



FINAL ENVIRONMENTAL IMPACT STATEMENT

TEJON INDIAN TRIBE TRUST ACQUISITION AND CASINO PROJECT

VOLUME II - APPENDICES

OCTOBER 2020

LEAD AGENCY:

U.S. Department of the Interior
Bureau of Indian Affairs
Pacific Region Office
2800 Cottage Way # W2820
Sacramento, CA 95825



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PREPARED BY:

Analytical Environmental Services
1801 7th Street, Suite 100
Sacramento, CA 95811
(916) 447-3479
www.analyticalcorp.com



VOLUME II

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APPENDIX A

EXECUTIVE SUMMARY TABLE

TABLE ES-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Impact	Mitigation Measures	Original Impact/Residual Impact with Mitigation				
		Alternative A1	Alternative A2	Alternative A3	Alternative B	Alternative C
SECTION 3.2. Geology and Soils						
Site Topography – The project alternatives could result in changes to site topography from grading activities.	No mitigation required.	LS	LS	LS	LS	NI
Soils and Geology – Development could impact soils and thus cause soil erosion during construction. Construction activities such as clearing, grading, trenching, and backfilling could reduce the integrity of the soil structures, which would thereby increase the likelihood of erosion from wind and/or stormwater runoff.	<p>The following measure is recommended for Alternatives A1, A2, and B.</p> <p>MM 1-A - The project shall comply with the NPDES Construction General Permit from the USEPA for construction site runoff during the construction phase in compliance with the CWA. A SWPPP shall be prepared, implemented, and maintained throughout the construction phase of the development, consistent with Construction General Permit requirements. The SWPPP shall detail the BMPs to be implemented during construction and post-construction operation of the selected project alternative to reduce impacts related to soil erosion and water quality. The mitigation measures shall include, but are not limited to, the following.</p> <ol style="list-style-type: none"> 1. Existing vegetation shall be retained where practicable. To the extent feasible, grading activities shall be limited to the immediate area required for construction. 2. Temporary erosion control measures (such as silt fences, fiber rolls, vegetated swales, a velocity dissipation structure, staked straw bales, temporary re-vegetation, rock bag dams, erosion control blankets, and sediment traps) shall be employed for disturbed areas. 3. To the maximum extent feasible, no disturbed surfaces shall be left without erosion control measures in place. 4. Construction activities shall be scheduled to minimize land disturbance during peak runoff periods. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. 5. Creating construction zones and grading only one area or part of a construction zone at a time shall minimize exposed areas. If practicable during the wet season, grading on a particular zone shall be delayed until protective cover is restored on the previously graded zone. 6. Disturbed areas shall be re-vegetated following construction activities. 7. Construction area entrances and exits shall be stabilized with large-diameter rock. 	PS/LS	PS/LS	LS	PS/LS	NI

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8. Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures.
9. Petroleum products shall be stored, handled, used, and disposed of properly in accordance with provisions of the CWA [33 U.S. Code (USC) 1251 to 1387].
10. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of surface and groundwater.
11. Fuel and vehicle maintenance areas shall be established away from all drainage courses and designed to control runoff.
12. Sanitary facilities shall be provided for construction workers.
13. Disposal facilities shall be provided for soil wastes, including excess asphalt during construction and demolition.
14. Other potential BMPs include use of wheel wash or rumble strips and sweeping of paved surfaces to remove any and all tracked soil.

MM 1-B - Contractors involved in the project shall be trained on the potential environmental damage resulting from soil erosion prior to construction in a pre-construction meeting. Copies of the project's SWPPP shall be made available at that time. Construction bid packages, contracts, plans, and specifications shall contain language that requires adherence to the SWPPP.

Seismicity – Construction near an active fault zone could yield adverse effects associated with seismic activity.	No mitigation required.	LS	LS	LS	LS	NI
Mineral Resources – Construction and operation could affect known or recorded mineral resources.	No mitigation required.	LS	LS	LS	LS	NI
Cumulative Geology and Soils Impacts – Development of the project alternatives could, when taken together with other foreseeable developments, result in significant topographic changes and/or soil loss.	No mitigation required.	LS	LS	LS	LS	NI
SECTION 3.3. Water Resources						
Floodplain – Development within a floodplain could generate adverse effects related to inundation.	No mitigation required.	LS	LS	LS	LS	NI
Surface Water						
1) Construction Impacts – Ground-disturbing activities such as grading and excavation could lead to erosion of topsoil.	The following measure is recommended for Alternatives A1, A2, and B. Implement MM 1-A and MM 1-B .	PS/LS	PS/LS	NI	PS/LS	NI
2) Stormwater Runoff – The project alternatives could alter the existing	No mitigation required.	LS	LS	LS	LS	NI

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drainage pattern of the Mettler Site and increase stormwater runoff as a result of increased impervious surfaces.

Groundwater

<p>1) Groundwater Supply – The project alternatives could result in the drawdown of groundwater aquifers.</p>	<p>The following measures are recommended for Alternative B. MM 2-H To fully offset groundwater extraction associated with the selected project alternative, one or more of the following measures shall be implemented by the Tribe prior to operation.</p> <ol style="list-style-type: none"> 1. Amend the existing surface water contract for agricultural irrigation water with the Wheeler Ridge-Maricopa Water Storage District for the Maricopa Highway Site to allow the transfer of surface water to other agricultural lands within the Kern County Subbasin that currently uses groundwater for irrigation. As a condition of the agreement, the agricultural land receiving the surface water would be required to reduce groundwater pumping by at least the same amount as the surface water they are receiving. 2. Implement a groundwater recharge project, such as constructing a basin to recharge water from the selected property's existing surface water contract. 3. Work with and compensate the County or local water district to implement a water conservation program and/or a conjunctive water use program. The program shall (1) assess existing and potential sources of reclaimed wastewater within Kern County Subbasin, and determine potential points of use for the reclaimed wastewater, and/or (2) supplement the County's or local water district's existing water conservation programs to identify and implement additional conservation measures within Kern County Subbasin. 	S/LS	S/LS	LS	S/LS	NI
<p>2) Groundwater Recharge – The project alternatives could impact groundwater recharge through the development of impervious surfaces.</p>	<p>No mitigation required.</p>	LS	LS	LS	LS	NI
<p>3) Neighboring Groundwater Wells – The project alternatives could impact neighboring groundwater wells.</p>	<p>The following measures are recommended for Alternatives A1, A2, and B. MM 2-E Prior to construction of the on-site wells, the USEPA shall be consulted in the early stages of establishing the well system. Furthermore, baseline monitoring of the groundwater shall be submitted to the USEPA prior to public water usage. MM 2-F The on-site wells shall be positioned as to avoid to the maximum extent possible adverse effects on the established wells and surface water features within a 1-mile radius of the project site while optimizing groundwater usage onsite, such as avoiding the percolation pond's cone of influence. A groundwater study shall be conducted in order to achieve this objective.</p>	LS/LS	LS/LS	LS	LS/LS	NI

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<p>4) Groundwater Quality – The use of potentially hazardous construction materials may spill onto the ground and enter stormwater. Additionally the operation of a WWTP onsite that percolates treated effluent could impact groundwater quality.</p>	<p>The following measures are recommended for Alternatives A1, A2, and B.</p> <p>MM 2-A Wastewater shall be fully treated to at least a tertiary level using MBR or SBR technology. The Tribe shall apply for and obtain applicable permits and approvals prior to operation.</p> <p>MM 2-B The on-site WWTP shall be staffed with operators who are qualified to operate the plant safely, effectively, and in compliance with all permit requirements and regulations. The operators shall have qualifications similar to those required by the Operator Certification Program for municipal WWTPs.</p> <p>MM 2-C Water shall be treated onsite to USEPA standards prior to reuse or discharge into percolation ponds. Percolation ponds and reuse facilities shall be closely monitored by a responsible engineer. Periodic monitoring of the wastewater facility shall ensure the wastewater system is operating safely and efficiently.</p> <p>MM 2-D Groundwater sampling and analysis shall be performed regularly and all drinking water shall be treated to the SDWA standards.</p> <p>MM 2-G To avoid potential adverse influences on the on-site potable water supply, potable water transmission pipes shall not be located within the percolation pond's cone of influence.</p>	PS/LS	PS/LS	LS	PS/LS	NI
Cumulative Water Resources Impacts						
<p>1) Surface Water and Flooding – Development of the project alternatives in conjunction with other proposed developments could significantly increase sedimentation, pollution, and stormwater runoff.</p>	No mitigation required.	LS	LS	LS	LS	NI
<p>2) Surface Water Quality – The project alternatives, taken together with other foreseeable developments, could result in an increase in pollution and sedimentation.</p>	<p>The following measures are recommended for Alternatives A1, A2, and B.</p> <p>Implement MM 1-A and MM 1-B.</p>	PS/LS	PS/LS	LS	PS/LS	NI
<p>3) Groundwater – The project alternatives, in conjunction with the buildout of County and/or City General Plans, could significantly impact groundwater supply if the total water demand exceeds the rate of groundwater recharge.</p>	<p>The following measures are recommended for Alternatives A1 and A2.</p> <p>Implement MM 2-A through MM 2-G.</p> <p>The following measures are recommended for Alternative B.</p> <p>Implement MM 2-A through MM 2-H.</p>	PS/LS	PS/LS	LS	PS/LS	NI
SECTION 3.4. Air Quality						
<p>Construction Emissions – Construction activities could adversely affect air quality through the emission of PM₁₀, NO_x, SO₂, CO,</p>	No mitigation required.	LS	LS	NI	LS	NI

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ROG, GHGs, and HAPs (primarily in the form of DPM).

Operational Vehicle and Area Emissions – Project alternatives could adversely affect air quality through the emission of criteria pollutants from vehicles and project facilities.	The following measure is recommended for Alternatives A1, A2, and B. MM 3-A - The Tribe shall purchase 111.83 tons of NOx emission reduction credits (ERCs) and 18.48 tons of ROG ERCs for Alternative A1, as specified in the Final General Conformity Determination included in Appendix Z . Alternative A2 would require the purchase of 95.60 tons of NOx ERCs and 12.10 tons of ROG ERCs. Alternative B would require the purchase of 110.41 tons of NOx ERCs and 15.56 tons of ROG ERCs. Because the air quality effects are associated with operation of the facility and not with construction of the facility, real, surplus, permanent, quantifiable, and enforceable, ERCs shall be purchased prior to the opening day of the facility. ERCs shall be purchased in accordance with the 40 CFR 93 Subpart B, conformity regulations. With the purchase of the ERCs the project would conform to the applicable SIP and result in a less-than-adverse effect to regional air quality. As an alternative to or in combination with purchasing the above ERCs, the Tribe has the option to enter into a VERA with the SJVAPCD. The VERA would allow the Tribe to fund air quality projects that quantifiably and permanently offset project operational emissions.	PS/LS	PS/LS	NI	PS/LS	NI
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Cumulative Air Quality Impacts

1) Operational Emissions – Development of the project alternatives, in conjunction with other regional projects, could contribute to the nonattainment of NAAQS.	The following measure is recommended for Alternatives A1, A2, and B. Implement MM 3-A .	PS/LS	PS/LS	NI	PS/LS	NI
2) Carbon Monoxide Hot Spot Analysis – Development of the project alternatives, taken together with the buildout of the City and/or County General Plans, could cause an increase in delay at some intersections in the cumulative year 2040 sufficient to warrant a Hot Spot Analysis.	No mitigation required.	LS	LS	NI	LS	NI
3) Climate Change – Development of the project alternatives in conjunction with other foreseeable projects could significantly contribute to climate change through the emission of GHGs.	No mitigation required.	LS	LS	NI	LS	NI

SECTION 3.5. Biological Resources

Potential Effects to Habitats – Development of project alternatives could disturb federally designated critical or sensitive habitats.	No mitigation required.	LS	LS	NI	LS	NI
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Potential Effects to Special-Status Species

– The following special-status species could be impacted by the project alternatives:

1) San Joaquin Kit Fox (SJKF)	<p>The following mitigation measures are recommended for Alternatives A1, A2, and B.</p> <p>MM 4-A - Potential dens shall be visibly marked by a qualified biologist into an exclusion zone with a 100-foot buffer. No staging of materials or equipment, construction personnel, or other construction activity shall occur within the setback areas. The avoidance buffer shall be maintained until either the completion of construction, or the proper destruction of the den as described below. The USFWS guidelines for SJKF avoidance and minimization shall be followed.</p> <p>MM 4-B - A qualified biologist shall conduct a pre-construction survey to assess potential presence of SJKF 2 calendar weeks to 30 calendar days prior to commencement of ground disturbance. A report summarizing the findings of the survey shall be sent to the USFWS within 5 days of completion of any pre-construction surveys. If the construction activities stop on the site for a period of 5 days or more, then an additional pre-construction survey shall be conducted no more than 48 hours prior to the start of construction. If no SJKF or potential dens are found during the preconstruction survey, no further action is required regarding this species.</p> <p>MM 4-C - If any SJKF potential dens are identified on the project site during the pre-construction survey or during construction activities (potential dens are defined as burrows at least 4 inches in diameter which open up within 2 feet), the USFWS shall be notified immediately and no construction activity shall occur within 100 feet of the potential den. An exclusionary zone shall be implemented as described in Measure A. Potential den entrances shall be monitored with trail cameras for 3 consecutive days, or dusted for 3 consecutive days to register track of any SJKF present. If no SJKF activity is identified, potential dens may be destroyed by careful excavation followed by immediate filling and compacting of the soil. If SJKF activity is identified, a buffer zone of 250 feet shall be maintained around the den until the biologist determines that the den has been vacated. The den shall be considered vacant when 3 days of den entrance dusting or trail camera monitoring results in no SJKF sign, at which point only a 100-foot buffer becomes necessary. Should destruction of such a vacated natal den be necessary, USFWS shall be contacted, and the appropriate take permit issued. Where SJKF are identified, the provisions of the USFWS's published <i>Standardized Recommendations for Protection of the San Joaquin Kit Fox Prior to or During Ground Disturbance (2010)</i> shall apply for den destruction and ongoing operational recommendations.</p> <p>MM 4-D - A qualified biologist shall conduct habitat sensitivity training related to SJKF for project contractors and shall monitor construction during initial grading activities within the project site. Under this program, workers shall be informed about the presence of SJKF and</p>	PS/LS	PS/LS	LS	PS/LS	NI
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	<p>habitat associated with the species and that unlawful take of the animal or destruction of its habitat is not permitted. Prior to construction activities, a qualified biologist shall instruct and distribute informational materials to construction personnel about: (1) the life history of the SJKF; (2) the importance of habitat requirements for SJKF; (3) sensitive areas including those identified onsite; and (4) the importance of maintaining the required setbacks and detailing the limits of the construction area. Documentation of this training shall be maintained onsite.</p> <p>MM 4-E - The standards of the USFWS publication include provisions for educating construction workers regarding the SJKF, keeping heavy equipment operating at safe speeds, checking construction pipes for SJKF occupation during construction and similar activities.</p>						
2) Blunt Nosed Leopard Lizard (BLL)	<p>The following mitigation measures are recommended for Alternatives A1, A2, and B.</p> <p>MM 4-F - A pre-construction survey for BLL shall be performed by a qualified biologist within 30 days prior to construction activities to establish the presence of species on this site. The survey shall occur during the months of April through October to avoid surveying during peak hibernation months when BLL are inactive. Should BLL be observed, the USFWS shall be contacted to determine appropriate removal or avoidance measures. The survey methods shall be consistent with CDFW's Approved Survey Methodology for the BLL.</p> <p>MM 4-G - Access gates shall remain closed during periods of inactivity and have at least a 6-inch curtain in contact with the soil surface anchored by hay bales and sand bags. A designated individual shall check for BLL under vehicles and equipment such as stored pipes before the start of the work day. If a BLL is discovered, the vehicle or equipment shall not be moved until the animal has exited on its own. Pipes and other den-like structures should be capped at both ends until just before use to prevent potentially occurring BLL from being trapped.</p> <p>MM 4-H - Prior to construction activities, a qualified biologist shall instruct and distribute informational materials to construction personnel about BLL, including life history information, habitat requirements, and appropriate response to potential observations. The qualified biologist shall monitor construction during initial grading activities. Documentation of this training shall be maintained onsite.</p> <p>MM 4-I - Should BLL or other listed federal species be detected within the construction footprint at any point during construction or monitoring, grading activities shall halt, and the USFWS shall be consulted. No grading activities shall commence until USFWS authorizes the re-initiation of grading activities.</p>	PS/LS	PS/LS	LS	PS/LS	NI	
3) Tipton Kangaroo Rat and Giant Kangaroo Rat	<p>The following mitigation measures are recommended for Alternatives A1 and A2 for the Tipton kangaroo rat, and Alternative B for the Tipton kangaroo rat and giant kangaroo rat.</p> <p>MM 4-J - A pre-construction survey for Tipton/giant kangaroo rat presence shall be conducted between 2 weeks and 30 calendar days</p>	PS/LS	PS/LS	LS	PS/LS	NI	

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before the start of ground-disturbing activities. A qualified biologist shall survey for Tipton/giant kangaroo rat signs, such as scat, burrows, tail drag marks, and tracks. Should a confirmed observation of a Tipton/giant kangaroo rat occur, the USFWS service shall be contacted to determine if relocation procedures are necessary. Presence of Tipton/giant kangaroo rat shall be assumed if any positive sign for any Tipton/giant kangaroo rat is observed due to the difficulty of species-level identification without live trapping.

MM 4-K - Should an active burrow be observed onsite, a 50-foot buffer shall be marked around the burrow entrance by the qualified biologist with high-visibility fencing. Should the active burrow be within the project footprint, USFWS shall be contacted to determine the appropriate removal or avoidance measures.

MM 4-L - Prior to construction activities, a qualified biologist shall instruct and distribute informational materials to construction personnel about Tipton/giant kangaroo rat including life history information, habitat requirements, and appropriate response to potential observations. The qualified biologist shall monitor construction during initial grading activities. Documentation of this training shall be maintained onsite.

<p>4) Burrowing Owl</p>	<p>The following mitigation measures are recommended for Alternatives A1 and A2.</p> <p>MM 4-M - A qualified biologist shall conduct a pre-construction survey for burrowing owls within the 30 days prior to construction activities to establish the status of this species on the site. If ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site shall be resurveyed. If burrowing owls are detected on or within approximately 500 feet of the site, a qualified biologist shall be consulted to develop measures to avoid “take” of this species prior to the initiation of any construction activities. Burrows observed onsite shall additionally be treated as potential burrowing owls dens and shall be handled as outlined in mitigation measures for burrowing owls. These measures include establishing appropriate buffers, and may require additional monitoring by a qualified biologist before destruction if burrowing owls are observed during pre-construction surveys.</p> <p>MM 4-N - Prior to construction activities, a qualified biologist shall instruct and distribute informational materials to construction personnel about: (1) the life history of the burrowing owl; (2) the importance of habitat requirements; (3) sensitive areas including those identified on site, and (4) the importance of maintaining the required setbacks and detailing the limits of the construction area. Documentation of this training shall be maintained on site.</p>	PS/LS	PS/LS	LS	PS/LS	NI
<p>Potential Effects to Migratory Birds and Other Birds of Prey – Active nests could be disturbed if construction occurred during the nesting season; lighting could increase</p>	<p>The following mitigation measures are recommended for Alternatives A1, A2, and B.</p> <p>MM 4-O - Should ground-disturbing activities occur during the general nesting season (February 1 to September 15), a pre-construction nesting bird survey shall be conducted by a qualified biologist no more</p>	PS/LS	PS/LS	LS	PS/LS	NI

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collisions of birds with structures or cause avian disorientation.	<p>than 14 days prior to the start of ground-disturbing activities. Areas within 500 feet of ground-disturbing activities shall be surveyed for active nests.</p> <p>MM 4-P - Should an active nest be identified, an avoidance buffer shall be established based on the needs of the species identified and pursuant to consultation with CDFW and/or USFWS if necessary prior to initiation of ground-disturbing activities. Avoidance buffers may vary in size depending on habitat characteristics, project-related activities, and disturbance levels. Avoidance buffers shall remain in place until the end of the general nesting season or upon determination by a qualified biologist that young have fledged or the nest has failed.</p>						
Potential Effects to Wetlands and Waters of the U.S. – Construction could impact wetlands within project site and improvement area boundaries.	<p>The following mitigation measure is recommended for Alternatives A1, A2, and B. Implement MM 1-A and MM 1-B.</p>	PS/LS	PS/LS	NI	PS/LS	NI	
Cumulative Biological Resources Impacts							
1) Potential Effects to Habitat – The project alternatives, in conjunction with other foreseeable developments, could adversely impact critical or sensitive habitat.	No mitigation required.	LS	LS	LS	LS	NI	
2) Potential Effects to Special-Status Species – Development of the project alternatives, taken together with the buildout of the City and County General Plans, could adversely impact special-status species.	<p>The following mitigation measure is recommended for Alternatives A1, A2, and B. Implement MM 4-A through MM 4-N.</p>	PS/LS	PS/LS	LS	PS/LS	NI	
3) Potential Effects to Migratory Birds and Other Birds of Prey – The project alternatives, taken together with the development of other foreseeable projects, could disturb migratory birds.	<p>The following mitigation measure is recommended for Alternatives A1, A2, and B. Implement MM 4-O through MM 4-P.</p>	PS/LS	PS/LS	LS	PS/LS	NI	
4) Potential Effects to Wetlands and/or Waters of the U.S. – The project alternatives and other foreseeable developments could adversely impact wetlands and/or water of the U.S. by increasing erosion or through the discharge of runoff or wastewater.	<p>The following mitigation measure is recommended for Alternatives A1, A2, and B. Implement MM 1-A and MM 1-B.</p>	PS/LS	PS/LS	NI	PS/LS	NI	
SECTION 3.6. Cultural and Paleontological Resources							
Buried Resources – Ground-disturbing activities could uncover and/or damage archaeological sites.	<p>The following measure is recommended for Alternatives A1, A2, A3, and B. MM 5-A - A qualified professional archaeologist shall complete pre-construction surveys of the off-site impact areas, documenting and assessing any resources encountered. If the find is determined to be significant by the archaeologist, then an appropriate course of</p>	PS/LS	PS/LS	PS/LS	PS/LS	NI	

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action shall be implemented prior to construction in the vicinity of the find. Possible actions may include recordation, archaeological testing/data recovery, development of a Treatment Plan, or other measures. All significant archaeological materials recovered shall be subject to scientific analysis, professional curation as appropriate, and documentation prepared by the archaeologist according to current professional standards.

MM 5-B - In the event of inadvertent discovery of prehistoric or historic archaeological resources during construction-related earth-moving activities, all work within 50 feet of the find shall cease until a professional archaeologist meeting the Secretary of the Interior’s qualifications (36 CFR 61) can assess the significance of the find. The BIA and Tribe shall be notified immediately, and all such finds shall be subject to procedures for post-review discoveries without prior planning pursuant to 36 CFR 800.13. If the find is determined to be significant by the archaeologist, BIA and/or Tribe, then the process in mitigation measure A shall be followed.

MM 5-C - In the event of inadvertent discovery of paleontological resources during construction earth-moving activities, all work within 50 feet of the find shall cease until a qualified professional paleontologist can assess the significance of the find, and the BIA shall be notified. All such finds shall be subject to Section 101 (b)(4) of NEPA (40 CFR 1500 1508). If the find is determined to be significant by the paleontologist, then representatives of the BIA shall meet with the paleontologist to determine the appropriate course of action, including the development of an Evaluation Report and/or Mitigation Plan, if necessary. All significant paleontological materials recovered shall be subject to scientific analysis, professional curation, and a report prepared by the professional paleontologist according to current professional standards.

MM 5-D - If human remains are discovered during ground-disturbing activities on Tribal lands, all work within 100 feet of the find shall cease immediately and the Tribe, BIA, and County Coroner shall be notified immediately. No further disturbance shall occur until the Tribe, BIA, and County Coroner have made the necessary findings as to the origin and disposition of the remains. If the remains are determined to be of Native American origin, the provisions of Native American Graves Protection and Repatriation Act shall be applied.

<p>Paleontological Resources – Paleontological resources could be uncovered and/or damaged by ground-disturbing activities.</p>	<p>The following measure is recommended for Alternatives A1, A2, A3, and B. Implement MM 5-A through MM 5-D.</p>	PS/LS	PS/LS	PS/LS	PS/LS	NI
<p>Cumulative Cultural Resources Impacts – Construction activities, in conjunction with the development of other foreseeable projects, could disturb archaeological or paleontological resources.</p>	<p>The following measure is recommended for Alternatives A1, A2, A3, and B. Implement MM 5-A through MM 5-D.</p>	PS/LS	PS/LS	PS/LS	PS/LS	NI

SECTION 3.7. Socioeconomic Conditions

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Economic Effects

1) Construction – Construction of the project alternatives could impact spending and labor demand in the region.	No mitigation required.	BI	BI	LS	BI	NI
2) Operation – Operation of the project alternatives could impact spending and labor demand in the region.	No mitigation required.	BI	BI	LS	BI	NI
3) Substitution Effects						
a) Gaming Market Substitution Effects – Operation of the project alternatives could reduce revenues at existing tribal casinos.	No mitigation required.	LS	LS	NI	LS	NI
b) Non-Gaming Substitution Effects – Operation of the project alternatives could reduce revenues at existing hotels, restaurants, and retail facilities.	No mitigation required.	BI	BI	NI	BI	NI
4) Fiscal Effects – The project alternatives could adversely impact County and/or City tax revenues and operating budgets.	No mitigation required.	BI	BI	LS	BI	NI

Employment

1) Construction – Construction of the project alternatives could impact wages, job availability, and/or employment rates.	No mitigation required.	BI	BI	LS	BI	NI
2) Operation – Operation of the project alternatives could impact wages, job availability, and/or employment rates.	No mitigation required.	BI	BI	LS	BI	NI

Housing – Employment-driven in-migration could cause or exacerbate housing supply issues.	No mitigation required.	LS	LS	LS	LS	NI
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Social Effects – The following social impacts could result from operation of the project alternatives:

1) Problem and Pathological Gambling – Operation of the project alternatives could increase the prevalence of problem or pathological gaming.	No mitigation required.	LS	LS	NI	LS	NI
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2) Crime – Operation of the project alternatives could increase the incidence of crime in the region.	The following measure is recommended for Alternatives A1, A2, and B. Implement MM 9-A .	PS/LS	PS/LS	NI	PS/LS	NI
Community Effects – Impacts to the following areas could result from development of the project alternatives:						
1) Schools – Employment-driven in-migration could introduce a number of new students in excess of the regional enrollment capacity.	No mitigation required.	LS	LS	LS	LS	NI
2) Libraries and Parks – Employment-driven in-migration could overburden existing recreational facilities.	No mitigation required.	LS	LS	LS	LS	NI
Effects to the Tejon Indian Tribe	No mitigation required.	BI	BI	BI	BI	NI
Environmental Justice – There are some identified minority and low-income populations in the vicinity of the alternative sites that could be affected.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 7-A through MM 7-H and MM 3-A .	PS/LS	PS/LS	LS	PS/LS	NI
Cumulative Socioeconomic Impacts – The project alternatives, taken together with the buildout of the City and County General Plans, could yield adverse impacts to the local labor market, housing availability, and local governments.						
1) Economy and Employment	No mitigation required.	BI	BI	LS	BI	NI
2) Population and Housing	No mitigation required.	LS	LS	LS	LS	NI
3) Substitution Effects	No mitigation required.	LS	LS	LS	LS	NI
SECTION 3.8. Transportation/ Circulation						
Construction Traffic – Vehicle trips associated with project construction could negatively impact roadways and significantly increase traffic volume.	No mitigation required.	LS	LS	LS	LS	NI
Project Traffic – Vehicle trips associated with the operation of the project alternatives could significantly increase traffic volume and exceed the designed capacity of regional roadways.	The following measures are recommended for Alternatives A1 and A2. MM 7-A - Stevens Drive/Maricopa Highway Intersection: install a traffic signal and provide an exclusive WB left-turn lane on Maricopa Highway at Stevens Drive, or install a roundabout, based on the recommendations of an ICE study, with an associated fair-share contribution of 100 percent for Alternatives A1 and A2. MM 7-B - Maricopa Highway/South Sabodan Street: install a traffic signal with an associated fair-share contribution of 100% for Alternatives A1 and A2 and the following geometry. SB – Construct the north leg of the intersection and provide one left-turn lane and one right-turn lane in the SB direction and one NB lane.	S/LS	S/LS	LS	S/LS	NI

(Legend: NI = No Impact; BI = Beneficial Impact; LS = Less-than-Significant; PS = Potentially Significant; S = Significant)

	<p>WB – One left-turn lane, one through lane, and one right-turn lane. EB – One left-turn lane, one through lane, and one shared through/right lane. NB – One left-turn lane and one shared through/right lane. Alternatively, install a roundabout, based on the recommendations of an ICE study.</p> <p>The following measures are recommended for Alternative B.</p> <p>MM 7-F - Stevens Drive/Maricopa Highway Intersection: install a traffic signal and provide an exclusive WB left-turn lane on Maricopa Highway at Stevens Drive, or install a roundabout, based on the recommendations of an ICE study, with an associated fair-share contribution of 100% for Alternative B</p> <p>MM 7-G - Maricopa Highway/I-5 SB Ramps Intersection: install an exclusive WB left-turn lane on Maricopa Highway and a traffic signal, or a roundabout with or without a loop ramp, based on the recommendations of an ICE study, with an associated fair-share contribution of 100 percent for Alternative B.</p> <p>MM 7-H - Maricopa Highway/I-5 NB Ramps Intersection: install an exclusive EB left-turn lane on Maricopa Highway and a traffic signal or a roundabout with or without a loop ramp, based on the recommendations of an ICE study, with an associated fair-share contribution of 100 percent for Alternative B.</p>						
<p>Roadway Conditions -- Traffic generated by the project alternatives could cause the degradation of roadway pavement.</p>	<p>The following measures are recommended for Alternative B.</p> <p>MM 7-I - Maricopa Highway Segment: The Tribe shall make an offer of dedication to Caltrans for 23 feet of right-of-way needed to accommodate the ultimate configuration of SR-166, as described in the May 2016 Transportation Concept Report for SR-166.</p>	LS	LS	LS	PS/LS	NI	
<p>Transit, Bicycle, and Pedestrian Facilities -- Traffic generated by the project alternatives could adversely impact other transportation facilities.</p>	<p>No mitigation required.</p>	NI	NI	NI	NI	NI	
<p>Cumulative Transportation/Circulation Impacts (Year 2040) – Development of the project alternatives in conjunction with other development projects could adversely impact traffic flow, roadway quality, and transportation facilities.</p>	<p>The following measures are recommended for Alternatives A1 and A2. Implement MM 7-A and MM 7-B.</p> <p>MM 7-C - Maricopa Highway/I-5 SB Ramps Intersection: contribute a fair share of 14 percent for Alternative A1 and 13 percent for Alternative A2 towards providing an exclusive WB left-turn lane on Maricopa Highway and installing a traffic signal or a roundabout with or without a loop ramp, based on the recommendations of an ICE study.</p> <p>MM 7-D - Maricopa Highway/I-5 NB Ramps Intersection: contribute a fair share of 26 percent for Alternative A1 and 24 percent for Alternative A2 towards providing an exclusive EB left-turn lane on Maricopa Highway and installing a traffic signal or a roundabout with or without a loop ramp, based on the recommendations of an ICE study.</p>	S/LS	S/LS	LS	S/LS	NI	

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MM 7-E - SR-166 to NB I-5 Ramp Merge: contribute a fair share of 52 percent for Alternative A1 and 48 percent for Alternative A2 towards providing a 1,000-foot auxiliary lane on I-5 NB mainline at the merge.

The following measures are recommended for Alternative B.
Implement **MM 7-F** through **MM 7-H**.

SECTION 3.9. Land Use

Land Use Plans – The project alternatives could conflict with County land use plans and ordinances (applicable to non-trust property).	No mitigation required.	LS	LS	LS	LS	NI
Land Use Compatibility – The project alternatives could conflict with neighboring land uses.	No mitigation required.	LS	LS	LS	LS	NI
Agriculture – The project alternatives could conflict with state and federal farmland designations.	No mitigation required.	LS	LS	LS	LS	NI
Cumulative Land Use Impacts – Development of the project alternatives in conjunction with other development projects could disrupt or impede access to neighboring land uses.	No mitigation required.	LS	LS	LS	LS	NI

SECTION 3.10. Public Services

Water Supply – The project alternatives could exceed the capacity of the municipal water supply or require significant improvements to the existing municipal water distribution infrastructure.	No mitigation required.	NI	NI	NI	NI	NI
Wastewater Service – Operation of the project alternatives could exceed the capacity of the existing municipal wastewater treatment and disposal infrastructure.	No mitigation required.	NI	NI	NI	NI	NI
Solid Waste Service						
1) Construction – Construction of the project alternatives could generate quantities or types of waste that cannot be accommodated by regional waste disposal facilities.	No mitigation required.	LS	LS	NI	LS	NI
2) Operation - Operation of the project alternatives could generate quantities or types of waste that cannot be accommodated by regional waste disposal facilities.	No mitigation required.	LS	LS	LS	LS	NI

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<p>Law Enforcement – Service calls to local law enforcement agencies could increase due to the project alternatives.</p>	<p>The following mitigation measure is recommended for Alternatives A1, A2, and B. MM 9-A - Prior to operation, the Tribe shall enter into agreements to reimburse the KCSD, KCFD, and county emergency medical services for quantifiable costs incurred in conjunction with providing services.</p>	PS/LS	PS/LS	LS	PS/LS	NI
<p>Fire Protection and Emergency Medical Services</p>						
<p>1) Construction – Construction activities could increase the risk of fire.</p>	<p>No mitigation required.</p>	LS	LS	LS	LS	NI
<p>2) Operation – The project alternatives could increase the number of service calls to local fire protection/emergency medical service providers.</p>	<p>The following mitigation measure is recommended for Alternatives A1, A2, and B. Implement MM 9-A.</p>	PS/LS	PS/LS	LS	PS/LS	NI
<p>Energy</p>						
<p>1) Construction – Construction activities could damage underground utilities.</p>	<p>The following mitigation measure is recommended for Alternatives A1, A2, and B. Implement MM 9-A.</p>	PS/LS	PS/LS	LS	PS/LS	NI
<p>2) Operation – Operation of the project alternatives could necessitate improvements to electrical and natural gas infrastructure that generate adverse environmental effects.</p>	<p>The following mitigation measures are recommended for Alternatives A1, A2, and B. Implement MM 9-A. Public Services MM E - The Tribe shall be responsible for a fair share of costs associated with any relocation of existing SoCalGas and PG&E facilities to accommodate the proposed development and traffic improvements. Appropriate funds shall be made available to conduct any necessary relocation and to construct any system upgrades required by the project.</p>	PS/LS	PS/LS	LS	PS/LS	NI
<p>Schools, Libraries, and Parks – Operation of the project alternatives could adversely impact schools, libraries, and parks.</p>	<p>No mitigation required.</p>	LS	LS	LS	LS	NI
<p>Cumulative Public Services Impacts</p>						
<p>1) Water Supply – Development of the project alternatives, taken together with other foreseeable developments, could adversely impact the provision of water</p>	<p>No mitigation required.</p>	NI	NI	NI	NI	NI
<p>2) Wastewater – Development of the project alternatives in conjunction with the buildout of the City and County General Plans could adversely impact the treatment and disposal of wastewater.</p>	<p>No mitigation required.</p>	NI	NI	NI	NI	NI

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1) Solid Waste – The project alternatives, taken together with other foreseeable developments, could adversely impact the disposal of solid waste.	No mitigation required.	LS	LS	LS	LS	NI
2) Law Enforcement – Development of the project alternatives and other foreseeable projects could adversely impact the provision of law enforcement services.	No mitigation required.	LS	LS	LS	LS	NI
3) Fire Protection and Emergency Medical Services – Operation of the project alternatives, taken together with other foreseeable development projects, could impede the provision of fire protection and emergency medical services.	No mitigation required.	LS	LS	LS	LS	NI
4) Energy – Development of the project alternatives, in conjunction with the buildout of the City and County General Plans, could adversely impact the provision of electrical and natural gas services and the physical environment.	No mitigation required.	LS	LS	LS	LS	NI
5) Schools, Libraries, and Parks -- Operation of the project alternatives could adversely impact schools, libraries, and parks.	No mitigation required	LS	LS	LS	LS	NI
SECTION 3.11. Noise						
Construction Noise – Noise associated with construction activities could adversely affect human health and/or the physical environment.	No mitigation required.	LS	LS	NI	LS	NI
Construction Traffic - Construction of the project alternatives could increase traffic-related noise in the vicinity of roads surrounding the project sites, with the exception of the roads analyzed separately below:	No mitigation required.	LS	LS	NI	LS	NI
Construction Vibration – Vibration associated with construction activities could adversely affect human health and/or the physical environment.	No mitigation required.	LS	LS	NI	LS	NI
Operational Noise						
1) Traffic – Operation of the project alternatives could increase traffic-	No mitigation required.	LS	LS	LS	LS	NI

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	related noise in the vicinity of roads surrounding the project sites.						
2)	Other Noise Sources – Vibration and other noise sources associated with the project alternatives could contribute to a significant increase in noise levels.	No mitigation required.	LS	LS	LS	LS	NI
3)	Vibration - Vibration associated with the operation of the alternatives could adversely affect human health and/or the physical environment.	No mitigation required.	LS	LS	LS	LS	NI
	Cumulative Noise Impacts - Development of the project alternatives, in combination with other foreseeable projects, could contribute toward a significant increase in noise levels.	No mitigation required.	LS	LS	LS	LS	NI

SECTION 3.12. Hazardous Materials

Construction – Construction of the project alternatives could disturb existing hazardous materials or introduce new hazardous materials into the environment.	<p>The following measures are recommended for Alternatives A1, A2, and B.</p> <p>MM 11-A - Workers and supervisors should be trained in Valley Fever locations, symptoms, and methods to minimize the risks of contracting Valley Fever before commencing work. This includes a “Valley Fever Training Handout,” and a set schedule of educational sessions. The following documentation shall be assembled and retained by the Tribe.</p> <ol style="list-style-type: none"> 1. A sign-in sheet of training participants, including names, signatures, and dates. 2. A written flyer or brochure that includes educational information on the health effects of exposure to Valley Fever. 3. Training on methods that may be able to prevent Valley Fever Infection. 4. A demonstration to employees on how to use personal protective equipment, such as respiratory masks, in order to reduce potential exposure to <i>C. immitis</i> spores. This protective equipment should be readily available for employees to use during work hours. Proof of this training can consist of printed materials, DVD, photographs, and/or digital media files. <p>MM 11-B - The Tribe shall develop a Valley Fever Dust Management Plan that addresses possible <i>C. immitis</i> spores and mitigations for potential infections from <i>C. immitis</i> spores. The plan should encompass a program to assess the possible exposure to <i>C. immitis</i> spores from construction activities and to outline appropriate safety precautions that will be implemented, as appropriate, to reduce the risk of exposure to spores from <i>C. immitis</i>. The plan shall include of the following.</p> <ol style="list-style-type: none"> 1. When performing soil-disturbing related tasks, workers shall be positioned upwind or crosswind when possible. 	PS/LS	PS/LS	PS/LS	PS/LS	NI
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2. Heavy equipment, vehicles and machinery with factory enclosed cabs shall be furnished with HEPA filters when able and the windows should be closed. Furthermore, proof of workers being trained on the proper use of applicable heavy equipment cabs shall be retained (e.g., turning on the air conditioner before using equipment).
3. Communication methods within enclosed cabs shall be provided, such as two-way radios.
4. When dust exposure is unavoidable, workers shall wear approved respiration protection that covers the nose and mouth. The particulate filters should be rated at N95, N99, N100, or HEPA.
5. Separate, clean areas with hand-washing stations shall be provided for employees to eat at.
6. Equipment inspection stations shall be installed at access/egress points. At these stations, construction vehicles and equipment shall be inspected and cleaned of excess soil material as needed before being removed offsite.
7. Workers shall be trained on how to recognize Valley Fever symptoms and report symptoms surmised as being Valley Fever to a supervisor when encountered.
8. A medical professional shall be consulted in order to develop a medical protocol for evaluating employees with suspected Valley Fever.
9. An information handout concerning Valley Fever shall be disseminated to the public within a 3.0-mile radius of the project and no less than 30 days before the commencement of construction activities. The handout shall address the following topics about Valley Fever: potential sources and causes, common symptoms, options or remedies available if an individual should experience symptoms, and the locations of where tests are available for verifying Valley Fever.

