insurer of SVBPI may acquire against the City by virtue of the payment of any loss under such insurance.

4. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager.
- (c) Contractors: SVBPI shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and SVBPI shall ensure that the City is an additional insured on insurance required from contractors.
- (d) Verification of Coverage: SVBPI shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

6.4 CEQA

This MOU and Encroachment Permit have been reviewed for compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 *et seq.* is found exempt CEQA pursuant to CEQA Guidelines Section 15303 and 15304, in that the MOU addresses the provision of water and other utility extensions and street improvements of reasonable length that can serve construction of small structures less than 10,000 square feet in floor area, and where all necessary public services are available, in a circumstance where the construction of the structure is not subject to CEQA as the City has no power to approve or disapprove the structures. In addition, the MOU merely provides public services to the site of a temporary use of land having negligible or no permanent effects on the environment where it involves no environmentally sensitive areas, or removal of trees, no slopes greater than 10% will be constructed upon, and where the project is a smaller temporary use of the federal trust property for which a Larger Casino development project was reviewed pursuant to the National Environmental Policy Act (NEPA) and for which an Environmental Assessment was previously adopted by the Secretary of the Interior.

6.5 NO THIRD- PARTY BENEFICIARIES. This MOU does not confer any rights or benefits upon any person or entity other than the Parties, their successors, or permitted assigns.

6.6 CONFIDENTIALITY. The Parties agree that, to the extent permitted by law, any non-public information disclosed during the negotiations or performance of this MOU ("Confidential Information") shall be treated as confidential. Confidential Information may include proprietary business data, financial details, trade secrets, or any other information that is reasonably designated as confidential by SVBPI as the disclosing party. Notwithstanding the foregoing, SVBPI may disclose this MOU and any Confidential Information to its representatives, agents, legal counsel, financial advisors, consultants, and its development and management partners, provided such persons or entities are informed of the confidential nature of the information and agree to maintain its confidentiality. The City shall not disclose any Confidential Information to third Parties except as required by law, including, but not

Either Party may change its address for the purposes of this MOU by providing written notice of the new address to the other Party.

6.8 AMENDMENT. This MOU may be amended at any time by mutual written consent of both Parties. All amendments, supplements, or modifications must be in writing and signed by the authorized representative of the Party.

6.9 HEADINGS; WORD USAGE; CONSTRUCTION. Headings and captions used herein are intended as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope or any provision contained in this MOU. Unless the context clearly requires otherwise, plural words include the singular and singular words include the plural, the masculine, feminine, and neuter genders are each deemed to include the others, the words “shall”, “will”, “must”, or “agrees” are mandatory, the words “may” or “should” are permissive, the word “or” is not exclusive, the words “includes” or “including” are not limiting, and defined terms may or may not be capitalized. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this MOU. This MOU shall be interpreted in an impartial manner, without regard to which Party drafted any provision. Both Parties acknowledge that they have had the opportunity to negotiate the terms and therefore agree that no presumption will arise against the drafting Party in interpreting or enforcing the Agreement.

6.10 SEVERABILITY. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. To the extent possible, the invalid, illegal, or unenforceable provision will be modified to reflect the original intent of the Parties while complying with applicable law.

6.11 WAIVER. No delay or failure by either Party to exercise any right, power, or privilege under this MOU will be deemed a waiver of such right, power, or privilege. A waiver of any breach shall not constitute a waiver of any subsequent breach.

6.12 COUNTERPARTS. This MOU may be executed by facsimile or by electronic means in counterparts, each of which will be deemed an original, and all of which, taken together will constitute but a single instrument.

6.13 ELECTRONIC SIGNATURE. The Parties agree that this MOU may be executed by electronic signatures appearing on this MOU are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The Parties agree that they will not contest the validity or enforceability of this MOU solely on the grounds that it was signed electronically. Each Party agrees to

be bound by its own electronic signature and to accept electronic signatures from the other Party. The Parties agree to treat electronic signatures as original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by their duly authorized representatives and have executed this Memorandum of Understanding as of the date last written below.

CITY OF VALLEJO:

Date: _____ By: _____

APPROVED AS TO FORM BY CITY ATTORNEY:

Date: _____ By: _____

Veronica Nebb, Esq.
City Attorney

SCOTTS VALLEY BAND OF POMO INDIANS:

Date: _____ By: _____

Shawn Davis
Tribal Chairman

APPROVED AS TO FORM BY COUNSEL FOR SVBPI:

Date: _____ By: _____

Patrick R. Bergin, Esq.
Peebles Bergin Schulte & Robinson LLP

EXHIBIT A



The Subject Property is identified on the map as parcels 182020080, 182020010, and 182020020.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

(APN 0182-020-010)

Beginning at the point of intersection of the Northerly line of Columbus Parkway (County Road No. 233) with the Westerly line of Parcel 1 of the Record of Survey of the Upper and Middle Hunter Ranches, filed for record 17 March, 1965 in Book 9 of Surveys at Page 42, Solano County Records; thence 650 feet Easterly, along the Northerly line of Columbus Parkway to the Southwest corner of Parcel A; thence; thence Northerly 650.00 feet along the Westerly line of Parcel A; thence Westerly at 90° to the proceeding course 629.29 feet to the Westerly line of said Parcel 1; thence South 12°02'48" West, 651.32 feet to the Point of Beginning.

(APN 0182-020-020)

Commencing at the point of intersection of the Northerly line of Columbus Parkway (County Road No. 233), with the Westerly line of Parcel 1 of the Record of Survey of the Upper & Middle Hunter Ranches, filed for record 17 March, 1965, in Book 9 of Surveys at Page 42, Solano County Records; thence 650 feet Easterly along the Northerly line of Columbus Parkway to the True Point of Beginning; thence Northerly at right angles to the Northerly right-of-way line of Columbus Parkway, 950 feet; thence Easterly, 950 feet; thence Southerly, 950 feet to the Northerly line of Columbus Parkway; thence Westerly 950 feet to the True Point of Beginning.

Excepting Therefrom:

That portion of the herein described property as described in the Amended Final Judgement in Condemnation pursuant to stipulation Superior Court Case No. 48484, recorded September 7, 1970, in Book 1643 of Official Records, at Page 112, as Instrument no. 16338.

(APN 0182-020-080)

That portion of the parcel of land shown as 301.669 +/- acres lying North of the centerline St. John's Mine Road in Book 15 of Surveys at Page 18, Solano County Records described as follows:

Beginning at the Northwesterly corner of Parcel A shown as "N.D.S Dev. Corp., Book 1796 O.R. Page 333 S.C.R." in Book 15 of Surveys at Page 18, Solano County Records; thence North 57°28'48" West, 280.54 feet; thence North 88°25'41" West, 464.40 feet; thence South 17°42'05" East, 224.00 feet; thence South 12°02'48" West, 159.71 feet; thence South 81°42'05" East, 629.29 feet; thence North 8°17' 55" East, 300.00 feet to the Point of Beginning.

(APN: 0182-010-010)

That certain parcel of land delineated on the Map entitled "Record of Survey of a Parcel of Land East of U.S. 40 and North of Columbus Parkway, Vallejo, California", made by Edward F. Schwafel, Engineer, Inc., filed in the Office of the County Recorder of Solano County, California, on July 28, 1965, in Book 9 of Surveys, at Page 61.

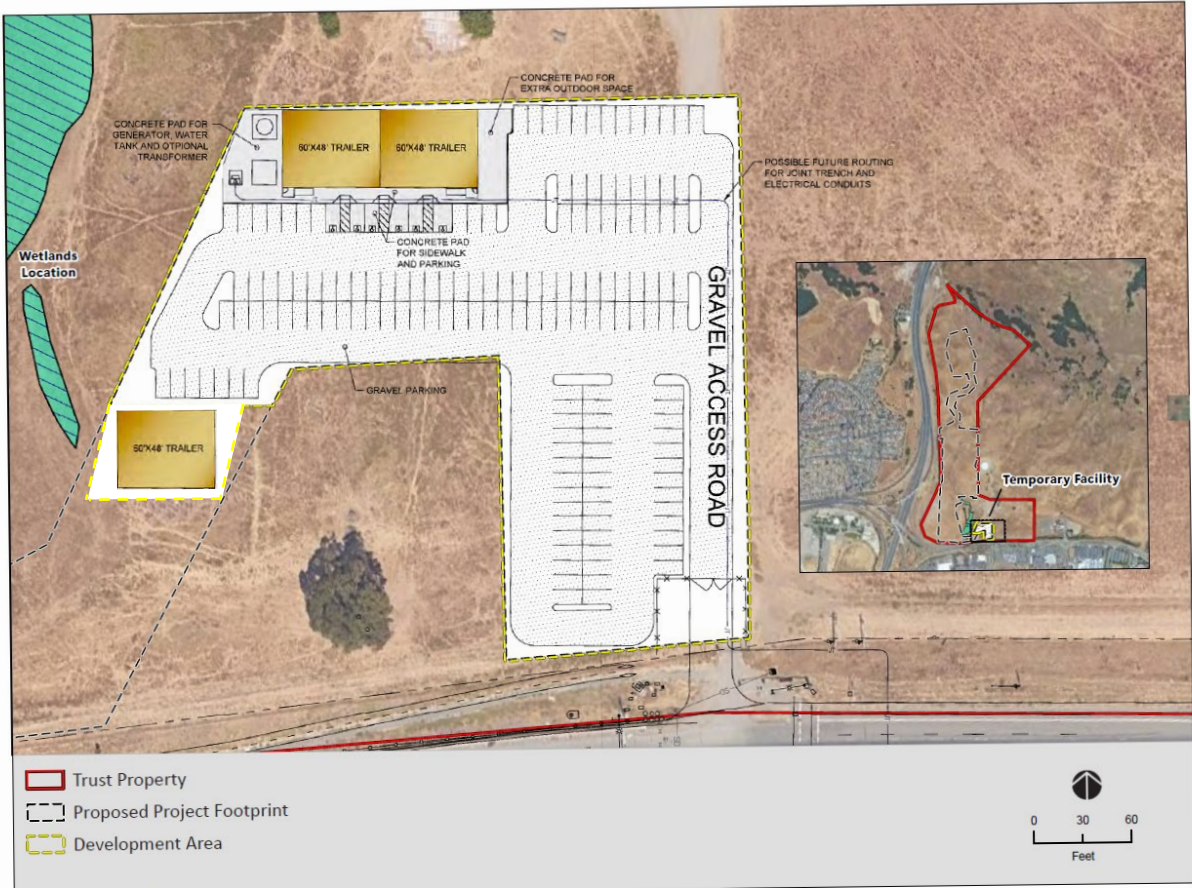
EXCEPTING THEREFROM an undivided 11/24 interest in and to all oil, gas, asphaltum, hydrocarbons, minerals and kindred substances in and under said land below the depth of 500 feet from the surface thereof, but without the right of entry upon or through the surface of said lands as reserved in the Deed dated November 1, 1965, recorded November 12, 1965, in Book 1368 of Official Records, Page 280, Instrument No. 31220, executed by Henry Shaprio, et al, to Robert Larner, et ux.

ALSO EXCEPTING THEREFROM undivided 13/24 interest in and to all oil, gas, asphaltum, hydrocarbons, minerals and kindred substances in and under sa[d land below a depth of 500 feet from the surface thereof but without the right of entry upon or through the surface of said lands as reserved in the Deed executed by Robert Larner and Beverly Larner, his wife, dated December 31, 1968 and recorded December 31, 1968, in Book 1542 of Official Records, Page 357, Instrument No. 23899.

ALSO EXCEPTING THEREFROM the parcel of land described as Parcel 10A in the Final Order of Condemnation had on April 14, 1972 in the Superior Court, Solano County, Case No. 50096, a Certified Copy of which was recorded April 14, 1972, in Book 1744 of Official Records, at Page 151, Instrument No. 8056.

ALSO EXCEPTING THEREFROM the parcel of land described in the Grant Deed from Charles G. Moyer and Diane E. Moyer, husband and wife, to the State of California, dated September 22, 1980 and recorded December 4, 1980, Instrument No. 53746, Page 88104, Solano County Records.

Exhibit B



Sheehan Partners 2024 and Google Earth

Figure 1.4-1
Temporary Facility Site Plan

EXHIBIT C

PROJECT DESCRIPTION

Scotts Valley Band of Pomo Indians (“SVBPI”), a federally recognized Indian tribe, proposes to establish and operate a temporary Class II gaming facility (“Temporary Development”) on federally held trust land located at 200 Columbus Parkway in Vallejo, California (the “Subject Property”). The Temporary Development supports the Tribe’s governmental and economic development objectives for the Tribal Property, including the exercise of tribal regulatory authority, the implementation of the Tribe’s economic development and land management goals, and the deployment of phased development consistent with the conditions of the trust acquisition by the United States.

The Temporary Development will consist of approximately 5,400 square feet of two enclosed modular structures housing up to 100 gaming positions, along with related support space, parking, security, utilities, and limited food and beverage service. In addition, the Tribe may install a separate, smaller modular structure of approximately 2,700 square feet to be used exclusively for tribal governmental office purposes. The governmental office structure constitutes a tribal governmental use and is part of the Temporary Development.

The Temporary Development will feature no commercial kitchen, no bar service, and no entertainment venue. Food and beverage service may later be provided by local food truck partners and/or pre-packaged items. The Facility will include four restrooms, security stations, surveillance systems, cash handling infrastructure, and back-of-house administrative space necessary for gaming operations.

The Temporary Gaming Facility will be open to the public on a limited basis, initially operating between 10:00 a.m. and 6:00 p.m. daily, with a transitional window to 10:00 p.m. to allow the Tribe to scale operations pursuant to demand and staffing. Operational hours may further be adjusted pursuant to demand and staffing.

The Temporary Development will operate exclusively Class II gaming as defined under the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. § 2703(7), and will not include Class III gaming devices or table games.

The Temporary Gaming Facility will be located on the southern portion of the Subject Property identified for Temporary Development and described in the City–SVBPI Memorandum of Understanding, at Exhibit B.

To support the Temporary Development, the Tribe will undertake limited construction activity, including driveway improvements, trenching for temporary utilities, and installation of hydrants and connections necessary to support life-safety services. Such work will occur under right-of-way procedures with the City of Vallejo pursuant to the this MOU.

SVBPI will provide 24/7 onsite security to the Tribal Property, and the City retains authority to respond to public safety threats or criminal activity under applicable federal and state law, including Public Law 83-280, while respecting Tribal sovereignty.

Exhibit D

Financial Mitigation Measures

This Exhibit D sets forth the mitigation measures identified through the City's Impact Analysis referenced in the Recitals to this Memorandum of Understanding ("MOU"). These measures are intended to address interim service impacts associated with the Temporary Development and establish the framework for financial mitigation funding to be provided by the Scotts Valley Band of Pomo Indians ("SVBPI"). Consistent with Section 2.2 of this MOU, the mitigation measures described herein are implemented through the funding mechanism set forth in Exhibit E.

1. Purpose: The Parties acknowledge that this Exhibit D identifies the categories of mitigation measures recommended through the Impact Analysis and reflects the Parties' shared understanding regarding temporary service needs associated with the Temporary Development. This Exhibit D identifies categories of mitigation measures but does not create independent payment obligations. All payment obligations, amounts, timing, and invoicing procedures are governed exclusively by Exhibit E. The mitigation categories described in this Exhibit are informational only and do not create obligations beyond the fixed funding commitments set forth in Exhibit E. The Parties acknowledge that Exhibit E establishes the full extent of SVBPI's financial mitigation obligations during the term of this MOU unless otherwise amended by written agreement of the Parties.

2. Public Safety Mitigation Measures: SVBPI shall provide funding to support Temporary law enforcement and Fire staffing capacity associated with the Temporary Development, including funding intended to offset personnel costs related to police and fire services. The funding provided by SVBPI represents a fixed financial contribution toward public safety services and does not obligate the City to assign or maintain any specific number of personnel.

3. Fiscal Mitigation Measures: SVBPI shall provide funding to address fiscal impacts associated with Temporary municipal services, including payments in lieu of property tax revenue associated with the Tribal Property.

4. Administrative Oversight Support: SVBPI shall provide funding to support administrative oversight, coordination, and related municipal support functions subject to the funding limits set forth in Exhibit E.

5. Community Benefit Commitment: In addition to the mitigation measures described above, SVBPI intends to provide an annual community benefit contribution to support local charitable organizations within Vallejo, California, as agreed upon between the parties and reflected in Exhibit E.

6. Timing: Financial mitigation payments described in this Exhibit shall commence as set forth in Exhibit E.

EXHIBIT E

Compensation and Payment Schedule

This Exhibit E establishes the compensation amounts and payment schedule associated with the mitigation measures identified in Exhibit D and the Temporary Services provided under this MOU.

1. Annual Financial Mitigation Funding

SVBPI shall provide an annual contribution toward public safety services and fees-in-lieu of property taxes upon the effective date of this MOU. This contribution is a fixed financial mitigation payment and does not obligate the City to assign or maintain any specific personnel or staffing level:

<u>Funding Category</u>	<u>Amount</u>
Equivalent of one (1) fully loaded police officer salary	\$362,000.00
Portion of administrative assistant support	\$27,302.00
Fees-in-lieu of property taxes (Exl. APN: 0182-010-010)	<u>\$12,698.00</u>
Annual Total	\$402,000.00

2. Activation and Mobilization Fee (Year 1 Only)

SVBPI shall provide a one-time activation and mobilization fee in the amount of \$100,000 upon effective date of this MOU. The activation and mobilization fee shall become due only upon commencement of public operations of the Interim Development.

3. Community Benefit Contribution

SVBPI shall provide \$100,000 per annum for local charitable organizations whose work is conducted within Vallejo, California. The parties shall meet and confer on where the funds are allocated.

4. Total Year 1 Benefits

Total financial payments provided during Year 1 under this MOU: \$602,000

5. Payment Timing and Invoicing

- (a) Except for the Activation and Mobilization Fee described in Section 2 of this Exhibit, all annual funding obligations set forth in this Exhibit E shall commence upon effective date of this MOU. If public operations do not commence, the MOU may be terminated and payments may be refunded if services are not initiated.

(b) Water billing shall be consistent with City policies for all customers and are on a 30 day billing cycle.

(c) The activation and mobilization fee shall be invoiced during Year 1 and is paid upon effective date of this MOU.

