

CALIFORNIA INDIAN LEGAL SERVICES

Oakland Office

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BISHOP
EUREKA
ESCONDIDO

James E. Cohen
Senior Staff Attorney
Extention 310
jimcohen@calindian.org

OAKLAND
SANTA ROSA
WASHINGTON, D.C

HIGHLY CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

May 26, 2003

Chairman Harvey Angle and Enterprise Tribal Council
Enterprise Rancheria
1940 Feather River Blvd., Suite B
Oroville, CA 95965

RECEIVED
MAY 27 2003
BY: _____

Re: Economic Development Update

Dear Chairman Angle and Council Members:

As many of you may already be aware, I will be out of the office for the next two weeks, returning to work on June 9. This letter is to update you on our land-into-trust work and to apprise Council of items that require your attention. Please be aware that I will be checking my e-mails (but not voice mails) every day or so during my leave, so that you can still contact me in case anything comes up requiring quick attention. In the unlikely event of new developments requiring immediate attention from CILS, please feel free to call our Executive Director, Mike Pfeffer, either at the office or on his cell phone, (510) 919-8503.

Because of our success last fall in gaining the official support of Yuba County and completing an Environmental Assessment for the project, we have reached a stage where our main task is to achieve a solution to our "section 20" problem, that is, the legal prohibition on tribal gaming on lands acquired by tribes in trust after 1988. Once we reach this goal, we believe our fee-to-trust application will stand an excellent chance at being approved by the Department of Interior. This means that at present most of our work is behind the scenes, and also that it involves a lot of waiting. We are simultaneously pursuing the two courses of action open to us: (1) getting approval from Governor Davis, and (2) getting federal legislation to waive the gaming prohibition. On the first option, the best advice of our political consultants is to wait, because the Governor is engaged in Compact re-negotiations, and word has come back from him that he will not entertain the idea of an expansion of gaming until this process is complete. We have no time line for this. As a result, we are also pursuing the legislative approach. The first attachment to this letter is a memo from the Tribe's Washington lobbyists, William Brack and Christopher Changery. I am satisfied that they are working diligently on our issue. As indicated in their memo, they plan to meet this week with a Senate staffer while the Senate is out of session due to Memorial Day break.

1. **Brack and Changery Retainer Agreement**

This item is informational only. Our lobbyists sent me a draft retainer agreement which needed a lot of changes, including indicating that YCE would actually make all payments of their bills. I have sent my revisions back to the lobbyists and also to YCE, since Alan Waskin will need to commit in writing to this. The lobbyists are willing to work in the meantime while the retainer gets considered. I hope Alan will agree to the document and that we can have it for your signature

FROM : Panasonic TAD/FOX

PHONE NO. : 6196922E27

May 27 2003 09:52AM P03

in two weeks. Please note a change to the budget proposed by Roger Stone: instead of \$40,000 per month for a likely 3 months (he thought it was \$20K for each of Brack and Changery, but it's \$20K for both), it is only \$20,000, but we now expect this process to take up to 6 months. They began working on April 1, and the retainer agreement will be retroactive to that date. They will also be trying to set up a meeting for one or two tribal leaders with Senator Campbell to firm up his support for our legislation.

2. Gaming Ordinance

We should take advantage of this relatively slow time in the process to develop a tribal ordinance allowing Class III gaming. This ordinance is required under federal law (the Indian Gaming Regulatory Act). It must be enacted by the Tribal Council and then approved by the NIGC and published in the Federal Register. I would like to set up a meeting with Tribal Council to review the draft that CILS has provided. Since my calendar usually gets cluttered several weeks in advance, it would be most helpful if Council could choose a date for this meeting. I return to work on June 9, but that week is already very busy for me. Starting June 16, I am free to come up to Oroville any day for the rest of the month **except June 19th**. July is pretty wide open at this point. Please leave me a message of some sort if you come up with a date for this meeting.

