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Court-Appointed Mediator

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

Rincon Band of Luiseno Mission Indians of the  
Rincon Reservation,

Plaintiff,

v.

Brown, Edmund G. Jr., Governor of California;  
State of California,

Defendants.

JAMS Ref. No. 1100067948

**ORDER**

Pursuant to the remedial provisions of the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2710(d)(7)(B)(iv), the District Court appointed Edward A. Panelli as the Mediator to select from competing last best offers for a Class III gaming compact submitted by Plaintiff Rincon Band of Luiseno Indians (Tribe) and Defendant State of California (State), the one which best comports with the terms of IGRA, any other applicable federal law, and the findings and Orders of Judge McCurine and the United States Court of appeals for the Ninth Circuit.

Having considered all the briefs, other material submitted by the parties and the oral argument by the parties heard on June 8, 2012, of the two proposed compacts that have been lodged with the Court, the Mediator finds that the one which best comports with IGRA is the one proposed by the Tribe.


Pursuant to 25 U.S.C. § 2710(d)(7)(A)(v), the Mediator hereby submits to the parties the Compact selected pursuant to § 2710(d)(7)(A)(iv), a true and correct copy of which is attached to

this Order.

In the event the State fails to notify the Mediator within sixty-one days of today's date that it has consented to the Compact proposed by the Tribe, then the Mediator, pursuant to 25 U.S.C. § 2710(d)(7)(A)(vi), shall immediately thereafter inform the Secretary of the United States Department of the Interior of its selection.

IT IS SO ORDERED.

Dated: June 13, 2012

  
Justice Edward A. Panelli, Ret.  
Mediator

**RINCON  
BAND'S  
COMPACT PROPOSAL**

## TRIBAL-STATE GAMING COMPACT

Between the RINCON BAND OF LUISENO INDIANS, a federally recognized Indian Tribe, and the STATE OF CALIFORNIA

This Tribal-State Gaming Compact is entered into on a government-to-government basis by and between the Rincon Band of Luiseno Indians, also known as the Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California a federally-recognized sovereign Indian tribe (hereafter "Tribe"), and the State of California, a sovereign State of the United States (hereafter "State"), pursuant to the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, codified at 18 U.S.C. Sec. 1166 et seq. and 25 U.S.C. Sec. 2701 et seq.) (hereafter "IGRA"), and any successor statute or amendments.

### PREAMBLE

A. In 1988, Congress enacted IGRA as the federal statute governing Indian gaming in the United States. The purposes of IGRA are to provide a statutory basis for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments; to provide a statutory basis for regulation of Indian gaming adequate to shield it from organized crime and other corrupting influences; to ensure that the Indian tribe is the primary beneficiary of the gaming operation; to ensure that gaming is conducted fairly and honestly by both the operator and players; and to declare that the establishment of an independent federal regulatory authority for gaming on Indian lands, federal standards for gaming on Indian lands, and a National Indian Gaming Commission are necessary to meet congressional concerns.

B. The system of regulation of Indian gaming fashioned by Congress in IGRA rests on an allocation of regulatory jurisdiction among the three sovereigns involved: the federal government, the state in which a tribe has land, and the tribe itself. IGRA makes Class III gaming activities lawful on the lands of federally-recognized Indian tribes only if such activities are: (1) authorized by a tribal ordinance, (2) located in a state that permits such gaming for any purpose by any person, organization or entity, and (3) conducted in conformity with a gaming compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior.

C. The Tribe is currently operating a tribal gaming casino offering Class III gaming activities on its reservation, which is located in San Diego County of California.

D. The State enters into this Compact out of respect for the sovereignty of the Tribe; in recognition of the historical fact that Indian gaming has become the single largest revenue-producing activity for Indian tribes in the United States; out of a desire to terminate pending "bad faith" litigation between the Tribe and the State; to initiate a new era of tribal-state cooperation in areas of mutual concern; out of a respect for the sentiment of the voters of California who, in approving Proposition 5, expressed their belief that the forms of gaming authorized herein should be allowed; and voter approval of SCA 11 (Proposition 1A) as passed by the California legislature.

E. The exclusive rights that Indian tribes in California, including the Tribe, will enjoy under this Compact create a unique opportunity for the Tribe to operate its Gaming Facility in an economic environment free of competition from the Class III gaming referred to in Section 4.0 of this Compact on non-Indian lands in California. The parties are mindful that this unique environment is of great economic value to the Tribe and the fact that income from Gaming Devices represents a substantial portion of the tribes' gaming revenues. In consideration for the exclusive rights enjoyed by the tribes, and in further consideration for the State's willingness to enter into this Compact, the tribes have agreed to provide to the State, on a sovereign-to-sovereign basis, a portion of its revenue from Gaming Devices. The parties agree that each has provided adequate consideration to the other for the obligations and responsibilities they will assume under the terms of this Compact.