(d) Additional Services as set forth herein and all permit processing shall be reimbursed by SVBPI to the City at the fully burdened hourly rate for all personnel costs and shall include all additional costs for supplies and contract to personnel at actual costs plus a 20% administrative fee as set forth in **Exhibit E**. Invoices must be paid within 10 business days.

(e) All amounts shall be invoiced and paid in accordance with Section 3.8 of this MOU unless otherwise mutually agreed in writing.

RESOLUTION NO. 24-184 N.C.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO
AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE
AGREEMENT WITH THE SCOTTS VALLEY BAND OF POMO INDIANS OF
CALIFORNIA RELATING TO THE PROPOSED APPLICATION TO PLACE LAND
WITHIN THE CITY OF VALLEJO IN TRUST FOR THE BENEFIT OF THE TRIBE**

WHEREAS, both Parties have engaged in preliminary discussions concerning various matters of mutual interest and concern relating to four parcels of undeveloped land located within and adjacent to the City of Vallejo boundary in Solano County, California, known to both Parties as the "Project Site," and identified by Assessor's Parcel Numbers 0182-010-010; 0182-020-010; 0182-020-020, and 0182-020-080; and

WHEREAS, the Tribe has submitted an application (Application) to the United States Department of the Interior requesting that the United States take title to the Project Site so that it will be held in trust for the benefit of the Tribe. As part of the Application, the Tribe has proposed a gaming project and project alternatives as set forth in the Environmental Assessment (Proposed Project); and

WHEREAS, the City has an interest in ensuring that if the Project Site is taken into Trust, impacts from the Proposed Project on Vallejo are adequately mitigated through the National Environmental Policy Act (NEPA) Environmental Assessment process; and

WHEREAS, the Project Site is bordered by I-80 to the west; Columbus Parkway and commercial development to the south; undeveloped land to the north; and undeveloped land, City water tank, electrical substation, and Vallejo Fire Station #27 to the east; and

WHEREAS, in the event the Department of the Interior agrees to place the Project Site into Trust for the benefit of the Tribe absent an agreement, the City would have limited regulatory authority over the Project Site or the Proposed Project; and

WHEREAS, the Parties agree that if the trust application to the BIA is approved, among other priorities, the provision of emergency services and public utilities to the Proposed Project and Project Site benefits the Tribe, the City and the citizens of the region by protecting the health and safety of persons on or near the Proposed Project and Project Site; and

WHEREAS, as the Department of the Interior completes its environmental assessment of the Proposed Project and Project Site, both Parties recognize the importance and need for immediate discussions to occur on the various topics of mutual interest concerning the Proposed Project and Project Site that include, but are not limited to: water infrastructure; existing and potential future easements and supply capacity related to same; wastewater, sewer, and storm drainage easements and capacity; vehicle and emergency vehicle access to the Project Site; transportation infrastructure and capacity; public safety capacity and response; and any other environmental impact area potentially affecting the City, its residents, businesses, and visitors; and

WHEREAS, both Parties acknowledge that the above-mentioned topics of mutual interest require prompt attention and commitment to mitigate any potential impacts caused by future development of the Proposed Project and Project Site and wish to memorialize such terms in writing; and

WHEREAS, the Parties intend to incorporate these topics, as well as any other negotiated terms, into a separate and subsequent Intergovernmental Agreement; and

WHEREAS, the purpose of this Cooperative Agreement is to establish a legally enforceable framework for negotiating and entering into an Intergovernmental Agreement to mitigate the potential impacts of the Proposed Project on the City of Vallejo; and

WHEREAS, the Tribe and the City intend to establish a cooperative and mutually respectful government-to-government relationship between each other with respect to the Tribe's potential development of the Proposed Project and Project Site and mitigation of potential impacts that are caused by future development of the Proposed Project and Project Site; and

WHEREAS, this Agreement establishes a procedure for negotiation of a government payment and funding mechanism and, by executing this Agreement and the activities contemplated herein, the City does not commit itself to any project as that term is defined under the California Environmental Quality Act or the NEPA; and

WHEREAS, the Parties expressly intend for the Intergovernmental Agreement to replace and supersede this Cooperative Agreement, and that upon its execution, the Cooperative Agreement shall be rendered null and void; and

WHEREAS, this Cooperative Agreement is not intended to limit the City's rights under applicable law to address the adequacy or appropriateness of the environmental analysis in the Environmental Assessment.

NOW, THEREFORE BE IT RESOLVED that the City Council does hereby authorize the City Manager or his designee to execute the Cooperative Agreement attached hereto as **Exhibit A**, with any modifications recommended by the City Attorney or the City Manager.

Adopted by the City Council of the City of Vallejo at a regular meeting held on November 19, 2024, with the following vote:

AYES: Mayor McConnell, Vice Mayor Loera-Diaz, Councilmembers Arriola, Bregenzer, Matulac, Palmares, and Verder-Aliga
NOES: None
ABSENT: None
ABSTAIN: None

DocuSigned by:

ROBERT H. MCCONNELL

ROBERT H. MCCONNELL, MAYOR

DocuSigned by:

Dawn G. Abrahamson

DAWN G. ABRAHAMSON, CITY CLERK

ATTEST:



SCOTTS VALLEY BAND OF POMO INDIANS

SCOTTS VALLEY TRIBAL COUNCIL

RESOLUTION NO. S.V. # 31 - 24

RESOLUTION FOR APPROVAL

TO ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE SCOTTS VALLEY BAND OF POMO INDIANS OF CALIFORNIA AND CITY OF VALLEJO

- WHEREAS, The Scotts Valley Band of Pomo Indians (“Band”) is a sovereign, self-governing Indian Tribe formally recognized by the United States Government; and
- WHEREAS, The Tribe is organized under the Constitution of the Scotts Valley Band of Pomo Indians of the Sugar Bowl Reservation (“Constitution”), adopted and approved September 24, 1994; and
- WHEREAS, Article VI, Section 3 of the Constitution vests the General Council with the reserved authority to waive the Tribe's sovereign immunity to uncontested suit; and
- WHEREAS, Pursuant to Article III of the Constitution, the governing body of the Tribe is the Tribal Council; and
- WHEREAS, Article VI, Section 3 of the Constitution vests the Tribal Council with the appropriate powers necessary to implement the provisions of the Constitution of Scotts Valley Band of Pomo Indians and to effectively govern the affairs of Scotts Valley Band of Pomo Indians; and
- WHEREAS, The jurisdiction of the Tribe extends to all those lands held in trust, or hereinafter acquired in trust by the United States of America for the Tribe or any member thereof, whether within or without the boundaries of the Sugar Bowl Reservation; and
- WHEREAS, The Tribe and the City of Vallejo (“City”) intend to establish a cooperative and mutually respectful government-to-government relationship between each other and desire to enter into a Cooperative Agreement for the purpose of negotiating topics of mutual interest and concern in an Intergovernmental Agreement to mitigate the off-trust land impacts of the Tribe's proposed casino and tribal housing project in Vallejo; and

WHEREAS, The Tribal Council has determined that it is in the best interests of the Tribe to enter into a Cooperative Agreement with the City which is legally binding and enforceable on both the Tribe and the City; and

WHEREAS, By this resolution, the Tribal Council requests that the General Council approve a limited waiver of the Tribe's sovereign immunity with regard to disputes specifically arising under the Cooperative Agreement as provided and to the extent set forth in the Cooperative Agreement.

NOW THEREFORE BE IT RESOLVED, that the Tribal Council of the Scotts Valley Band of Pomo Indians hereby authorizes and approves the Cooperative Agreement between the Tribe and the City of Vallejo, establishing a government-to-government relationship to address mutual interests and mitigate off-trust land impacts from the Tribe's proposed casino and housing project in Vallejo.

BE IT FURTHER RESOLVED, that the Tribal Council, pursuant to its authority under Article VI, Section 3 of the Constitution, requests the General Council's approval for a limited waiver of the Tribe's sovereign immunity to the extent necessary to allow for the enforcement of the Cooperative Agreement, specifically as it pertains to disputes arising under the terms of the Agreement.

BE IT FURTHER RESOLVED, that the Tribal Council authorizes the Chairman or the Tribe's designated representatives to take any necessary actions to implement the provisions of this resolution and to finalize and execute the Cooperative Agreement with the City of Vallejo.

BE IT FURTHER RESOLVED, that this resolution shall be effective immediately upon approval by the Tribal Council, and that all prior actions taken in furtherance of this Cooperative Agreement are hereby ratified and approved.

CERTIFICATION

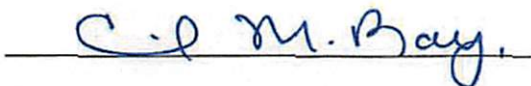
We, the undersigned duly elected officials of the Scotts Valley Band of Pomo Indians, certify that the foregoing resolution was adopted at a duly-called meeting of the Tribal Council on this 22 day of November, 2024, at which a quorum was present, by a vote of 6 for, 0 against, and 0 abstentions.

By:



Tribal Chairman

By:



COOPERATIVE AGREEMENT

BETWEEN

SCOTTS VALLEY BAND OF POMO INDIANS OF CALIFORNIA

AND

CITY OF VALLEJO

THIS COOPERATIVE AGREEMENT (“Cooperative Agreement”) is made and entered into this 22 day of ~~November~~, 2024, by and between Scotts Valley Band of Pomo Indians of California (the “Tribe”), a federally recognized Indian tribe and the City of Vallejo (the “City”), a California municipal corporation. Each referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, both Parties have engaged in preliminary discussions concerning various matters of mutual interest and concern relating to four parcels of undeveloped land located within and adjacent to the City of Vallejo boundary in Solano County, California, known to both Parties as the “Project Site,” and identified by Assessor’s Parcel Numbers 0182-010-010; 0182-020-010; 0182-020-020, and 0182-020-080; and

WHEREAS, the Tribe has submitted an application (the “Application”) to the United States Department of the Interior requesting that the United States take title to the Project Site so that it will be held in trust for the benefit of the Tribe. As part of the Application, the Tribe has proposed a gaming project and project alternatives as set forth in the Environmental Assessment (Proposed Project); and

WHEREAS, the City has an interest in ensuring that if the Project Site is taken into Trust, impacts from the Proposed Project on Vallejo are adequately mitigated through the National Environmental Policy Act (NEPA) Environmental Assessment process; and

WHEREAS, the Project Site is bordered by I-80 to the west; Columbus Parkway and commercial development to the south; undeveloped land to the north; and undeveloped land, City water tank, electrical substation, and Vallejo Fire Station #27 to the east; and

WHEREAS, the Parties agree that if the Application to the Department of the Interior is approved, among other priorities, the provision of emergency services and public utilities to the Proposed Project and Project Site benefits the Tribe, the City and the citizens of the region by protecting the health and safety of persons on or near the Proposed Project and Project Site; and

WHEREAS, as the Department of the Interior completes its environmental assessment of the Proposed Project and Project Site, both Parties recognize the importance and need for immediate discussions to occur on the various topics of mutual interest and concern regarding the Proposed

Project and Project Site that include, but are not limited to: water infrastructure; existing and potential future easements and supply capacity related to same; wastewater, sewer, and storm drainage easements and capacity; vehicle and emergency vehicle access to the Project Site; transportation infrastructure and capacity; public safety capacity and response; and any other environmental impact area potentially affecting the City, its residents, businesses, and visitors; and

WHEREAS, both Parties acknowledge that the above-mentioned topics of mutual interest and concern require prompt attention and commitment to mitigate any potential impacts caused by future development of the Proposed Project and Project Site and wish to memorialize such terms in writing; and

WHEREAS, the Parties intend to address these topics, as well as any other negotiated terms, in a separate and subsequent Intergovernmental Agreement; and

WHEREAS, the purpose of this Cooperative Agreement is to establish a legally enforceable framework for negotiating a potential Intergovernmental Agreement to mitigate the potential impacts of the Proposed Project on the City of Vallejo; and

WHEREAS, the Tribe and the City intend to establish a cooperative and mutually respectful government-to-government relationship between each other with respect to the Tribe's potential development of the Proposed Project and Project Site and mitigation of potential impacts that are caused by future development of the Proposed Project and Project Site; and

WHEREAS, this Agreement establishes a procedure for negotiation of a government payment and funding mechanism and, by executing this Agreement and the activities contemplated herein, the City does not commit itself to any project as that term is defined under the California Environmental Quality Act or the NEPA; and

WHEREAS, this Agreement does not constitute a "project" for CEQA purposes because it involves the creation of a government funding mechanism and/or other government fiscal activity. The terms in this Agreement do not involve any commitment to any "project" outside of tribal trust land which may result in a potentially significant physical impact on the environment and only require the Tribe to make payments for identified mitigation measures and community benefit programs. This Agreement does not obligate the City to undertake any specified mitigation measure or program or construction project nor does it set a time for development as those terms are used in CEQA; and

WHEREAS, the City recognizes and acknowledges that the Proposed Project will be located inside the incorporated boundaries of the City and that, if acquired into trust status, the City would have no authority to exercise jurisdiction over the Proposed Project. The City will not have legal authority to deliberate on, approve, disapprove, or otherwise exercise judgment regarding the Proposed Project. The City is therefore not deliberating on, approving,

disapproving, or otherwise exercising judgment regarding the Proposed Project by entering into this Agreement; and

WHEREAS, the Parties expressly intend for the Intergovernmental Agreement to replace and supersede this Cooperative Agreement, and that upon its execution, the Cooperative Agreement shall be rendered null and void; and

WHEREAS, this Cooperative Agreement is not intended to limit the City's rights under applicable law to address the adequacy or appropriateness of the environmental analysis in the Environmental Assessment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Objective, Intent, and Purpose

The purpose of this Cooperative Agreement is to formalize the Parties' commitment to initiating discussions and establishing a foundational framework for cooperative negotiations on matters of shared interest relating to the Proposed Project and Project Site. Immediately upon the execution of this Cooperative Agreement, the Parties shall commence diligent and good faith negotiations and shall otherwise use their best efforts to finalize, approve, execute and deliver an Intergovernmental Agreement to meet the objectives described herein. The purpose of the Intergovernmental Agreement is to provide for binding and enforceable mitigations of the potentially significant environmental effects of the Proposed Project, including but not limited to:

- (a) **Water Infrastructure, Easements, Capacity and Supply:** Design, connection, and expansion of water services to support the Proposed Project and Project Site's development, including any necessary easements, infrastructure, necessary supply, and capacity expansion.
- (b) **Sewer, Wastewater and Stormwater:** Coordinating with the Vallejo Flood and Wastewater District and the City on the establishment of appropriate easements and infrastructure necessary for wastewater and stormwater services and capacity therefor.
- (c) **Vehicle and Emergency Access:** Ensuring adequate access to the Proposed Project and Project Site for vehicles, including emergency services, to maintain public safety and facilitate emergency response.
- (d) **Transportation Infrastructure and Capacity:** Design, planning and construction of necessary infrastructure for traffic and transportation to address local and regional impacts.

- (e) **Public Safety Services:** Identifying service level capacity necessary for law enforcement, fire protection, and emergency medical services to be provided in connection with the Proposed Project impacts.
- (f) **Social Impacts:** Identifying adequate measures to address social impacts resulting from the Proposed Project, such as gambling addiction, personal bankruptcies, prostitution, drug addiction, and crime.
- (g) **Other Impacts:** Facilitating discussions of any other impacts identified in the Environmental Assessment or those which may be identified by the Parties during the negotiations contemplated herein.

This Cooperative Agreement serves as an initial step towards a comprehensive Intergovernmental Agreement that will formalize the specific terms and conditions related to these topics, as well as any other matters mutually agreed upon by the Parties. Negotiations for the Intergovernmental Agreement will be guided by a mutual evaluation of each Party's specific needs, standards, and resource capacities. This Cooperative Agreement also serves to identify ways for the Tribe and the City to work together to provide services and benefits to the Tribal community and City of Vallejo residents. The Tribe agrees to enter into a Reimbursement Agreement to reimburse the City for all costs and expenses incurred by the City in connection with the technical expert analysis required to inform the parties of the potential impacts and potential mitigations of the Proposed Project, plus a 20% Administrative fee.

2. Scope of Discussions

The discussions under this Cooperative Agreement will focus on key areas essential to the completion of the Environment Assessment of the Proposed Project and Project Site described in Section 1. The Parties are committed to promptly engaging in discussions to reach mutual understanding on these topics and incorporate the agreed-upon terms into a future Intergovernmental Agreement.

Additionally, the Parties may explore other relevant topics, including but not limited to: (i) biological resources, (ii) transportation and traffic management, (iii) visual and aesthetic considerations, (iv) geotechnical issues and landslide risk, (v) market studies and economic analysis, (vi) utility easement locations, and (vii) environmental impacts identified in the final Environmental Assessment prepared by the Department of the Interior. The Parties agree to consider any additional topics that may arise during the course of discussions.

3. Intergovernmental Agreement

The terms and conditions established through negotiations under this Cooperative Agreement, along with any additional topics identified during the discussions, will be formalized in a subsequent Intergovernmental Agreement which will be applicable if the United States

Department of the Interior places the Project Site into Trust. The Intergovernmental Agreement will incorporate the mutually agreed-upon topics set forth in this Cooperative Agreement and any other provisions that the Parties determine necessary to support the development and ongoing cooperation regarding the proposed Project and Project Site. The primary purpose of the Intergovernmental Agreement will be to provide a funding mechanism for the Tribe to compensate the City relating to the topics of interest identified herein, as well as to provide reasonable compensation to offset impacts to public safety and other impacts attributable to development and tribal gaming activities on the proposed Project and Project Site.

4. Mutual Topics of Interest

As the Department of the Interior's consideration of the acquisition of the Project Site into trust for the Tribe progresses, the Tribe and the City commit to ongoing consultation and cooperation on the following areas:

4.1. Emergency Services Provision

The Tribe and the City will work in good faith to establish the terms of an Intergovernmental Agreement for the delivery of emergency services to the Proposed Project and Project Site. This will include:

- (a) **Law Enforcement**: Negotiating provisions for law enforcement services post trust acquisition, including, but not limited to: addressing the City's requirements for training, vehicles, and personnel necessary to support law enforcement efforts at the Proposed Project and Project Site.
- (b) **Fire and Emergency Medical Services**: Currently, Vallejo Fire Station #27 serves the Proposed Project and Project Site. The Intergovernmental Agreement will include but is not limited to provision of fire protection and emergency medical service post-trust acquisition at the Proposed Project and Project Site. At the Tribe's request, the City will also negotiate terms for conducting fire inspection services at the Proposed Project and Project Site.