Operation – Operation of the project alternatives could introduce hazardous materials into the physical environment.	Applicable measures from MM 11-A and 11-B shall be implemented for Alternative A3.	LS	LS	PS/LS	LS	LS
Cumulative Hazardous Materials Impacts – Development of the project alternatives, in combination with other foreseeable projects, could disturb existing hazardous materials or introduce new hazardous materials to the physical environment.	No mitigation required.	LS	LS	LS	LS	LS
SECTION 3.13. Aesthetics						
Construction – Construction activities could obstruct views of scenic resources.	No mitigation required.	LS	LS	NI	LS	NI

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Operation – Development of the project alternatives could generate significant adverse aesthetic impacts.	No mitigation required.	LS	LS	NI	LS	NI
Effects on Viewsheds Surrounding the Project – Development of the project alternatives could alter the viewsheds surrounding the site.	No mitigation required.	LS	LS	NI	LS	NI
Light and Glare – Development of the project alternatives could cause visually undesirable and potentially dangerous glares on private residences or public areas.	No mitigation required.	LS	LS	NI	LS	NI
Cumulative Aesthetics Impacts – The project alternatives, in combination with other foreseeable alternatives, could be visually incompatible with existing land uses or otherwise adversely impact aesthetic resources.	No mitigation required.	LS	LS	NI	LS	NI
SECTION 3.14. Indirect and Growth-Inducing Effects						
SECTION 3.14.1. Indirect Effects from Off-Site Mitigation Improvements						
Geology and Soils – Construction of roadway improvements could increase the potential for soil erosion and geological hazards.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 1-A and MM 1-B .	PS/LS	PS/LS	NI	PS/LS	NI
Water Resources – Construction of roadway improvements could increase stormwater runoff and erosion and adversely impact water quality.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 1-A and MM 1-B .	PS/LS	PS/LS	NI	PS/LS	NI
Air Quality – Construction of roadway improvements could adversely impact air quality through the emission of air pollutants.	No mitigation required.	LS	LS	NI	LS	NI
Biological Resources – Habitat could be lost and special-status species could be disturbed due to the construction of roadway improvements.	The following mitigation measure is recommended for Alternatives A1, A2, and B. Implement MM 4-A through MM 4-P .	PS/LS	PS/LS	NI	PS/LS	NI
Cultural Resources – Construction of roadway improvements has the potential to disturb archaeological resources.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 5-A through MM 5-D .	PS/LS	PS/LS	NI	PS/LS	NI
Socioeconomic Conditions – Roadway improvements could cause disturbances in traffic flow and/or the loss of access to businesses and communities.	No mitigation required.	LS	LS	NI	LS	NI
Transportation/Circulation – Roadway improvements could disrupt traffic flow and/or access to surrounding land uses.	No mitigation required.	LS	LS	NI	LS	NI

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Land Use – Roadway improvements could conflict with City or County planning ordinances or adversely impact adjacent property owners.	No mitigation required.	LS	LS	NI	LS	NI
Public Services – Roadway improvements could significantly disrupt the provision of public services.	No mitigation required.	LS	LS	NI	LS	NI
Noise – Construction of the roadway improvements could result in significant increases in ambient noise levels.	No mitigation required.	LS	LS	NI	LS	NI
Hazardous Materials – Hazardous materials could be released inadvertently and dry vegetation could be ignited during grading and construction activities.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 11-A and MM 11-B .	PS/LS	PS/LS	NI	PS/LS	NI
Aesthetics – Roadway improvements could significantly alter viewsheds.	No mitigation required.	LS	LS	NI	LS	NI
SECTION 3.14.2. Growth-Inducing Effects – Development of the project alternatives could promote population growth and/or the construction of additional housing, which could adversely impact the physical and human environments.						
Employment and Commercial Growth – Development of the project alternatives could promote population growth and/or the construction of additional housing, which could adversely impact the physical and human environments.		LS	LS	NI	LS	NI
Geology and Soils – Construction of potential future developments on the site could increase the potential for soil erosion and geological hazards.	The following measure is recommended for Alternatives A1, A2, and B. Implement MM 1-A and MM 1-B .	PS/LS	PS/LS	NI	PS/LS	NI
Water Resources – Construction of potential future developments on the site could increase stormwater runoff and erosion and adversely impact water quality.	The following measure is recommended for Alternatives A1, A2, and B. Implement MM 1-A and MM 1-B .	PS/LS	PS/LS	NI	PS/LS	NI
Air Quality – Construction of potential future developments on the site could adversely impact air quality through the emission of air pollutants.	The following measures are recommended for Alternatives A1 and A2. MM 3-B - Prior to operation of the potential future development on the Mettler or Maricopa Highway Sites as described in Table 3.14-2 , the Tribe shall purchase 11.42 tons of NOx ERCs and 10.03 tons of ROG ERCs for Alternative A1, as specified in the Final General Conformity Determination included in Appendix Z . Alternative A2 would require the purchase of 12.16 tons of NOx ERCs and 10.09 tons of ROG ERCs. Because the air quality effects are associated with operation of the facility and not with construction of the facility, real, surplus, permanent, quantifiable, and enforceable ERCs will be purchased prior to the opening day of the facility. ERCs shall be purchased in accordance with 40 CFR 93 Subpart B conformity regulations. With the purchase of the ERCs, the project would conform to the applicable	PS/LS	PS/LS	NI	PS/LS	NI

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	SIP and result in a less-than-adverse effect to regional air quality. As an alternative to or in combination with purchasing the above ERCs, the Tribe has the option to enter into a VERA with the SJVAPCD. The VERA would allow the Tribe to fund air quality projects that quantifiably and permanently offset project operational emissions.						
Biological Resources – Habitat could be lost and special-status species could be disturbed due to the construction of potential future developments on the site.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 4-A through MM 4-P .	PS/LS	PS/LS	NI	PS/LS	NI	
Cultural Resources – Construction of potential future developments on the site has the potential to disturb archaeological resources.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 5-A through MM 5-D .	PS/LS	PS/LS	NI	PS/LS	NI	
Socioeconomic Conditions – Potential future developments on the site could cause disturbances in traffic flow and/or the loss of access to businesses and communities.	No mitigation required.	LS	LS	NI	LS	NI	
Transportation/Circulation – Potential future developments on the site could disrupt traffic flow and/or access to surrounding land uses.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 7-A through MM 7-H .	PS/LS	PS/LS	NI	PS/LS	NI	
Land Use – Potential future developments on the site could conflict with City or County planning ordinances or adversely impact adjacent property owners.	No mitigation required.	LS	LS	NI	LS	NI	
Public Services – Potential future developments on the site could significantly disrupt the provision of public services.	No mitigation required.	LS	LS	NI	LS	NI	
Noise – Construction of the potential future developments on the site could result in significant increases in ambient noise levels.	No mitigation required.	LS	LS	NI	LS	NI	
Hazardous Materials – Hazardous materials could be released inadvertently and dry vegetation could be ignited during grading and construction activities.	The following measures are recommended for Alternatives A1, A2, and B. Implement MM 11-A and MM 11-B .	PS/LS	PS/LS	NI	PS/LS	NI	
Aesthetics – Potential future developments on the site could significantly alter viewsheds.	No mitigation required.	LS	LS	NI	LS	NI	

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APPENDIX B

ALTERNATIVES ELIMINATED FROM CONSIDERATION

ALTERNATIVES ELIMINATED FROM CONSIDERATION

The intent of the analysis of alternatives in the EIS is to present to decision-makers and the public a reasonable range of alternatives that are both feasible and sufficiently different from each other in critical aspects. Section 1502.14(a) of the CEQ's Regulations for implementing NEPA requires a brief discussion of alternatives that were eliminated from further study and the reasons for their having been eliminated. Alternatives, other than the No Action Alternative, were screened based on four criteria: 1) extent to which they meet the purpose and need for the Proposed Action, 2) feasibility, 3) ability to reduce environmental impacts, and 4) ability to contribute to a reasonable range of alternatives. Several alternatives were considered and rejected for full EIS analysis based on the above criteria. These are summarized below:

NON-GAMING DEVELOPMENT FOR EACH OF THE ALTERNATIVE LOCATIONS WITHIN THE TRIBE'S TRADITIONAL TERRITORY

This alternative was suggested by a commenter during the public scoping period. The Mettler and Maricopa Highway sites are both located within the central portion of the Historic 1851 Tejon Treaty Area and are considered Alternatives A and B within the EIS. A non-gaming alternative was analyzed for the Mettler Site (Alternative A3). A non-gaming alternative for the Maricopa Highway Site was analyzed but eliminated from consideration because non-gaming development on the site would not result in significant economic benefits to the Tribe. Additionally, due to the current zoning and land uses of the Maricopa Highway site, development of a non-gaming alternative would result in environmental impacts similar to the gaming alternatives presented in the EIS, and socioeconomic impacts would be similar to the gaming alternatives presented in the EIS. Therefore, analyzing a non-gaming alternative at the Maricopa Site would not meaningfully add to the range of alternatives, and would not meet the purpose and need of the project.

GAMING DEVELOPMENT ALTERNATIVES THAT DO NOT INCLUDE APPROVAL OF A GAMING MANAGEMENT AGREEMENT BY THE NIGC

For each alternative which includes a casino, the gaming activity may either be managed directly by employees of the Tribe or by a management contractor pursuant to a gaming management agreement approved by the NIGC. Under either form of management of the casino, the environmental impacts of the development of the casino for each alternative are the same. Therefore, analyzing gaming development alternatives that do not include approval of a gaming management agreement by the NIGC would not meaningfully add to the range of alternatives and such alternatives were eliminated.

FUTURE EXPANSION ALTERNATIVE

This alternative was suggested by a commenter during the public scoping period. This alternative would include future expansion plans of the proposed casino resort beyond what is being currently proposed by the Tribe. The respective sizes of the proposed alternatives described above were determined based on a market demand analysis; therefore, a casino resort larger than those proposed would not be feasible. Furthermore, there are no known plans for future expansion, and thus, this alternative was eliminated from consideration.

TEJON INDUSTRIAL COMPLEX SITE

The Tejon Industrial Complex Site is south of the Outlets at Tejon at the junction of I-5 and South Wheeler Ridge Road. Gaming and non-gaming options were considered for this site; however, this alternative site was eliminated from consideration due to the lack of a willing seller of the required real estate under viable terms and conditions.

TAFT HIGHWAY SITE

The Taft Highway Site is northeast of the I-5 and SR-119 intersection. A casino resort development similar to Alternative A1 was considered on this site; however, as the Taft Highway Site is not located within the Tribe's Historic 1851 Tejon Treaty Area and due to financial viability considerations, this site was eliminated from further consideration.

APPENDIX C

OFF-RESERVATION CHECKLIST

OFF-RESERVATION ENVIRONMENTAL IMPACT ANALYSIS CHECKLIST

I. AESTHETICS

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage off-reservation scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Create a new source of substantial light or glare, which would adversely affect day or nighttime views of historic buildings or views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

II. AGRICULTURAL RESOURCES

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Involve changes in the existing environment, which, due to their location or nature, could result in conversion of off-reservation farmland, to non-agricultural use or conversion of off-reservation forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

III. AIR QUALITY

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
d) Expose off-reservation sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people off-reservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IV. BIOLOGICAL RESOURCES

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Have a substantial adverse impact, either directly or through habitat modifications, on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any off-reservation riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected off-Reservation wetlands as defined by Section 404 of the Clean Water Act?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

V. CULTURAL RESOURCES

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Cause a substantial adverse change in the significance of an off-reservation historical or archaeological resource?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Directly or indirectly destroy a unique off-reservation paleontological resource or site or unique off-reservation geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any off-reservation human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VI. GEOLOGY AND SOILS

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Expose off-reservation people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial off-reservation soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII. GREENHOUSE GAS EMISSIONS

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the off-reservation environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
b) Conflict with any off-reservation plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VIII. HAZARDS AND HAZARDOUS MATERIALS

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Create a significant hazard to the off-reservation public or the off-reservation environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the off-reservation public or the off-reservation environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed off-reservation school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose off-reservation people or structures to a significant risk of loss, injury, or death involving wildland fires.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

IX. WATER RESOURCES

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Violate any water quality standards or waste discharge requirements off-Reservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
b) Substantially deplete off-reservation groundwater supplies or interfere substantially with groundwater recharge such that there should be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff off-reservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Place structures within a 100-year flood hazard area, which would impede or redirect off-Reservation flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose off-reservation people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

X. LAND USE

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Conflict with any off-reservation land use plan, policy, or regulation of an agency adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable habitat conservation plan or natural community conservation plan covering off-reservation lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
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XI. MINERAL RESOURCES

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Result in the loss of availability of a known off-reservation mineral resource classified MRZ-2 by the State Geologist that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of an off-Reservation locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XII. NOISE

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Expose persons off-reservation to noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Expose persons off-reservation to excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a substantial permanent increase in ambient noise levels in the off-reservation vicinity of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a substantial temporary or periodic increase in ambient noise levels in the off-reservation vicinity of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XIII. POPULATION AND HOUSING

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Induce substantial off-reservation population growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing houses, necessitating the construction of replacement housing elsewhere off-reservation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XIV. PUBLIC SERVICES

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered off-reservation governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the off-reservation public services:				
Fire protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XV. RECREATION

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Increase the use of existing off-reservation neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XVI. TRANSPORTATION / TRAFFIC

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the off-reservation circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including, but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated off-reservation roads or highways?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards to an off-reservation design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in inadequate emergency access for off-reservation responders?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XVII. TRIBAL CULTURAL RESOURCES

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historic resources as defined in Public Resources Code Section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resources to a California Native American tribe.				

