



**BOARD OF SUPERVISORS
COUNTY OF MADERA**

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File No: 01226

Resolution No. 2001-217
Agreement No. 6872-C-2001

Tape No: 1-2705

Date: August 28, 2001

In the Matter of CONSIDERATION OF ENTERING INTO MEMORANDUM OF UNDERSTANDING WITH PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIAN NATION REGARDING A CLASS III GAMING FACILITY IN COARSEGOLD.

Upon motion of Supervisor Silva, seconded by Supervisor Dominici, it is ordered that the attached be and it is hereby adopted as shown, and the Chairman is authorized to execute said agreement.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Moss, Dominici, Silva, and Gilbert.
NOES: None.
ABSTAIN: None.
ABSENT: Supervisor Bigelow.

Distribution:

ATTEST: BONNIE HOLIDAY, CLERK
BOARD OF SUPERVISORS

✓ Auditor
✓ CAO
✓ County Counsel
✓ Planning
✓ Engineering
✓ Sheriff
✓ Picayune Rancheria of the Chukchansi Indian Nation
✓ National Indian Gaming Commission

✓ Env. Health
✓ Road
✓ Fire
✓ Monteau, Peebles & Crowell

By *Carole Leoni*
Assistant Clerk

1 the County of Madera, State of California, that said Board approves and enters into a
2 Memorandum of Understanding with the PICAYUNE RANCHERIA OF CHUKCHANSI
3 INDIANS addressing off reservation impacts attributable to the casino project as described in
4 Section 1.2 of that Memorandum of Understanding.

5 *****

6 The foregoing Resolution was adopted this 28th day of August, 2001,
7 by the following vote:

| | | |
|----|----------------------------|---------------|
| 8 | Supervisor Bigelow voted: | <u>Absent</u> |
| 9 | Supervisor Moss voted: | <u>Yes</u> |
| 10 | Supervisor Dominici voted: | <u>Yes</u> |
| 11 | Supervisor Silva voted: | <u>Yes</u> |
| 12 | Supervisor Gilbert voted: | <u>Yes</u> |



[Signature]
Chairman, Board of Supervisors

17 ATTEST:
18 [Signature]
19 Clerk, Board of Supervisors

20 Approved as to Legal Form:
21 COUNTY COUNSEL
22 By [Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 28 day of August, 2001, by and between the PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIAN'S, a federally recognized Indian tribe ("Tribe"), and the COUNTY OF MADERA, a political subdivision of the State of California ("County").

WHEREAS, The Picayune Rancheria of the Chukchansi Indians (Tribe) intends to develop and operate a Class III gaming facility pursuant to a compact by and between the State of California and the Tribe, approved by the Secretary of the Interior on Indian lands as provided for the Indian Gaming Regulatory Act; and

WHEREAS, The purpose of the operation of the gaming facility will be to promote tribal economic development, tribal-self-sufficiency and strong tribal government; and

WHEREAS, Congress has found that Indian tribes have an exclusive right to regulate gaming on Indian lands if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not, as a matter of criminal law and public policy, prohibit such gaming activity; and

WHEREAS, The Tribe has taken appropriate action to determine whether the project will have any significant adverse impacts on the off-reservation environment and will submit all environmental impact reports concerning the proposed project to the state clearing office in the Office of Planning and Research and to the County Board of Supervisors, for distribution to the public; and

WHEREAS, The Tribe has consulted with the Board of Supervisors of Madera County to discuss mitigation of significant adverse off-reservation environmental impacts.

WHEREAS, The Tribe has met with and attended numerous community meetings and has provided an opportunity for comment by members of the public residing off-reservation within the vicinity of the gaming facility.

NOW, THEREFORE, the parties agree as follows:

1.0 SCOPE AND APPLICABILITY OF AGREEMENT

- 1.1 This MOU addresses certain off-reservation environmental impacts attributable to the construction and operation of the Project described in Section 1.2. In addition, this MOU addresses certain other issues raised by the County such as payment for fire, police and other County services required to be provided to the Tribe by Public Law 280 (67 Stat. 588).
- 1.2 The Project consists of (i) the construction and operation of a Class III gaming and entertainment facility on approximately 49 acres located inside the Tribe's Reservation and (ii) the construction and maintenance of an access road and other

non-gaming ancillary facilities on approximately 112 acres (per County APN information) of fee land owned by the tribe located outside of, but contiguous to, the Tribe's Reservation (collectively referred to herein as the "Project"). Key elements of the Project include the following:

- An approximately 180,000 square foot, one-story building with lower-level access, which will house gaming facilities, multiple full-service and self-serve restaurants, entertainment facilities, retail space, and support services;
- A multi-story hotel building of approximately 200 rooms, not to exceed six stories, also with lower-level access;
- The development is proposed to be of type one (1) construction, fully sprinkler protected and provided with a multi-faceted, integrated and supervised fire alarm system;
- On-and off-site surface parking areas for approximately 1,900 automobiles, recreation vehicles and buses;
- A two-lane access road (Buck Run Lane) will be constructed on off-site land, from State Route 41 to the gaming and entertainment facility;
- On site domestic and fire-suppression water supply system;
- On-site wastewater treatment facility;
- Off reservation facilities of the proposed project will be subject to review and permitting by state and local agencies pursuant to CEQA.

2.0 LAW ENFORCEMENT

- 2.1 The Tribe shall have the primary responsibility for maintaining order and safety in the gaming facility, but acknowledges that assistance from the Sheriff's Department may be required from time to time with respect to the apprehension and arrest of persons engaged in suspected criminal activity. The Tribe and the Sheriff's Department shall meet and confer on a regular basis to prepare and update procedures which enable both entities to respect and assist each other in fulfilling their respective responsibilities as effectively and efficiently as possible.
- 2.2 The parties recognize that the operation of the Project may create added burdens on the Sheriff's Department in terms of patrolling and responding to calls for assistance. Because some of that activity will take place on the Rancheria, special training and staffing assignments by the Sheriff's Department will be required. In order to meet these increased burdens, the Tribe and County have agreed as follows: The Tribe has requested, and the County Sheriff's Department will provide, one full time deputy to be available in the vicinity of the gaming facility seven days a week, 24 hours per day, and the Tribe agrees to reimburse the County for all actual costs

incurred by the County in providing the requested law enforcement not to exceed \$365,000.00 for actual costs, plus a 12% add-on for County general and administrative burden.

This level of staffing will require five deputies, and the cost for initial staffing and needed equipment will be prorated for Year 1 of casino operations so as to bring the tribal funding into a fiscal year coinciding with the County's fiscal year, based on an actual cost for salaries, benefits, services and supplies; the proration for Year 1 will be calculated with consideration for start-up time, as well as such pre-opening time as is necessary to provide for hiring and training a deputy sheriff. In addition, for Year 1, there will be a one-time cost for fixed assets of \$79,700.00 which will not be prorated. Unless the Parties agree to some other payment schedule, the County shall submit an invoice for law enforcement services to the Tribe on a monthly basis and the Tribe shall pay the invoice to the County within thirty (30) days of the receipt thereof.

The Tribe and the County Sheriff's Department shall develop protocols for the transfer of prisoners.

- 2.3 The Parties recognize that the hiring and training of the required law enforcement personnel will necessitate that such personnel be hired six months prior to the opening of the gaming facility. Accordingly, the Tribe will begin to provide on a prorated basis the funding for hiring, and training as of that time.
- 2.4 During the fifth year of operations, or sooner if additional law enforcement staffing is deemed necessary by the Parties, the Parties shall meet to discuss the terms for the extent of such staffing after the end of the initial five year period. The provision of law enforcement staffing beyond the initial five year period shall be the subject of a future agreement between the Tribe and the County.
- 2.5 At the request of the Tribe, the Sheriff may agree to provide additional law enforcement and security personnel for special events and functions occurring within the casino/hotel facilities at the Project site. As to special event services requested by the Tribe, the County will bill the Tribe for the actual costs of providing such services. The Tribe will pay such bills within thirty (30) days of receipt.

3.0 FIRE PROTECTION

- 3.1 As a contribution to the public safety of the Coarsegold area, the Tribe desires to contribute funds to be used specifically prior to the opening of the Casino for the purchase of equipment and for staffing on an annual basis.

