

# Olivehurst Public Utility District

## Agenda Item Staff Report



**Meeting Date: August 20, 2026**

### Item description/summary:

#### **Third Amendment to Memorandum of Understanding with Estom Yumeka**

**Maidu Tribe of the Enterprise Rancheria:** Attached is the Third Amendment to the Memorandum of Understanding ("Third Amendment") between Olivehurst Public Utility District (the "District") and Estom Yumeka Maidu Tribe of the Enterprise Rancheria (the "Tribe"). On April 19, 2018, the District and the Tribe entered into the Memorandum of Understanding (the "MOU") for the District to provide fire protection and emergency medical services to the Tribe's gaming facility and hotel, the Hard Rock Hotel & Casino Sacramento at Fire Mountain. The Third Amendment addresses the following:

- **Section 4 Payments. (a) Per Annum Lump Sum Payments. iii.** The Third Amendment amended the MOU to reflect that the cost for the District to ensure its services to the Tribe is no longer dependent on the actual number service calls received, and instead, the Tribe shall pay the District an annual lump-sum payment (the "Annual Service Fee"). The Annual Service Fee is seven hundred seventy-one thousand dollars ("(\$771,000) and a portion of the Annual Service Fee shall be used to hire and train a third fire fighter.
- **Section 4 Payments. (c) Payment Terms. i. General.** The Third Amendment amends the Payment Terms in the MOU to reflect the amended Annual Service Fee amount to be seven hundred seventy-one thousand dollars ("(\$771,000).
- **Section 4 Payments. (c) Payment Terms. iii. True-up At End of Each Year During Operations Period.** The Third Amendment amended the MOU to require the parties to annually meet and discuss adjustments in the percentage change in the Consumer Price Index for All Urban Consumers (CIPU), additional personnel needs, and anticipated payment increases in the District's services.
- **Section 4 Payments. (c) Payment Terms. iv. Annual Cost Adjustments.** The parties will meet annually to discuss the amount of increase of the Annual Service Fee.
- **Section 5 Special Events and Additional District Standby Costs. (c) Payment for Approved Special Event Standby Resources.** The Third Amendment provides that, if the Tribe holds a special event that exceeds

the annual limit of two-hundred fifty (250) special events, the Tribe shall pay the District \$3,400 for each approved special event exceeding the annual limit to compensate the District Fire Department for its standby costs.

**Environmental / CEQA:**

Approval of the form of the Third Amendment and its transmittal is an administrative and financing action that does not itself constitute CEQA review.

**Fiscal Analysis:**

There is no immediate fiscal impact from approving the form of the Third Amendment or authorizing its transmittal. The Third Amendment commits the Tribe to compensate the District for fire protection and emergency medical services provided to the Tribe's gaming facility and hotel, the Hard Rock Hotel & Casino Sacramento. No District funds are appropriated by this action.

**Employee Feedback**

N/A

**Sample Motion:**

That the Board of Directors adopt the attached Third Amendment:

1. Approving, as to form, the draft Third Amendment between the District and the Tribe;
2. Authorizing OPUD staff and General Counsel to transmit the draft Third Amendment to the Tribe and to the Tribe's counsel for review and form approval; and
3. Authorizing the Board President to approve and execute the draft Third Amendment at the appropriate time, once its form is approved by the

Tribe's counsel and its terms are finalized with the Tribe, without the need for further Board action, provided no material adverse change is made to the Third Amendment terms described herein.

Prepared by:

Joan Cox, General Counsel

**THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OLIVEHURST PUBLIC UTILITY DISTRICT  
AND THE ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE  
RANCHERIA**

THIS THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("**Third Amendment**") is made, entered into, and made effective as of July 1, 2026 by and between the OLIVEHURST PUBLIC UTILITY DISTRICT, a public utility district formed and operating under California Public Utilities Code sections 15501, et seq. (the "**District**") and the ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA, a federally recognized Indian tribe listed in the Federal Register as the Enterprise Rancheria of Maidu Indians of California (the "**Tribe**") (collectively, the "**Parties**").

**RECITALS**

**WHEREAS**, among other things, the District includes the Olivehurst Fire Department (the "**Department**"), which delivers fire protection and emergency medical services to the customers within its service area;

**WHEREAS**, the District and Tribe are parties to that certain Memorandum of Understanding Between the Olivehurst Public Utility District and the Estom Yumeka Maidu Tribe of the Enterprise Rancheria, dated for convenience April 19, 2018 ("**Original MOU**"), as amended by certain amendments to MOU, dated as of March 21, 2019 ("**First Amendment**") and dated as of December 13, 2021 ("**Second Amendment**", together with the Original MOU and the First Amendment, the "**Amended MOU**").