3. Environmental Assessment

This item is also informational only. The Sacramento Regional office of the BIA has reviewed our draft EA. Other than minor or typographical corrections, the only issue of substance they had is their concern over the traffic mitigation measures called for in the EA. Specifically, they have two issues. First is whether CalTrans is likely to object to the measures and try to insist that the Tribe pay for the proposed Route 70 interchange. The BIA people want to have our environmental consultants (and me) meet with CalTrans to discuss our traffic study and to try to get CalTrans' support or at least neutrality before we send the EA up to Washington. Our consultant will be trying to set up a meeting for late June and I will keep you informed of this situation.

The second issue with our traffic study is the BIA's concern for the enforceability of our mitigation measures. Our consultant has proposed that the EA call for us to set up an escrow account, guaranteeing that CalTrans would have the money to put in the new stop signs at the four intersections that we've determined will need them. I hope this measure will be enough to satisfy the BIA, and again I will keep you informed as the situation develops.

4. Consultant Contracts and approval of invoices

I have been informed several times that Tribal Council approved the new contracts with Tom Ross and Barnes, Mosher for consulting services. We negotiated reductions in rates, starting in April. Ross went from \$10,000 per month to \$5,000. Barnes, Mosher went from \$20,000 to \$12,500. However, I have never received the signed contracts and I understand that the consultants never got them back either. I am attaching blank copies to this letter. If you have already signed these, please provide me with the signed originals; if not, please execute the contracts and return them to my office.

I would also request approval of May invoices to all consultants: this includes Ross Consulting (\$5,000 3/15-4/15 invoice attached); Barnes, Mosher (May invoice attached: \$12,000 plus \$574.64 in expenses); Chesapeake Enterprises (John Fluharty in Washington, at \$20,000, 4/15-5/15 invoice attached). **Do not pay these invoices-- please approve them for payment and send me confirmation. I will direct YCE to pay them.**

5. Laguna Seca

Alan Waskin has not yet confirmed a time for the planned meet-and-greet with Jerry Forsythe. I will forward details as soon as I receive them.

FROM : Panasonic TAD/FAX

PHONE NO. : 9166922907

May 27 2003 29:53AM 904

Again, please do not hesitate to contact me by e-mail if anything comes up that cannot wait until June 9 to be resolved.

Very truly yours,
CALIFORNIA INDIAN LEGAL SERVICES



Jim Cohen

Attachments:

1. Brack and Changery memo
2. Barnes, Mosher contract
3. Ross Consulting contract
4. Barnes, Mosher invoice
5. Ross Consulting invoice
6. Chesapeake Enterprises invoice

Checklist of items for Tribal Council to do at this meeting:

1. Select date for meeting on Gaming Ordinance and let me know
2. Send signed Ross and Barnes, Mosher contracts to my office
3. Approve enclosed invoices

FROM : Panasonic TAD/FAX

PHONE NO. : 6196920807

May. 27 2003 09:57AM P10

April 7, 2003

Mr. James Cohen
California Indian Legal Services
510 16th St., 4th floor
Oakland, CA 94612

Mr. Alan Waskin
Sr. Vice President
Yuba County Entertainment, LLC
Suite 300
Buffalo Grove, IL 60089

LETTER OF AGREEMENT

Dear Messrs. Cohen and Waskin:

This letter is to confirm the agreement we arranged via the telephone last month. Enterprise Rancheria, Yuba County Entertainment and Ross Consulting Group, Inc. have agreed to changes in the existing contract between Yuba County Entertainment, LLC and Ross Consulting Group.

This revised Consulting Agreement is effective the 15th day of March, 2003, and will be between Enterprise Rancheria and Ross Consulting Group, with Yuba County Entertainment signing as an interested party responsible for making all payments which were the responsibility of Company in the original agreement.

Specific changes are:

Section 3

Consultant shall be paid Five Thousand Dollars (\$5,000) per month. Payment shall be made promptly upon receipt by Company of Consultant's monthly invoice which shall be sent via overnight delivery on the 15th day of each month.