The Tribe will contribute one-time costs of \$350,000.00 for fire apparatus and equipment purchases. The County will provide fire apparatus and equipment specifications to the tribe sixty (60) days after this MOU is approved. This specified fire apparatus and equipment will be purchased directly by the Tribe and will be transferred to County ownership no later than 90 days prior to the opening of the

Casino, provided that fire apparatus and equipment specifications are provided no later than thirty (30) days after groundbreaking for construction of the gaming facility. (Fixed asset costs will not be pro-rated.)

The Tribe also agrees to reimburse the County for all actual costs of fire protection staffing under this Agreement incurred by the County, not to exceed \$415,000.00 in the first year after opening of the facility, plus a 12% add-on for County general and administrative burden. This staffing compensation shall provide for a minimum of two (2) qualified firefighters, 24 hrs./7 days a week staffing of fire apparatus. Actual cost for salaries, benefits, service and supplies, the pro-rations for one (1) year will be calculated with considerations of start-up costs. Labor costs associated with this staffing will be reviewed annually and are subject to annual adjustment in the event of changes in labor contract costs mandated by the director of the California Department of Forestry or by adjustments to the annual published State of California contract rates. The Tribe will be billed monthly for actual costs. The tribe will pay such bills within thirty (30) days of receipt.

- 3.1.1 The parties recognize that the hiring and training of the required fire protection personnel will necessitate that such personnel be hired at least thirty (30) days prior to the opening of the gaming facility.
- 3.2 The staff and equipment described in Section 3.1 will be located at the Coarsegold CDF station. A new fire station is to be built or purchased near the Project for faster response time. After start of construction on the gaming facility, and in order to permit these resources to be relocated, the Tribe will contribute \$175,000 (of which 50% will be reimbursed to the Tribe by the County as provided herein), toward the construction or purchase by the County of a new fire station within one mile of the Casino. This station will be located on land provided by the County and will consist of at least a 2000 square foot dormitory/office, a 50 by 60 ft. apparatus garage, and other needed infrastructure. The Tribe shall pay the money to the County (i) after the County has encumbered \$200,000 for this purpose, or the balance of the projected cost of the fire station, whichever is greater; and (ii) when the parties have agreed upon a mechanism and schedule for reimbursing the Tribe for 50% (\$87,500.00) of its contribution from future fire mitigation fees collected within this station's primary response area by the County. Once the new fire station is obtained the staff and equipment described in Section 3.1 will be relocated to that facility.
- 3.3 During the fifth year of opening, or sooner if additional fire protection staffing is deemed necessary by the parties, the parties shall meet to discuss the terms for the additional staffing after the initial five year period. The provisions of fire protection staffing beyond the initial five-year period shall be the subject of a future agreement between the tribe and the County.
- 3.4 The Madera County Fire Chief and a representative designated by the Tribe shall develop mutually-agreeable operational plans and procedures for fire and basic emergency medical services to the Casino.

4.0 TRAFFIC AND ROADS

- 4.1 Primary access to the Project will be via a local road built to County standards that will intersect State Highway 41 at or near the existing intersection of that highway and Buck Run Lane. This includes access from parcels currently designated by the County Assessor as numbers 054-330-014, 054-330-015, 054-330-017, 054-330-020, 054-330-025, 054-330-026, 054-330-031, 054-330-032, 054-330-033, 054-330-036 and 054-330-037. This access is depicted on Exhibit 1. Prior to any construction within a California state right-of-way, the tribe will submit a copy of a CALTRANS approved Encroachment Permit to the County Road Department. Prior to any construction within a County right-of-way, the Tribe will obtain a County Encroachment Permit. The County shall be the lead agency for all required CEQA review.
- 4.2 Prior to the Casino opening, the Tribe will submit to a County Road Department plans prepared by a California registered civil engineer for the construction of a local road within the realigned Buck Run Lane right-of-way approximately as located as noted on Exhibit 2. It is understood that Section A (as marked on Exhibit 2) will be improved to at least a Class V Madera County standard and that section B will be improved at least to a Class I Madera County Standard. No construction within the public right of way will begin until the County Road Commissioner or his designee has approved the plans and issued an Encroachment Permit. The Tribe will comply with the permit's conditions of approval. The Tribe agrees to submit these plans and the application for an Encroachment Permit promptly after the execution of this Agreement. The County agrees to expedite the review of these plans and the processing of the encroachment permit to the maximum extent possible consistent with applicable law.
- 4.3 The Tribe shall install and maintain a locked gate at the access from the Casino to County Road 417 at the location shown on Exhibit 3 and shall permit access only for emergency purposes; provided that the Tribe may use County Road 417 for access to the extent and subject to the conditions specified in this section.
- 4.3.1 The Tribe will have temporary access for construction purposes to County Road 417 prior to the opening of the Casino.
- 4.3.2 The Tribe shall continue to have access to its tribal administrative facilities from County Road 417. Tribal administrative facility access will be used for that facility only. The administrative parking lot will be physically separated from adjacent development and/or barred by a fence, or other means.
- 4.3.3 It is understood that County Road 417 is not built to handle the loads projected during construction of the Project. As a result, the parties expect the road to be damaged to some extent by the temporary use permitted by Section 4.3.1. So as to mitigate such damage, after all such use is complete the Tribe will repair or reconstruct County Road 417 to the same standard as originally

constructed from its intersection with State Highway 41 to the easterly property line of the Project site. In no case will this mitigation consist of less than a two-inch thick asphalt over paving fabric.

- 4.3.4 At all times County Road 417 will be open to two lanes of thru traffic. During construction, the Tribe will provide traffic control in accordance with the approval of Madera County Encroachment Permit. The tribe will repair and maintain the road surface as necessary to permit the safe flow of traffic, and will take reasonable steps to control dust. The parties recognize that school buses use County Road 417, and the Tribe understands that special safety precautions may have to be implemented during those times of the day when school buses are in operation. To expedite the process, the encroachment permit fee is hereby waived.
- 4.4 Upon completion of road construction within the public right-of-way, the Tribe will submit to the County Road Department reproducible as-built plans prepared by either a California registered civil engineer or a California licensed land surveyor, copies of all appropriate tests, a certification from the engineer or surveyor that all improvements are located within the public right-of-way, and a certification from the engineer that all improvements have been built in accordance with County Code.
- 4.5 The Tribe will maintain the paved portion of Buck Run Lane.
- 4.6 Thirty (30) days prior to the opening of the Casino, the County will invoice and the Tribe shall pay a Mitigation Fee of \$21.05 per trip¹ based on the actual traffic from the permitted but gated emergency access driveway on County Road 417. The parties estimate that such traffic will not exceed 100 trips per year; therefore, the Tribe will pay a Mitigation Fee to the County for County Road 417 of \$2,105.00. The County acknowledges that the use of County Road 417 for access to the Tribe's administrative facilities is a pre-existing use for which no impact fee will be required. Funds collected will be used for the future improvement of County Road 417.
- 4.7 Thirty (30) days prior to the opening of the Casino, the County will invoice and the Tribe will pay the County Road Department an amount equal to the State Highway 41 and County Wide Road Impact Fees as described in the County Road impact fee ordinance. The State Highway 41 fee is calculated at \$387.25 per peak hour trip while the County Wide Fee is calculated at \$22.55 per peak hour trip, according to a final traffic study as certified in the final environmental document. Per the September 21, 2000 traffic report prepared by K.D. Anderson, the casino and hotel will result in 896 average PM peak hour trips on weekdays. Thus, the State Highway Fee is \$346,976.00 and the County Wide Fee is \$20,205.00. Should there be any change to the K.D. Anderson report as contained in the Tribe's NEPA submission to NIGC, the fee calculations will be changed accordingly.

¹ This per trip rate is based upon the Twin Pines Subdivision certified E.L.R. that has been collected in the County since 1986.