XVIII. UTILITIES AND SERVICE SYSTEMS

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Exceed off-reservation wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant off-reservation environmental effects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant off-reservation environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in a determination by an off-reservation wastewater treatment provider (if applicable), which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

XIX. CUMULATIVE EFFECTS

Would the Proposed Project:	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporation</i>	<i>Less than Significant Impact</i>	<i>No Impact</i>
a) Have impacts that are individually limited, but cumulatively considerable off-reservation? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past, current, or probable future projects.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX D

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is made effective as of July 23, 2019, by and between the County of Kern (the "County"), a political subdivision of the State of California, and the Tejon Indian Tribe (the "Tribe"), a federally recognized Indian tribe. The capitalized terms not otherwise defined herein shall have the meanings set forth below.

RECITALS

WHEREAS, the Tribe is without a reservation or other trust land on which to develop its tribal economy, housing, healthcare, and other services; and

WHEREAS, in 2016 the Tribe and the County entered into a separate Memorandum of Understanding for the provision of services to 10.3 acres of real property at 4941 David Road if that property is placed into trust (Kern County Agreement #1118-2016, referred to herein as the "David Road Agreement"); and

WHEREAS, the Tribe has requested that the Secretary of the United States Department of the Interior accept title to certain Property located within an unincorporated area of the County in trust for the Tribe, a portion of which would be used for the development of a tribal resort, hotel and gaming project to promote tribal economic development, self-sufficiency, and self-government; and

WHEREAS, the Secretary has authorized the Bureau of Indian Affairs to prepare an environmental impact statement, or EIS, to consider a range of alternative project developments and sites within the Tribe's aboriginal territory to meet the purposes and needs for the Trust Acquisition and the conduct of gaming; and

WHEREAS, the County and Tribe are participating as cooperating agencies in the preparation of the EIS with the opportunity to review and comment on administrative drafts prior to the release of each of the draft and final EIS to the public; and

WHEREAS, the Tribe will be required to implement the mitigation measures identified in the final EIS pursuant to the Record of Decision for the Trust Acquisition; and

WHEREAS, the Tribe does not intend to make any physical changes to the environment on the sites being considered in the EIS prior to approval of the Trust Acquisition and the Tribe has not requested the County to issue and the County does not commit itself to issue any discretionary approval of any kind under this Agreement; and

WHEREAS, the primary purpose of this Agreement is to provide a funding mechanism for the Tribe to compensate the County for law enforcement, fire protection, and emergency services, to provide reasonable compensation for programs designed to

treat problem gambling, to mitigate any effect on public safety attributable to the Project, and to mitigate all other impacts of the Project on the County; and

WHEREAS, if the Secretary takes the Property in trust for the Tribe, the County will not have the legal authority to assess real property taxes against the newly acquired trust land or to collect taxes or other assessments from the Tribe or to extend its regulatory authority over the Property; and

WHEREAS, the County has determined after public hearing that it is in the best interests of the County to enter into this Agreement; and

WHEREAS, after taking into account the provisions of this Agreement, the Tribe's commitment to mitigate any potentially significant environmental impacts identified in the EIS, the potential job creation, and the other economic benefits of the Project to the Tribe and the community, the County has determined that the development, construction, and operation of the Project would not be detrimental to the County and the surrounding community; and

WHEREAS, the County and the Tribe wish to enter into this Agreement to build upon their cooperative and mutually respectful government-to-government relationship.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

The terms not defined elsewhere in this Agreement shall have the following meanings:

“Agreement” means this Intergovernmental Agreement between the County and the Tribe.

“Applicable Codes” means the California Building Code and the California Public Safety Code applicable to the County, as set forth in titles 19 and 24 of the California Code of Regulations, as those regulations may be amended, including, but not limited to, codes for building, electrical, energy, mechanical, plumbing, fire and safety.

“Bureau of Indian Affairs” means the Bureau of Indian Affairs of the United States Department of the Interior.

“CEQA” means the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*) and the guidelines promulgated thereunder, as the same may be amended or modified from time to time.

"Construction Date" means, after the Trust Acquisition, the later of the date the Tribe closes a loan to obtain funding from a financial institution to finance construction of the Gaming Facility or commences vertical construction of the Gaming Facility.

"County" means the County of Kern, California, a political subdivision of the State, and its departments, agencies and subdivisions, including, but not limited to, the Sheriff and Sheriff's Office and the County Fire Department.

"County Administrative Office" means a department of the County responsible for executing and coordinating County administrative and financial policy.

"CPI Adjustment" means an annual increase from the dollar amount applicable to the previous year that is equal to the annual increase in the Consumer Price Index used by the Kern County Assessor's Office, as provided in the California State Board of Equalization's annual California Consumer Price Index letter to County Assessors.

"EIS" means the environmental impact statement for the Project and Trust Acquisition being prepared by the Bureau of Indian Affairs as the lead federal agency under authority delegated by the Secretary pursuant to NEPA.

"Gaming Facility" means any building on the Property in which class III gaming authorized under the Tribal-State Compact occurs.

"IGRA" means the Indian Gaming Regulatory Act of 1988 (25 U.S.C. §§ 2701 *et seq.*) and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

"Joint Substation" has the meaning given in Subsection 2(a) of this Agreement.

"NEPA" means the National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*) and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

"Opening Date" means the date on which the Tribe commences commercial operations open to the public on the Property.

"Party" means the County or the Tribe.

"Parties" means the County and the Tribe.

"Project" means the development, construction and operation of all uses on the Property, including the Gaming Facility.

"Property" means the approximately 306 acres of fee land located within the unincorporated area of the County identified in the notice to prepare an EIS for the proposed Trust Acquisition published on August 13, 2015 in the Federal Register (80

Fed. Reg. 48559) as described and shown on Attachment A or such other property that is identified in the Record of Decision as the preferred alternative for the Trust Acquisition.

“Public Entity” means any federal, State, regional or local governmental entity, public authority, public agency, public corporation or any subdivision thereof, including, without limitation, the County.

“Public Law 280” refers to the statute that extended state criminal jurisdiction and limited, non-regulatory civil jurisdiction to Indian country in certain states, including California, pursuant to Public Law 280, 67 Stat. 588 (1953), as amended, 18 U.S.C. §§ 1161-62, 25 U.S.C. §§ 1321-22, 28 U.S.C. § 1360 (1953).

“Record of Decision” means the final document issued for the Project and Trust Acquisition by the Bureau of Indian Affairs following issuance of the final EIS pursuant to NEPA which sets forth the preferred alternative for the proposed action and identifies and adopts mitigation measures to minimize or avoid environmental harm from the preferred alternative.

“Secretary” means the Secretary of the United States Department of the Interior or her or his representative.

“Sheriff” or “Sheriff’s Office” means, respectively, the Kern County Sheriff or the Kern County Sheriff’s Office responsible for law enforcement in the County.

“State” means the State of California.

“Tribe” means the Tejon Indian Tribe, a federally recognized Indian tribe.

“Tribal-State Compact” means (i) a Tribal-State gaming compact for the Project between the Tribe and the State that has been approved by the Secretary or allowed to become effective by operation of law pursuant to IGRA; or (ii) procedures prescribed by the Secretary governing the conduct of class III gaming activities by the Tribe issued pursuant to IGRA.

“Trust Acquisition” means the acquisition by the United States of title to the Property in trust for the Tribe for gaming and other purposes.

2. Non-recurring EIS Mitigation and Other Payments

(a) Non-recurring EIS Mitigation

The Tribe shall implement the following mitigation measures commencing after the Construction Date to provide for the timely mitigation of potentially significant impacts of the Project identified in the EIS as set forth in this Subsection 2(a).

(i) Joint Substation

The Tribe shall develop, build, and fully furnish a new fire and sheriff joint substation (“Joint Substation”) for lease by the County Fire Department and Sheriff’s Office at a total cost not to exceed ten million dollars (\$10,000,000). The Joint Substation shall be located on approximately four (4) acres of land in the southwest corner of the Property and designed in accordance with plans provided by the County and analyzed in the EIS. Construction of the Joint Substation shall commence after the Construction Date, be built in compliance with the Applicable Codes, and shall include all utilities, including water, sewer, and roof-top solar. Upon completion of the Joint Substation, the Tribe shall lease the Joint Substation to the County for a minimum term of twenty (20) years at one dollar (\$1) per annum or as otherwise agreed upon by the Parties.

(ii) Ladder Truck

The Tribe shall pay the County the actual cost, in an amount not to exceed one million eight hundred thousand dollars (\$1,800,000), to purchase a fully equipped, 110-foot ladder truck for use by the County Fire Department from the Joint Substation. Following the Construction Date, the Tribe shall make a one-time payment to the County Administrative Office to provide for delivery of the ladder truck prior to the Opening Date. The Tribe shall pay the amount requested within sixty (60) days after receipt of a request for payment from the County.

(iii) Patrol Vehicles

The Tribe shall pay the County the actual cost, in an amount not to exceed nine hundred sixty-two thousand dollars (\$962,000), to purchase up to twelve (12) new, fully equipped patrol vehicles for use by the Sheriff’s Office from the Joint Substation. Following the Construction Date, the Tribe shall make payments to the County Administrative Office on a schedule that provides for the delivery of patrol vehicles to the Joint Substation thirty (30) days prior to new Sheriff’s Office staff beginning assignment at the Joint Substation. The Tribe shall pay the amount requested within sixty (60) days after receipt of a request for payment from the County.

(b) Other Non-recurring Payments

The Tribe shall make the following non-recurring payments after the Construction Date to compensate the County for law enforcement, fire protection, emergency services and any other public services to be provided by the County to the Tribe as a consequence of the Project as set forth in this Subsection 2(b).

(i) Law Enforcement Training Academy

The Tribe shall pay the County five hundred thousand dollars (\$500,000) for training of new Sheriff’s Office recruits for the Joint Substation at the Kern County Regional Law Enforcement Training Academy. Following the Construction Date, the

Tribe shall make a one-time payment to the County Administrative Office within sixty (60) days after receipt of a request for payment from the County.

(ii) Wildlands Fire Vehicle

The Tribe shall pay the County the actual cost, in an amount not to exceed one hundred thirty thousand dollars (\$130,000), to purchase a type 6 wildlands fire vehicle for use by the County Fire Department at the Joint Substation. Following the Construction Date, the Tribe shall make a one-time payment to the County Administrative Office to provide for delivery of the wildlands fire vehicle prior to the Opening Date. The Tribe shall pay the amount requested within sixty (60) days after receipt of a request for payment from the County.

3. Recurring Payments

(a) Recurring Payments for Services

The Tribe shall make the following recurring payments after the Opening Date to compensate the County for law enforcement, fire protection, emergency services and all other public services to be provided by the County to the Tribe for all purposes of the Project and to mitigate all other impacts of the Project on the County and any potentially significant effect on the Property and surrounding community as a consequence of the Project as set forth in this Section 3.

(i) Fire Services Payments

The Tribe shall make recurring payments to the County equal to the actual cost of the County Fire Department's staffing of the Joint Substation in an amount not to exceed two million eight hundred seventy-five thousand dollars (\$2,875,000) per annum. Such payments shall pay the salaries and benefits of not more than twelve (12) new County Fire Department positions at the Joint Substation, including three captains, three engineers, and six emergency medical technician (EMT) firefighters. The Tribe shall make payments on a schedule reflecting actual staffing at the Joint Substation. By way of example only, in the event staffing at the Joint Substation was at nine positions in the first year, the payments due to the County would be limited to the salaries and benefits of those nine positions.

(ii) Law Enforcement Payments

The Tribe shall make recurring payments to the County equal to the actual cost of the Sheriff's Office staffing of the Joint Substation in an amount not to exceed two million five hundred thousand dollars (\$2,500,000) per annum. Such payments shall pay the salaries and benefits of not more than thirteen (13) new Sheriff's Office positions at the Joint Substation, including one sergeant, one senior deputy, ten deputies, and one clerk. The Tribe shall make payments on a schedule reflecting actual staffing at the Joint Substation. By way of example only, in the event staffing at the Joint Substation was at nine positions in the first year, the payments due to the County would be limited to the salaries and benefits of those nine positions.