4.2. Infrastructure and Utility Connectivity

The Tribe plans to integrate City utility connections to serve development within the Proposed Project and Project Site, adhering to the City's development guidelines and public works standards. Key aspects include:

- (a) **Design and Approval**: Utility connections will be designed to meet City requirements, with the City responsible for reviewing and approving designs, as well as inspecting the connections. Fees and rates for City utility services will be consistent with those applied to other City customers.

- (b) **Coordination of Utilities**: The Tribe and the City will coordinate, as needed, to facilitate the extension of City utilities to and throughout the Proposed Project and Project Site.
- (c) **Easements for Utilities**: The Tribe will grant easements to the City for accessing and maintaining utility improvements that are maintained or owned by the City within the Proposed Project and Project Site, including an easement for the City's water tank access and maintenance.

4.3. Roadways

The Tribe will retain ownership of all roadways within the Proposed Project and Project Site and will be responsible for the associated design, construction, and maintenance costs. The Intergovernmental Agreement with the City will include:

- (a) **Traffic Management**: City approval of design and construction of improvements related to traffic impacts such as: new roadways, lane widening, traffic control measures, and regulatory signage.
- (b) **Emergency and Alternative Access**: Negotiating and designing easements for emergency access and alternative roadways across City or other lands to ensure adequate ingress and egress including construction and maintenance of same.

4.4. Land Use.

The Intergovernmental Agreement shall include terms for addressing land use impacts arising from the development of the Proposed Project and Project Site.

Specifically, the Parties agree that the Intergovernmental Agreement will address the City's interests and concerns regarding infrastructure on the trust land that may have an impact on the surrounding off-trust land areas. The Tribe will work collaboratively with the City to assess and address such concerns to ensure that any potential impacts on the City's infrastructure systems and services are analyzed and mitigated appropriately. Furthermore, the Tribe will be responsible for obtaining land use approvals and building permits from the City for off-trust land infrastructure development. Any off-trust land development associated with the Proposed Project shall be subject to the City's zoning and development standards, including but not limited to the City of Vallejo Zoning Code, California Building Code, California Fire Code, and other City-adopted uniform codes set forth in Title 12 of the Vallejo Municipal Code.

The Tribe acknowledges and agrees that the Proposed Project shall comply with the building and construction standards of the California Building Code and California Administrative Code or alternatively such standards of the International Building Code and International Code Council. In addition, the Tribe will agree to meet the City's building and safety standards. The Tribe will agree to consult with the City concerning the design of the

Proposed Project and to receive the City's input as to the Proposed Project design. Notwithstanding the foregoing, the Parties acknowledge that the City does not have any jurisdiction or regulatory authority over the design of the Proposed Project, does not have legal authority to approve or disapprove the Proposed Project design, and that the decision of the Tribe to accept or reject input from the City as to the Proposed Project design shall be wholly voluntary for the Tribe and within the Tribe's sole discretion. While no City-issued permits are required for construction on trust land, the Tribe shall make reasonable efforts to ensure that its design and construction meet qualifications and standards equivalent to those required by the City, where applicable to other properties within the City.

Notwithstanding the above, the City expressly retains its full authority over all existing easements and infrastructure located on the Property, and nothing in this Agreement shall be construed as a release, waiver, or limitation of the City's rights or jurisdiction concerning such easements and infrastructure. Should the Secretary of the Interior, pursuant to 12 C.F.R. 151.14(b), identify and require the elimination of such easements or encumbrances as a condition for acceptance of the Project Site into trust status due to a determination that they render title unmarketable, the Parties will meet and confer regarding any possible relocation of said easements or encumbrances at the sole cost of the Tribe. Nothing in this Agreement shall obligate the City to agree to any such relocation or to elimination of any City easement or encumbrance.

4.5 Addressing Other Potential City Impacts

The Intergovernmental Agreement will include terms for addressing potential impacts arising from the development of the Proposed Project and Project Site, such as:

- (a) **Traffic and Community Services**: Evaluating and mitigating any increased demands on traffic, community services, utilities, and land use compatibility.
- (b) **Environmental Considerations**: Facilitating discussions around environmental impacts, including wastewater and stormwater management.
- (c) **Economic Considerations**: Facilitating discussions of the Tribe's fair share of fees, taxes, assessments and other revenues that the City may lose as a result of the Proposed Project.
- (d) **Housing Considerations**: Facilitating discussions around mitigating the loss to the City's potential housing capacity.
- (e) **Other Considerations**: Facilitating discussions of impacts not expressly identified herein which may arise throughout the Environmental Assessment, trust and gaming compact process.

5. Wastewater and Stormwater Management

The Tribe acknowledges that the City does not provide wastewater or most stormwater services and will seek a separate agreement with the Vallejo Flood and Wastewater District for those services controlled by the District.

6. City Non-Opposition

Provided the Intergovernmental Agreement is timely executed by the Parties and in consideration of the covenants of the Tribe within this Cooperative Agreement, the City agrees not to oppose any efforts by the Tribe to cause the Department of the Interior to accept trust title to the Project Site for the benefit of the Tribe.

7. Term

This Cooperative Agreement shall be effective as of the date first written above and shall continue in effect until: 1) superseded by the execution of a formalized Intergovernmental Agreement; 2) terminated by the City in accordance with Section 9, below; 3) the Application is withdrawn before a final determination is made by the Department of the Interior; or 4) a final determination is made by the Department of the Interior to not take the Project Site into Trust, whichever occurs first.

8. Dispute Resolution

In an effort to foster good government-to-government relationships, the Parties agree to the dispute resolution procedures set forth in this Section. The Parties shall make their best efforts to resolve claims of breach of this Cooperative Agreement by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions and conditions of this Cooperative Agreement as follows:

- (a) A Party shall give the other party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims that constitute breach of this Cooperative Agreement.
- (b) The Parties shall meet and confer in good faith to resolve such a dispute through negotiation not later than 10 days after receipt of the notice, unless the Parties agree in writing to the extension of time.

This section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, arbitration, mediation, or utilization of a technical advisor to the Parties; provided, however, that no party is under an obligation to agree to such alternative method of dispute resolution.

9. Termination

The City has the right, at any time and in its sole discretion, to immediately terminate this Agreement by giving written notice to the Tribe.

Upon termination of this Agreement as provided herein, none of the provisions of this Agreement shall be deemed to survive such termination and neither party shall have any liability to the other Party with respect to any matters arising under or related to this Agreement.

10. Confidential Information

The Parties agree that, to the extent permitted by law, any non-public information disclosed during the negotiations or performance of this Cooperative Agreement ("Confidential Information") shall be treated as confidential. Confidential Information may include proprietary business data, financial details, trade secrets, or any other information that is reasonably designated as confidential by the Tribe as the disclosing party.

The City shall not disclose any Confidential Information to third Parties except as required by law, including, but not limited to, the California Public Records Act (CPRA), or by court order. If a request for disclosure of Confidential Information provided by the Tribe is made under the CPRA, the City shall promptly notify the Tribe. The City will cooperate with the Tribe's efforts to seek a protective order or other remedy to maintain confidentiality, if requested.

The confidentiality obligations set forth herein shall not apply to information that: (i) becomes publicly available through no wrongful act or omission of the City as the receiving Party; (ii) is lawfully received from a third party without an obligation of confidentiality; (iii) is independently developed by the City as the receiving party without reference to the disclosed Confidential Information; or (iv) must be disclosed pursuant to a legal obligation, regulation, or court order.

11. Governing Law; Venue.

This Cooperative Agreement shall be governed by the laws of the State of California. Venue shall be in Solano County.

12. Limited Waiver of Sovereign Immunity

Subject to the provisions of this Agreement, the Tribe expressly and irrevocably waives Sovereign Immunity (and defenses based thereon), in favor of the City, but not to any other person or entity, as to any dispute which specifically arises under this Cooperative Agreement, and not as to any other actions, matters, or disputes. The waiver shall include a resolution of the General Council of the Tribe, in a form similar to attachment 'A.'

13. Miscellaneous

13.1 Notices. All notices, requests, demands, and other communications under this Cooperative Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

As to the Tribe: Office of the Chairman
Scotts Valley Band of Pomo Indians
804 Eleventh Street
Lakeport CA 95453

With a copy to: Patrick R. Bergin
Peebles Bergin Schulte & Robinson LLP
2020 L Street, Ste. 250
Sacramento, CA 95811

As to the City: City Manager
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

With a copy to: City Attorney
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Either Party may change its address for the purposes of this Cooperative Agreement by providing written notice of the new address to the other Party.

12.2 Limitation of Liability. Neither Party shall be liable to the other for any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profits, revenue, data, or use, incurred by either Party or any third party, whether in an action based on contract, tort, or otherwise, even if advised of the possibility of such damages.

12.3 No Third-Party Beneficiaries. This Cooperative Agreement does not confer any rights or benefits upon any person or entity other than the Parties, their successors, or permitted assigns.

12.4 Severability. If any provision of this Cooperative Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full

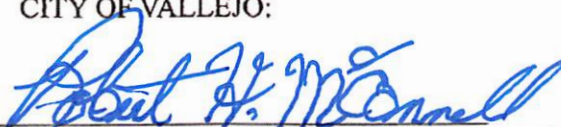
force and effect. To the extent possible, the invalid, illegal, or unenforceable provision will be modified to reflect the original intent of the Parties while complying with applicable law.

- 12.5 **Waiver.** No delay or failure by either Party to exercise any right, power, or privilege under this Cooperative Agreement will be deemed a waiver of such right, power, or privilege. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 12.6 **Amendment; Modification.** This Cooperative Agreement may be amended or modified only by a written instrument signed by both Parties. No amendment shall be effective unless it is in writing and signed by both Parties.
- 12.7 **Neutral Interpretation.** This Cooperative Agreement shall be interpreted in an impartial manner, without regard to which Party drafted any provision. Both Parties acknowledge that they have had the opportunity to negotiate the terms and therefore agree that no presumption will arise against the drafting Party in interpreting or enforcing the Agreement.
- 12.8 **Headings.** The headings and captions in this Cooperative Agreement are for convenience and reference only and do not affect the interpretation or scope of the provisions.
- 12.9 **Counterparts.** This Cooperative Agreement may be executed in counterparts.
- 12.10 **Electronic Signature.** The Parties agree that this Cooperative Agreement may be executed by electronic signatures, which shall be considered equivalent to handwritten signatures for all purposes. The Parties further agree not to challenge the validity of this Cooperative Agreement solely on the basis that it was signed electronically.

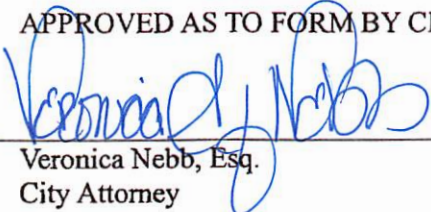
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IN WITNESS WHEREOF, the Parties have caused this Cooperative Agreement to be executed by their duly authorized representatives and have executed this Cooperative Agreement as of the date first written above.

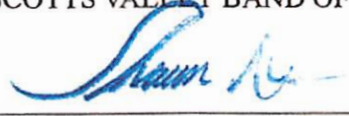
CITY OF VALLEJO:

Date: Nov 26, 2024 By: 
Robert H. McConnell Mayor

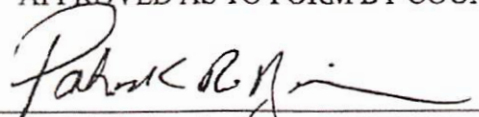
APPROVED AS TO FORM BY CITY ATTORNEY:

Date: 11/26/24 By: 
Veronica Nebb, Esq.
City Attorney

SCOTTS VALLEY BAND OF POMO INDIANS:

Date: NOV. 12, 2024 By: 
Shawn Davis
Tribal Chairman

APPROVED AS TO FORM BY COUNSEL FOR THE TRIBE:

Date: NOV. 21, 2024 By: 
Patrick R. Bergin, Esq.
Peebles Bergin Schulte & Robinson LLP



SCOTTS VALLEY BAND OF POMO INDIANS

SCOTTS VALLEY GENERAL COUNCIL

RESOLUTION NO. S.V. No. 32 - 24

RESOLUTION FOR APPROVAL BY THE GENERAL COUNCIL OF THE SCOTTS VALLEY BAND OF POMO INDIANS FOR A CERTAIN LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION FOR THE COOPERATIVE AGREEMENT BETWEEN THE SCOTTS VALLEY BAND OF POMO INDIANS OF CALIFORNIA AND THE CITY OF VALLEJO

WHEREAS, The Scotts Valley Band of Pomo Indians (“Band”) is a sovereign, self-governing Indian Tribe formally recognized by the United States Government; and

WHEREAS, The Band is organized under the Constitution of the Scotts Valley Band of Pomo Indians of the Sugar Bowl Reservation (“Constitution”), adopted and approved September 24, 1994; and

WHEREAS, Article VI, Section 3 of the Constitution vests the General Council with the reserved authority to waive the Band's sovereign immunity to uncontested suit; and

WHEREAS, Pursuant to Article III of the Constitution, the governing body of the Band is the Tribal Council; and

WHEREAS, Article VI, Section 3 of the Constitution vests the Tribal Council with the appropriate powers necessary to implement the provisions of the Constitution of Scotts Valley Band of Pomo Indians and to effectively govern the affairs of Scotts Valley Band of Pomo Indians; and

WHEREAS, The jurisdiction of the Band extends to all those lands held in trust, or hereinafter acquired in trust by the United States of America for the Band or any member thereof, and

WHEREAS, The Band and the City of Vallejo (“City”) intend to establish a cooperative and mutually respectful government-to-government relationship between each other and have entered into a Cooperative Agreement, authorized by Tribal Council Resolution No. 31-24, for the purpose of negotiating topics of mutual interest and concern in an Intergovernmental Agreement regarding the Band’s proposed casino and tribal housing project in Vallejo; and

WHEREAS, by Tribal Council Resolution No. 31-24, the Tribal Council has requested that the General Council approve a limited waiver of the Tribe's sovereign immunity with regard to disputes specifically arising under the Cooperative Agreement as provided and to the extent set forth in the Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

- A. Delegation of Authority to Offer Limited Waiver of Sovereign Immunity. The General Council hereby authorizes the grant of a limited waiver of sovereign immunity and authorizes the Tribal Council to effectuate the waiver on behalf of the Band to the City of Vallejo (the "City"), for the purpose of executing the Cooperative Agreement, provided that such waivers are in compliance in all material respects with this Resolution and the limitations set forth herein.
- B. Prescription on Recourse under Limitations of Waivers of Sovereign Immunity. The limited waiver of sovereign immunity the Tribal Council authorizes and approves on behalf of the Band must comply in all material respects with the limited purposes according to the conditions set forth in this Resolution, must specifically identify the benefiting party, and must be in accordance with this Resolution.
- C. Limited Waiver of Sovereign Immunity. The Band does not consent to a waiver of sovereign immunity from suit except for the limited purpose as set forth in this section. The grant of a waiver of sovereign immunity set forth herein only applies to the City, but not to any other person or entity, as to any dispute which specifically arises under this Cooperative Agreement, and not as to any other actions, matters, or disputes. Except as expressly stated herein, nothing in this limited waiver of sovereign immunity shall be deemed a further waiver of the Band's sovereign immunity or a consent to the jurisdiction of any State or Federal court or any other body.

BE IT FURTHER RESOLVED that the General Council authorizes the Chairman of the Tribal Council and the Tribe's designated representatives to take any necessary actions to implement the provisions of this resolution and to finalize and execute the Cooperative Agreement with the City of Vallejo.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon approval by the General Council.

CERTIFICATION

We, the undersigned duly elected officials of the Scotts Valley Band of Pomo Indians, certify that the foregoing resolution was adopted by an initiative petition of the General Council on the 22nd day of November 2024, at which a quorum was present, by a vote of 6 for, 0 against, and 0 abstentions.

By:

By:

GENERAL COUNCIL RESOLUTION

Shawn N. 11/22/24
Tribal Chairman Date

C. P. M. Bay 11/22/24
Tribal Secretary Date

be modified so as to apply to service performed by employees in positions covered by the Wisconsin retirement fund.

“(2) All employees in positions covered by the Wisconsin retirement fund at any time on or after January 1, 1951, shall, for the purposes of subsection (c) only, be deemed to be a separate coverage group; except that there shall be excluded from such separate coverage group all employees in positions to which the agreement applies without regard to this subsection.

“(3) The modification pursuant to this subsection shall exclude (in the case of employees in the coverage group established by paragraph (2) of this subsection) service performed by any individual during any period before he is included under the Wisconsin retirement fund.

“(4) The modification pursuant to this subsection shall, if the State of Wisconsin requests it, exclude (in the case of employees in the coverage group established by paragraph (2) of this subsection) all service performed in policemen’s positions, all service performed in firemen’s positions, or both.”

Effective date.

SEC. 2. For the purposes of section 218 (f) of the Social Security Act (relating to effective dates of agreements), the amendment made by the first section of this Act shall take effect as of January 1, 1951.

Approved August 15, 1953.

Public Law 280

CHAPTER 505

AN ACT

August 15, 1953
[H. R. 1063]

To confer jurisdiction on the States of California, Minnesota, Nebraska, Oregon, and Wisconsin, with respect to criminal offenses and civil causes of action committed or arising on Indian reservations within such States, and for other purposes.

Indians.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That chapter 53 of title 18, United States Code, is hereby amended by inserting at the end of the chapter analysis preceding section 1151 of such title the following new item:

State jurisdiction over criminal offenses.

“1162. State jurisdiction over offenses committed by or against Indians in the Indian country.”