- 4.8 Thirty (30) days prior to the opening of the casino, the Tribe will grant deed to the County a strip of land of varying width as noted on Exhibit 4 for public road right-of-way for the relocation of Buck Run Lane, which right-of-way shall be the course designated as Sections A and B on Exhibit 2. After this conveyance is recorded, the County will vacate a portion of the existing right-of-way of "Buck Run Lane" as shown on Exhibit 4.
- 4.9 The parties agree that the right-of-way for County Road 417 through the Reservation should be widened by thirty (30) feet so that the total public right-of-way will be 80 feet wide. Thirty (30) days prior to the opening of the Casino, the Tribe will provide written consent to grant such right-of-way in the manner provided in 25 C.F.R.169.3 and shall waive consideration therefore as provided by 25 C.F.R. 169.12. These strips of land are currently located on parcels designated by the Madera County Assessor as parcel numbers: 054-330-014, 054-330-015, 054-330-025, and 054-330-026. The two strips of land are noted on Exhibit 3. It is understood that this additional right-of-way will be used for future road improvements. The County acknowledges that there might be cultural resources in the area and the County agrees that any such future project(s) that it undertakes will avoid and/or mitigate these resources. Protection of Tribal cultural resources will be consistent with the Tribe's Cultural Resources Protection Ordinance which was adopted February 10, 2001, by resolution 2001-01 and Tribal Resolution 2000-30 (Cultural Resources Summary). Madera County will mitigate according to the requirements of State Office of Historical Preservation and applicable provisions of sections 106 and 110 of National Historical Preservations Act of (NHPA) of 1966 (as amended).
- 4.10 In the event that other development of the lands identified in Section 4.1 above is proposed with additional and/or revised access, prior to any construction within the Madera County public right-of-way, the Tribe will submit a completed application for an Encroachment Permit to the County Road Department. The application will include plans prepared by a California registered civil engineer and any tests or studies deemed necessary by the Road Commissioner or his designee. No construction will begin until the Road Commissioner or his designee has approved the plans and issued an Encroachment Permit. The Tribe will pay the appropriate fees and will follow the permit's conditions of approval. Upon completion of construction within the Madera County public right-of-way, the Tribe will submit to the County Road Department reproducible as-built plans prepared by either a California registered civil engineer or a California licensed land surveyor, copies of all appropriate tests, a certification from the engineer or surveyor that all improvements are located within a public right-of-way and certification from the engineer that all improvements have been built in accordance with County Code.

5.0 WATER AND SEWER

- 5.1 The Tribe is responsible for providing water and sewer services to the Project.
- 5.2 The Tribe acknowledges that federal water quality laws apply to the Project and that these laws require the tribe to obtain certain federal permits or certifications for the

Project that is on reservation lands. The Tribe will provide the County informational copies of all such federal permits obtained pursuant to these laws.

- 5.2.1 Disposal of treated effluent (meeting California Title 22 requirements) may be by a combined method of land fields, spray irrigations and fire suppression water. Any treated effluent disposal on lands owned in fee by the Tribe outside the Reservation Indian Lands will be governed by State and County laws and certain permits or certifications will be required.
- 5.2.2 Any stormwater discharge shall be subject to National Pollution Discharge Elimination System (NPDES) permitting.
- 5.3 The parties agree that in the future it may become mutually beneficial to develop new water and sewer systems for the Reservation and the surrounding area. For this reason each party, upon the request of the other, will participate in area-wide waste water and water planning.
- 5.4 In order to begin the collection of data on wells, well production and water quantity, the Tribe will pay \$25,000 of its total contribution to the County within 90 days after start of construction and after receiving invoices not to exceed \$25,000.00 (with no county match) provided the parties have agreed on a consultant and a work plan for the first part of the project for basic data collections and evaluations. The Tribe will not make any additional payments until the County has additional funding or matching grants to proceed with a ground water study.
- 5.5 So as to develop the hydrogeological information necessary for such planning, the tribe shall establish a fund, and will pay from said fund, on a dollar-for-dollar matching basis, up to \$225,000 toward a groundwater study of the Reservation and surrounding lands by a qualified hydrogeological consultant jointly selected by the parties; provided that the parties shall jointly develop, approve, execute and manage the contract and work plan for this study; approve all payments under the contract; and review and approve all project reports and other consultant work product.
- 5.6 The County shall provide mailed notice to the Tribe of any development proposals within the Coarsegold Area Plan.

6.0 JOBS AND SOCIAL SERVICES

- 6.1 The Madera County Department of Social Services will work with the Tribe to help identify and refer potential applicants for employment at the Project. The Tribe will transmit copies of job postings and announcements for the Project to the Department promptly upon release, and the Department will cause the same to be posted and distributed in the same manner as job postings and announcements submitted by other outside employers. The Tribe agrees that, to the extent permitted by applicable federal law, tribal law and the Compact with the State of California relating to employment discrimination and tribal hiring preferences, it shall exercise its best efforts to hire residents of Madera County for jobs at the Project, it being the goal of

the Parties (but not a minimum requirement or quota) that at least 50 percent of the Project workforce be County residents. The Tribe will maintain records of the county of residence for each person hired at the Project and shall prepare an annual report within 30 days of the end of its fiscal year showing the total number of county residents employed at the Project, and the percentage of such employees relative to the total Project workforce, at the beginning and end of the report period. The Tribe will provide a copy of this report to the County Department of Social Services. If this report indicates that at the end of the reporting period less than 50 percent of the non-Native American project workforce consists of County residents, the Tribe agrees, upon the written request of the county, to meet and confer on possible strategies for increasing the proportion of County residents employed at the Project.

- 6.2 The Madera County department of Social Services will work with the Tribe to help screen and review potential applicants for employment at the Project.
- 6.3 The Tribe shall make a contribution to the County of \$15,000 for each of the first three years of Casino operation and \$25,000 for each year thereafter until the expiration of the term of this MOU, which amounts shall be used to address problem gambling issues in Madera County as determined by the County Mental Health Department working with all appropriate county departments and agencies. Payments shall be made on or after July 1 of each year in response to invoices submitted by the County.

7.0 DISPUTE RESOLUTION

7.1 Meet and Confer Process.

In the event that the County or the Tribe believes that the other has committed a possible violation of this MOU, it may request in writing that the parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within 15 days of the date of service of said request; provided that if the complaining party believes that the problem identified creates a threat to public health or safety, the complaining party may proceed directly to arbitration as provided in Section 7.5.

7.2 Notice of Disagreement.

If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other identifying and describing any alleged violation of this MOU ("Notice of Disagreement"), with particularity, if available, and setting forth the action required to remedy the alleged violation.

7.3 Response to Notice of Disagreement.

Within 15 days of service of a Notice of Disagreement, recipient shall provide a written response either denying or admitting the allegations set forth in the Notice of

Disagreement, and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to arbitration, as provided in Section 7.5 below.

7.4 Expedited Procedure for Threats to Public Health or Safety.

If the County or the Tribe reasonably believes that in violation of this MOU the other's conduct has caused or will cause a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this section, the complaining party may proceed directly to the Arbitration Procedures set out in Section 7.5, without reference to the Meet and Confer or Notice of Disagreement processes set out in paragraphs 7.1, 7.2 and 7.3, and seek immediate equitable relief. At least 24 hours before proceeding in this manner, the complaining party shall provide to the other a written request for correction and notice of intent to exercise its rights under this section setting out the legal and/or factual basis for its reasonable belief that there is a present or an imminent threat to public health or safety.

7.5 Binding Arbitration Procedure.

Subject to prior compliance with the Meet and Confer process set out above in Section 7.1, and the Notice and Response process in Sections 7.2 and 7.3, and except as provided in section 7.4, either party has the right to initiate binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

- 7.5.1 The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall be selected pursuant to such rules; provided that he/she must be a licensed attorney, knowledgeable in federal Indian law. The parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration.
- 7.5.2 The arbitration shall be held in Madera County, California, unless otherwise agreed by the parties. The arbitrator shall be empowered to grant equitable and injunctive relief and specific performance of the terms and conditions of this Agreement. The arbitrator shall not have the power to award punitive damages. The provisions of California Code of Civil Procedure Section 1283.05 are incorporated into, and made a part of this Agreement; provided that no discovery authorized by said section may be conducted without leave of the arbitrator, who shall decide to grant leave based on the need of the requesting party and the burden of such discovery in light of the nature and complexity of the dispute.
- 7.5.3 If either party requests a hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.

7.5.4 The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the parties unless the arbitrator rules otherwise.

7.6 Enforcement; Waiver of Sovereign Immunity.

7.6.1 Any award in an arbitration held pursuant to Section 7.5 may be enforced by bringing an action in the United States District Court for the Eastern District of California, or, if that court finds that it lacks jurisdiction after the County has made reasonable efforts to argue for the jurisdiction of the federal court, an action may be brought in the Superior Court for Madera County.