F. The State has a legitimate interest in promoting the purposes of IGRA for all federally-recognized Indian tribes in California, whether gaming or non-gaming. The State contends that it has an equally legitimate sovereign interest in regulating the growth of Class III gaming activities in California. The Tribe and the State share a joint sovereign interest in ensuring that tribal gaming activities are free from criminal and other undesirable elements.

#### Section 1.0. PURPOSES AND OBJECTIVES.

The terms of this Gaming Compact are designed and intended to:

- (a) Evidence the goodwill and cooperation of the Tribe and State in fostering a mutually respectful government-to-government relationship that will serve the mutual interests of the parties.
- (b) Develop and implement a means of regulating Class III gaming, and only Class III gaming, on the Tribe's Indian lands to ensure its fair and honest operation in accordance with IGRA, and through that regulated Class III gaming, enable the Tribe to develop self-sufficiency, promote tribal economic development, and generate jobs and revenues to support the Tribe's government and governmental services and programs.
- (c) Promote ethical practices in conjunction with that gaming, through the licensing and control of persons and entities employed in, or providing goods and services to, the Tribe's Gaming Operation and protecting against the presence or participation of persons whose criminal backgrounds, reputations, character, or associations make them unsuitable for participation in gaming, thereby maintaining a high level of integrity in tribal government gaming.

#### Sec. 2.0. DEFINITIONS.

Sec. 2.1. "Applicant" means an individual or entity that applies for a Tribal license or State certification.

Sec. 2.2. "Association" means an association of California tribal and state gaming regulators, the membership of which comprises up to two representatives from each tribal gaming agency of those tribes with whom the State has a gaming compact under IGRA, and up to two delegates each from the state Division of Gambling Control and the state Gambling Control Commission.

Sec. 2.3. "Class III gaming" means the forms of Class III gaming defined as such in 25 U.S.C. Sec. 2703(8) and by regulations of the National Indian Gaming Commission.

Sec. 2.4. "Gaming Activities" means the Class III gaming activities authorized under this Gaming Compact.

Sec. 2.5. "Gaming Compact" or "Compact" means this compact.

Sec. 2.6. "Gaming Device" means a slot machine, including an electronic, electromechanical, electrical, or video device that, for consideration, permits: individual play with or against that device or the participation in any electronic, electromechanical, electrical, or video system to which that device is connected; the playing of games thereon or therewith, including, but not limited to, the playing of facsimiles of games of chance or skill; the possible delivery of, or entitlement by the player to, a prize or something of value as a result of the application of an element of chance; and a method for viewing the outcome, prize won, and other information regarding the playing of games thereon or therewith.

Sec. 2.7. "Gaming Employee" means any person who (a) operates, maintains, repairs, assists in any Class III gaming activity, or is in any way responsible for supervising such gaming activities or persons who conduct, operate, account for, or supervise any such gaming activity, (b) is in a category under federal or tribal gaming law requiring licensing, (c) is an employee of the Tribal Gaming Agency with access to confidential information, or (d) is a person whose employment duties require or authorize access to areas of the Gaming Facility that are not open to the public.

Sec. 2.8. "Gaming Facility" or "Facility" means any building in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, buildings and areas including, parking lots, and walkways, a principal purpose of which is to serve the activities of the Gaming Operation, but does not include any such facility that merely provides an incidental benefit to the Gaming Operation. Nothing herein prevents the conduct of Class II gaming (as defined under IGRA) within the Facility. The parties intend that all Gaming Facilities shall be within the boundaries of that property as specifically described in Exhibit A to the Compact. The parties agree to negotiate to amend Exhibit A from time to time as appropriate in the event the Tribe desires to remove existing real property or use additional real property for the placement of a Gaming Facility on the Tribe's other Indian lands.

Sec. 2.9. "Gaming Operation" means the business enterprise that offers and operates Class III Gaming Activities, whether exclusively or otherwise.

Sec. 2.10. "Gaming Ordinance" means a tribal ordinance or resolution duly authorizing the conduct of Class III Gaming Activities on the Tribe's Indian lands and approved under IGRA.

Sec. 2.11. "Gaming Resources" means any goods or services provided or used in connection with Class III Gaming Activities, whether exclusively or otherwise, including, but not limited to, equipment, furniture, gambling devices and ancillary equipment, implements of gaming activities such as playing cards and dice, furniture designed primarily for Class III gaming activities, maintenance or security equipment and services, and Class III gaming consulting services. "Gaming Resources" does not include professional accounting and legal services.

Sec. 2.12. "Gaming Resource Supplier" means any person or entity who, directly or indirectly, manufactures, distributes, supplies, vends, leases, or otherwise purveys Gaming Resources to the Gaming Operation or Gaming Facility, provided that the Tribal Gaming Agency may exclude a purveyor of equipment or furniture that is not specifically designed for, and is distributed generally for use other than in connection with, Gaming Activities, if the purveyor is not otherwise a Gaming Resource Supplier as described by Section 6.4.5, the compensation received by the purveyor is not grossly disproportionate to the value of the goods or services provided, and the purveyor is not otherwise a person who exercises a significant influence over the Gambling Operation.