SEC. 2. Title 18, United States Code, is hereby amended by inserting in chapter 53 thereof immediately after section 1161 a new section, to be designated as section 1162, as follows:

“§ 1162. State jurisdiction over offenses committed by or against Indians in the Indian country

“(a) Each of the States listed in the following table shall have jurisdiction over offenses committed by or against Indians in the areas of Indian country listed opposite the name of the State to the same extent that such State has jurisdiction over offenses committed elsewhere within the State, and the criminal laws of such State shall have the same force and effect within such Indian country as they have elsewhere within the State:

“State of	Indian country affected
California.....	All Indian country within the State
Minnesota.....	All Indian country within the State, except the Red Lake Reservation
Nebraska.....	All Indian country within the State
Oregon.....	All Indian country within the State, except the Warm Springs Reservation
Wisconsin.....	All Indian country within the State, except the Menominee Reservation

“(b) Nothing in this section shall authorize the alienation, encumbrance, or taxation of any real or personal property, including water rights, belonging to any Indian or any Indian tribe, band, or community that is held in trust by the United States or is subject to a restriction against alienation imposed by the United States; or shall authorize regulation of the use of such property in a manner inconsistent with any Federal treaty, agreement, or statute or with any regulation made pursuant thereto; or shall deprive any Indian or any Indian tribe, band, or community of any right, privilege, or immunity afforded under Federal treaty, agreement, or statute with respect to hunting, trapping, or fishing or the control, licensing, or regulation thereof.

Taxation of property, etc.

“(c) The provisions of sections 1152 and 1153 of this chapter shall not be applicable within the areas of Indian country listed in subsection (a) of this section.”

SEC. 3. Chapter 85 of title 28, United States Code, is hereby amended by inserting at the end of the chapter analysis preceding section 1331 of such title the following new item:

State jurisdiction over civil causes.

“1360. State civil jurisdiction in actions to which Indians are parties.”

SEC. 4. Title 28, United States Code, is hereby amended by inserting in chapter 85 thereof immediately after section 1359 a new section, to be designated as section 1360, as follows:

“§ 1360. State civil jurisdiction in actions to which Indians are parties

“(a) Each of the States listed in the following table shall have jurisdiction over civil causes of action between Indians or to which Indians are parties which arise in the areas of Indian country listed opposite the name of the State to the same extent that such State has jurisdiction over other civil causes of action, and those civil laws of such State that are of general application to private persons or private property shall have the same force and effect within such Indian country as they have elsewhere within the State:

“State of	Indian country affected
California-----	All Indian country within the State
Minnesota-----	All Indian country within the State, except the Red Lake Reservation
Nebraska-----	All Indian country within the State
Oregon-----	All Indian country within the State, except the Warm Springs Reservation
Wisconsin-----	All Indian country within the State, except the Menominee Reservation

“(b) Nothing in this section shall authorize the alienation, encumbrance, or taxation of any real or personal property, including water rights, belonging to any Indian or any Indian tribe, band, or community that is held in trust by the United States or is subject to a restriction against alienation imposed by the United States; or shall authorize regulation of the use of such property in a manner inconsistent with any Federal treaty, agreement, or statute or with any regulation made pursuant thereto; or shall confer jurisdiction upon the State to adjudicate, in probate proceedings or otherwise, the ownership or right to possession of such property or any interest therein.

Taxation of property, etc.

“(c) Any tribal ordinance or custom heretofore or hereafter adopted by an Indian tribe, band, or community in the exercise of any authority which it may possess shall, if not inconsistent with any applicable civil law of the State, be given full force and effect in the determination of civil causes of action pursuant to this section.”

- Repeal.** SEC. 5. Section 1 of the Act of October 5, 1949 (63 Stat. 705, ch. 604), is hereby repealed, but such repeal shall not affect any proceedings heretofore instituted under that section.
- Removal of legal impediment.** SEC. 6. Notwithstanding the provisions of any Enabling Act for the admission of a State, the consent of the United States is hereby given to the people of any State to amend, where necessary, their State constitution or existing statutes, as the case may be, to remove any legal impediment to the assumption of civil and criminal jurisdiction in accordance with the provisions of this Act: *Provided*, That the provisions of this Act shall not become effective with respect to such assumption of jurisdiction by any such State until the people thereof have appropriately amended their State constitution or statutes as the case may be.
- Consent of U. S. to other States.** SEC. 7. The consent of the United States is hereby given to any other State not having jurisdiction with respect to criminal offenses or civil causes of action, or with respect to both, as provided for in this Act, to assume jurisdiction at such time and in such manner as the people of the State shall, by affirmative legislative action, obligate and bind the State to assumption thereof.
- Approved August 15, 1953.

Public Law 281

CHAPTER 506

AN ACT

August 15, 1953
[H. R. 3409]

To terminate certain Federal restrictions upon Indians.

- Repeals.** *Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That sections 467 and 2136 of the Revised Statutes (25 U. S. C., sec. 266) and section 2135 of the Revised Statutes (25 U. S. C., sec. 265), all of the said laws being laws which forbid the sale, purchase, or possession by Indians of personal property which may be sold, purchased, or possessed by non-Indians, are hereby repealed.
- Livestock.**
62 Stat. 759.
- 25 USC 461-509**
passim.
- SEC. 2. (a) Section 1157 of title 18 of the United States Code, as amended, is further amended by striking the period at the end thereof and adding the following: “: *Provided*, That this section shall apply only to livestock purchased by or for Indians with funds provided from the revolving loan fund established pursuant to the Acts of June 18, 1934 (48 Stat. 984), and June 26, 1936 (49 Stat. 1967), as amended and supplemented, or from tribal loan funds used under regulations of the Secretary of the Interior, and to livestock issued to Indians as loans repayable ‘in kind’, and to the increase of all such livestock, and only until such time as such loans are repaid: *Provided further*, That it shall be the duty of any purchaser of Indian livestock to use reasonable diligence to ascertain that such livestock are not subject to such loans.”
- Repeal.** (b) Section 1 of the Act of July 4, 1884 (23 Stat. 94, 25 U. S. C., sec. 195), is repealed.
- Approved August 15, 1953.

Public Law 282

CHAPTER 507

AN ACT

August 15, 1953
[H. R. 4508]

To authorize the sale of certain lands to the State of Oklahoma.

- Oklahoma.**
Conveyance.
- Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary

February 2, 2026

Scotts Valley Band of Pomo Indians
Attn: Shawn Davis, Chairman
200 Columbus Pkwy
Vallejo, CA 94591

Dear Chairman Davis:

KlasRobinson Q.E.D. was asked to review a study prepared for the City of Vallejo by AP Triton entitled: "Preliminary Public Safety Assessment and Mitigation Framework – Temporary Gaming Facility" [AP Triton document] in light of the previous Environmental Assessment [EA] completed for the full-scale casino project and in comparison to our own experience in evaluating governmental impact costs for casino projects. This letter presents our findings and conclusions regarding that review and comments on the likely range within which our own estimates of fiscal impact would fall if we were also requested to perform a full independent analysis of fiscal impact. We have not, at this time, been asked to perform a full independent analysis of fiscal impact and have not done so. However, the research and analysis necessary to review the AP Triton document and the previous EA is sufficient to allow for a range estimate of the likely impact if a full study was performed.

We were provided with two copies of the AP Triton document, one simply dated January 2026 and one dated more specifically January 26, 2026. It is our understanding that the January 26, 2026, version is the more current of the two, although we have not independently confirmed that. The January 26th version adds explanatory and limiting text quoted below that was not in the other document:

"This assessment is based on limited data available for the initial year of operations and is intended to provide only a preliminary understanding of potential public safety impacts. Because the temporary gaming facility represents a new operation within the City, early estimates necessarily reflect conservative assumptions and higher initial-year resource needs. As operations stabilize and more accurate data becomes available, it is expected that public safety demands and associated mitigation requirements will decrease in subsequent years.

This report should therefore be viewed as an initial planning tool rather than a comprehensive impact analysis. It is not intended to serve as AP Triton's final assessment or a complete evaluation of all potential impacts. The forthcoming AP Triton public safety impact study and the Tribal Environmental Impact Report (TEIR) will provide more detailed background, supporting data, and refined assessments. Those documents should guide the City and the Scotts Valley Band of Pomo Indians in developing long-term mitigation strategies and a durable intergovernmental agreement (IGA)."

Their TEIR designation is somewhat confusing as the Tribe completed an EA while the designation they use more closely resembles the name of a more detailed and substantively different environmental impact statement or EIS.

The January 26th version deletes a seventh recommended mitigation measure that had been included in the previous document. The deleted recommendation is quoted below:

“Mitigation Measure 7: Support for Local Public Safety Recruitment Initiative
The City is experiencing ongoing challenges in recruiting and retaining qualified public safety personnel, including police officers, firefighters, and emergency dispatchers. These staffing shortages impact response times, service levels, and overall community safety. A strategic partnership between the City and the Tribal Casino would strengthen public safety capacity while reinforcing the Tribe’s role as a collaborative community leader. We recommend establishing a Public Safety Recruitment Partnership with the Tribal Casino focused on attracting high-quality candidates to essential public safety roles. The partnership could include recruitment incentive sponsorship, joint branding and community visibility, and workforce development collaboration.”

The January 26th version revises downward the estimates of total and individual police service fiscal impacts from the prior version. The table below shows a comparison between the figures in the January 26th document and the prior document.

	<u>PRIOR DOCUMENT</u>	<u>JANUARY 26TH DOCUMENT</u>
TOTAL POLICE SERVICE IMPACT	\$555,420	\$527,440
POLICE LIEUTENANT FTE	0.25	0.2
POLICE LIEUTENANT DOLLARS	\$139,700	\$111,760
CRIME ANALYST FTE	0.4	0.4
CRIME ANALYST DOLLARS	\$68,200	\$68,200
PATROL & RESPONSE FTE	0.4	0.4
PATROL & RESPONSE DOLLARS	\$148,085	\$148,085
INVESTIGATIONS & SPECIAL UNITS FTE	0.1	0.1
INVESTIGATIONS & SPECIAL UNITS DOLLARS	\$37,020	\$37,020
TRAINING & CERTIFICATION HOURS	516	516
TRAINING & CERTIFICATION YEAR 1 COST	\$91,840	\$91,800
TRAINING & CERTIFICATION FUTURE YEARS COST	NA	\$9,180/YR
VEHICLE USAGE COST	\$12,000	\$12,000
IT & COMMUNICATIONS COST	\$18,000	\$18,000
ADMINISTRATIVE & LEGAL COST FTE	0.03	0.03
ADMINISTRATIVE & LEGAL COST DOLLARS	\$16,760	\$16,760
DISPATCH SERVICES FTE	0.15	0.15
DISPATCH SERVICES DOLLARS	\$23,815	\$23,815

The primary change is a reduction in the time estimated to be required of their recommended police lieutenant level liaison position. There is also a small adjustment in the training cost estimate and the addition in the January 26th document of a much lower annual cost after the first year that was not included in the prior document. All other figures are the same. The reduction in estimated time for the police lieutenant is accompanied in the January 26th document by a more detailed explanation not in the prior document that is quoted below:

“The estimated initial year’s time commitment for the Police Lieutenant serving as the Law Enforcement Tribal Gaming Liaison is calculated at 0.20 Full-Time Equivalent (FTE), which equates to approximately 8 hours per week. This allocation accounts for the Lieutenant’s regular duties, as well as periodic meetings and incident review sessions associated with the liaison role.

Looking ahead, the time commitment may be adjusted downward to approximately 0.10 FTE, representing 4 hours per week. This reduction would reflect increased efficiencies and the potential stabilization of operations as the liaison structure matures.”

The January 26th version also revises downward the estimates of total and individual fire service fiscal impacts from the prior version. The table below shows a comparison between the figures in the January 26th document and the prior document.

	PRIOR DOCUMENT	JANUARY 26TH DOCUMENT
TOTAL FIRE SERVICE IMPACT	\$264,518	\$238,781
FIRE PREVENTION MANAGER FTE	0.5	0.4
FIRE PREVENTION MANAGER DOLLARS	\$128,820	\$103,056
FIRE SUPPRESSION READINESS FTE	0.15	0.15
FIRE SUPPRESSION READINESS DOLLARS	\$38,650	\$38,650
EMS & MEDICAL RESPONSE FTE	0.2	0.2
EMS & MEDICAL RESPONSE DOLLARS	\$51,525	\$51,525
SPECIALIZED RESCUE FTE	0.02	0.02
SPECIALIZED RESCUE DOLLARS	\$5,150	\$5,150
TRAINING & PREPAREDNESS HOURS	332	332
TRAINING & PREPAREDNESS YEAR 1 COST	\$29,373	\$29,400
TRAINING & PREPAREDNESS FUTURE YEARS COST	NA	\$2,940/YR
APPARATUS & CAPITAL EQUIPMENT WEAR	\$7,000	\$7,000
APPARATUS & CAPITAL EQUIPMENT REPLACEMENT	\$4,000	\$4,000

The primary change is a reduction in the time estimated to be required of their recommended deputy fire marshal fire prevention manager position. There is also a small adjustment in the training cost estimate and the addition in the January 26th document of a much lower annual cost after the first year that was not included in the prior document. All other figures are the same. The reduction in estimated time for the fire prevention manager is accompanied in the January 26th document by a more detailed explanation not in the prior document that is quoted below:

“During the first year of operation, the Fire Prevention Manager—serving as the Fire/EMS Tribal Gaming Liaison—will be required to dedicate an estimated 0.40 Full-Time Equivalent (FTE). This equates to approximately 16 hours per week, in addition to periodic meetings and reviews of any incidents that may occur.

It is anticipated that, after the initial year, the time commitment for this role may decrease. Future staffing needs are projected at approximately 0.10 FTE, or about 4 hours per week, reflecting increased efficiency and familiarity with facility operations.”

Both documents combine the two totals for police and fire costs. The prior document simply ends with the statement: “Total Estimated Cost Reimbursement: \$819,938,” and no further discussion or explanation. The January 26th document ends with a multi-paragraph narrative that includes the combined police and fire cost figures as quoted below:

“Projected Public Safety Costs for the Temporary Gaming Facility

The estimated public safety costs for the temporary gaming facility are projected to be \$766,221 for the first year of operations. This initial figure reflects the City's need to address the highest level of uncertainty and increased demand during the facility's start-up phase. Included in these early costs are several one-time or start-up expenses, such as initial staffing, training, and contingency planning, all of which are essential for the City to respond effectively from the outset.

Because these expenditures are concentrated at the beginning of the facility's operations, the first-year estimate is higher than anticipated future costs. As the temporary gaming facility becomes operational, patterns of calls for service will become clearer and data will be available to guide future resource allocation. Consequently, many of the initial expenses may be reduced or may no longer be necessary. Once operations stabilize and appropriate adjustments are made to training and staffing, ongoing annual costs are expected to decrease and become more predictable. Based on current understanding, the annual cost could be reduced to approximately \$523,969.

It should be noted, however, that if the facility expands into a larger permanent location, there may be a need for increased response staffing for both law enforcement and fire/EMS services.

This assessment is preliminary. A comprehensive public safety impact study, to be conducted by AP Triton, will provide a detailed evaluation of the facility's impact, including refined cost projections, long-term staffing requirements, and recommended mitigation strategies. The findings from this study will guide future negotiations and ensure that the partnership between the City and the Scotts Valley Band of Pomo Indians is fair, transparent, and cost-neutral for Vallejo residents.”

Notwithstanding their titles, neither document truly constitutes an actual independent estimate or projection of actual costs likely to be incurred by the City of Vallejo. Neither document offers any justification of the cost figures, time requirements or position designations they recommend and that form the basis of the figures they present. While they describe what the position and estimates are meant to cover, they offer no justification in support, no comparison to other jurisdictions or even to the current Vallejo budget and operating characteristics for fire and police. Rather than an independent estimate of actual cost, the documents represent recommendations for initial negotiating positions for the city in reaching intergovernmental agreements with the tribe. They detail what AP Triton recommends the city *ask for* rather than what they are likely to have to spend, even though they justify those recommended negotiating positions with cost figures. This is evident in language from within the January 26th document including the following:

“To support effective coordination between the City of Vallejo and the Scotts Valley Band of Pomo Indians (SVBPI), the City should propose the formal designation of three key public-safety positions:

- *One Police Lieutenant (City of Vallejo Police Department)*
- *One Crime Analyst (City of Vallejo Police Department)*
- *One Fire Prevention Manager (Vallejo Fire Department)”* (page 7)

“This report should therefore be viewed as an initial planning tool rather than a comprehensive impact analysis. It is not intended to serve as AP Triton’s final assessment or a complete evaluation of all potential impacts. The forthcoming AP Triton public safety impact study and the Tribal Environmental Impact Report (TEIR) will provide more detailed background, supporting data, and refined assessments. Those documents should guide the City and the Scotts Valley Band of Pomo Indians in developing long-term mitigation strategies and a durable intergovernmental agreement (IGA).” (pages 1-2)

“Preliminary City Objectives for Negotiation

1. ***Cost Neutrality*** *Ensure that incremental Police, Fire/EMS, and Dispatch costs attributable to the facility are covered through predictable contributions.*
2. ***Safety and Risk Management*** *Maintain high standards of public safety and emergency response.*
3. ***Data Sharing and Transparency*** *Establish regular reporting on call-for-service trends and operational issues.*
4. ***Scalable Framework*** *Create an agreement that can adapt when the Tribe pursues a larger or permanent facility in the future.”* (page 6)

It is also evident in the nature of the firm used, AP Triton and their staff. Although the documents provide no background on the firm or its staff, their website describes the nature of the organization and the qualifications of its leadership. AP Triton is not an economic forecasting firm and is not staffed by economists. It is a firm owned and staffed by former fire chiefs and fire fighters. It does not list any individual staff with expertise in police departments. However, it indicates that it they have consultants that have such expertise. These are most likely sub-contractors with similar qualifications in law enforcement operations, although that cannot be verified from their website. There is no indication on their website of staff with economics backgrounds. The background information on their website about one of their owners, Scott A. Clough, includes the following statement:

*“Still active as a leader in the fire service and a successful entrepreneur, Scott envisioned the possibilities of repositioning EMS and ambulance service in the public sector. He knew from his entrepreneurial experiences that if you looked at the service from a business standpoint, you could institute groundbreaking change, **taking the service from break-even to a revenue-generating proposition**. He then sat down and wrote a skillful and innovative business plan and launched his vision. With exceptional results in the initial program, Scott launched these practices on a national scale, consulting with service leaders in public and private agencies across the country.”* (emphasis added)

It is clear from their website that they have substantial experience and expertise in the management and staffing of fire and EMS services. They lay claim to the same expertise in policing as well. This would explain the orientation of the documents they have prepared to date for the City of Vallejo regarding the new temporary casino from an operational and advocacy perspective rather than from an independent economic perspective. It explains why their methods are not grounded in current and well-accepted economic approaches to projecting actual impacts from demonstrated performance in other markets, but rather on unsupported guestimates of what might happen and what might be needed.