7.6.2 The Tribe expressly and irrevocably waives its immunity from suit as provided for and limited by this paragraph. This waiver is limited to all arbitration proceedings brought pursuant to Section 7.5, and all actions to compel such arbitration brought pursuant to paragraph 7.6.1.

- (i) The waiver granted herein shall commence as of the date of this MOU and shall continue for one year following the expiration, termination or cancellation hereof, or for the duration of any litigation or dispute resolution proceeding then pending, all appeals therefrom, and the satisfaction of any awards or judgment that may issue from such proceedings, whichever is later
- (ii) This waiver is granted only to the County and not to any other individual or entity.
- (iii) The Tribe hereby waives its sovereign immunity from suit concerning the matters covered by this MOU in accordance with the Resolution of the Tribal Council which is attached to this agreement as Exhibit 5.

8.0 MISCELLANEOUS

8.1 The County will apply for grants from the Special Distribution Fund established by the Tribal/State Gaming Compact for the purpose of reducing the need for direct payments from the Tribe pursuant to this MOU. Any funds received by the County from the Special Distribution Fund shall be credited against the appropriate mitigation amounts or fees required to be paid by the Tribe; provided that if the parties mutually agree that a request for funding from the Special Distribution Fund (i) addresses documented County needs outside the scope of this MOU or (ii) augments the level of service provided by this MOU to satisfy increased or unforeseen needs, the Tribe will actively support the County's request and will not claim a credit against the payments required by this MOU.

- 8.1.1 Reimbursement for County's time working on project. The Tribe recognizes that the County has expended significant amounts of time and money working on the Project prior to the implementation of this MOU. The parties recognize that the State Gaming Compacts have established a state fund to reimburse counties for time spent working on tribal casino projects. The Tribe agrees to support the County in its application to the state fund for reimbursement of County staff costs. The Tribe shall respond to inquiries about the County's application for reimbursement in a manner that is consistent with the Tribe's responsibilities under this paragraph.
- 8.2 The Tribe will administer an industry recognized training program for gaming facility employees who serve alcohol which is designed to help them to identify and prevent intoxication, drunk driving and underage drinking. The training program will present a full range of information, including physiological effects, intervention techniques and legal responsibilities necessary to effectively prevent alcohol-related problems.
- 8.3 Tribal /County Advisory Committee: County and the Tribe agree to establish a permanent committee, to be known as the Tribal County Advisory Committee. The responsibilities of the Committee shall include review of questions related to implementation of this Agreement, proposals for amendments to this Agreement, and concerns over any matter within the scope of this Agreement.
- A. Composition of Committee. The Committee shall be composed of two (2) members of the Madera County Board of Supervisors or their designees, plus two (2) members of the Tribal Council or their designees.
- B. The Committee shall also respond to claims of impacts on nearby wells. In the event that it is clearly determined that an impact is caused solely from the casino wells the matter shall be referred to the Tribe for resolution. In the event that other causes are identified, the matter shall be referred to County or State agencies as deemed appropriate.
- C. Meeting Times. The Committee shall meet on a quarterly basis, or more frequently, according to procedures established by the Committee.
- D. Authority of Committee. The Committee may make recommendations to the Tribe and the County, including amendments to this Agreement, which both parties shall consider before implementing any actions concerning the subject matter of this Agreement.
- E. Notice of any issue arising under this MOU that cannot be settled by the Tribal/County Advisory Committee, shall be served by Certified Mail - Return Receipt Requested on the following representatives of the respective Parties:

FOR THE TRIBE:

The Honorable Dixie Jackson
Tribal Chairperson
46575 Road 417
Coarsegold, California 93614
Telephone: 559-683-6633
Facsimile: 559-683-0599

FOR THE COUNTY:

Office of Madera County Counsel
333 West Olive Avenue
Madera, CA 93637
Telephone: 559-675-7717
Facsimile: 559-675-0214

FOR THE TRIBE:

Monteau, Peebles & Crowell, L.L.P.
1001 2nd Street
Sacramento, California 95814
Telephone: 916-441-2700
Facsimile: 916-441-2067

FOR THE COUNTY:

Board of Supervisors
209 West Yosemite Avenue
Madera, CA 93637
(559) 675-7700

- 8.4 This MOU may be modified or amended only by a written instrument executed by the Tribe and the County, pursuant to the same authorizations used to execute this MOU in its original form.
- 8.5 This MOU is the entire agreement between the parties and supersedes all prior written and oral agreements, if any, with respect to the subject matter hereof.
- 8.6 The invalidity of any provision or portion of this MOU shall not affect the validity of any other provisions of this MOU or the remaining portions of the applicable provisions. If any provision of this MOU is determined invalid which results in the diminution of any payments or financial obligations of the Tribe to the County, then the parties shall use their best efforts to renegotiate the terms of the invalid provisions; in the event that the parties are unable to successfully renegotiate the invalid terms, they shall resolve the matters at issue through the disputed resolution provisions of this MOU.
- 8.7 In the event of a forced delay in the performance by either the Tribe or the County due to acts of God or of the public enemy, acts or inaction of the other party or its employees or agents, strikes, lockouts, unusual delay in transportation, unavailability of materials, fires, floods, catastrophic weather or other natural disasters, epidemics, riots, insurrection, war or unavoidable casualties, the time for performance of such obligations shall be extended for the period of the forced delay.
- 8.8 This MOU shall be for an initial term of five (5) years and shall automatically continue for successive five (5) year terms unless on or before the fourth (4th) anniversary date of any such term, either party gives notice in writing to the other party of its intent to modify the MOU.
- 8.9 Throughout the term of this MOU, the parties agree to exercise good faith and to observe the covenants contained herein.

8.10 The Tribe shall submit this MOU to the United States Department of the Interior for either (1) approval pursuant to 25 U.S.C. § 81, or (2) a written response that this MOU does not require approval under 25 U.S.C. § 81. The County's signature to this MOU is expressly contingent upon the approval called for in this paragraph, and the county has the right to withdraw its support for this MOU if it is not submitted to the Department of the Interior pursuant to this Section or is rejected by the Department of the Interior as unacceptable and unenforceable. The County shall work with the Tribe to secure 25 U.S.C. Section 81 review as promptly as is possible.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of August 28, 2001.

TRIBE:

PICAYUNE RANCHERIA OF
CHUKCHANSI INDIANS

By: *Dixie Jackson*
The Honorable Dixie Jackson, Chairperson

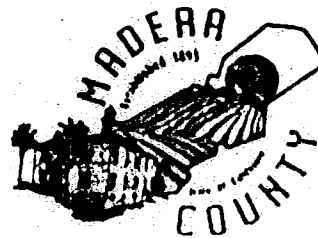
COUNTY:

COUNTY OF MADERA
a Political Subdivision of the
State of California

By: *Ray Deibert*

Its: *Chairman*

Attest:
Bonnie Holiday
Board Clerk



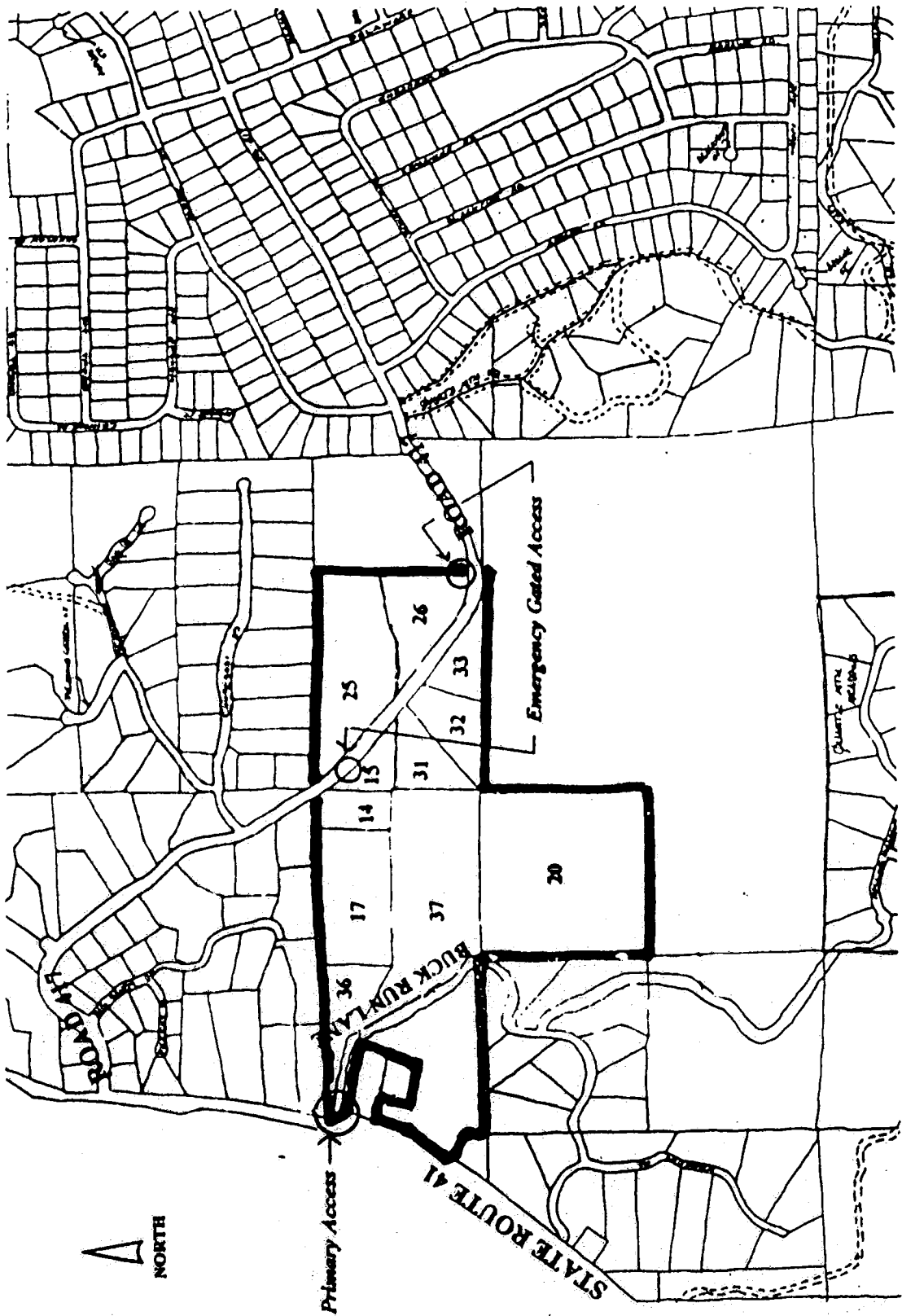


exhibit 1

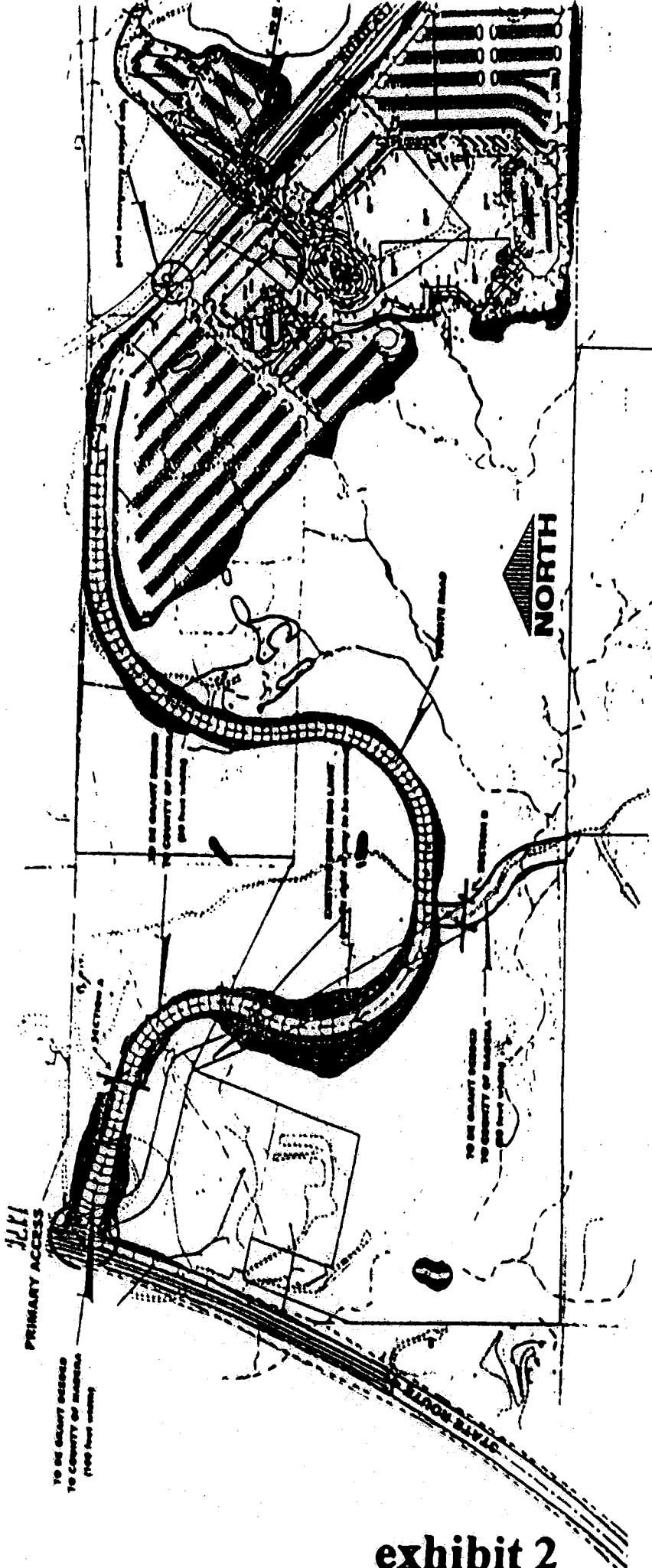
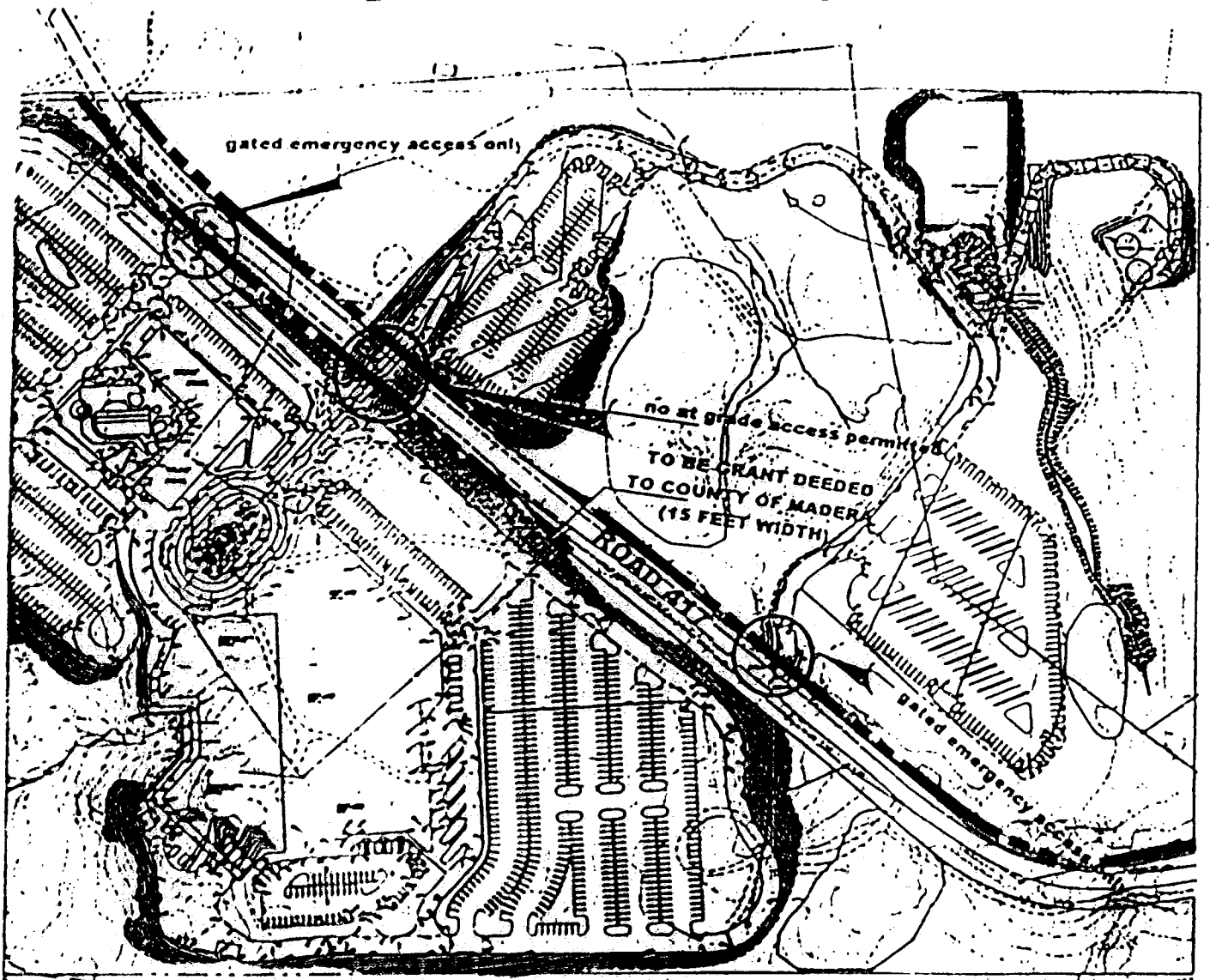