Consultant will be reimbursed for reasonable and approved expenses related to the project including travel, lodging and meals while representing the Company.

Section 4

Consultant shall make a weekly report to Jim Cohen, Enterprise Rancheria Tribal Attorney, and Alan R. Waskin, Senior Vice President and General Counsel of Yuba

County Entertainment, LLC. Reports can be conducted by written or verbal communication.

Section 7

Any notice required or permitted pursuant to the provisions of the Agreement shall be deemed to have been properly given if in writing and when sent by United States mail, certified or registered, prepaid, when personally delivered, when sent via facsimile or recognized overnight courier, addressed as follows:

If to Enterprise Rancheria:

James E. Cohen
California Indian Legal Services
510 16th St., 4th floor
Oakland, CA 94612
Facsimile: (510) 835-8045

If to the Company:

Yuba County Entertainment, LLC
600 North Buffalo Grove Road
Suite 300
Buffalo Grove, IL 60089
Facsimile: 847-419-4817

If to the Consultant:

Ross Consulting Group, Inc.
Attn: Tom Ross
2023 N Street, Suite 102
Sacramento, CA 95814
Facsimile: 916-448-2815

We look forward to continue serving you in accomplishing your goal of building a hotel resort and casino in Yuba County.

Sincerely,

Thomas M. Ross

Date: _____

Printed Name

Title: _____

FROM : Panasonic TAD/FAX

PHONE NO. : 6196920807

May. 27 2003 09:58AM P12

I approve the foregoing:

ENTERPRISE RANCHERIA

Harvey Angle, Chairman

Date: _____

Printed Name

Title: _____

YUBA COUNTY ENTERTAINMENT, I.L.C

Alan R. Waskin

Date: _____

Printed Name

Title: _____

FROM : Panaschi: TAD/FAK
05/07/2003 12:05 FAX

PHONE NO. : 6156920827

May. 27 2003 10:02AM P18
002


Chesapeake Enterprises Inc
1800 K Street NW
suite 1122
Washington, DC 20006
(202) 463-9677

INVOICE#

Date	Inv Ref /
4/14/2003	april2003

Bill To
Yuba County Entertainment LLC Attn: Randy Dzierzawski 4840 Adams Road Oakland Township MI 48306

Terms	Due Date
Per Agreement	4/14/2003

Item	Description	Prior Amount	Current Amount
Retainer	April 15 - May 15, 2003 Retainer		20,000.00
		Current Month Balance	\$20,000.00
Scott W. Reed		Total Balance Due	\$20,000.00

FROM : Parasitic TAD/FOX

PHONE NO. : 6196922607

May. 27 2003 29:54AM P05

CONFIDENTIAL

To: Enterprise Tribal Council
From: Christopher M. Changery, William T. Brack
CC: James Cohen
Date: May 23, 2003

Re: Legislative Strategy and Status

OBJECTIVE:

Our goal is to enact legislation, as soon as possible, to enable the Tribe to use newly acquired trust land for gaming.

STRATEGY:

We are working to attach an amendment to a bill with the best chance of success. For instance, the Senate Committee on Indian Affairs has sent a Technical Corrections bill to the full Senate for consideration. While there will be other legislative vehicles in the near future, the Technical Corrections bill is our number one target because of its non-controversial nature, its likelihood of becoming law and the fact that it may move through Congress in the next several months.

However, to accomplish this, it is imperative that the amendment is written in such a way that it is truly technical in nature. We believe that is possible.

STATUS:

Our meetings with Congressional Staff have been very positive. In fact, one key staff member responded to our description of the location of the land and the relationship with Yuba County Entertainment as "an ideal situation."

We are currently reviewing the amendment drafted by Mr. Cohen and, in consultation with him, will draft several versions of the amendment. The point is to give the Committee Staff options and ensure that language accomplishing our goal conforms to the intent of the Technical Amendments bill.