There was a time, roughly 30 years ago, when the only practical option for estimating increased costs for government services from a new casino was to build up an estimate of staffing and equipment needs from discussion with operations personnel in police and fire departments based upon what they thought or feared they might require. This was necessary at that time because there was no track record for the actual effect of casino development on government service costs in new markets. This is what AP Triton has done, based upon their own experience and, presumably, upon some discussions with local officials, although there is no statement in their reports that such discussions took place. However, such an approach is no longer necessary. There are now numerous jurisdictions of all sizes and types into which casinos of all sizes and types have been introduced where the true impact on government service needs and costs can be ascertained.

One of the first lessons learned as this information became available was that the early estimates built from interviews with local service providers were wildly inaccurate and almost uniformly overstated. The reasons were simple and not unexpected. Given the uncertainty involved and the practical nature of the government funding process that provides great incentive to get as much funding as possible up front rather than trying to seek more funding at a later date, there was a natural tendency to greatly overestimate the needs and the associated costs.

The problems with cost estimates built up from what police and fire operations personnel lacking experience in dealing with a casino think they might need are shown in the AP Triton document itself. First, the negotiating positions they recommend the city take on staffing needs include positions and time assumptions that are unrealistic for the size and visitation levels expected at the temporary casino. To assign a police lieutenant or deputy fire marshal to a regular oversight responsibility for a business of this size is overkill. Vallejo only has five police lieutenants and one deputy fire chief position (currently vacant). The city has much larger businesses and attractions than the proposed 5,400 square foot, 100 machine, temporary casino. There is no indication on the Vallejo Police Department website that any of the lieutenants have any business or attraction specific job duties amongst the responsibilities listed.

The cost figures in the AP Triton report applied to their time and usage estimates are also extraordinarily high. The table below shows the effective total payroll and related cost on an annual basis for the positions that AP Triton recommends for police based upon their dollar and FTE percentage figures shown previously.

	ANNUAL PAYROLL & RELATED PER POSITION
POLICE LIEUTENANT DOLLARS	\$558,800
CRIME ANALYST DOLLARS	\$170,500
PATROL & RESPONSE DOLLARS	\$370,213
INVESTIGATIONS & SPECIAL UNITS DOLLARS	\$370,200
TRAINING & CERTIFICATION YEAR 1 COST	\$370,047
ADMINISTRATIVE & LEGAL COST DOLLARS	\$558,667
DISPATCH SERVICES DOLLARS	\$158,767

Even allowing for taxes and benefits for the staff positions shown, the effective annual payroll and related cost figures imputed from the AP Triton figures used for their estimates are clearly unrealistic and out of line with current costs for Vallejo. According to their budget documents, The overall average payroll and related cost for the 2024-2025 budget cycle for the police department equated to \$253,353 per position. Only two of the positions shown in the preceding table fall below that average and two of the positions are more than double the actual average, with the others roughly 50 percent higher. It should be noted that the same is not true for the fire department effective position annual cost equivalents. In that area, for reasons unknown, the AP Triton report does not vary the underlying annual payroll and related cost assumptions by position as they do with police, except for their training figure, and the consistent assumption they use is actually lower than the annual payroll cost for the Vallejo Fire Department applied against the budgeted number of FTEs they have. Whether the estimates by AP Triton are based upon excessive staffing and excessive cost per position or just excessive staffing alone, the result is a figure that is far higher than is realistic for the temporary casino.

Rather than the buildup wish list used by AP Triton, the more accurate analytical method to use in the present day to estimate increased costs to government from casino development is to study the true impact such development has had on other jurisdictions and adjust their experience to reflect the unique characteristics of the subject market. There are several methods for doing those types of comparisons.

One such method, which was employed by Advantage Partners Consulting, who completed the fiscal impact analysis, amongst other things, that was used in the EA prepared by Acorn Environmental, is to examine actual numbers of interactions between an existing casino or casinos and police, fire and EMS services and to apply the count of interactions at those properties to the subject property, making adjustments for differences in size, utilization and community setting. This is a well-established and accepted approach used for multiple fiscal impact assessments for casino development across the country and accepted by the Department of the Interior and local and state governments in EA and EIS documents. Both Advantage Partners and Acorn are experienced and well-qualified economic and environmental consulting firms with whom we are familiar, with extensive experience in performing such analyses for this very type of use.

Once the adjusted estimate of interactions or “calls” is determined, the average cost per call for the City of Vallejo, obtained by looking at their total call volumes and total police and fire budgets, can be multiplied by the call estimates to reach an independent and verifiable figure for likely fiscal impact. That is what was done for the EA.

The EA used the actual experience of the Hard Rock Casino Sacramento for numbers of public safety calls per one million casino visitors. They found an average of 121 calls per million visitors to the Hard Rock Casino Sacramento. They applied that figure to the 5.5 million visitor figure for the full-scale casino proposed for Vallejo, approximately **43 times** the size of the proposed temporary casino in terms of gaming positions, and arrived at an estimate of 664 calls for Vallejo police for the full-size casino. They then applied that to a cost per call figure for the Vallejo police department calculated by dividing the total annual call volume for 2023 against the total police budget for that year, yielding an estimate of incremental cost for the department of \$765,000. They further added costs for the judicial system and corrections system, assuming the same percentage increase, yielding estimates of \$243,000 in judicial costs and \$201,000 in corrections costs.

They went through a similar process for fire and EMS calls, using Hard Rock Sacramento as a base, to reach an estimate of 385 additional fire department calls for Vallejo for the full-scale casino and then applied that to an average cost per call of \$1,422 based upon the total fire department budget and total annual number of calls to yield an incremental cost estimate of \$547,500. Totaling the figures and rounding to an even \$1,000, the EA estimated total public service costs of \$1,757,000 per year for the full-size casino project.

While we accept the focus of the EA on the experience of Hard Rock Casino Sacramento, other published data is also available on public safety interactions at casinos in other states. We have previously gathered data from published reports for public safety interactions at casinos in Illinois, Ohio and Maryland. The interactions at those casinos indicate that the number of incidents in a year can vary from less than 10 to more than 400. However, the typical range and average between multiple casinos falls between 35 and 100 per year, well below the experience at Hard Rock.

As noted above, the temporary casino is only a little larger than one forty-third the size of the permanent casino for which the EA estimates were calculated. If the public service impacts were reduced proportionally, the actual impacts, including not only police and fire, but also judicial and corrections costs, would be only \$40,860 per year, a little over five percent of what the AP Triton report shows. Aside from comparison by number of gaming positions, traffic volumes can also be compared. The AP Triton report cites average daily vehicle trips for the temporary casino of 801. The EA for the larger permanent casino cites average daily vehicle trips for that facility of 8,582. If the ratio between the two traffic estimates is applied to the EA fiscal impact figures, the cost for the temporary casino would equate to \$163,989 per year, again including not only police and fire, but also judicial and corrections costs.

While facility utilization and fiscal impacts are not necessarily linear or proportional, whichever comparison is used, it is clear that the cost figures shown in the AP Triton report are unrealistic and excessive relative to the valid method used to project impacts for the larger permanent casino by reputable firms.

Although the cost per visit/call approach in the EA is widely used and accepted and far superior to building up cost figures from the wishes of operating personnel lacking experience in dealing with casinos, it has limitations that tend to lead to higher than probable cost estimates unless adjustments are made. We have found no evidence of any adjustments being made by AP Triton in their figures or even in the figures used in the EA. As a result, we would regard the EA figures as being at or above the upper range of what the true fiscal impact will be. By extension, any adjustment to those figures to apply them to the temporary facility would also be at or above the upper range of the true fiscal impact.

There are three primary adjustments that need to be made to the call-per-visit and cost-per-call method, or indeed any method, to bring it into better alignment with the likely true fiscal impact. The first and most significant adjustment required is to set the estimated cost per call at a level that recognizes fixed costs. To simply divide the total expenditures of the police or fire department by the total number of calls is simple and easy to explain but is overstated. In effect it assumes that all costs in the department are 100 percent variable when that is clearly not true. Many costs are fixed. The Police Chief's salary is not going to change because of the temporary casino. Utility costs at police departments are not going to change. These are just a couple of examples. To treat all costs as completely variable is to suggest that any change in the community whatsoever, any new business, even any new resident, automatically increases department spending when budget figures show that is clearly not the case. Therefore, the cost per call needs to be adjusted downward to reflect the fixed cost components that would not change simply due to higher call volumes.

Second, the total number of visits needs to be adjusted to reflect the proportion that comes from residents within the relevant jurisdiction. To the extent that a call is generated by or due to the actions of a local resident, it is essentially just a shift of where the resident is when the call is made or when the action occurs. It may be true that for some types of calls a local resident is more likely to make or cause them if they are at the temporary casino than if they are at home. However, for other types of calls that is not true. It is also not necessarily true if the resident would have been out at the time at another recreational attraction in the community but chose the casino instead. Therefore, total visitation must be adjusted downward for visits that are substitutes for visits that would have occurred elsewhere in the community and calls that would have occurred for the resident regardless of where they were. For example, a heart attack would draw an EMS response whether it occurred at the casino, at home, at work or at some other venue in the community. Only visitors from outside the jurisdiction can be assumed to generate calls that would not otherwise have taken place. Even for them, if they were in the area or would have been for other reasons, then the casino itself is not necessarily the precipitating factor.

Finally, and this applies particularly to the AP Triton report as well as to the EA estimates, the degree to which a call generates reimbursement or revenue to the affected department must also be deducted from the true incremental fiscal impact. The EMS service in Vallejo has a \$560.96 first responder fee, typically collected from health insurance companies, but on some occasions from the affected individual. The Vallejo Fire Department is budgeted to capture \$325,000 in such fees in the 2025-2026 budget cycle. The police department has several fees that it collects that could apply to some of the calls they would answer at the casino, including parking fines, vehicle fines, impound fees and false alarm fees. While the revenue captured by police, fire and EMS from various incidents, fines and fees does not come close to fully covering costs of service, it should be deducted from the final estimate of fiscal impact to give a realistic picture.

We have researched actual crime statistics, bankruptcies and budget statistics in many communities around the country of varying sizes before and after casinos opened in their jurisdictions where none had existed before. We have found that budgetary changes for emergency services were mixed. In some cases, public safety expenditures went down after the casino opened, while in others, increases were lower than the rate of the overall community budget increase and yet others were higher than the increase in the rest of the budget. Budgetary changes due to changes in policy, funding sources, revenue received or other factors cannot be clearly separated from any potential impact from the opening of gaming.

The proposed temporary casino is simply too small to generate any significant incremental fiscal cost on the public safety expenditures of the City of Vallejo. With no table games, no liquor, limited operating hours and only 5,400 square feet of space, it is unlikely to generate call volumes of even the level of a typical fast-food restaurant. Unlike other small businesses, it will have its own internal security, modest though it may be at this stage. While the fiscal impact will be insignificant, it will still be non-zero. Based upon the materials we were provided and our experience with comparable analyses, we believe that if we were to do a full independent analysis of the fiscal impact of the temporary casino, we would likely reach a projection between \$64,000 and \$86,000 per year. That figure would be exclusive of any fiscal impacts that would be generated by the construction of the permanent facility during the time the temporary facility was in operation. It is possible that our actual estimate could fall outside of this range if a full study was done. However, any such deviation would be modest and could as easily fall below that range as above it.

ENGAGEMENT STATUS

This concludes or review of the AP Triton document and comments on the likely range of fiscal impact we would expect to find if we did a full, independent analysis. We believe that the AP Triton document should be regarded as an initial negotiating position for the City of Vallejo at most and one that is based upon unrealistic and poorly supported figures. You may share this letter, at your discretion, with the City of Vallejo or other governmental agencies and with any of the firms whose work we referenced. However, it must be understood that we have not, under the terms of this engagement, prepared independent projections of fiscal impact for the project, merely a range within which we would expect such projections to fall if we were to do so. Accordingly, the range cannot be construed by any party as a projection upon which they may rely. Any such projection would require additional time, analysis and documentation to complete. Please feel free to contact us with any questions.

Sincerely,

KlasRobinson Q.E.D.



James M. Klas
Founder & Principal



Matthew S. Robinson
Founder & Principal



MEMORANDUM
WATER DEPARTMENT

DATE: April 2, 2026
TO: Gillian Haen, Assistant City Manager
FROM: Melissa Cansdale, P.E. Water Operations Manager – Water Resources & Engineering
SUBJECT: Scotts Valley Casino Interim Use – Water System Capacity

The Scotts Valley Band of Pomo Indians (Tribe) is proposing interim use of three temporary trailers at the project site located east of Interstate 80 and north of the Columbus Parkway/Auto Mall Parkway corridor within the City of Vallejo (City). The interim use consists of three trailers for gaming and office functions.

To evaluate available system capacity in the vicinity of the proposed site, hydrant flow tests were conducted within the 292 Trans Vallejo Pressure Zone (292 Zone) on October 7, 2025, and within the 400 Pressure Zone (400 Zone) on October 29, 2025. These two pressure zones would be the most likely zones in the distribution system that would serve the future development. Results from both tests indicate minimal pressure loss under open hydrant flow conditions, demonstrating that the existing distribution system is performing well and has available capacity for regular services under current operating conditions.

While specific water demand projections for the interim use were not provided, the scale and nature of temporary trailer facilities are anticipated to generate relatively low domestic demand and limited fire flow requirements compared to permanent development. Based on these assumptions and the observed system performance during hydrant flow testing, the City's existing water system has sufficient capacity to accommodate the proposed interim use without adversely impacting system operations.

For service connection and meter sizing, the Tribe will be required to submit fixture counts and/or equivalent demand data consistent with City standards. This information will be used to confirm appropriate meter sizing and ensure the service connection is designed to meet anticipated demands.

This determination is limited to the interim trailer use as described above. Any future permanent development, or any interim use that exceeds typical demand characteristics for this type of facility, will require submission of detailed water demand estimates and may necessitate further hydraulic analysis to confirm system capacity and identify any required system improvements.

From: [Narcissa Wilson](#)
To: [Deena York](#); [Veronica Nebb](#); [Randy J. Risner](#); [Andrew Murray](#); [Gillian Haen](#); [Nalungo Conley](#)
Subject: Re: Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200 Columbus Parkway, Vallejo, CA
Date: Thursday, February 19, 2026 10:46:08 AM
Attachments: [image001.png](#)
[image002.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[Outlook-Logo_comp.png](#)
[Outlook-rzarnxor.png](#)
[Outlook-tj13dv0z.png](#)
[Outlook-Icon_Desc.png](#)
[Outlook-ibklrab1.png](#)
[Outlook-wfrz1uvu.png](#)

Looping in Gillian and Nalungo for awareness.

Narcissa Wilson
Executive Assistant to the City Manager, Andrew Murray
City of Vallejo | City Manager's Office
555 Santa Clara Street Vallejo, CA 94590
Office: (707) 648-4576 | narcissa.wilson@cityofvallejo.net



From: Erik Rzomp <Erik.Rzomp@cityofvallejo.net>
Sent: Thursday, February 19, 2026 10:42 AM
To: Deena York <Deena.York@cityofvallejo.net>; Veronica Nebb <Veronica.Nebb@cityofvallejo.net>; Randy J. Risner <Randy.Risner@cityofvallejo.net>; Andrew Murray <Andrew.Murray@cityofvallejo.net>
Cc: Narcissa Wilson <Narcissa.Wilson@cityofvallejo.net>; Andrea Sorce <Andrea.Sorce@cityofvallejo.net>
Subject: RE: Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200 Columbus Parkway, Vallejo, CA

That's not the part that needs response.
It's the part about Scott's Valley. Copied and italicized below.

*From: Julie Wang <smilencee2025@gmail.com>
Date: Wed, Feb 18, 2026 at 7:42 PM
Subject: Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200 Columbus Parkway, Vallejo, CA
To: <Andrew.murray@cityofvallejo.net>, <andreaforvallejo@gmail.com>*

Dear Mr. Murray and Mayor Sorce,

I write to demand that the City of Vallejo, through its officers, agents, employees, and representatives, immediately cease and desist from any and all actions, approvals, endorsements, facilitation, or other participation related to the proposed Scotts Valley Casino Resort project located near the Interstate 80 and Highway 37 intersection, commonly identified as 200 Columbus Parkway, Vallejo, California.

1. Notice of Disputed Funds and Alleged Misappropriation

I hereby place you on formal notice that I assert a substantial and ongoing legal dispute concerning the source of certain funds allegedly connected to the financing of this project. I contend that assets originating from my trust estate were misappropriated, diverted, and wrongfully used without authorization.

2. Allegations of Identity Misuse and Fraudulent Conduct

I further assert that my identity was unlawfully appropriated and that a purported marital relationship was fraudulently created in Marin County, California in or about 2018 for the purpose of exerting control over my trust assets. These matters are the subject of ongoing review and potential legal action.

3. Duty to Avoid Participation in Potentially Tainted Transactions

Upon receipt of this notice, the City is deemed to have actual knowledge of a credible claim that funds associated with the project may be subject to dispute, constructive trust, tracing, and recovery actions. Any continued advancement of the project with knowledge of these claims may expose responsible parties to claims for aiding and abetting, unjust enrichment, conversion, and related equitable remedies, to the extent permitted by law.

4. Demand

Accordingly, you are hereby directed to:

- a. Suspend all discretionary approvals, permits, agreements, endorsements, or facilitative actions related to the project;*
- b. Preserve all documents, communications, financial disclosures, and records relating to the project and its funding sources; and*
- c. Refrain from further action pending independent verification of the lawful origin of all project financing.*

This communication constitutes a good faith demand intended to prevent further harm and to preserve all legal and equitable remedies available to me. Nothing herein shall be construed as a waiver of rights, claims, or causes of action, all of which are expressly reserved.

You are requested to provide written confirmation within ten (10) calendar days of receipt that the City will comply with the foregoing demands.