exhibit 2




NORTH



Picayune Rancheria
of the

CHUKCHANSI INDIANS

46575 Road 417 • Coarsegold, CA 93614 • (559) 683-6633 • FAX (559) 683-0599

BEFORE
THE TRIBAL COUNCIL
OF THE CHUKCHANSI INDIANS
OF THE PICAYUNE RANCHERIA

| | | |
|---------------------------|---|--------------------------------|
| In the Matter of |) | Resolution No.: <u>2001-26</u> |
| |) | |
| PICAYUNE RANCHERIA OF THE |) | A RESOLUTION ENTERING INTO A |
| CHUKCHANSI INDIANS |) | MEMORANDUM OF UNDERSTANDING |
| |) | WITH THE COUNTY OF MADERA |
| |) | CONCERNING THE CHUKCHANSI |
| |) | CASINO PROJECT |

WHEREAS. The Picayune Rancheria of the Chukchansi Indians (Tribe) intends to develop and operate a Class III gaming facility pursuant to a compact by and between the State of California and the Tribe, approved by the Secretary of the Interior on Indian lands as provided for the Indian Gaming Regulatory Act; and

WHEREAS. The purpose of the operation of the gaming facility will be to promote tribal economic development, tribal-self-sufficiency and strong tribal government; and

WHEREAS. Congress has found that Indian tribes have an exclusive right to regulate gaming on Indian lands if the gaming activity is not specifically prohibited by federal law and is conducted within a state which does not, as a matter of criminal law and public policy, prohibit such gaming activity; and

WHEREAS. The Tribe has taken appropriate action to determine whether the project will have any significant adverse impacts on the off-reservation environment and will submit all environmental impact reports concerning the proposed project to the state clearing office in the Office of Planning and Research and to the County Board of Supervisors, for distribution to the public; and

WHEREAS. The Tribe has consulted with the Board of Supervisors of Madera County to discuss mitigation of significant adverse off-reservation environmental impacts.

WHEREAS. The Tribe has met with and attended numerous community meetings and has provided an opportunity for comment by members of the public residing off-reservation

within the vicinity of the gaming facility.

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NOW, THEREFORE, IT IS HEREBY RESOLVED by the Tribal Council of the

Chukchansi Indians of the Picayune Rancheria, that said Council approves and enters into a Memorandum of Understanding with the COUNTY OF MADERA addressing off reservation impacts attributable to the casino project as described in Section 1.2 of that Memorandum of Understanding.

The foregoing Resolution was adopted this 27 day of August, 2001, by the following vote:

| | |
|-----------------------|-----|
| Dixie Jackson voted: | yes |
| Morris Reid voted: | yes |
| Irene Waltz voted: | yes |
| Herbert Punkin voted: | yes |
| Beverly Graham voted: | yes |
| Dustin Graham voted: | yes |


Chairman, Tribal Council



Picayune Rancheria
of the

CHUKCHANSI INDIANS

48575 Road 417 • Coarsegold, CA 93614 • (559) 683-8633 • FAX (559) 883-0599

BEFORE
THE TRIBAL COUNCIL OF THE
CHUKCHANSI INDIANS OF THE
PICAYUNE RANCHERIA

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|--------------------|---|--------------------------------|
| In the Matter of |) | Resolution No.: <u>2001-27</u> |
| |) | |
| LIMITED WAIVER OF |) | TRIBAL RESOLUTION OF LIMITED |
| SOVEREIGN IMMUNITY |) | WAIVER OF SOVEREIGN IMMUNITY |
| |) | IN CONJUNCTION WITH THE |
| |) | MEMORANDUM OF UNDERSTANDING |
| |) | WITH MADERA COUNTY |

WHEREAS, the Chukchansi Indians of the Picayune Rancheria (hereinafter the "Tribe") is a federally recognized Indian tribe; and

WHEREAS, the Tribal Council is the governing body of the Tribe; and

WHEREAS, the Tribe desires to enter an agreement with Madera County, California, which is known as the Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding provides for cooperative actions between the Tribe and Madera County in conjunction with the anticipated development by the Tribe of a gaming facility to be operated in accordance with the provisions of the Indian Gaming Regulatory Act of October 17, 1988 (Public Law 100-497), 25 U.S.C. § 2701, et seq ("IGRA"); and

WHEREAS, the Memorandum of Understanding concerns a wide range of issues of concern to the Tribe and Madera County, including law enforcement and fire protection and other related county services, comprehensive mitigation of environmental impacts of the project and compliance with enumerated standards for off reservation building construction and design as provided for under section b.4.2 (B)(c)(d) of the Tribal-State compact, all of which are important to the two parties.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Tribal Council hereby adopts this Resolution of Limited Waiver of Sovereign Immunity through which it waives on a limited basis its sovereign immunity in favor of Madera County in conjunction with the

1 Memorandum of Understanding between the Tribe and Madera County, a copy of which is
2 attached hereto as Exhibit A.

3 **BE IT FURTHER RESOLVED** that the Tribal Council specifically adopts such
4 Memorandum of Understanding and all of its terms.

5 **BE IT FURTHER RESOLVED** that the Tribal Council specifically consents to the
6 enforcement of the terms of the Memorandum of Understanding by Madera County in
7 accordance with the provisions of section 7.5 and section 7.6 and thereof, or otherwise, subject in
8 all cases to the limitations in the memorandum of Understanding.

9 **BE IT FURTHER RESOLVED** that the Tribal Council specifically limits this limited
10 waiver of sovereign immunity to matters arising under and in connection with the Memorandum
11 of Understanding, and for no other purpose.

12 *****

13 The foregoing Resolution was adopted this 27 day of August, 2001, by the following
14 vote:

| | | |
|----|-----------------------|-----|
| 15 | Dixie Jackson voted: | yes |
| 16 | Morris Reid voted: | yes |
| 17 | Irene Waltz voted: | yes |
| 18 | Herbert Punkin voted: | yes |
| 19 | Beverly Graham voted: | yes |
| 20 | Dustin Graham voted: | yes |

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23 
24 Chairman, Tribal Council

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 14th day of February, 2007 (the "Effective Date"), by and between the Picayune Rancheria of Chukchansi Indians, a federally recognized Indian tribe (the "Tribe"), and the County of Madera, a political subdivision of the State of California (the "County") (together the "Parties").

WHEREAS, the Tribe operates a Class III gaming facility, the Chukchansi Gold Resort & Casino (the "Gaming Facility") within the boundaries of the Picayune Rancheria under the terms of a compact entered into between the Tribe and the State of California (the "Compact"); and

WHEREAS, the purpose of the Gaming Facility is to promote the Tribal economic development, self-sufficiency, self-determination, strong Tribal government and the ability to provide services and benefits to Tribal members; and

WHEREAS, the United States holds approximately 111 acres in trust for the benefit of the Tribe adjacent to the Picayune Rancheria, and the Tribe holds other lands in fee outside the boundaries of the Picayune Rancheria which it intends to be taken into trust by the United States for the benefit of the Tribe; and

WHEREAS, the Parties previously entered into a Memorandum of Understanding, dated August 28, 2001 (the "2001 MOU"), various provisions of which have been in dispute; and

WHEREAS, in conjunction with the settlement reached by the Parties of all outstanding disputes, the Parties have determined that it is necessary and appropriate to enter into this new MOU, representing a new era in the government-to-government relationship between the Parties.