(iii) General Fund Payments

The Tribe shall make recurring payments equal to the one percent (1%) General Government Factor multiplied by the appropriate factor for the General Fund in Tax Rate Area 118-006, as established in the tax year of the Opening Date, multiplied by the dollar value of the Gaming Facility constructed on the Property for deposit in the General Fund of the County for payment of all other general government services to the Property. By way of example only, in the event the Gaming Facility opened in 2019 and had an initial value of six hundred million dollars (\$600 million), the payment due to the County per annum would be calculated as follows:

Initial Gaming Facility Value: \$600,000,000
1% General Government Factor: $0.01 \times \$600,000,000 = \$6,000,000$
General Fund Factor for TRA 118-006 Tax Year 2019: $0.345521 \times \$6,000,000 = \$2,073,126$.

In the event one or more additional phases of construction are later added to the Gaming Facility, the value of the Gaming Facility shall be increased by the value of such additional phase as submitted to the County by the Tribe. By way of example only, if an additional phase of the Gaming Facility opened in 2020 and had a value of one hundred million dollars (\$100 million), the payment due to the County per annum for that additional phase would be calculated as follows:

Additional Phase of Construction Gaming Facility Value: \$100,000,000
1% General Government Factor: $0.01 \times \$100,000,000 = \$1,000,000$
General Fund Factor for TRA 118-006 Tax Year 2020: $0.345521 \times \$1,000,000 = \$345,521$.

For purposes of this Subsection and Subsection 3(a)(iv) below, the "dollar value of the Gaming Facility" refers to the total cost to design, engineer, construct, furnish, install, and equip the Gaming Facility and related infrastructure, but shall not include such costs associated with the construction and furnishing of the Substation, predevelopment and financing costs, and the cost of any off-site road or other public improvements.

(iv) Capital Maintenance Payments

The Tribe shall make recurring payments to the County equal to the one percent (1%) General Government Factor multiplied by the appropriate factor for the Fire Fund in Tax Rate Area 118-006, as established in the tax year of the Opening Date, multiplied by the dollar value of the Gaming Facility constructed on the Property for deposit in the General Fund of the County for payment of capital maintenance costs of the County Fire Department and the Sheriff's Office. By way of example only, in the event the initial Gaming Facility opened in 2019 and had an initial value of six hundred million dollars (\$600 million), the payment due to the County per annum would be calculated as follows:

Initial Gaming Facility Value: \$600,000,000
1% General Government Factor: $.01 \times \$600,000,000 = \$6,000,000$
Fire Fund Factor for TRA 118-006 Tax Year 2019: $0.101074 \times \$6,000,000 = \$606,444$

In the event one or more additional phases of construction are later added to the Gaming Facility, the value of the Gaming Facility shall be increased by the value of such additional phase as submitted to the County by the Tribe. By way of example only, if an additional phase of the Gaming Facility opened in 2020 and had a value of one hundred million dollars (\$100 million), the payment due to the County per annum for that additional phase would be calculated as follows:

Additional Phase of Construction Gaming Facility Value: \$100,000,000
1% General Government Factor: $0.01 \times \$100,000,000 = \$1,000,000$
Fire Fund Factor for TRA 118-006 Tax Year 2020: $0.101074 \times \$1,000,000 = \$101,074$.

(b) Recurring Occupied Room Fee Payments

Following the opening of a hotel on the Property, the Tribe shall make recurring payments to the County in an amount equivalent to six percent (6%) of the revenue paid for occupied rooms in such hotel. The Tribe shall assess a tax on the amount paid for occupied hotel rooms at the Project as least as high as the highest occupied room fee assessed within the County and the incorporated areas within the County.

(c) Recurring Problem Gambling Payments

To provide reasonable compensation for programs designed to address gambling addiction, the Tribe shall make recurring payments of no less than fifty thousand dollars (\$50,000) per annum to one or more organizations dedicated to the prevention and treatment of gambling addiction which are located or able to provide services within the County. The Parties shall determine the recipient organization(s) by mutual agreement.

(d) Recurring Payment Terms

The recurring payments to be made on an a per annum basis under Subsections 3(a) and (b) of this Agreement shall be made to the County Administrative Office after the Opening Date in four (4) successive, equal quarterly installments within thirty (30) days following the end of each full calendar quarter, unless the Parties agree otherwise. The first payment shall be due on the thirtieth (30th) day following the end of the first full quarter and shall cover the prorated period from the Opening Date to the end of the first full calendar quarter of operations. The County shall determine the amount of each recurring payment due under Subsection 3(a) at least thirty (30) days prior to the Opening Date and by June 1 of each year thereafter. The County shall provide the Tribe a statement in sufficient detail for the Tribe to verify the amounts paid in the prior year and to identify the payment amounts due in the upcoming year based on projected staffing of the Substation as adjusted by (i) any deductions under Subsection 4(d) and (ii) the CPI Adjustment.

(e) CPI Adjustment

All recurring payments described in Subsection 3(a) of this Agreement shall be increased annually by the CPI Adjustment, which shall be effective on July 1 of each year following the Opening Date, provided that, the increase in the payments described in Subsections(3)(a)(iii) and (3)(a)(iv) shall not exceed the rate set forth in the California Constitution, article XIII A, section 2(b).

4. Payment Matters

(a) Sufficiency of Payments

The County has determined that the payments referenced in Sections 2 and 3 of this Agreement are sufficient to (i) compensate the County for any public services to be provided by the County in connection with the Tribe's Project, and (ii) mitigate all other impacts of the Project on the County, and, as a result, the Trust Acquisition and the Project will not have a detrimental impact on the County and the surrounding community.

(b) Distribution of Payments

The County Administrative Office shall be responsible for County compliance with this Agreement and distributing the payments referenced in Section 2 and Subsections 3(a) and 3(b) of this Agreement to the appropriate County departments, agencies and subdivisions.

(c) Contingency of Payments

The Parties acknowledge and agree that the Project and the Tribe's implementation of the non-recurring mitigation measures and other payments set forth in Section 2 of this Agreement are, and shall be, contingent upon the occurrence of (i) the

Trust Acquisition and (ii) the Construction Date. The Parties further acknowledge and agree that the Tribe's obligation for the recurring payments set forth in Section 3 of this Agreement are, and shall be, contingent upon (i) the Tribal-State Compact being in effect and (ii) the occurrence of the Opening Date. In the event the Construction Date does not occur for any reason, no payments shall be owed and the Tribe shall have no further obligations under this Agreement. The County shall make good faith efforts to segregate and identify expenditures made with payments provided to the County by the Tribe under this Agreement and to publicly attribute such expenditures to the Tribe.

(d) Deductions

The Tribe may deduct the following amounts from the next payment that the Tribe would otherwise be required to make pursuant to Section 3 of this Agreement:

(i) the amount of any payments, if any, which the Tribe pays the County in excess of the amounts identified in Section 2 of this Agreement;

(ii) the amount of any payments, if any, which the Tribe pays in advance of the dates set forth in Section 2 of this Agreement, plus interest on such amount at the prime lending rate of Bank of America from the date the payment is made until the date the payment would otherwise have been due;

(iii) the amount of any payments, if any, which the Tribe receives, or is entitled to receive, from state, federal or other sources and directs to be paid to, and is accepted by, the County;

(iv) the amount of any overpayments made under Subsection 3(a)(i) and (ii) as a result of a reduction in staffing at the Substation for a period of ninety (90) consecutive days or longer; and

(v) should an approved development project fund any of the same items set forth in Sections 2 or 3 of this Agreement, the Tribe shall be entitled to a dollar-for-dollar deduction or refund at the time the County receives funding from the approved development project until such time as the Tribe recovers an amount attributable to the impacts of the approved development project or the Tribe's contribution is equal to the quantifiable impacts of the Gaming Facility.

5. Funding Mechanism

This Agreement creates a funding mechanism which does not commit the County to make any physical changes in the environment. By approving and performing the transactions contemplated by this Agreement, the County does not and does not commit itself to, (i) issue any lease, permit, license, certificate or entitlement for use, (ii) develop, construct or improve any facilities or cause any other physical changes to the environment, or (iii) approve, shape, deliberate on or otherwise exercise judgment over

the Trust Acquisition or other federal or state actions for the Project. Further, nothing in this Agreement contemplates or commits the County to any project which may result in a potentially significant physical impact on the environment. If and to the extent the County hereafter determines that it is required to comply with CEQA with respect to any “project” (as such term is defined in CEQA) which causes a physical change in the environment, the County fully intends to comply with CEQA at such time.

6. Additional Tribal Covenants

(a) Local Hiring

Prior to the Construction Date, the Tribe shall submit a letter to the County detailing its efforts to encourage all contractors of the Project site to hire at least 50 percent of their workers from local communities in the County. The Tribe shall provide the contractors a list of training programs that provide skilled workers and shall require the contractors to advertise locally for available jobs, notifying the training programs of job availability, all in conjunction with normal hiring practices of the contractor. Nothing herein is intended to limit the Tribe’s right to provide a preference in employment to members of federally recognized Indian tribes pursuant to tribal law.

(b) Cannabis

The Tribe agrees to follow federal law regarding the cultivation or use of cannabis on the Property. The Tribe further agrees to adopt as tribal law a cannabis code that is consistent with County policy should that policy prohibit the cultivation, sale or use of cannabis.

(c) Public Health and Safety Requirements in Compact

The Parties anticipate the Tribal-State Compact to include provisions that subject the Gaming Facility to inspections and enforcement mechanisms for verifying compliance with Applicable Codes, applicable County and State public health standards for food and beverage handling, federal water quality and safe drinking standards applicable in California, and federal, State and County workplace and occupational health and safety standards. In the event the Tribal-State Compact does not contain provisions relating to the above-referenced topics which are substantially similar or identical to those found in other tribal-state compacts in California in effect at the time of the execution of this Agreement, the County may request that the Tribe enter into negotiations with the County, in which event the Tribe shall enter into good faith negotiations with the County, to execute and deliver an agreement or other arrangement with the County on mutually agreeable terms to address the need for such public health and safety requirements.

(d) County Services

The Parties acknowledge that, under the current design of the Project, the Tribe has not requested the County to provide, and the County does not hereby commit itself to provide, water, wastewater, electricity, natural gas or telecommunications services to the Project or the Property. At the request of the Tribe or as otherwise provided under the Tribal-State Compact, the County shall provide health and safety inspections or other services for the Project in accordance with applicable policies and procedures and the Tribe shall grant access to the Property for that purpose. The Tribe shall pay to the County the applicable fee or fees set by ordinance or resolution for the particular inspection or other service provided and the County shall provide to the Tribe the results of any such inspection. Full payment shall be made by the Tribe within thirty (30) days after the service is rendered.

(e) EMS Services

The Tribe agrees to permit the Exclusive Provider ("EP") in Exclusive Operating Area 8 access to the Property in order for EP to provide all ground ambulance service and Basic Life Support (BLS) and Advanced Life Support (ALS) standby services, as defined in the Kern County Ambulance Ordinance, codified at Chapter 8.12 of the Kern County Ordinance Code. The EP, in providing such service, shall comply with all regulations, policies, procedures, standards, and protocols that are effective during the term of this Agreement. Notwithstanding the foregoing, during the term of this Agreement EP shall charge the rates established by the Kern County Board of Supervisors for Exclusive Operating Area 8 for services provided on the Property. The EP shall not charge the Tribe or any person at the Property any service rate, cost, fee or additional charge not approved by the Kern County Board of Supervisors for Exclusive Operating Area 8. Further, EP shall not require the Tribe or the Gaming Entity to purchase or provide funding for any equipment, facilities or staff.

7. Mutual Aid Arrangements

(a) Mutual Aid

Upon the request of the Tribe, the County or its departments will enter into good faith negotiations with the Tribe to execute and deliver a mutual aid agreement or other arrangements with the Tribe on mutually agreeable terms relating to fire protection, emergency services, first responder and law enforcement responses.

(b) Law Enforcement

(i) Upon the request of the Tribe, the County or its departments will

enter into good faith negotiations with the Tribe to execute and deliver agreements or arrangements on mutually agreeable terms relating to investigation, jurisdictional or other similar issues. The Tribe acknowledges that, pursuant to, and to the extent set forth in, federal Public Law 280 as in effect and construed as of the date of this Agreement, most State criminal laws will have the same force and effect on the Property as they have elsewhere in the State and the Sheriff will have jurisdiction over most offenses committed by or against Indians on the Property. However, nothing in this Subsection or any agreement entered into pursuant to this Subsection does or is intended to create County, State or other Public Entity jurisdiction over the Tribe or the Property.

(ii) **Control of Sheriff's Personnel:** The Sheriff shall provide not less than the level of service to the Property as he or she provides to non-tribal properties within the County. Selection, supervision, and quality control of the officers assigned to the Joint Substation shall be the sole responsibility of the Sheriff's Office. The Sheriff, in his or her sole discretion, may deploy Joint Substation personnel or equipment to preserve the peace as may be deemed necessary under the existing circumstances. The Sheriff shall exercise this discretion in good faith with the goal of keeping the peace in a non-discriminatory manner. In the event of an emergency or other temporary situation elsewhere in the County, the Sheriff reserves the right to assign any and all of his or her personnel to that emergency or other temporary situation. Sheriff's Office personnel will work closely with Tribal staff to maintain peace and order. Sheriff's Office personnel will adhere to their policies, state laws, and federal laws in providing services to the Property.