Sincerely,

LiJuan Wang

7022 Granite Terrace Lane

Houston, TX 77083

Erik Rzomp

Executive Assistant to the Mayor, Andrea Sorce

City of Vallejo | Mayor's Office

555 Santa Clara Street Vallejo, CA 94590

(707) 648-4377 | erik.rzomp@cityofvallejo.net



From: Deena York <Deena.York@cityofvallejo.net>
Sent: Thursday, February 19, 2026 10:36 AM
To: Erik Rzomp <Erik.Rzomp@cityofvallejo.net>; Veronica Nebb <Veronica.Nebb@cityofvallejo.net>; Randy J. Risner <Randy.Risner@cityofvallejo.net>; Andrew Murray <Andrew.Murray@cityofvallejo.net>
Cc: Narcissa Wilson <Narcissa.Wilson@cityofvallejo.net>; Andrea Sorce <Andrea.Sorce@cityofvallejo.net>
Subject: RE: Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200 Columbus Parkway, Vallejo, CA

Hello Erik,

I'm confused as the attached shows that the Mayor's correct email reads as andrea.sorce@cityofvallejo.net

I also confirmed the City's website lists the Mayor's city-issued email.

Deena York
Law Office Supervisor
City of Vallejo | City Attorney's Office
Office: (707) 648-4485 | deena.york@cityofvallejo.net



From: Erik Rzomp <Erik.Rzomp@cityofvallejo.net>
Sent: Thursday, February 19, 2026 9:43 AM
To: Veronica Nebb <Veronica.Nebb@cityofvallejo.net>; Randy J. Risner <Randy.Risner@cityofvallejo.net>; Andrew Murray <Andrew.Murray@cityofvallejo.net>
Cc: Narcissa Wilson <Narcissa.Wilson@cityofvallejo.net>; Andrea Sorce <Andrea.Sorce@cityofvallejo.net>; Deena York <Deena.York@cityofvallejo.net>
Subject: Fw: Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200

Columbus Parkway, Vallejo, CA

Forwarding for appropriate response.

Erik

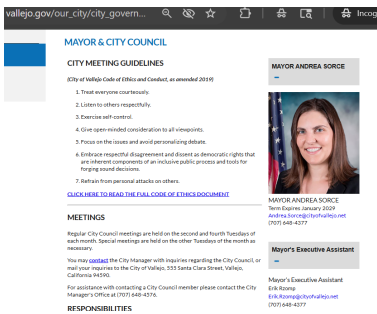
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From: Julie Wang <smilencee2025@gmail.com>
Sent: Wednesday, February 18, 2026 6:08:12 PM
To: Erik Rzomp <Erik.Rzomp@cityofvallejo.net>; Peter Bregenzer <Peter.Bregenzer@cityofvallejo.net>; Helen-Marie Gordon <Helen-Marie.Gordon@cityofvallejo.net>; Andrea Sorce for Vallejo Mayor <andreaforvallejo@gmail.com>
Subject: Fwd: Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200 Columbus Parkway, Vallejo, CA

This Message Is From an External Sender
 This message came from outside your organization.

Dear Mayor Sorce,

Your city website still list this email address is your contact email. Please see the below screenshot.



I copied this email to your Executive Assistant, Erik Rzomp, and Councilmember Peter Bregenzer and Helen-Marie Gordon in case you didn't received it in the listed email address.

Sincerely,

LiJuan Wang

On Wed, Feb 18, 2026 at 7:42 PM Andrea Sorce for Vallejo Mayor

<andreaforvallejo@gmail.com> wrote:

Hello,

Thank you for your email.

This email account is no longer actively managed.

To contact Mayor Andrea Sorce, please email her official account or call:

andrea.sorce@cityofvallejo.net

707.648.4377

--

Andrea Sorce for Vallejo Mayor 2024



----- Forwarded message -----

From: **Julie Wang** <smilencee2025@gmail.com>

Date: Wed, Feb 18, 2026 at 7:42 PM

Subject: Cease and Desist Demand Regarding Scotts Valley Casino Resort Project – 200 Columbus Parkway, Vallejo, CA

To: <Andrew.murray@cityofvallejo.net>, <andreaforvallejo@gmail.com>

Dear Mr. Murray and Mayor Sorce,

I write to demand that the City of Vallejo, through its officers, agents, employees, and representatives, immediately cease and desist from any and all actions, approvals, endorsements, facilitation, or other participation related to the proposed Scotts Valley Casino Resort project located near the Interstate 80 and Highway 37 intersection, commonly identified as 200 Columbus Parkway, Vallejo, California.

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I hereby place you on formal notice that I assert a substantial and ongoing legal dispute concerning the source of certain funds allegedly connected to the financing of this

project. I contend that assets originating from my trust estate were misappropriated, diverted, and wrongfully used without authorization.

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I further assert that my identity was unlawfully appropriated and that a purported marital relationship was fraudulently created in Marin County, California in or about 2018 for the purpose of exerting control over my trust assets. These matters are the subject of ongoing review and potential legal action.

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Upon receipt of this notice, the City is deemed to have actual knowledge of a credible claim that funds associated with the project may be subject to dispute, constructive trust, tracing, and recovery actions. Any continued advancement of the project with knowledge of these claims may expose responsible parties to claims for aiding and abetting, unjust enrichment, conversion, and related equitable remedies, to the extent permitted by law.

4. Demand

Accordingly, you are hereby directed to:

- a. Suspend all discretionary approvals, permits, agreements, endorsements, or facilitative actions related to the project;
- b. Preserve all documents, communications, financial disclosures, and records relating to the project and its funding sources; and
- c. Refrain from further action pending independent verification of the lawful origin of all project financing.

This communication constitutes a good faith demand intended to prevent further harm and to preserve all legal and equitable remedies available to me. Nothing herein shall be construed as a waiver of rights, claims, or causes of action, all of which are expressly reserved.

You are requested to provide written confirmation within ten (10) calendar days of receipt that the City will comply with the foregoing demands.

Sincerely,

LiJuan Wang

7022 Granite Terrace Lane

Houston, TX 77083



SCOTTS VALLEY BAND OF POMO INDIANS

February 25, 2026

Honorable Mayor Andrea Sorce and
Members of the Vallejo City Council
555 Santa Clara Street
Vallejo, CA 94590

Re: The Application of CEQA to the MOU between the City of Vallejo and Scotts Valley
Band of Pomo Indians Relating to Temporary Improvements and Services

Dear Mayor Sorce and Members of the City Council:

I am writing on behalf of the Scotts Valley Band of Pomo Indians (“SVBPI”) to provide clarification regarding the proposed Memorandum of Understanding (“MOU”) between the City and SVBPI, in light of questions raised in a recent letter from Chairman Andy Mejia of the Lytton Rancheria concerning the California Environmental Quality Act (“CEQA”).

At the outset, it is helpful to describe precisely what the MOU does and does not do. The MOU is intended to establish a temporary framework under which the City would make existing municipal services available to a modest Interim Development located on a portion of SVBPI’s tribal trust land in Vallejo (the “Subject Property”). The Interim Development would consist of two enclosed modular structures totaling approximately 5,400 square feet, housing no more than 100 Class II gaming devices, together with associated parking.

The MOU does not commit the City to any specific course of action that would adversely impact the environment. It would not change the baseline condition of the environment, nor would it increase the probability that development will occur. The MOU does not authorize, approve, or regulate gaming, development or construction on the Subject Property. It does not obligate the City to expand facilities, staffing levels, or infrastructure. It has a set term of just two years and creates no commitment regarding future or permanent development. It does not restrict the City’s discretion on any future agreements or preclude future discussion or consideration of alternatives. Rather, the MOU provides that, if the Interim Development proceeds, the City would make police and fire services available consistent with its standard protocols for providing such services within City limits. The MOU also contemplates that SVBPI may apply for permits from the Vallejo Water Department for a temporary water connection and from the Public Works Department for any work within Columbus Parkway, a City-owned right-of-way adjacent to the trust land. In each instance, SVBPI would compensate the City for services provided and reimburse the City for costs associated with processing any permit applications.

Two issues appear to underlie the concerns raised by the Lytton Rancheria: first, whether the Department of the Interior’s reconsideration of its January 10, 2025 gaming eligibility determination creates additional risk for the City; and second, whether execution of the proposed MOU triggers review under CEQA.

Neither concern warrants delaying the consideration of the MOU.

I. The Department’s Reconsideration Does Not Create Risk for the City

As an initial matter, the City should be assured that the Department of the Interior’s reconsideration of its January 2025 gaming eligibility determination does not create additional risk or expense for the City. Tribal gaming remains authorized on the trust land unless and until the Department of the Interior issues a final decision to the contrary. SVBPI remains confident the Department will affirm its previous determination. Even if the determination were reversed, however, the MOU allocates that risk to SVBPI. The Tribe is obliged to compensate the City for the services provided, reimburse additional services and costs, and comply with recommended mitigation measures. The City does not assume financial or legal exposure arising from the federal reconsideration process.

B. The California Environmental Quality Act Does Not Apply to the MOU

Turning to the CEQA concerns raised, the central question is whether the proposed MOU constitutes a “project” under CEQA. Careful application of the statutory framework and relevant case law demonstrates that it does not.

1. The Threshold Question: Whether the MOU Is a “Project”

The first step in the CEQA analysis is determining whether the activity in question is a “project” for the purpose of CEQA. See *Union of Medical Marijuana Patients, Inc. v. City of San Diego*, 7 Cal.5th 1171, 1185 (2019) (“*UMMP*”). “If the proposed activity is found not to be a project, the agency may proceed without further regard to CEQA.” *Id.* at 1185-86.

A “project” is “an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment,” and which is either “directly undertaken by any public agency,” or supported by a contract or other assistance from a public agency, or “involves the issuance to a person of a lease, permit, license, certificate, or other entitlement for use” by a public agency. Cal. Pub. Res. Code § 21065; see also 14 Cal. Code Regs. § 15378.

An activity’s status as a project depends in part upon whether “the type of activity proposed” is “capable of causing a direct or reasonably foreseeable indirect physical change in the environment ... without considering whether, under the specific circumstances in which the proposed activity will be carried out, these potential effects will actually occur.” *UMMP*, 7 Cal.5th at 1197. “[A]n indirect effect is not reasonably foreseeable if there is no causal connection between the proposed activity and the suggested environmental change or if the postulated causal mechanism connecting the activity and the effect is so attenuated as to be ‘speculative.’” *Id.*

Applying this test, the MOU is not a project. As noted above, the MOU reflects the City's agreement to provide the SVBPI Interim Development fire and police services equivalent to what the City provides other residents. This is tied to SVBPI's agreement to compensate the City. Second is a framework for SVBPI to apply for City permits as may be needed to use a City water connection and to tie the Interim Development's driveway to Columbus Parkway, again, linked to SVBPI's agreement to compensate the City for the costs associated with processing the permit applications. These duties are all contingent upon the Interim Development going forward; if SVBPI determines not to move forward with the Interim Development, then the City is under no obligation at all. And in all events, the City's limited and contingent commitments do not have the potential to cause direct or indirect physical changes in the environment.

In several respects, the MOU resembles the intergovernmental agreements regarding planned tribal casinos that were at issue in *Citizens to Enforce CEQA v. City of Rohnert Park*, 131 Cal.App.4th 1594 (2005), and *Parchester Village Neighborhood Council v. City of Richmond*, 182 Cal.App.4th 305 (2010). In these cases, the agreements between the respective Indian tribes and cities were not CEQA projects because they "set no timeline for the construction of physical improvements and [did] not obligate the City to undertake any specified construction project." *Richmond* at 317-18; *see Rohnert Park* at 213. This is true of the MOU here as well.

In addition, the agreements in those cases provided CEQA review would occur as may be necessary at a later stage. *Richmond* at 318; *Rohnert Park* at 213-14. The same is true of the MOU here, which contemplates that permit applications will be submitted and processed in accordance with applicable legal requirements, which includes CEQA compliance. Any direct physical changes to the environment traceable to the MOU—the water and driveway connections—would not occur until after permits are issued, which the City would process and issue in compliance with CEQA, to the extent CEQA would ordinarily apply to such permits.

Like the agreements in the *Richmond* and *Rohnert Park* cases, the MOU is better understood as a "funding mechanism" to compensate the City for proposed City activities that may or may not be implemented, depending not only on whether the Interim Development goes forward, but also on environmental review where required. *See Richmond* at 316; *Rohnert Park* at 1600-01. CEQA Guidelines specify that a "project" does not include "funding mechanisms ... which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." 14 Cal. Code Regs. § 15378(b)(4).

The remaining commitments for police and fire department services do not involve direct or indirect physical changes to the environment. The CEQA Guidelines specify that the threshold for triggering CEQA with respect to public services is the physical alteration or construction of new governmental facilities necessary to maintain the service agencies' performance. *See CEQA Guidelines Appx. G, para. XV.* The MOU does not contemplate any such construction activities. The impacts of providing these services to the Interim Development, if it goes into operation, are chiefly centered on the need to hire additional personnel (for which SVBPI's financial contribution would compensate the City), which the CEQA Guidelines exempt from the definition of project. 14 Cal. Code Regs. § 15378(b)(2) (excluding "personnel-related actions").

2. CEQA Applies Only to Discretionary Governmental Action

In addition, CEQA applies only to discretionary actions taken by a public agency. Cal. Pub. Res. Code § 21080(a); 14 Cal. Code Regs. § 15020, 15040; *see also id.* § 15379 (“Public agency” includes state and local agencies and excludes the federal government). Private action is not subject to CEQA unless the action involves governmental participation, financing, or approval. *Id.* § 15002(c). For CEQA to apply, the government agency must be able to “use its judgment in deciding whether and how to carry out or approve a project.” *Id.* § 15002(i). Whether an agency exercises “discretionary control” over a project “depends on the authority granted by the law providing the controls over the activity.” *Id.* § 15002(i)(2).

Significantly, “the City has no legal authority over the property upon which the casino will be situated.” *Richmond* at 313. As the City is aware, the Subject Property is under SVBPI’s civil regulatory jurisdiction. Additionally, class II Indian gaming is exclusively a matter of federal and tribal law. As a result, the City has no approval authority over the Interim Development. The MOU, therefore, cannot represent the City’s approval of the Interim Development, or of any gaming facility or activity on the Subject Property. *Richmond* at 313-14; *see County of Amador v. City of Plymouth*, 149 Cal.App.4th 1089, 1104 (2007) (holding that where City of Plymouth entered a Municipal Services Agreement to serve tribe’s gaming development, the “project” for CEQA purposes was “not the Gaming Development,” and that the “whole of the action” was solely the MSA). Thus, it is clear that the Interim Development cannot be a “project” subject to CEQA.

Certainly, the potential future permanent gaming facility is not a CEQA project either. Not only is that project also beyond the City’s regulatory authority, but the MOU is expressly limited to matters connected with the Interim Development, which is independent of a future project, situated in a different structure on a different part of the tribal trust land. It would be unduly speculative for any CEQA evaluation of the MOU to analyze the effects of a permanent facility or any potential future intergovernmental agreement pertaining to that facility. Consideration of a hypothetical future permanent facility would be improper segmentation in reverse—i.e., attributing impacts of an unrelated, speculative future project to a temporary services agreement.

CEQA requires review of “the whole of an action” actually proposed for approval, not conjectural future activities. 14 Cal. Code Regs. § 15378(a), (c); *Laurel Heights Improvement Assn. v. Regents of Univ. of Cal.* (1988) 47 Cal.3d 376, 396. While CEQA prohibits agencies from improperly “piecemealing” a single, unified project to minimize impacts, the converse is equally true: an agency may not be compelled to analyze the environmental effects of a future project that is not before the agency for approval.

Here, the MOU is expressly limited to temporary coordination for limited short-term municipal services and does not approve, entitle, fund, or otherwise commit the City to any permanent facility. Evaluating impacts from a permanent facility at this stage would therefore invert CEQA’s sequencing requirements by forcing environmental review in the absence of meaningful discretion. CEQA does not require agencies to engage in such speculation, nor does it permit opponents to bootstrap future, unrelated development into review of a limited, interim agreement.

Further, to the extent Lytton Rancheria's concern relates to the trust acquisition or gaming eligibility, CEQA does not apply because those actions were undertaken by the federal government. The trust acquisition was subject to federal environmental review under NEPA, not CEQA, and the gaming eligibility determination was a federal decision made by the Department of the Interior. The City neither carried out nor approved those actions, and it had no discretionary authority over these decisions. And because the City did not approve the trust acquisition or undertake the gaming eligibility determination (and lacks legal authority to regulate those actions) it cannot be the "lead agency" for them under CEQA. *See* Pub. Res. Code § 21067 (defining lead agency as having "the principal responsibility for carrying out or approving a project").

3. If the MOU Were a Project, Several CEQA Exemptions Would Apply.

To the extent the City may determine the MOU, or any part of it, constitutes a project, the next steps in the CEQA procedure should conclude the process without the need for extensive environmental review. For the second level of CEQA analysis, "[i]f the lead agency concludes it is faced with a project, it must then decide whether the project is exempt from the CEQA review process under either a statutory exemption or a categorical exemption set forth in the CEQA Guidelines." *UMMP*, 7 Cal.5th at 1186 (cleaned up).

Relevant to the MOU is the statutory "ministerial exception," under which discretionary projects are subject to CEQA, while ministerial decisions are not. Cal. Pub. Res. Code § 21080(a), (b)(1). The ministerial exception reflects the logic that "an EIR is irrelevant" where "the government agency would lack the power (that is, the discretion) to stop or modify it in any relevant way." *Sierra Club v. County of Sonoma*, 11 Cal.App.5th 11, 20 (2017). As noted, under the federal laws that govern the regulation of tribal gaming, local governments lack the power to exert any control over tribal gaming activities. CEQA itself, of course, provides no such authority. 14 Cal. Code Regs. § 15040(b). Because the City does not have the ability or authority to mitigate any potential environmental impacts from tribal gaming in a meaningful way, CEQA does not apply to these activities. *Sierra Club* at 23.

Among the categorical exemptions that are potentially relevant are the exemptions for the minor alteration of existing facilities of public utilities and existing streets in a project with negligible expansion of existing use (14 Cal. Code Regs. § 15301); the installation of utility extensions and street improvements to serve a small structure (*id.* § 15303); minor changes to land (*id.* § 15304); and the issuance of minor encroachment permits (*id.* § 15305). The CEQA Guidelines also specify that an activity is not subject to CEQA where "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Id.* § 15061(b)(3).