NOW, THEREFORE, the Parties agree as follows:

1.0 SCOPE AND APPLICABILITY OF AGREEMENT

- 1.1 The 2001 MOU is rescinded by the Parties, and shall be superseded in its entirety by this MOU.
- 1.2 From time to time the Tribe may decide to expand the Gaming Facility, this MOU shall not be interpreted to give the County any authority or rights with regard to such projects beyond what is guaranteed by federal law, the Compact, and the Tribe's Off-Reservation Environmental Policy Ordinance.

- 1.3 Certain provisions of this MOU, and of the 2001 MOU, are and were dictated by the terms of the Finding of No Significant Impact ("FONSI") issued by the National Indian Gaming Commission ("NIGC") on February 19, 2002 for the original construction and operation of the Gaming Facility. The Parties acknowledge that the Tribe is bound by the terms of the FONSI, but that the NIGC may amend the FONSI upon the reasonable request of the Tribe as the Tribe develops the capacity to provide services which mitigate the off-reservation impacts of the Gaming Facility to replace the mitigation measures identified in the FONSI. The Parties specifically agree that upon development of such mitigation services by the Tribe, the Parties will negotiate in good faith to provide for a corresponding reduction in the payments for such services being made to the County pursuant to the provisions of this MOU.

2.0 LAW ENFORCEMENT

- 2.1 The Tribe shall have the primary responsibility for maintaining order and safety within the boundaries of the Picayune Rancheria and on all lands held in trust by the United States for the benefit of the Tribe, but acknowledges that assistance from the Madera County Sheriff's Department ("MSO") may be required from time to time with respect to the apprehension and arrest of persons engaged in suspected criminal activity. The Tribe and MSO shall meet and confer on a regular basis to update the procedures which enable both entities to respect and assist each other in fulfilling their respective responsibilities as effectively and efficiently as possible.
- 2.2 MSO shall provide one full-time deputy to be available in the vicinity of the Gaming Facility seven days a week, 24 hours per day, and the Tribe agrees to reimburse the County for all actual costs incurred by the County in providing the requested law enforcement, not including service and supply, plus a 12% add-on for County general and administrative burden. This level of staffing will require five deputies. Unless the Parties mutually agree to another payment schedule, the County shall submit an invoice for law enforcement services to the Tribe on a monthly basis and the Tribe shall pay the invoice to the County within thirty (30) days of the receipt thereof.
- 2.3 The MSO shall provide an average response time of less than twenty (20) minutes to calls from the Gaming Facility.
- 2.4 At the request of the Tribe, MSO may agree to provide additional law enforcement and security personnel for special events and functions occurring within the Gaming Facility, within the Rancheria, or on lands held in trust by the United States for the benefit of the Tribe. As to special event services requested by the Tribe, the County will bill the Tribe for the

actual costs of providing such services. The Tribe will pay such bills within 30 days of receipt.

- 2.5 The Parties recognize that the Tribe may develop its own law enforcement capacity within the term of this MOU; with the understanding that to extent the Tribe develops such capacity the personnel shall have training equivalent to that of the MSO. If that should occur, the Parties agree to negotiate a cooperative agreement in good faith which recognizes the authority of the Tribe's law enforcement department, and the criminal jurisdiction delegated to the County pursuant to Public Law 280 (67 Stat. 588). The Parties agree that cross-deputization of the Tribal and County law enforcement personnel shall be included in such negotiations.

3.0 FIRE PROTECTION

- 3.1 The Tribe agrees to reimburse the County for all actual costs of fire protection staffing under this Agreement incurred by the County, plus a 12% add-on for County general and administrative burden. This staffing compensation shall provide for two (2) qualified firefighters seven days a week, 24 hours per day. Labor costs associated with this staffing will be reviewed annually and are subject to annual adjustment in the event of changes in labor contract costs mandated by the director of the California Department of Forestry or by adjustments to the annual published State of California contract rates. Unless the Parties mutually agree to another payment schedule, the County shall submit an invoice for fire protection services to the Tribe on a monthly basis and the Tribe shall pay the invoice to the County within thirty (30) days of the receipt thereof.
- 3.2 The staff and equipment described in Section 3.1 will be located at the Coarsegold CDF station. A new fire station is to be built or purchased near the Project for faster response time. After start of construction on the gaming facility, and in order to permit these resources to be relocated, the Tribe has contributed \$175,000 (of which 50% will be reimbursed to the Tribe by the County as provided herein), toward the construction or purchase by the County of a new fire station within one mile of the Casino. This station will be located on land provided by the County and will consist of at least a 2000 square foot dormitory/office, a 50 by 60 ft. apparatus garage, and other needed infrastructure. The parties have agreed upon a mechanism and schedule for reimbursing the Tribe for 50% (\$87,500.00) of its contribution from future fire mitigation fees collected within this station's primary response area by the County. Once the new fire station is ready for operations the staff and equipment described in Section 3.1 will be relocated to that facility.
- 3.3 The County agrees to discuss and explore joint operations, joint ownership, and Tribal ownership of the station described in Section 3.2.

- 3.4 The Madera County Fire Chief and a representative designated by the Tribe shall develop mutually-agreeable operational plans and procedures for fire and basic emergency medical services to the Casino.

4.0 TRAFFIC AND ROADS

- 4.1 The Tribe has installed and shall continue to maintain a locked gate at the access from the Gaming Facility to County Road 417, and shall permit access only for emergency purposes; provided that the Tribe may use County Road 417 for access to the Gaming Facility for specific reasons of limited duration, if the Tribe gives notice to the MSO when practicable of the time and reason for the access.
- 4.2 The Tribe shall continue to have access to its currently-located Tribal administrative facilities from County Road 417. Tribal administrative facility access will be used for that facility only. Any vehicle access from the Tribal administrative parking lot will be physically separated from the Gaming Facility and/or barred by a fence or other means, provided that Tribal administrative personnel shall be permitted to travel directly from the Tribal administrative parking lot to the Gaming Facility.
- 4.3 The Tribe will maintain Lucky Lane, otherwise known as the paved portion of Buck Run Lane.
- 4.4 In the event the Tribe proposes to develop lands within the Rancheria, and the proposed development involves construction in a County right-of-way, the Tribe agrees to submit a completed application for an Encroachment Permit to the County Road Department. The application will include plans prepared by a California registered civil engineer and any tests or studies deemed necessary by the Road Commissioner or his designee. No construction will begin within the County right-of-way until the Road Commissioner or his designee has approved the plans and issued an Encroachment Permit. The Tribe will pay the appropriate fees and will follow the permit's conditions of approval. Upon completion of construction within the County right-of-way, the Tribe will submit to the County Road Department reproducible as-built plans prepared by either a California registered civil engineer or a California licensed land surveyor, copies of all appropriate tests, and certification from the engineer that all improvements have been built in accordance with County Code.

5.0 WATER

- 5.1 The Parties agree that the work contemplated by the 2001 MOU Section 5.4 concerning the initial collection of water data has been completed, and the Tribe's \$25,000.00 financial obligation therein has been fulfilled.
- 5.2 The Parties agree that the Tribe has contributed \$125,000.00 towards a County water study currently underway and being administered by the County, and that this contribution is a portion of the total \$225,000.00 water study contribution agreed to by the Tribe in the 2001 MOU at Section 5.5.
- 5.3 The Tribe agrees to contribute the remaining \$75,000.00 of the total water study contribution into a trust account where it will accrue interest. The Tribal/County Advisory Committee shall jointly administer the trust account funds to respond to claims that the Gaming Facility operations are impacting wells close to the Picayune Rancheria. Utilizing the funds in the trust account, the Committee shall investigate complaints of impacts on nearby wells and implement practical, physical solutions to any identified water supply issues. The Committee will investigate complaints regarding impacts to wells within 1 mile of any well utilized by the Gaming Facility. If the Committee determines that the Gaming Facility is the sole reason that the offsite well has unpredictably experienced more than a reasonable draw-down of water levels, the Committee is empowered to utilize the trust account funds to rectify the situation by reasonable means, including well relocation, drilling deeper wells, or proposing alternative pumping rates or intervals.