**WHEREAS**, the Tribe owns and operates the Hard Rock Hotel & Casino Sacramento at Fire Mountain, a Class III gaming facility and hotel (as further specified in the Original MOU, the "**Project**") on approximately forty (40) acres of land located in Yuba County, California, which is owned by the United States and held in trust for the Tribe (as further specified in the Original MOU, the "**Yuba Site**"). Under the Amended MOU, the District has agreed to provide, and the Tribe has agreed to pay for, fire protection and emergency medical services for the Project and any persons therein at the Yuba Site.

**WHEREAS**, the Tribe agreed in the Amended MOU to mitigate impacts of any future Project expansions on each of the District and the Wheatland Fire Authority, a Joint Powers Agency comprised of the City of Wheatland and the Plumas Brophy Fire Protection District ("**Wheatland/Plumas Brophy**"), through the payment of fire mitigation fees, and the Tribe is currently making such payments for the Improvements.

**WHEREAS**, the Department's primary obligation is to the residents and businesses who fund its operations, and any fire protection and/or emergency medical services provided to others beyond those customers must be supported by dedicated, independent funding so that the Department's core obligations are never compromised.

**WHEREAS**, the National Fire Protection Association ("NFPA") is the nation's leading career fire service organization that sets the minimum requirements for fire department staffing and response times by career fire departments pursuant to the NFPA Standard 1710.

**WHEREAS**, the NFPA Standard 1710 requires that all engine, ladder, and truck companies be staffed with at least four (4) fire fighters.

**WHEREAS**, pursuant to the Amended MOU, the Tribe is currently funding the cost of two (2) fire fighters per 24-hour shift for the Department to provide fire protection and emergency medical services and Special Events services (collectively, the “**Services**”) to the Tribe.

**WHEREAS**, pursuant to the Second Amendment, the District requested and the Parties agreed that the Tribe could elect to fund a third fire fighter per 24-hour shift deemed necessary by the Department to provide the needed Services to the Tribe.

**WHEREAS**, the District has calculated the annual costs to the Department to provide continuous, twenty-four (24) hours a day, seven (7) days a week Services to the Tribe separate and apart from those costs required for the Department to provide fire protection and emergency medical services to the customers within its service area.

**WHEREAS**, in calculating the fixed cost to the District for the Department to ensure continuous, twenty-four (24) hours a day, seven (7) days a week readiness to provide the Services to the Tribe, District staff included the personnel, equipment, apparatus, training, and materials costs necessary to maintain an immediate and effective response capability and operational preparedness at all times, regardless of the actual annual number of Services calls (“Services Calls”) the District receives from the Tribe.

**WHEREAS**, based on the foregoing, the Parties hereto wish to amend the Amended MOU and adopt this Third Amendment to better clarify the Parties’ intentions and the procedures necessary to ensure that the provision by the Department of continuous, twenty-four (24) hours a day, seven (7) days a week Services to the Tribe does not compromise or interfere with the Department’s core obligation to provide such services to the customers within its service area that also fund its operations.

## **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties hereby agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined in this Third Amendment (if any) shall have the respective meanings provided in the initial and previously Amended MOUs.

2. **Amendments.**

- Sections 4(a) iii. and iv. are deleted and replaced with the following:

4. **Payments.**

(a) **Per Annum Lump Sum Payments.**

iii. Because the cost to the District for the Department to ensure continuous, twenty-four (24) hours a day, seven (7) days a week readiness to provide fire and emergency medical services and special event services to the

Tribe is fixed, and not dependent on the actual number of Services Calls received, the Parties mutually agree that the total operating budget for the Project shall not be structured based on a “Per Services Call Amount.” Instead, for each annual Operations Period commencing 2026 - 2027, the Tribe shall pay the District an annual lump-sum payment (the “**Annual Service Fee**”) of seven hundred seventy-one thousand dollars (\$771,000) to compensate the Department to be available 24 hours a day, 7 days a week, to respond to Services Calls. The Tribe shall make payment of the \$771,000 Annual Service Fee lump-sum amount regardless of the actual number of Services Calls for that year. The Department shall use a portion of the Annual Service Fee to hire and train a third fire fighter.