(c) Additional Mutual Aid Arrangement Matters

(i) The Parties do not intend that (i) the Tribe shall make any contributions or payments to the County or any other entity pursuant to the mutual aid or other agreements or arrangements contemplated by this Section; (ii) the Tribe shall be required to include the County as a party to, or obtain the approval of the County for, any such mutual aid or other agreements or arrangements between the Tribe and any entity other than the County.

(ii) **David Road Agreement:** In consideration of the payments made under this Agreement, County shall waive any claims for payment for Law Enforcement Services as described in Section 3 of the David Road Agreement and any claims for payment for Emergency Medical, Fire, and Hazmat Services as described in Section 4 of the David Road Agreement.

8. Term

(a) Effective Date

This Agreement shall not become effective unless and until the following events have occurred:

(i) This Agreement has been approved or ratified by the County Board of Supervisors; and

(ii) This Agreement has been approved or ratified by the General Council of the Tribe.

(b) Expiration Date

Subject to the early termination provisions of this Agreement, this Agreement shall expire on the latter of (i) the twentieth (20th) anniversary of the date of this Agreement, or (ii) the date of the expiration or termination of the Tribal-State Compact.

9. Termination

(a) Termination Events

Unless otherwise agreed by the Parties, this Agreement shall automatically terminate in the event, and on the date, that:

(i) prior to the Trust Acquisition Date, the Tribe submits a written notice to the County to the effect that the Tribe has permanently decided (i) to withdraw or not submit any application requesting that the Secretary accept trust title to the Property for the benefit of the Tribe or (ii) to otherwise cease development or operation of the Gaming Facility; or

(ii) after the Trust Acquisition, the Property (i) is removed from trust or restricted status such that the Property is no longer held in trust by the United States for the benefit of the Tribe, (ii) is no longer "Indian country" within the meaning of federal law, or (iii) is otherwise not eligible for the development or operation of the Gaming Facility for any reason; or

(iii) after the Tribal-State Compact becomes effective, such Tribal-State Compact expires or terminates for any reason or is determined by the Secretary or any court of competent jurisdiction to be unlawful or otherwise ineffective for any reason; or

(iv) the Tribe permanently ceases commercial operations on the Property.

(b) Retention of Funds

In the event of a termination of this Agreement, the County will be entitled to retain any recurring, non-recurring, and non-recurring EIS mitigation payments for services paid to the County through the effective date of termination, but the County will not be entitled to receive any recurring, non-recurring, or non-recurring EIS mitigation payments for services payable after the effective date of termination. In the event of a termination of this Agreement pursuant to Subsection 9(a)(ii) or (a)(iii), the County will not be entitled to retain any recurring, non-recurring, or non-recurring EIS mitigation payments for services paid to the County through the effective date of termination.

10. Suspension Events

If, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations, or the events listed in Section 12 of this Agreement, a material portion of the gaming operations previously conducted by the Tribe on the Property are suspended or terminated, the Parties' obligations under this Agreement shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; changes in law, regulation or governmental policy that has a material adverse effect on the Project; riots; war; or terrorism. Nothing in this Section shall reduce the Tribe's liability for contributions or other payments which become due and payable prior to the date such gaming operations are suspended or terminated.

11. Renegotiation Provisions

(a) Tribe Renegotiation Events

The Tribe may request that the County renegotiate one or more of the provisions of this Agreement if there is a change in law or other circumstances which has a significant and adverse financial impact on the Project or the Gaming Facility. Such changes shall be deemed to include, without limitation, the following:

(i) any change in State or federal constitutions, laws, rules or regulations, guidelines or bulletins, or the construction or interpretation thereof, relating to IGRA or gaming on Indian lands, or ending the prohibition on class III gaming (as defined in IGRA) or the operation of gaming devices by non-Indians in the State;

(ii) a reduction in the scope of gaming permitted on the Property, whether pursuant to a change in federal, State or local constitutions, laws, rules or regulations, the Tribal-State Compact or otherwise; or

(iii) the Tribal-State Compact, as amended or interpreted from time to time, (A) does not authorize the Tribe to conduct the scope of class III (as defined in IGRA) gaming activities substantially similar or identical to those authorized under other tribal-state compacts in California in effect at the time of execution of this Agreement, or (B) does not authorize the Tribe to operate at least two thousand (2000) gaming devices.

(b) County Renegotiation Events

At the County's request, the Tribe shall renegotiate one or more of the provisions of this Agreement if the Tribe materially expands the public spaces of the Gaming Facility beyond the footprint of the preferred alternative identified in the Record of Decision.

(c) Effect of Expiration or Termination

Upon expiration or termination of this Agreement, the provisions of this Agreement shall be of no further force or effect and none of the provisions of this Agreement shall survive such expiration or termination; provided, however, that the Tribe shall continue to make contributions pursuant to the terms of this Agreement which became due and payable prior to any expiration or termination date.

(d) Renegotiation Procedures

Upon the occurrence of a renegotiation event identified in this Section, all requests by either Party to renegotiate or amend this Agreement shall be by written notice addressed to the other Party and shall identify the provisions of this Agreement to be negotiated. Upon receipt of such notice, the Parties shall be obligated to renegotiate this Agreement in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within thirty (30) days of receipt of notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so. The purpose of the negotiations will be to renegotiate the provisions of this Agreement in good faith so that the Parties will retain substantially the same rights and economic benefits in the aggregate from the Project as contemplated on the date of execution of this Agreement. Any requested increase in the level of contributions made by the Tribe pursuant to this Agreement shall be consistent with payments for other similar commercial uses in the County.

(e) Amendments

This Agreement may be modified or amended only by mutual and written agreement of the Parties.

12. Severability

(a) If any provision of this Agreement is held by the Secretary, the arbitrators or a court of competent jurisdiction to be illegal, invalid, unenforceable, or unauthorized under present or future laws, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, unenforceable, unauthorized or non-compliant provision or by its severance from this Agreement. In the event of any such determination, the Parties shall enter into good faith negotiations to replace the invalid provision with a valid provision, the economic or practical effect of which comes as close as possible to that of the invalid provision, which negotiations shall be conducted pursuant to the provisions of Subsection 13(d) of this Agreement.

(b) In the event that the entire Agreement is declared null and void or is unauthorized, the Parties shall enter into good faith negotiations to negotiate a new intergovernmental agreement.

13. Dispute Resolution Provisions

(a) Dispute Resolution

In an effort to foster good government-to-government relationships and to ensure implementation of this Agreement, the Parties agree to the dispute resolution procedures set forth in this Section. The Parties further agree that any dispute regarding the Sheriff's Office's obligations under this Agreement shall be resolved by the Parties pursuant to this Section 13. This section shall 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.

(b) Meeting

The Parties shall make their best efforts to resolve any dispute specifically arising under this Agreement by good faith negotiations whenever possible. The Parties shall meet and confer in good faith to resolve any disputes arising under the Agreement or concerning its terms or administration as follows:

(i) A Party shall give the other Party, as soon as possible after the dispute arises, written notice setting forth, with specificity, the Party's claims.

(ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than ten (10) business days after receipt of notice, unless the Parties agree in writing to an extension of time.

(iii) In the event that a payment dispute arises between the Parties, the

Party disputing the payment shall pay the disputed amount “under protest.” If the payment dispute is resolved in favor of the Party who paid the disputed amount under protest, that Party shall be refunded the amount of the overpayment plus interest calculated as follows:

$$(\text{No. of Days Overpaid}/365) \times \text{Pooled Treasury Rate} \times \$ \text{Amount of Overpayment} = \text{Overpayment Interest Charge}$$

(c) Arbitration

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then either Party may seek to have the dispute resolved by arbitration in accordance with the following procedures; provided, however, that neither party shall be required to agree to submit to arbitration.

(i) Upon the request of a Party in writing, the dispute shall be submitted to binding arbitration in accordance with this Subsection.

(ii) The disputes to be submitted to arbitration shall be limited to disputes specifically arising under this Agreement.

(iii) In the event that there is any dispute as to whether a matter is subject to the arbitration provisions of this Agreement, or any dispute concerning the scope of the matter or matters to be arbitrated, the disagreement as to whether the dispute is subject to the arbitration provisions of this Agreement or the scope of such arbitration shall be resolved by the courts referenced in Subsection (d) of this Section.

(iv) The arbitration shall be administered by three (3) arbitrators with Judicial Arbitration and Mediation Services (“JAMS”). The Tribe and the County shall each select one (1) arbitrator and those two (2) arbitrators shall select the third arbitrator. All arbitrators shall be generally familiar with federal Indian law and commercial business transactions and shall have no interest in the matter.

(v) The arbitration shall be held in Bakersfield, California, or at such other location as is mutually agreeable to the Parties.

(vi) The arbitration shall be administered in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent) as modified by the provisions of this Agreement.

(vii) The provisions of section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrators.

(viii) Each Party shall bear its own costs, attorneys' fees and one-half of the costs and expenses of the arbitrators.

(ix) Subject to the provisions of this Section, the arbitrators shall be empowered to grant compensatory and declaratory relief only.

(x) The decision of the arbitrators shall be in writing and shall give reasons for the decision.

(xi) Confirmation of Decisions. Any Party to an arbitration in which a decision has been made pursuant to this Section may petition the United States District Court for the Eastern District of California or the Superior Court of California for the County to affirm the decision. The Parties expressly consent to be sued in such courts for affirmation of any such decision. A decision shall be affirmed, provided that:

- (1) The decision is limited to matters specifically arising under this Agreement.
- (2) No monetary damages may be awarded except those which require the payment of sums pursuant to breaches of obligations of the Parties under this Agreement and which are not inconsistent with Section 15 (Damages) and Section 14(b) (Limitations of Tribe's Waiver) of this Agreement.
- (3) No person or entity other than the Parties is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party.

If an award is affirmed, judgment shall be entered in conformity therewith. The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action and may be enforced like any other judgment of the court in which it is entered.

(d) Actions

The express waivers and consents provided for in this Section and Section 14 of this Agreement shall only extend to the following: civil actions specifically arising under this Agreement; civil actions to compel arbitration; civil actions to determine whether a matter is subject to arbitration or determine the scope of the arbitration; any arbitration proceeding as provided herein; any action to confirm or enforce any judgment or arbitration award as provided herein; and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this Agreement, no other waivers or consents to be sued, either express or implied, are granted by either Party.

(e) Submission to Federal or Superior Court

Disagreements on matters specifically arising under this Agreement that are not otherwise resolved by arbitration or other mutually acceptable means provided in this Section may be resolved in the United States District Court for the Eastern District of California or the Kern County Superior Court. Any such action pursuant to this subsection is expressly limited to disagreements on matters specifically arising under this Agreement, limited to compensatory and declaratory relief only, and subject to Sections 14 and 15 of this Agreement. The Parties agree that no person or entity other than the Parties shall be a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party. Each Party shall bear its own costs, attorneys' fees and court costs. The parties agree that, except in case of imminent threat to the public health or safety, best efforts will be made to resolve the matter using alternative dispute resolution prior to resorting to judicial process.

(f) No Waiver of Breach

The waiver by the County or the Tribe of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant, or condition, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of the County or the Tribe to performance by the Parties in strict accordance with the terms of this Agreement.

(g) Confidentiality

The Parties agree that any dispute resolution meetings or communications, arbitration proceedings, or agreements among the Parties settling or otherwise relating to any claims of breach of this Agreement or otherwise shall be and remain confidential to the extent not prohibited by applicable law.

14. Limited Waiver of Sovereign Immunity

(a) Waiver

Subject to the provisions of this Section, the Tribe expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the County (but not as to any other person or entity) as to any disputes specifically arising under this Agreement and not as to any other actions, matters or disputes.

(b) Limitations of Tribe's Waiver

The Tribe's waiver of sovereign immunity in favor of the County is specifically limited to permitting, and does permit, the decisions referenced in Subsection 13(c)(ix) and actions referenced in Subsection 13(e). The arbitrators and the courts will have no authority or jurisdiction to issue any monetary award or damages or order the execution or enforcement of any monetary award or damages against any assets or revenues of the Tribe except for the Tribe's share of the net revenues (as defined by IGRA) from the Gaming Facility. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, or (ii) disputes between the Tribe and the County which do not specifically arise under this Agreement.

(c) Tribal General Council Resolution

The Tribe represents to the County that its Tribal General Council has adopted a resolution in accordance with the Tribe's Constitution which provides that (i) the Chairperson of the Tribal Executive Committee has the authority to act on behalf of the Tribe in connection with the execution and delivery of this Agreement, (ii) the Tribal General Council delegates authority to the Chairperson to execute and deliver this Agreement on behalf of the Tribe and (iii) the Tribe waives sovereign immunity on a limited basis as set forth in this Agreement. A certified copy of the resolution is attached to this Agreement as Exhibit A.

15. Damages

The Parties hereby agree that, in the event of default, any damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties to this Agreement be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this Agreement, the Parties hereby agree that the only monetary damages contemplated by the Parties as arising from this Agreement are actual or direct damages which do not, in any event, exceed the contribution amounts expressly stated in this Agreement and that the Parties are precluded from asserting any claims for additional or other monetary damages.