If the City finds the project exempt from review under a statutory or categorical exemption, it may issue a notice explaining the basis for this conclusion and proceed without further consideration of CEQA. *UMMP*, 7 Cal.5th at 1186.

4. The MOU Will Not Have a Significant Effect on the Environment.

The third level of CEQA analysis, for activities that constitute a project and do not qualify for an exemption, is to “undertake an initial study to determine whether the project ‘may have a significant effect on the environment.’” *UMMP* at 1186 (quoting 14 Cal. Code Regs. § 15063(a)). This initial study, if the City determines it is necessary, would find that the activities contemplated in the MOU will not have a significant effect on the environment.

As you know, SVBPI’s larger, permanent gaming facility was the subject of a comprehensive environmental assessment under the National Environmental Protection Act (NEPA), in which the Bureau of Indian Affairs (BIA) concluded that, with mitigation measures in place, that project would have no significant impact on the environment. SVBPI has since provided supplemental information to BIA addressing the planned Interim Development, confirming that the temporary facility’s much smaller footprint will also have no significant environmental impact. The City may consider the BIA’s finding of no significant impact under NEPA as substantial evidence to reach the same conclusion for the Interim Development.

Specifically, of relevance to the MOU, the EA’s study of public services and utilities for the planned permanent facility found “the City has reasonable annual water supplies available for its service area through 2045 during normal conditions.” EA § 3.10.2, page 3-69. Estimated water demands for the larger permanent facility would be well within the City’s storage and flow capacity, and the impacts of the facility’s water use, when mitigated through payment for water services and any necessary improvements to distribution infrastructure, would be less than significant. *Id.* § 3.10.3, pages 3-71-72. The smaller Interim Development would necessarily also have no significant impact.

The EA also concluded that the additional demands of the gaming facility on law enforcement and fire protection agencies would not require construction of any new facilities, and would be mitigated to a less than significant level through financial compensation. *Id.* § 3.10.3, pages 3-72-73. Again, it is clear the less impactful Interim Development would also have no significant impacts. Moreover, a useful benchmark for anticipated public safety demand is the Napa Valley Casino in American Canyon, a 2,400-square-foot card room located approximately four miles from the proposed Interim Development. Service data shows zero fire calls in 2024 and 2025, four EMS calls in each of those years (approximately one per quarter), and 29 police calls in 2025 (roughly 2–3 per month). This nearby, similarly situated gaming facility demonstrates that small-format gaming establishments generate negligible fire demand, low and predictable EMS activity, and routine police calls well within normal patrol capacity. Although the proposed Interim Development is modestly larger at approximately 5,400 square feet, it remains a small-scale operation, and comparable real-world data supports the reasonable expectation that public safety impacts will be minimal, operational in nature, and not significant under CEQA.

Notably, the EA addressed the impact of the gaming facility on cultural resources. The only cultural or paleontological resources identified within the EA’s project site are a chert outcrop and a historic serpentine mine. EA § 3.6.3, pages 3-40-41. Subsurface testing revealed bedrock at shallow depths and nothing to suggest any buried deposit of cultural resources. The chert outcrop is poor quality material and did not exhibit any evidence of quarrying activity. Neither of the identified resources could be linked to a particular group or significant events or individuals in history, and both were recommended as not eligible for listing on the National Register of Historic

Places. These resources are located well outside the portion of the property where the Interim Development would be located, and they would not be affected by the Interim Development.

Finally, if necessary to address any City policies or concerns, SVBPI would be pleased to incorporate relevant design features into the MOU. Ultimately, any initial study should lead to the preparation of a negative declaration or mitigated negative declaration, ending CEQA review.

Respectfully, the proposed MOU represents a practical and legally sound framework for coordination between the City and SVBPI regarding limited municipal services for a small, temporary interim facility. It does not constitute City approval of gaming or development on tribal trust land, does not commit the City to any project that would have an adverse impact on the physical environment, and does not create environmental impacts requiring CEQA review at this stage. For these reasons, we respectfully urge the City Council to proceed with consideration of the MOU and to evaluate it based on its actual terms and legal effect rather than speculation about future or unrelated actions. SVBPI remains committed to transparency, cooperation, and a collaborative relationship with the City, and we appreciate your thoughtful attention to these issues.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn Davis".

Shawn Davis, Chairman
Scotts Valley Band of Pomo Indians



LYTTON RANCHERIA • Lytton Band of Pomo Indians



1500 Falling Oak Way • Windsor, California 95492

(707) 575-5917 • Fax (707) 575-6974

Lytton Rancheria of California
1500 Falling Oak Way
Windsor, CA 95492

February 4, 2026

BY EMAIL

City Council
City of Vallejo
555 Santa Clara Street
Vallejo, California 94590

Re: Proposed MOU with Scotts Valley Band of Pomo Indians to Facilitate a Temporary Gaming Facility

Dear Councilmembers and City Officials:

On behalf of the Lytton Rancheria of California (Lytton), a federally recognized tribal government, I write to raise concerns about the proposed Memorandum of Understanding (MOU) between the City of Vallejo and the Scotts Valley Band of Pomo Indians regarding the provision of utilities and other services for a planned temporary gaming facility on federal trust land.

In October 2025, the U.S. District Court for the District of Columbia upheld the Department of the Interior's (DOI) March 2025 decision to reconsider whether a parcel within the City that the federal government holds in trust for Scotts Valley is gaming-eligible. Although the Court also reinstated a prior DOI decision authorizing gaming on the parcel, it cautioned that Scotts Valley "would be ill-served by placing undue reliance" on that reinstatement while DOI's reconsideration process continues.¹ In the course of its reconsideration, DOI has issued a similar warning to Scotts Valley and has underscored that there are "questions about [Scotts Valley's] significant historical connection and temporal connection" to the area, which are prerequisites under federal law for Class II gaming on the parcel.²

¹ *Scotts Valley Band of Pomo Indians v. Burgum*, No. 25-CV-958, 2025 WL 3034885, at *16 (D.D.C. Oct. 30, 2025).

² Decl. Regarding Plan for Reconsideration, Ex. A at 6, *Lytton Rancheria of California v. United States Dep't. of Interior*, No. 25-CV-1088, Dkt. No. 18-1 (D.D.C. Dec. 5, 2025) (Letter (cont'd))

Notwithstanding these warnings, Scotts Valley has publicly announced plans to open a temporary casino on the parcel.³ Specifically, Scotts Valley has said that it intends to operate Class II gaming machines by repurposing “two existing modular buildings on site to serve as the casino.” *Scotts Valley Offers Teaser*. According to Scotts Valley, that temporary operation will be a “preview” for its planned eight-story, 160-acre hotel and casino project. *Id.* Yet the City has publicly taken the position that any MOU for the parcel would encompass “services for the interim development of . . . Tribal offices” and not a “potential casino project.”⁴ Indeed, the City Council has never indicated that the MOU would apply to a temporary gaming facility and Mayor Sorce recently stated that she has “maintained since the outset that [she] believe[s] the city should let the federal process play out and remain neutral out of respect for that process.”⁵

Accordingly, any action by the City to rush out an MOU to facilitate gaming on the parcel while DOI is months away from issuing a final decision on the parcel’s gaming eligibility—and in the face of a federal court’s and DOI’s warnings to Scotts Valley—would be ill-advised. Further, as discussed below, the City should not issue an MOU before complying with the procedural and substantive requirements of the California Environmental Quality Act (CEQA), which serve to guard against serious potential environmental impacts and harm to tribal cultural resources from governmental actions.

CEQA Obligations For The Proposed MOU

CEQA requires California cities to prepare an environmental impact report or appropriate substitute before approving any project that it may be “fairly argued,” based on the evidence before the agency, may have a “significant effect on the environment.” Cal. Pub. Resources Code §§ 21065, 21080, 21100, 21151; *Save Tara v. City of West Hollywood*, 45 Cal. 4th 116, 128 (2008). CEQA compliance is required before executing the MOU, which would constitute an “approval” committing the City to a course of action, *i.e.* delivering certain municipal services to enable casino operations. *See, e.g., Save Tara*, 45 Cal. 4th at 142.

Several CEQA requirements are particularly relevant to a potential MOU. First, CEQA provides that a “project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment,” Cal. Pub. Resources Code § 21084.2, which may necessitate an environmental impact report. *Id.* § 21084.2. Further, to comply with CEQA, the City must analyze the potential impacts from the “whole” project under contemplation—*i.e.*, all City approvals and services for

from William Henry Kirkland III, Assistant Sec’y – Indian Affairs, U.S. Dep’t of the Interior, to Shawn Davis, Chairman, Scotts Valley Band of Pomo Indians).

³ Thomas Gase, *Scotts Valley Offers Teaser for Possible Vallejo Casino*, The Reporter (Jan. 3, 2026) (*Scotts Valley Offers Teaser*), <https://www.thereporter.com/2026/01/03/scotts-valley-offers-teaser-for-possible-vallejo-casino/>.

⁴ Memorandum from Gillian Hawn, Assistant City Manager, City of Vallejo, to Major and City Council, City of Vallejo 4-5 (Sept. 30, 2025), <https://vallejoca.portal.civicclerk.com/event/7582/files/report/7164>.

⁵ Thomas Gase, *Is Vallejo Casino Project in the right time ‘slot?’*, Times Herald Online (Dec. 10, 2026), <https://www.timesheraldonline.com/2025/12/10/is-vallejo-casino-project-in-the-right-time-slot/>.

both the temporary and the permanent gaming operations contemplated by Scotts Valley. *Nelson v. County of Kern*, 190 Cal. App. 4th 252, 270–71 (2010).

The City also must comply with CEQA’s public participation requirements. For projects like the MOU, the City must provide notice and an adequate public comment opportunity. *See* Cal. Pub. Resources Code § 21092. In addition, the City must meaningfully consult with tribes traditionally and culturally affiliated with the project area that have requested consultation. *Id.* § 21080.3.1.

The City has provided the public little information about the proposed MOU. However, based on the limited information available, it appears that the proposed MOU may commit the City to providing municipal water, police, fire, and wastewater service to the site, among other essential services for Scotts Valley’s casino.⁶

Before entering into the MOU, the City must comply with CEQA. Here, compliance requires a meaningful public comment opportunity based on which the City should conduct a thorough analysis of potential environmental impacts associated with the contemplated City services for Scotts Valley’s proposed temporary and permanent gaming operations on the parcel. That must include reasoned analysis of all environmental impacts—such as impacts on air quality, noise, traffic, utilities and service systems, public services, and cultural resources. *See Ocean St. Extension Neighborhood Ass’n v. City of Santa Cruz*, 73 Cal. App. 5th 985, 1002 (2021). Further, to the extent the project may impact cultural resources, recent decisions show that perfunctory or one-sided “consultation” with interested tribes would be insufficient to meet CEQA’s requirements.⁷ *See, e.g., Koi Nation of N. Cal. v. City of Clearlake*, 109 Cal. App. 5th 815, 824, 841 (2025).

If given the comment opportunity that CEQA requires, interested parties undoubtedly will provide valuable submissions on the MOU’s potential environmental impacts to inform the City’s analysis. Indeed, DOI received 82 comments in connection with its own environmental analysis, and 29 commenters spoke at a public hearing. Dep’t of the Interior, Bureau of Indian Affairs, *Final Environmental Assessment, Scotts Valley Band of Pomo Indians, Casino and Tribal Housing Project*, App. O 2-1 (Dec. 2024) (*Final EA*).⁸ The commenters included the City of Vallejo itself, which expressed concerns in a detailed letter about the “potential for significant adverse impacts” on “water, traffic, biological resources, public services, utilities, and hazards.” *Id.* at A17. DOI also received comments from the City of Vallejo Water Department and the Vallejo Flood and

⁶ City of Vallejo, Staff Report, “Receive an update on the Scotts Valley Band of Pomo Indians Trust Land and proposed development and possibly direct staff to negotiate a memorandum of understanding regarding services for the interim development of tribal offices.” (Sept. 30, 2025), <https://vallejoca.portal.civicclerk.com/event/7582/files/report/7164>.

⁷ Given the scale of the proposed casino and the integral role of City utilities and other services in its operations, use of a categorical exemption would be barred by CEQA’s “unusual circumstances” exception. Cal. Code Regs. tit. 14, § 15300.2 (“A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances”); *see also, e.g., Voices for Rural Living v. El Dorado Irrigation Dist.*, 209 Cal. App. 4th 1096, 1104 (2012).

⁸ <https://www.scottsvalleycasinoea.com/wp-content/uploads/2025/01/Appendix-O-Response-to-Comments.pdf>.

Wastewater District. The City should afford the public the same opportunity that DOI provided the City to express serious concerns about the project.

Potential Economic and Cultural Harm To Tribes

The failure to take the steps above not only would violate CEQA, but also would be particularly harmful to Lytton and other tribes indigenous to the area. Further, entering into the MOU without proper consideration of cultural resources could seriously harm the integrity of the Patwin tribes' ancestral homeland. The Patwin tribes' comments to DOI contained extensive ethnohistorical documentation and expert analysis on cultural ties to the Vallejo area. Those comments underscore the risk that abbreviated or non-existent CEQA review could compound harm to resources of profound cultural significance.

Further, gaming on the parcel would inflict serious economic harm on nearby tribes, which operate successful gaming enterprises as close as 19 miles away from the project site. Indeed, DOI projected that Scotts Valley's proposed casino would cause a "sharp[] negative" 21% reduction in Lytton's annual gaming revenue. *Final EA*, App. A at 39. The City's approval of an MOU would be the first step in inflicting this economic harm on Lytton.

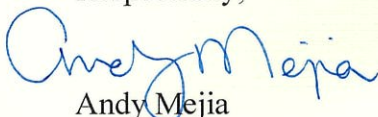
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For these reasons, Lytton respectfully requests that the City not enter into an MOU or otherwise take final action to facilitate gaming on the parcel against the express advice of a federal court and DOI—especially since DOI has nearly completed its reconsideration process, which will resolve the federal government's position on the parcel's gaming eligibility. However, if the City decides to proceed, it first must comply with CEQA by providing notice and an opportunity for public comment, based on which the City must conduct a thorough analysis of potential environmental impacts from the whole project, including City services related to Scotts Valley's contemplated temporary and permanent gaming facilities.

If the City enters into an MOU before complying with these basic CEQA requirements, Lytton is prepared to explore all available options, including legal action. Please consider this letter formal notice of our intent to litigate if necessary. *See* Cal. Pub. Resources Code § 21167.5.

We appreciate the City's consideration of these important issues and would welcome the opportunity for any discussion.

Respectfully,



Andy Mejia
Chairperson
Lytton Rancheria of California

Cc: Andrew Murray, Vallejo City Manager
Veronica A.F. Nebb, Vallejo City Attorney

City of Vallejo

Vallejo, California

January 26, 2026

Preliminary Public Safety Impact Assessment and Mitigation Framework Temporary Gaming Facility



Purpose

The purpose of this report is to provide a preliminary strategic analysis and assessment of the public safety impacts associated with the temporary gaming facility proposed by the Scotts Valley Band of Pomo Indians (SVBPI); to identify mitigation measures necessary to protect public health, safety, and welfare; and to outline key objectives for a temporary intergovernmental agreement that secures financial support from tribal gaming operations while establishing a framework for the City's future negotiations, informed by the forthcoming public safety impact study being conducted by AP Triton and the Tribal Environmental Impact Report (TEIR).

The objective of this preliminary report is to support a collaborative, government-to-government approach that:

- Ensures gaming operations are conducted safely and responsibly
- Protects public health, safety, and welfare for both tribal members and Vallejo residents
- Establishes a predictable, fair, and transparent framework for addressing site-specific impacts
- Supports the Tribe's economic development goals while maintaining cost neutrality for the City

This assessment is not considered AP Triton's final analysis but a foundation for negotiation and intergovernmental coordination related to the temporary gaming facility within the City of Vallejo. This assessment is based on limited data available for the initial year of operations and is intended to provide only a preliminary understanding of potential public safety impacts. Because the temporary gaming facility represents a new operation within the City, early estimates necessarily reflect conservative assumptions and higher initial-year resource needs. As operations stabilize and more accurate data becomes available, it is expected that public safety demands and associated mitigation requirements will decrease in subsequent years.

This report should therefore be viewed as an initial planning tool rather than a comprehensive impact analysis. It is not intended to serve as AP Triton's final assessment or a complete evaluation of all potential impacts. The forthcoming AP Triton public safety impact study and the Tribal Environmental Impact Report (TEIR) will provide more detailed

background, supporting data, and refined assessments. Those documents should guide the City and the Scotts Valley Band of Pomo Indians in developing long-term mitigation strategies and a durable intergovernmental agreement (IGA).

Background

Scotts Valley Band of Pomo Indians (SVBPI) has submitted a proposal to operate a temporary gaming facility within the City of Vallejo. The project consists of two modular buildings with a combined area of approximately 5,400 square feet. The facility will be equipped with a maximum of four restrooms and will not include a commercial kitchen. Food and beverage service will be limited to offerings from a local food truck and pre-packaged items only. The facility is proposed to operate daily from 10:00 am to 6:00 pm., with transitional hours extending operations to as late as 10:00 pm. Gaming activities will provide up to 100 gaming positions. It is estimated that the facility will generate an average of 801 daily vehicle trips, with 40 trips during the morning peak hour and 46 trips during the evening peak hour.

The objective of this preliminary report is to establish a cooperative framework that reflects a shared interest among the Tribe, the State, the federal government, and the City in ensuring that gaming operations are conducted in a safe, responsible, and beneficial manner. The report's objectives support the provision of essential tribal services and the development of good-neighbor relationships by addressing site-specific impacts of gaming facilities and promoting coordination between the Tribe and the local community, while prioritizing the protection of public health, safety, and welfare for all parties.

Analysis

Key Public Safety Protections

The temporary intergovernmental agreement should contain comprehensive and consistently applied standards designed to protect public health, safety, and welfare. These provisions are binding requirements that establish clear precedents for the types of on-site protection the City of Vallejo can and should expect as a baseline for any gaming operation which includes compliance with State Codes, independent inspections and certifications, and emergency services access.

The Vallejo Police Department can anticipate a moderate increase in calls for service related to disputes, medical incidents, and traffic enforcement. The Vallejo Fire Department should expect additional EMS calls and an increased inspection workload. The identified mitigation measures for security staffing, surveillance, emergency planning, and cost recovery are expected to reduce these impacts to acceptable levels.