- Section 4(c)(i) is replaced with the following:

(c) Payment Terms.

i. General.

At least 30 days before the commencement of each Quarter during the Operations Period, the Tribe shall pay to the District one fourth of the Annual Service Fee (as such amount is otherwise adjusted in accordance with this MOU). If the Start Date or Opening Date occurs during a Quarter, the payment for the first Quarter of the Construction Period or Operations Period, as applicable, shall be due 30 days in advance of the Start Date or Opening Date, as applicable, and shall be prorated for the number of days remaining in that initial quarter.

The \$771,000 Annual Service Fee represents the lump-sum cost that encompasses the full scope of resources required for the District to provide continuous, twenty-four (24) hours a day, seven (7) days a week readiness to provide fire and emergency medical services to the Tribe and to staff the Tribe’s Special Events. The scope of resources accommodated within the Annual Service Fee includes, but is not limited to, the personnel, equipment, apparatus, training, and materials necessary to maintain an immediate and effective response capability at all times.

- Section 4(c)(iii). is replaced with the following:

(iii). True-up At End of Each Year During Operations Period.

Within 30 days following the end of each calendar year during the Operations Period (including partial years for the first and last years of the Operations Period), the Parties shall meet and confer regarding adjustments in the percentage change in the Consumer Price Index for All Urban Consumers (CPI U), additional personnel required to continue the Tribe’s operations, and/or any anticipated increases in services needed for the Parties to fulfill their obligations in accordance with this MOU.

- Section 4(c)(iv). is replaced with the following:

(iv). Annual Cost Adjustments.

Beginning on the first anniversary of the effective date of the Third Amendment, and each anniversary of that date thereafter, the Tribe and the District shall meet and confer to discuss the amount of the increase of the **Annual Service Fee**, if any, for fire protection, emergency response, and Special Event services provided by the Department to the Tribe. The annual increase shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Sacramento Average, All Items, as published by the U.S. Bureau of Labor Statistics, for the most recent twelve-month period for which data is available (the “**CPI Adjustment**”). The District shall provide notice to the Tribe for the Parties to meet and confer no later than thirty (30) days prior to each anniversary date to discuss the Annual Service Fee increase, if any. This annual adjustment is intended to account for inflation and increases in the cost of providing services by the District. Nothing in this clause limits the District’s ability to modify fees in accordance with applicable law or future amendments approved by the Parties.

- Section 5 of the Amended MOU is hereby amended by modifying Section 5(c) as follows:

**5. Special Events and Additional District Standby Costs.**

(c) Payment for Approved Special Event Standby Resources. The \$771,000 Annual Service Fee includes the Department’s making itself available for approved Special Events. The Tribe shall fill out a Special Events proposal for each Special Event for which it requests Department Services. In the event the aggregate number of approved Special Events provided by the Department exceeds 250 in a single year, the Tribe shall pay the District \$3,400.00 for each approved Special Event over 250 in that year to compensate the District for the Department’s Standby Costs, subject to the CPI Adjustment.

3. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original. Copies of signatures transmitted by facsimile or other electronic means from counsel of the signatory shall be deemed an original counterpart hereunder at all times until receipt of the original signature.

4. **No Other Modifications to Amended MOU.** Except as specifically modified herein, the Amended MOU remains in full force and effect. To the extent that any provision of this Third Amendment conflicts with any provisions of the Amended MOU, this Third Amendment shall control.

5. **Miscellaneous.** All Recitals to this Third Amendment, and any defined terms herein and therein, are incorporated into this Third Amendment by this reference. Headings at the beginning of each Section and subsection are solely for the convenience of the parties and are not a part of this Third Amendment. No provision of this Third Amendment may be modified or amended, nor shall any term be waived, except expressly in a writing signed by all parties hereto. This Third Amendment shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on the respective dates set forth below.

**OLIVEHURST PUBLIC UTILITY DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Floe  
Board President

**APPROVED AS TO FORM BY LEGAL COUNSEL FOR THE OLIVEHURST PUBLIC UTILITY DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deirdre Joan Cox, Esq.  
Burke, Williams & Sorensen, LLP

**ESTOM YUMEKA MAIDU TRIBE OF THE ENTERPRISE RANCHERIA**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Glenda Nelson  
Tribal Chairperson

**APPROVED AS TO FORM BY LEGAL COUNSEL FOR THE TRIBE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Maier, Esq.  
Maier Pfeffer Kim Geary & Cohen, LLP