Next week (beginning May 26), Congress will recess in observance of Memorial Day. This is a good opportunity to talk to Congressional Staff about the details of any issue since they are free of their usual duties. We are scheduling a number of meetings with top staff members to discuss which is the best version of the amendment and the timing of passage.

Agreement for Government and Community Affairs Services

This Agreement is made and entered into this March 25, 2003; in the City and County of San Francisco, State of California; and is between **Barnes Mosher Whitehurst Lauter & Partners Inc.**, **Yuba County Entertainment LLC**, a Delaware Limited Liability Company and **Enterprise Rancheria**, a federally recognized Indian Tribe.

1.1 (a) Barnes Mosher Whitehurst Lauter & Partners, Inc. (hereinafter "BMW & PARTNERS"), a California corporation, is a professional consulting firm having its principal place of business at 10 United Nations Plaza, Ste. 420; San Francisco, CA 94102. BMW & PARTNERS provides the following services: campaign management and consulting, government and public affairs services. Sam Lauter is a principal of BMW & PARTNERS.

1.1 (b) Yuba County Entertainment LLC (hereinafter "YCE") is a firm that has entered into a development and management agreement with Enterprise Rancheria to bring a casino and hotel to land presently owned by YCE in Yuba County, California (hereafter called "the Project"). YCE's principal place of business is; 600 North Buffalo Grove Road Suite 300, Buffalo Grove, IL 60089. Alan R. Waskin is the Senior Vice President-General Counsel for YCE. YCE is signing this Agreement as an interested party responsible for making all payments hereunder on behalf of Enterprise Rancheria.

1.1 (c) Enterprise Rancheria (hereinafter called "THE CLIENT") is a federally recognized Indian Tribe which will be the owner of the Project. Enterprise Rancheria's principal place of business is 1940 Feather River Blvd., Suite B, Oroville, CA 95965.

Section 2

2.1 BMW & PARTNERS agrees to perform the following services for THE CLIENT as its government and community affairs consultant:

2.1 (a) Work with federal, state and local government and the community to help establish a casino and hotel project in the Yuba County Sports and Entertainment Zone.

2.1 (b) We will prepare publications including paid media such as direct mail and other materials, provide media training and prepare the team for community meetings.

2.1 (c) Report on the progress of all programs and activities undertaken by BMW & PARTNERS on THE CLIENTS behalf to THE CLIENT.

Agreement for Services

Page 2

2.2 THE CLIENT agrees as follows:

2.2 (a) For the services identified in Section 2, to pay BMWL & PARTNERS \$12,500 (twelve thousand five hundred dollars) each month until completion of the project. However, THE CLIENT retains the right to terminate this Agreement on 30 (thirty) days written notice to BMWL & Partners. The payments are due and payable the first of each month beginning April 1, 2003.

2.2 (b) BMWL & PARTNERS shall retain all standard agency commissions for materials that BMWL & PARTNERS produces. BMWL & PARTNERS shall be entitled to a commission equal to fifteen percent (15%) of the cost of materials and services which include major media production, printing, paid phone costs and data lists provided by BMWL & PARTNERS.

2.2 (c) To reimburse BMWL & PARTNERS for any extraordinary expenses incurred by BMWL & PARTNERS in connection with THE CLIENT'S project, including but not limited to: meeting expenses; telephone; travel; supplies; delivery services; and other such expenses. THE CLIENT shall reimburse BMWL & PARTNERS for such expenses no later than thirty (30) days after receiving an invoice from BMWL & PARTNERS. BMWL & PARTNERS shall not incur expenses in excess of \$1,000 a month without the prior written approval of THE CLIENT. Neither THE CLIENT nor BMWL & PARTNERS anticipates any substantial reimbursement for extraordinary expenses.

2.2 (d) This Agreement may be extended only by the mutual consent of THE CLIENT and BMWL & Partners.