16. No Submission to Jurisdiction

The Parties acknowledge and agree that nothing in this Agreement shall be construed as constituting a submission by the Tribe to the jurisdiction of the County. Nothing in this Agreement shall be construed to state or imply that the Tribe would be required to make the contributions or covenants set forth in this Agreement other than pursuant to the terms and conditions of this Agreement.

17. County Obligation

Subject to the limitations in Section 5, the County agrees to support the Trust Acquisition and the Project and to provide such letters of support or other communication which the Tribe may reasonably request from time to time.

18. Third Party Matters

This Agreement is not intended to, and will not be construed to, create any right on the part of any other third party to bring any action or to otherwise enforce any of its terms.

19. Binding Agreement

This Agreement is intended to be, and shall be construed to be, binding upon the Parties and all successors and successors-in-interest of each Party. The County intends that its approval, execution, delivery and performance of this Agreement shall (i) be construed to be administrative actions, as distinguished from legislative actions, and (ii) not be construed to be an express or implied enactment, adoption or amendment of any zoning ordinance, general plan, special plan or elements thereof.

20. Notice

All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the Party and its representatives at their respective addresses as set forth below, or such other address as they may provide to the other Party from time to time:

For the Tribe: Tejon Indian Tribe
 1731 Hasti Acres Drive, Suite 108
 Bakersfield, California 93309
 Attention: Octavio Escobedo, Chairman

With a copy to:

Arlinda Locklear
Tejon General Counsel
4113 Jennifer Street, NW
Washington, DC 20015

and

Maier Pfeffer Kim Geary & Cohen, LLP

1970 Broadway, Suite 825
Oakland, California 94612
Attention: John Maier

For the County: County Administrative Officer
Administrative Center
1115 Truxtun Avenue, Fifth Floor
Bakersfield, California 93301

With a copy to:

Office of the County Counsel
1115 Truxtun Avenue, Fourth Floor
Bakersfield, California 93301

21. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State.

22. Construction of Agreement

This Agreement, including all recitals, together with all Exhibits, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations or other agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, any Party based on the preparation or negotiation of this Agreement. The headings contained in this Agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.

23. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

24. Approval by the Department of the Interior

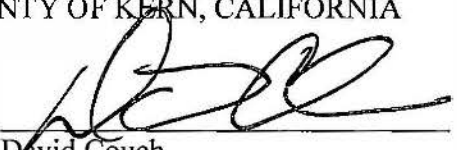
The Parties will submit this Agreement to the Department of the Interior for either (i) approval pursuant to 25 U.S.C. Section 81 or (ii) a written response that this Agreement does not require approval under 25 U.S.C. Section 81.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

COUNTY OF KERN, CALIFORNIA

Date: July 23, 2019

By: 
David Couch
Chair, Board of Supervisors

RECOMMENDED AND APPROVED AS TO
CONTENT

Date: July 22, 2019

By: 
Ryan Alsop
County Administrative Officer

APPROVED AS TO FORM

Date: July 22, 2019

By: 
Margo Raison
County Counsel

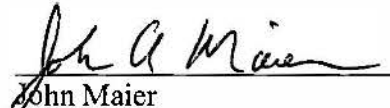
TEJON INDIAN TRIBE

Date: July 22, 2019

By: 
Octavio Escobedo
Chairman

APPROVED AS TO FORM

Date: July 23, 2019

By: 
John Maier
Legal Counsel for the Tribe

Attachment A (Intergovernmental Agreement)

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Kern, State of California, described as follows:

PARCEL 1: (APN: 238-204-02)

THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (APN: 238-204-04)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3: (APN: 238-204-07)

THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, OR THAT MAY BE PRODUCED AND SAVED THEREFROM, PROVIDING HOWEVER, GRANTOR, HIS SUCCESSORS AND ASSIGNS SHALL NOT CONDUCT DRILLING OR OTHER OPERATIONS UPON THE SURFACE OF SAID LAND, BUT NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT THE GRANTOR, HIS SUCCESSORS AND ASSIGNS, FROM EXTRACTING OR CAPTURING SAID MINERALS BY DRILLING ON ADJACENT OR NEIGHBORING LANDS AND/OR FROM CONDUCTING SUBSURFACE DRILLING OPERATIONS UNDER SAID LAND AT A DEPTH OF 100 FEET BELOW THE SURFACE OF SAID LAND, SO AS NOT TO DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON, AS RESERVED BY CHANSLOR-WESTERN OIL AND DEVELOPMENT COMPANY, A DELAWARE CORPORATION, SUCCESSOR IN INTEREST TO CHANSLOR-CANFIELD MIDWAY OIL COMPANY, A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 8, 1954, IN BOOK 2317, PAGE 102, OF OFFICIAL RECORDS.

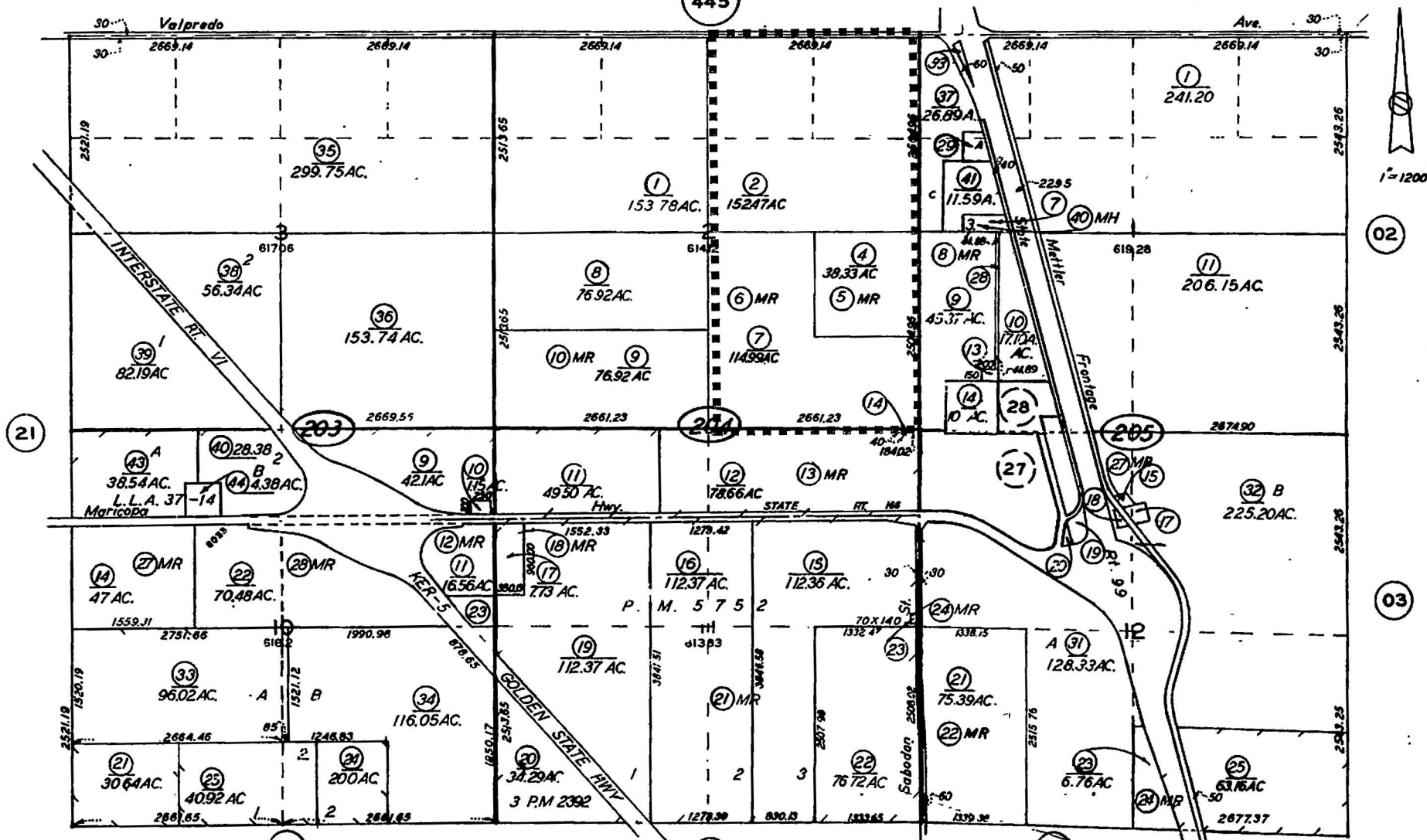
PARCEL 4: (APN: 238-204-14)

ALL THAT PORTION OF SECTION 11, TOWNSHIP 11 NORTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE SOUTH 78° 07' 14" WEST 184.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 48' 55" WEST 40.00 FEET; THENCE NORTH 0° 11' 05" WEST 40.00 FEET; THENCE NORTH 89° 48' 55" EAST 40.00 FEET; THENCE SOUTH 0° 11' 05" EAST 40.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND AS RESERVED BY KERN COUNTY LAND COMPANY, IN DEED DATED OCTOBER 3, 1945, RECORDED IN BOOK 1283, PAGE 212, OF OFFICIAL RECORDS.

BK 445



Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

Revised: 03/29/2016

R/S 5-137 **ASSESSORS MAP NO. 238-20**
COUNTY OF KERN

FOR DEMONSTRATIVE PURPOSES ONLY. THIS MAP SHALL NOT BE USED FOR ANY OTHER PURPOSE.

EXHIBIT A

Tribal General Council Resolution



Tejon Indian Tribe Resolution No. T2019-100

Whereas, the Tejon Indian Tribe (Tribe) is a federally recognized Indian tribe with the inherent sovereignty to make its own laws and be governed by them; and

Whereas, the Tejon Tribal Constitution authorizes the Tribal Executive Committee to promulgate and enforce ordinances/resolutions governing the Tribe and to manage all economic affairs of the Tribe; and

Whereas, the Tribe's aboriginal homeland includes Kern County and the Tribe shares a common interest with the people of Kern County in fostering a vibrant community for current and future generations; and

Whereas, the Tribe has applied to place approximately 306 acres (Homeland Parcel) of land into trust near Mettler, California, for homeland purposes, including housing, gaming, wellness, health care, administrative offices and other uses; and

Whereas, the Department of the Interior is preparing an environmental impact statement (EIS) for federal approvals concerning the Homeland Parcel to evaluate the impacts of taking those federal actions; and

Whereas, the EIS will take into account intergovernmental agreements regarding mitigation and the provision of services in developing any mitigation measures; and

Whereas, the Tribe will be required to implement the mitigation measures identified in the final EIS pursuant to the Record of Decision for the Trust Acquisition; and

Whereas, the Tribe values vibrant and safe communities and fully supports law enforcement, firefighters and emergency responders in their efforts to maintain safe communities; and

Whereas, the attached Intergovernmental Agreement between the Tribe and Kern County ("Intergovernmental Agreement") is intended to promote the best interests of the Tribe and the surrounding community of Kern County; and

Whereas, the Tribe recognizes that it does not currently have the capacity to provide all governmental services to the Homeland Parcel; and

Whereas, the Tribe is dedicated to working amicably with the County of Kern; and

Whereas, there is mutual recognition of the Tribe's status as a federally recognized tribe with authority to make laws and be governed by them; and

Whereas, the Intergovernmental Agreement includes covenants by the Tribe to encourage local hiring, to comply with applicable County and State public health, environmental, and workplace and occupational health and safety standards for the Gaming Facility; and

Whereas, the Intergovernmental Agreement provides for the Tribe to make both non-recurring and recurring payments to the County for law enforcement, fire protection and all other public services to the Homeland Parcel for the Tribe and its members; and

Whereas, the Intergovernmental Agreement provides a limited waiver of tribal sovereign immunity to the County (but not as to any other person or entity) to resolve disputes specifically arising under the Agreement and limits relief to declaratory and actual, direct compensatory damages only against the Tribe's share of net revenues from the Gaming Facility; and

Whereas, in the spirit of cooperation and collaboration, the Tribe enters into the Intergovernmental Agreement defining the scope of agreement and the scope of services.

Now Therefore Be It Resolved, that the Chairman has the authority to act on behalf of the Tribe in connection with the execution and delivery of the Intergovernmental Agreement, and

Be It Further Resolved, that the Tejon General Tribal Council hereby approves the attached Intergovernmental Agreement, grants the limited waiver of sovereign immunity set forth therein for the purpose of enforcing the agreements contained in the Intergovernmental Agreement, and expressly authorizes the Chairman to execute and deliver the Intergovernmental Agreement on behalf of the Tejon Indian Tribe.

CERTIFICATION

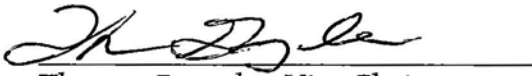
We, the undersigned Chairperson and Treasurer of the Tejon Indian Tribe's Tribal Executive Committee, as representatives of the Tribal General Council, do hereby certify that the Tribal General Council met as a body of whom 30, constituting a quorum, were present at a meeting thereof, duly and regularly called, noticed, convened, and held on the 20th day of July, 2019, and that the foregoing Resolution was duly adopted by the affirmative vote of 90 members, with 3 opposing, and with 0 abstaining.

DATED this 20th day of July, 2019



Octavio Escobedo III, Chairman
Tejon Indian Tribe

ATTEST:



Thomas Gonzales, Vice Chairman
Tejon Indian Tribe