6.0 SOCIAL SERVICES

The Tribe shall make a contribution of \$25,000.00 to the County for each year of the term of this MOU, which contribution shall be used to address problem gambling issues in Madera County as determined by the Madera County Behavioral Health Services working with all appropriate County departments and agencies. Payments shall be made on or after July 1 of each year in response to invoices submitted by the County.

7.0 DISPUTE RESOLUTION/LIMITED WAIVER OF SOVEREIGN IMMUNITY

- 7.1 Should a dispute arise as to the application, interpretation, and enforcement of the terms of this MOU, the Parties agree to submit such dispute to mediation before a mutually agreed upon qualified mediator familiar with Indian Law. The Tribe agrees to a limited waiver of sovereign immunity for purposes of completion of such mediation.
- 7.2 Should mediation be impractical, unavailable, or unsuccessful by virtue of the time sensitivity or nature of the issues in dispute, the Parties agree that

questions of interpretation and enforcement of this MOU shall be submitted to the United States District Court for the Northern District.

- 7.3 The Tribe agrees to a limited waiver of sovereign immunity for the purposes of completion of mediation and enforcement as provided for at Section 3 of the Settlement Agreement and Stipulation to Jurisdiction agreed to by the Parties on February 14, 2007.

8.0 MISCELLANEOUS

- 8.1 So long as the Tribe operates the only tribal gaming facility within Madera County, 60% of any funds received by the County from the Special Distribution Fund shall be credited against mitigation amounts or fees required to be paid by the Tribe to the County, and the remaining 40% shall be distributed by a committee formed under the applicable laws of the State of California. Upon the opening of a gaming facility within Madera County operated by another tribe, the funds received by the County from the Special Distribution Fund shall be distributed by a committee formed under the applicable laws of the State of California.
- 8.2 The Parties have established a permanent committee, known as the Tribal/County Advisory Committee. The responsibilities of the Committee include review of any questions related to the implementation of this MOU, and concerns over any matter within the scope of this MOU.
- 8.2.1 The Committee is comprised of 2 members of the Madera County Board of Supervisors or their designees, and 2 members of the Tribal Council or their designees.
- 8.2.2 The Committee shall administer the trust fund established pursuant to Section 5.3 herein concerning the impacts on wells close to the Gaming Facility.
- 8.2.3 The Committee shall meet quarterly, or more frequently, according to procedures established by the Committee.
- 8.3 This MOU may be modified or amended only by a written instrument executed by the Tribe and the County, pursuant to the same authorizations used to execute this MOU in its original form.
- 8.4 This MOU is the entire agreement between the Parties and supersedes all prior written and oral agreements, if any, with respect to the subject matter hereof.
- 8.5 The invalidity of any provision or portion of this MOU shall not affect the validity of any other provisions of this MOU or the remaining portions of

the applicable provisions. If any provision of this MOU is determined invalid which results in the diminution of any payments or financial obligations of the Tribe to the County, then the Parties shall use their best efforts to renegotiate the terms of the invalid provisions, in the event that the parties are unable to successfully renegotiate the invalid terms, they shall resolve the matters at issue through the dispute resolution provisions of this MOU.

- 8.6 In the event of a forced delay in the performances by either the Tribe or the County due to acts of God or of the public enemy, act or inaction of the other party or its employees or agents, strikes, lockouts, unusual delay in transportation, unavailability of materials, fires, floods, catastrophic weather or other natural disasters, epidemics, riots, insurrection, war, terrorism, unavoidable casualties, the time for performance of such obligations shall be extended for the period of the forced delay.
- 8.7 This MOU shall be for an initial term of five (5) years and shall automatically continue for successive five (5) year terms unless on or before the fourth (4th) anniversary date of any such term, either party gives notice in writing to the other party of its intent to modify the MOU. However, this MOU or a modified successor MOU shall remain in full force and effect until the cessation of all gambling operations on the Picayune Rancheria of the Chukchansi Indians, provided that the County shall have no right to invoke the dispute resolution provisions of this MOU to demand an increase in services.
- 8.8 Throughout the term of this MOU, the Parties agree to exercise good faith and to observe the covenants contained therein.
- 8.9 The County agrees and authorizes the Tribe to conduct an annual audit of all records regarding the County's compliance with and performance of this MOU.
- 8.10 Notice of any issue arising under this MOU that cannot be settled by the Tribal/County Advisory Committee shall be served by Certified Mail-Return Receipt Requested on the following representatives of the respective Parties:

FOR THE TRIBE:

Tribal Chairperson
46575 Road 417
Coarsegold, California 93614
Telephone: 559-642-3681
Facsimile: 559-642-3683

FOR THE COUNTY:

Office of Madera County
Counsel
200 West 4th Street
Madera, CA 93637
Telephone: 559-675-7717
Facsimile: 559-675-0214

FOR THE TRIBE:

John M. Peebles
Monteau & Peebles, LLP
1001 2nd Street
Sacramento, California 95814
Telephone: 916-441-2700
Facsimile: 916-441-2067

FOR THE COUNTY:

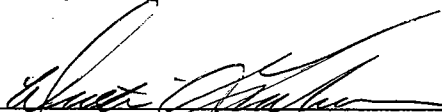
Board of Supervisors
200 West 4th Street
Madera, CA 93637
(559) 675-7700

8.11 The Tribe shall submit this MOU to the United States Department of the Interior for either (1) approval pursuant to 25 U.S.C. § 81 ("§ 81"), or (2) a written response that this MOU does not require approval under § 81. The County's signature to this MOU is expressly contingent upon the approval called for in this paragraph, and the County has the right to withdraw its approval of this MOU if this MOU is not submitted to the Department of the Interior pursuant to this Section, or if this MOU not approved pursuant to § 81. The County shall work with the Tribe to secure § 81 review and, if necessary, approval as promptly as possible.

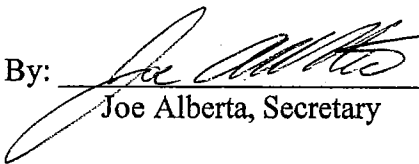
IN WITNESS WHEREOF, the undersigned have executed this MOU.

**PICAYUNE RANCHERIA OF CHUKCHANSI INDIANS,
a federally recognized Indian tribe**

By: _____

 2-14-07
Dustin Graham, Chairman

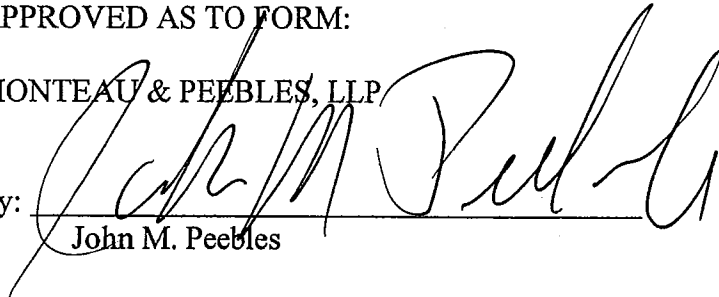
By: _____

 2-14-07
Joe Alberta, Secretary


APPROVED AS TO FORM:

MONTEAU & PEEBLES, LLP

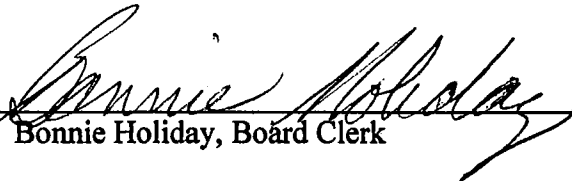
By: _____


John M. Peebles

**COUNTY OF MADERA, a Political Subdivision of
the State of California**

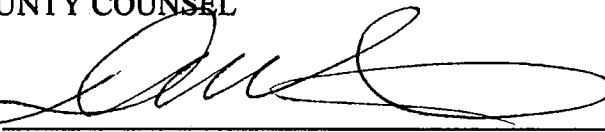
By: 
Vern Moss, Chairman

Attest:

By: 
Bonnie Holiday, Board Clerk

APPROVED AS TO FORM:

COUNTY COUNSEL

By: 
David A. Prentice