Section 3

3.1 In the event that THE CLIENT abandons its project, THE CLIENT shall pay all fees earned to the date of termination to BMWL & PARTNERS, pursuant to Section 2.2(a) of this Agreement. The parties agree that under the circumstances existing at the time of this Agreement, the provisions in this paragraph are reasonable and do not constitute a penalty in that, among other reasons, BMWL & PARTNERS, by entering into this Agreement, may forego other business opportunities. Further, BMWL & PARTNERS, by entering into this Agreement, forfeits other potential political alliances and clients.

Section 4

4.1 Nothing herein shall prevent BMWL & PARTNERS from providing public affairs consulting or other services to other persons or entities during the term of this Agreement.

Agreement for ServicesPage 3

4.2 THE CLIENT shall not engage any other person or entity to perform any act or service to be performed by BMWL & Partners under this Agreement without consulting BMWL & Partners.

4.3 BMWL & Partners shall:

- a) Hold all information received in connection with the Agreement in strict confidence.
- a) Use such confidential information only in connection with the Agreement and
- a) Ensure that any person granted access to such information holds the information in strict confidence.

Section 5

5.1 Termination of this Agreement by either party shall be effective thirty days after such party notifies the other in writing.

5.2 This Agreement constitutes the entire understanding of the parties. There are no representations, warrants, or covenants other than those herein specifically set forth.

5.3 No modification of this Agreement or any part thereof shall be effective unless in writing and duly executed by both parties.

5.4 If any provisions of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. Furthermore, any provisions of this contract deemed invalid or unenforceable will be re-negotiated to comply with existing regulations in such a way that the intent and substantive effect on both parties remain intact.

5.5 The waiver by either party of a specific breach of, or default under, this Agreement shall not be deemed a waiver of any subsequent breach or default.

FROM : Parasonic TAD/FAX

PHONE NO. : 5196920607

May. 27 2023 09:58AM pdt

Agreement for Services

Page 4

AGREED AND ACCEPTED:

BARNES, MOSHER, WHITEHURST, LAUTER & PARTNERS, INC.

By: _____	By: _____
Samuel Lauter	John Whitehurst
Its: Principal	Principal
Date: _____	Date: _____

ENTERPRISE RANCHERIA

By: _____	Date: _____
Harvey Angle	
Its: Chairman	

YUBA COUNTY ENTERTAINMENT, LLC

By: _____	Date: _____
Alan R. Waskin	
Its: Senior Vice President- General Counsel	

FROM : Panasonic TAD/FAX
03/07/2003 12:08 FAX

PHONE NO. : 6196920607

May 27 2003 03:03PM FAX



Invoice: 64303-APR1403
Invoice Date: 04/14/2003
Billing Inquiry: 630134-9415
Tax Id: 58-2411586
Terms: Payment Due Upon Receipt

Company Name: BARNES MOSHER WHITEHURST LAUTER

Pre-Tax Total: \$45.80 Discount: \$0.00 Tax: \$1.97 Invoice Total: \$48.77

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number
781389	US04818486	04/04/03		6	0000

City: 06 Description: 1:44 pm to 2:01 pm ReadyConference - 8008 Rate: 0.1500 Total: \$13.20

Pre-Tax Total: \$12.80 Discount: \$0.00 Tax: \$1.38 Invoice Total: \$13.20

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number
781390	US04842390	04/07/03		1	

City: 4 Description: 11:57 am to 12:00 pm ReadyConference - 8008 Rate: 0.1500 Total: \$0.02

Pre-Tax Total: \$0.00 Discount: \$0.00 Tax: \$0.02 Invoice Total: \$0.02

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number
781391	US04842361	04/07/03		4	000007

City: 66 Description: 12:01 pm to 12:11 pm ReadyConference - 8008 Rate: 0.1500 Total: \$2.60

Pre-Tax Total: \$2.25 Discount: \$0.00 Tax: \$0.35 Invoice Total: \$2.60

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number
781392	US04863368	04/08/03		1	000015