Traffic Impacts

The projected 801 daily trips can be accommodated provided a Traffic Management Plan is implemented. No significant roadway improvements are required at this time.

Fiscal Impacts

The project is anticipated to be cost-neutral for the City, provided SVBPI enters into a Public Safety Cost Recovery Agreement. The agreement should address impacts to both police and fire as well as work normally done for permitting for which SVBPI is exempt.

Community Impacts

The temporary nature of the facility, limited food service, and modular construction minimize long-term impacts. The proposed mitigation measures should ensure compatibility with surrounding land uses.

Public Health, Safety, and Welfare

With the implementation of the mitigation measures outlined below, the project should not result in adverse impacts to public health, safety, or welfare. Potential impacts related to traffic, security, and emergency response can be adequately mitigated.

Adequacy of Public Services

The City's Police, Fire, and Public Works departments have reviewed the project proposal. With the required mitigations in place, the facility is not expected to place an undue burden on city services.

Recommended Mitigation Measures

Mitigation Measure 1: Security Staffing

SVBPI will provide licensed private security on site during all hours of operation, including a minimum of two uniform security officers during standard hours and a minimum of three officers during the transitional evening hours. A security supervisor shall always be available.

Mitigation Measure 2: Surveillance and Access Control

All facilities will maintain 24/7 video surveillance covering all gaming areas, entrances, and parking lots. Access points will be controlled. Incident logs, including lists of individuals who may be excluded from the facility due to behavior that may pose a threat to public safety, will be maintained and shared with the Vallejo Police Department on at least a monthly basis.

Mitigation Measure 3: Traffic Management

SVBPI will implement a Traffic Management Plan, including on-site traffic attendants during peak hours, signage for ingress and egress, coordination with Public Works on any required striping or signage improvements, and monitoring of trip generation to ensure compliance with projections. A full traffic impact analysis (TIA) conducted by a qualified consultant shall be completed. If 801 daily trips are exceeded, additional mitigations should be negotiated.

Mitigation Measure 4: Fire and Life Safety Compliance

Prior to operation, SVBPI will obtain Fire Department approval for the siting of the modular building and for the interior layout to ensure compliance with the California Building Code and California Fire Code. SVBPI will install all required fire protection features, including fire protection water supply, fire sprinkler systems, fire alarm systems, fire extinguishers, emergency egress, and emergency vehicle access (EVA), and roadway improvements in accordance with applicable codes. Knox Box installation will be required if or when a perimeter gate is installed. In addition, SVBPI will ensure that all food truck operations comply with fire code requirements and will conduct quarterly fire and life safety inspections.

Mitigation Measure 5: Emergency Response Coordination

SVBPI will prepare an Emergency Response Plan in coordination with the Vallejo Police and Fire Departments, including evacuation procedures, medical emergency protocols, and communication protocols with first responders.

Mitigation Measure 6: Gambling Mitigation

Implementation of comprehensive problem gambling programs including displaying toll-free help line numbers, providing informational materials on prevention, and establishing both self-exclusion and involuntary exclusion programs for patrons exhibiting signs of problem gambling.

Review of Operations

After 90 days or upon any significant event, the City and SVBPI will assess the effectiveness of the implemented mitigation measures and determine if any operational adjustments or additional safeguards are warranted. The review shall include incident logs and a computer aided dispatch (CAD) data review. The findings from this review will be documented and provided to the City. This process will help ensure ongoing compliance and address any emerging concerns in a timely manner.

Precedents for Financial Support and Revenue Sharing

Beyond mitigating specific impacts identified, California compacts establish models for ongoing financial contributions from tribal gaming operations to local and state governments. These precedents form a strong basis for the City of Vallejo's request for financial support to address both direct and indirect public service costs associated with even a temporary gaming facility.

SVBPI will enter into an interim Public Safety Agreement with the City for reasonable and fair reimbursement for the cost of public services including police response, fire/EMS response, traffic enforcement or monitoring, and any additional inspections or plan reviews.

A comprehensive financial agreement for Vallejo could, based on precedent, include a combination of direct reimbursement for dedicated police and fire services, compensation for lost tax revenues, and a commitment from the SVBPI to utilize the State Payment Credit mechanism for targeted investments in community infrastructure, creating a multi-layered financial framework that addresses both direct costs and broader community needs.

Recommendations

The extensive body of existing Tribal-State Gaming Compacts in California provides a clear and compelling precedent for the City of Vallejo's negotiations. Our preliminary analysis demonstrates a consistent expectation that sovereign tribes and local governments will work as partners to ensure gaming facilities are safe, secure, and that the communities that host them are fairly compensated for all public safety and environmental impacts.

The detailed frameworks for regulatory cooperation, on-site safety, off-reservation impact mitigation, and financial support are not theoretical; they are the established standards for responsible gaming in California.

RECOMMENDATION: It is recommended that the City of Vallejo negotiate an agreement with the Scotts Valley Band of Pomo Indians that protects public welfare, provides appropriate financial compensation for public service impacts, and establishes a safe, equitable, and mutually beneficial long-term partnership.

Preliminary City Objectives for Negotiation

1. **Cost Neutrality**

Ensure that incremental Police, Fire/EMS, and Dispatch costs attributable to the facility are covered through predictable contributions.

2. **Safety and Risk Management**

Maintain high standards of public safety and emergency response.

3. **Data Sharing and Transparency**

Establish regular reporting on call-for-service trends and operational issues.

4. **Scalable Framework**

Create an agreement that can adapt when the Tribe pursues a larger or permanent facility in the future.

Return to City Council with a formalized agreement for review and approval.

RECOMMENDATION: It is recommended that the City of Vallejo adopt a resolution acknowledging the temporary Scotts Valley Band of Pomo Indians gaming facility, conditioned upon implementation of the mitigation measures identified in this report, and authorize the City Manager to execute an interim Public Safety Agreement with the Scotts Valley Band of Pomo Indians.

Appendix A - Preliminary Financial Impact Assessment

This appendix incorporates the interim project-specific details for the Scotts Valley Band of Pomo Indians' temporary gaming facility to create a preliminary financial impact assessment. The characteristics that have been shared indicate a small-footprint, moderate activity gaming facility with predictable daily operations and no late-night alcohol-driven activity.

Although the facility is small and operates limited hours, it will generate additional demand for:

- **Police patrol and response** for disputes, theft, traffic issues, and routine calls
- **Fire/EMS services**, particularly for medical incidents common in gaming environments
- **Dispatch services**, proportional to call volume
- **Fire prevention inspections** and plan review for modular structures and operations

Designation of Public Safety Liaisons

To support effective coordination between the City of Vallejo and the Scotts Valley Band of Pomo Indians (SVBPI), the City should propose the formal designation of three key public-safety positions:

- One Police Lieutenant (City of Vallejo Police Department)
- One Crime Analyst (City of Vallejo Police Department)
- One Fire Prevention Manager (Vallejo Fire Department)

The Police Lieutenant and Fire Prevention Manager positions will serve as primary points of contact for all matters related to the temporary gaming facility, including operational coordination, emergency planning, incident review, training alignment, and ongoing evaluation of public-safety impacts.

This liaison structure is consistent with best practices used in other jurisdictions hosting tribal gaming operations and ensures clear communication, rapid issue resolution, and a shared commitment to public safety.

Police Service Impacts by Task (Estimated Initial Year \$527,440)

Police Lieutenant – Law Enforcement Tribal Gaming Liaison

The designated Police Lieutenant will:

- Coordinate operational planning with tribal security and casino management
- Review and monitor call-for-service trends
- Oversee patrol deployment strategies related to the facility
- Participate in joint training and emergency-response exercises
- Serve as the City's lead representative for law-enforcement communication with the Tribe

Cost Driver (0.20 FTE = \$111,760)

The estimated initial year's time commitment for the Police Lieutenant serving as the Law Enforcement Tribal Gaming Liaison is calculated at 0.20 Full-Time Equivalent (FTE), which equates to approximately 8 hours per week. This allocation accounts for the Lieutenant's regular duties, as well as periodic meetings and incident review sessions associated with the liaison role.

Looking ahead, the time commitment may be adjusted downward to approximately 0.10 FTE, representing 4 hours per week. This reduction would reflect increased efficiencies and the potential stabilization of operations as the liaison structure matures.

Crime Analyst

The designated Police Crime Analyst will:

Gather data from calls for service, arrest records, and other sources

Identify trends or emerging threats especially those related to tribal gaming activities

Produce bulletins, maps, briefings and intelligence summaries that guide command staff and tribal executives

Cost Driver (0.40 FTE = \$68,200)

Estimated time commitment 0.4 FTE (16 hours per week, plus periodic meetings and incident review)

Patrol & Response Staffing

Even at a modest scale, gaming facilities typically require:

- Periodic patrol presence for deterrence and visibility
- Response capability for disputes, theft, medical calls, and suspicious activity
- Increased traffic monitoring during peak hours

Cost Driver (0.40 FTE / \$148,085)

- Incremental patrol hours (not necessarily dedicated FTEs)
- Overtime during transitional late-evening operations
- Supervisory oversight for casino-related calls

Investigations & Special Units

Given the small scale and absence of high-value table games or large cash volumes typical of major casinos, investigative impacts are expected to be low to moderate, but may include:

- Fraud or identity-related incidents
- Theft or disputes over winnings
- Occasional narcotics-related activity

Cost Drivers (0.10 FTE / \$37,020)

- Partial detective allocation for periodic investigations
- Evidence handling and report writing

Training & Certification

A tribal gaming facility, even a temporary facility, is unique to the City of Vallejo and requires new and additional training:

- Environmental and Cultural Protection Training
- Familiarity with tribal jurisdictional protocols
- Coordination with tribal security personnel
- Awareness of gaming-specific fraud indicators

Cost Driver (129x4=516 hours / \$91,800 initially then \$9,180 annually)

- Overtime for training hours would initially include all officers then new employees going forward
- Joint training exercises (scaled appropriately for a small facility)

Equipment & Technology

Given the facility's size, equipment impacts are modest:

- No need for a dedicated substation or specialized vehicles
- Standard patrol vehicle usage
- Body-worn camera data storage for casino-related calls
- Support for audio sensors and video data (e.g. Flock Safety)

Cost Driver (Vehicle usage \$12,000, IT & Communications \$18,000)

- Incremental wear on vehicles
- Communications interoperability checks
- Data storage for incident footage

Administrative & Legal Costs

Cost Driver (0.03 FTE / \$16,760)

- Public records requests related to gaming activity

- Legal review of jurisdictional coordination
- Additional report writing and case management

These impacts remain limited but not zero, consistent with a small gaming footprint.

Dispatch Services

Using the City's per-call cost model, dispatch impacts will depend on:

- Call volume associated with 801 daily trips
- Medical calls, disturbances, or suspicious-activity reports

Cost Driver (.15 FTE / \$23,815)

Given the facility's limited hours and lack of alcohol service, call volume is expected to be modest, but still requires:

- Incremental dispatcher time
- Potential peak-hour staffing adjustments for events

Fire Service Impacts by Task (Estimated Initial Year \$238,781)

Fire Prevention Manager – Fire/EMS Tribal Gaming Liaison

The designated Deputy Fire Marshal will:

- Conduct or oversee fire-prevention inspections and plan reviews
- Coordinate with tribal emergency personnel and casino staff
- Participate in evacuation planning and drills
- Review EMS and fire-response data related to the facility
- Ensure compliance with applicable fire and life-safety standards

Cost Driver (0.40 FTE = \$103,056)

During the first year of operation, the Fire Prevention Manager—serving as the Fire/EMS Tribal Gaming Liaison—will be required to dedicate an estimated 0.40 Full-Time Equivalent

(FTE). This equates to approximately 16 hours per week, in addition to periodic meetings and reviews of any incidents that may occur.

It is anticipated that, after the initial year, the time commitment for this role may decrease. Future staffing needs are projected at approximately 0.10 FTE, or about 4 hours per week, reflecting increased efficiency and familiarity with facility operations.

Fire Suppression Readiness

The modular buildings (5,400 sq. ft.) do not present the high-rise or large-footprint challenges of a full casino. However:

- Gaming facilities have elevated electrical loads
- High occupant density increases evacuation considerations
- Food trucks introduce minor fire-risk elements (propane, generators)

Cost Driver (.15 FTE / \$38,650)

- Plan review and periodic inspections
- Engine company readiness for increased call probability
- Overtime for special inspections or transitional operating hours

EMS & Medical Response

Even without alcohol service, gaming facilities typically generate:

- Slip/fall injuries
- Cardiac-related events
- Stress-related medical calls

Cost Driver (.20 FTE / \$51,525)

- Increased EMS call volume
- Consumables (Narcan, AED pads, medical supplies)

- Potential ambulance transport impacts

Specialized Rescue

Given the facility's modular nature:

- Elevator rescue is not applicable
- Confined space rescue is unlikely but may apply to the new construction of a permanent facility
- Mass casualty incident (MCI) planning remains a general requirement for any public-assembly use

Cost Driver (.02 FTE / \$5,150)

- Minimal specialized equipment needs
- Occasional multi-agency drills

Apparatus & Capital Equipment

No new apparatus is expected to be required for this temporary facility. However:

- Increased call volume accelerates wear on existing units

Cost Driver (Incremental wear \$7,000, Equipment replacement \$4,000)

- Fuel and maintenance costs may rise incrementally

Training & Preparedness

Training needs are modest but necessary:

- Environmental and Cultural Protection Training
- Evacuation procedures for a gaming environment
- Coordination with tribal emergency personnel
- Fire prevention education (e.g. food-truck operators)

Cost Driver (83x4=332 hours / \$29,400 initially then \$2,940 annually)

- Overtime for training would initially include all firefighters then new employees going forward
- Joint drills (scaled to facility size)

Extraordinary Events (actual cost)

Law Enforcement and Fire Unusual Occurrence Events

SVBPI shall reimburse the City for all actual costs associated with extraordinary incidents occurring on or originating from the facility, including mutual aid, overtime, apparatus use, and specialized response.

Unusual occurrence events, include:

- Active shooter
- Major fire
- Mass casualty incident
- Multi-agency response
- Any event requiring resources beyond the City's baseline staffing

These costs represent the City's staffing and resource investment to ensure consistent communication, coordinated planning, and high-quality public safety oversight for the temporary gaming facility.

Projected Public Safety Costs for the Temporary Gaming Facility

The estimated public safety costs for the temporary gaming facility are projected to be \$766,221 for the first year of operations. This initial figure reflects the City's need to address the highest level of uncertainty and increased demand during the facility's start-up phase. Included in these early costs are several one-time or start-up expenses, such as initial staffing, training, and contingency planning, all of which are essential for the City to respond effectively from the outset.

Because these expenditures are concentrated at the beginning of the facility's operations, the first-year estimate is higher than anticipated future costs. As the temporary gaming facility becomes operational, patterns of calls for service will become clearer and data will

be available to guide future resource allocation. Consequently, many of the initial expenses may be reduced or may no longer be necessary. Once operations stabilize and appropriate adjustments are made to training and staffing, ongoing annual costs are expected to decrease and become more predictable. Based on current understanding, the annual cost could be reduced to approximately \$523,969.

It should be noted, however, that if the facility expands into a larger permanent location, there may be a need for increased response staffing for both law enforcement and fire/EMS services.

This assessment is preliminary. A comprehensive public safety impact study, to be conducted by AP Triton, will provide a detailed evaluation of the facility's impact, including refined cost projections, long-term staffing requirements, and recommended mitigation strategies. The findings from this study will guide future negotiations and ensure that the partnership between the City and the Scotts Valley Band of Pomo Indians is fair, transparent, and cost-neutral for Vallejo residents.



DATE: April 14, 2026
TO: Mayor and Members of the City Council
FROM: Andrew Murray, City Manager
SUBJECT: **DISCUSSION REGARDING COUNCIL TEAM BUILDING AND GOAL SETTING AND SELECTION OF DATES**

RECOMMENDATION

Select dates for the 2026 City Council Team Building and Goal Setting workshops with consideration of the consultants' current availability.

REASONS FOR RECOMMENDATION

Following a thorough review, Jacob Green & Associates (JGA) was identified as the highest-ranked firm in response to the City's request for proposals (RFP) for firms to provide City Council team building and goal-setting services. JGA's proposal demonstrated expertise and relevant experience delivering similar projects. They provided a clear and practical approach to performing services with an emphasis on achieving measurable outcomes. JGA's proposal also provided a strong focus on Council and staff alignment and clearly defined strategic priorities and capacity-aligned planning that is realistic and implementable for the City of Vallejo.

Since the City Council's selection of JGA on January 27, 2026, staff has been unable to secure consensus from Council Members on dates for the workshops. The consultant has indicated that their full facilitation team (two facilitators) is currently available only within the window of May 31 through June 3, 2026. If the Council can select dates within this timeframe, the team of JGA facilitators will be available to support the workshops. If the Council prefers to schedule the workshop later in June, availability would be more limited, and it is likely that only one facilitator from JGA would be available.

Establishing these dates is necessary for the consultant to proceed with project planning and subsequent phases of work. Staff is requesting that the City Council select dates for the workshops.

BACKGROUND AND DISCUSSION

Historically, City Council goal setting and team building have played a critical role in strengthening local governance and improving organizational effectiveness. An upcoming goal-setting workshop provides an opportunity to reaffirm the Council's mission, values, vision and clarify priorities. The team building component will enforce effective collaboration among Council Members and strengthen working relationships with executive leadership and staff.

At the October 28, 2025 City Council meeting, Council instructed the City Manager to produce a request for proposals (RFP) for firms with expertise in team building and goal setting for city councils. The RFP was publicly advertised and opened on October 31, 2025 and closed on November 14, 2025 with a total of fourteen (14) proposals received. JGA was selected by Council as the firm to perform the 2026 Council Team Building and Goal Setting. Since that time, staff has conducted three separate polling efforts, providing thirteen (13) potential date options for a two-day workshop. Despite these efforts, a consensus has not been reached.

To ensure timely progression of the project, Council action is needed to select and confirm dates for the two-

day goal-setting and team building workshops.

FISCAL IMPACT

Funding for these services is included within the FY 25-26 approved budget.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

ATTACHMENTS

None

CONTACT

Andrew Murray, City Manager (707) 648-4576

Andrew.Murray@cityofvallejo.net