City: 13 Description: 11:27 am to 11:40 am ReadyConference - 8008 Rate: YUBA 0.1600 Total: \$2.01

Pre-Tax Total: \$1.85 Discount: \$0.00 Tax: \$0.08 Invoice Total: \$2.01

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number
781393	US04821483	04/11/03		4	

City: 206 Description: 11:57 am to 12:34 pm ReadyConference - 8008 Rate: 0.1600 Total: \$39.10

Pre-Tax Total: \$38.25 Discount: \$0.00 Tax: \$1.15 Invoice Total: \$39.10

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number
AC07FBE	US04825720	04/14/03		0	

City: 1 Description: 12:00 am to 12:00 am Account Service Fee Rate: 9.5000 Total: \$0.05

Pre-Tax Total: \$0.00 Discount: \$0.00 Tax: \$0.00 Invoice Total: \$0.05

Moderator Total: \$39.87

FROM : Panasonic TAD/FAX
03/07/2009 12:00 FAX

PHONE NO. : 6196920827

May 27 2009 09:59AM FAX
008

Premiere Conferencing
P.O. Box 47848
Kansas City, MO 64187-8488

Invoice: 643023-APR1403
Invoice Date: 04/14/2009
Billing Inquiry: 888734-9815
Tax ID: 58-3421886
Terms: Payment Due Upon Receipt

Company Name: BARNES MOSHER WHITEHORST LAUTER

Page: 3

Pre-Tax Total: \$7.36 Discounts: \$0.00 Tax: \$0.22 Invoice Total: \$7.57

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781258	US04611718	03/21/09	12:45 pm ReadyConference - 8008	3	000087	0.1500	\$34.30
Qty: 222	Description:	11:19 am to					

Pre-Tax Total: \$33.30 Discounts: \$0.00 Tax: \$1.00 Invoice Total: \$34.30

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781248	US04632776	03/25/09	12:13 pm ReadyConference - 8008	8	000015	0.1800	\$40.83
Qty: 243	Description:	10:36 am to					

Pre-Tax Total: \$38.45 Discounts: \$0.00 Tax: \$2.18 Invoice Total: \$40.63

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781260	US04675290	03/26/09	12:10 pm ReadyConference - 8008	1	000008	0.1500	\$1.50
Qty: 10	Description:	12:00 pm to					

Pre-Tax Total: \$1.50 Discounts: \$0.00 Tax: \$0.08 Invoice Total: \$1.58

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781268	US04688310	03/27/09	6:41 pm ReadyConference - 8008	4	000008	0.1500	\$34.30
Qty: 222	Description:	5:41 pm to					

Pre-Tax Total: \$33.50 Discounts: \$0.00 Tax: \$1.08 Invoice Total: \$34.58

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781266	US04719224	03/28/09	12:36 pm ReadyConference - 8008	4	000007	0.1500	\$36.20
Qty: 218	Description:	11:28 am to					

Pre-Tax Total: \$34.30 Discounts: \$0.00 Tax: \$1.93 Invoice Total: \$36.23

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781269	US04768754	04/01/09	11:42 am ReadyConference - 8008	2		0.1500	\$2.70
Qty: 18	Description:	11:29 am to					

Pre-Tax Total: \$2.70 Discounts: \$0.00 Tax: \$0.08 Invoice Total: \$2.78

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781265	US04408278	04/03/09	12:20 pm ReadyConference - 8008	4	007	0.1500	\$12.62
Qty: 83	Description:	11:57 am to					

Pre-Tax Total: \$12.45 Discounts: \$0.00 Tax: \$0.37 Invoice Total: \$12.82

Confirmation	Invoice	Event Dt	Event Title	Participants	Billing Reference Number	Rate	Total
781268	US04516484	04/04/09	1:07 pm ReadyConference - 8008	6	000000	0.1500	\$41.07
Qty: 304	Description:	11:29 am to					

Pre-Tax Total: \$41.07

YUSA
\$40.83
\$40.83