Sec. 2.13. "IGRA" means the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. Sec. 1166 et seq. and 25 U.S.C. Sec. 2701 et seq.) any amendments thereto, and all regulations promulgated thereunder.

Sec. 2.14. "Management Contractor" means any Gaming Resource Supplier with whom the Tribe has contracted for the management of any Gaming Activity or Gaming Facility, including, but not limited to, any person who would be regarded as a management contractor under IGRA.

Sec. 2.15. "Net Win" means "net win" as defined by the American Institute of Certified Public Accountants.

Sec. 2.16. "NIGC" means the National Indian Gaming Commission.

Sec. 2.17. "State" means the State of California or an authorized official or agency thereof.

Sec. 2.18. "State Gaming Agency" means the entities authorized to investigate, approve, and regulate gaming licenses pursuant to the Gambling Control Act (Chapter 5 (commencing with Section 19800) of Division 8 of the Business and Professions Code).

Sec. 2.19. "Tribal Chairperson" means the person duly elected or selected under the Tribe's organic documents, customs, or traditions to serve as the primary spokesperson for the Tribe.

Sec. 2.20. "Tribal Gaming Agency" means the person, agency, board, committee, commission, or council designated under tribal law, including, but not limited to, an intertribal gaming regulatory agency approved to fulfill those functions by the National Indian Gaming

Commission, as primarily responsible for carrying out the Tribe's regulatory responsibilities under IGRA and the Tribal Gaming Ordinance. No person employed in, or in connection with, the management, supervision, or conduct of any gaming activity may be a member or employee of the Tribal Gaming Agency.

Sec. 2.21. "Tribe" means the Rincon Band of Luiseno Indians, formally known as the Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California, a federally-recognized Indian tribe, or an authorized official or agency thereof.

Sec. 3.0 CLASS III GAMING AUTHORIZED AND PERMITTED. The Tribe is hereby authorized and permitted to engage in only the Class III Gaming Activities expressly referred to in Section 4.0 and shall not engage in Class III gaming that is not expressly authorized in that Section.

Sec. 4.0. SCOPE OF CLASS III GAMING.

Sec. 4.1. Authorized and Permitted Class III gaming. The Tribe is hereby authorized and permitted to operate the following Gaming Activities under the terms and conditions set forth in this Gaming Compact:

- (a) The operation of Gaming Devices.
- (b) Any banking or percentage card game.
- (c) The operation of any devices or games that are authorized under state law to the California State Lottery, provided that the Tribe will not offer such games through use of the Internet unless others in the state are permitted to do so under state and federal law.
- (d) If the State of California amends its laws to permit virtual poker games on the Internet and such gaming is consistent with the laws of the United States, then nothing in this Compact shall be interpreted to authorize or prevent the Tribe from owning and operating on the Tribe's Indian lands an Internet gaming website offering virtual poker in the State of California.
- (e) Nothing herein shall be construed to preclude negotiation of a separate compact governing the conduct of off-track wagering at the Tribe's Gaming Facility.

Sec. 4.2. Authorized Gaming Facility. The Tribe may establish and operate not more than one Gaming Facility, and only on those Indian lands on which gaming may lawfully be conducted under the Indian Gaming Regulatory Act. The Tribe may combine and operate in its Gaming Facility any forms and kinds of gaming permitted under law, except to the extent limited under IGRA, this Compact, or the Tribe's Gaming Ordinance.

Sec. 4.3. Authorized Gaming Devices

Sec. 4.3.1 The Tribe may operate no more than two thousand two hundred fifty (2,250) Gaming Devices subject to the following terms and conditions:

- (a) The Tribe shall make payment to the State to reimburse the State's costs, as set forth in Section 5.1;
- (b) The Tribe shall make payment into the Special Distribution Fund, as set forth in Sections 5.2 and 5.4 for that certain number of Gaming Devices operated by the Tribe on September 1, 1999; and
- (c) The Tribe shall make payment into the Revenue Sharing Trust fund, as set forth in Section 4.3.2.1 for that certain highest number of Gaming Devices operated in the Gaming Facility in the previous quarter.

Sec. 4.3.2. Revenue Sharing with Non-Gaming Tribes and Limited-Gaming Tribes.

For the purposes of this Section 4.3.2, the following definitions apply:

(a) The "Revenue Sharing Trust Fund" is a fund created by the Legislature and administered by the State Gaming Agency, as trustee, with no duties or obligations except as set forth in this Amended Compact, for the receipt, deposit, and distribution of monies paid by gaming tribes for the benefit of Non-Gaming Tribes and Limited-Gaming Tribes. The State Gaming Agency shall have no discretion with respect to the use or disbursement by recipient tribes of the Revenue Sharing Trust Fund monies. Its authority shall be to serve as a depository of the trust funds and to allocate and disburse them on a quarterly basis to eligible Non-Gaming and Limited-Gaming Tribes as specified by the Legislature. Each eligible Non-Gaming Tribe and Limited-Gaming Tribe in the State shall receive the sum of \$1.1 million per year. In the event there are insufficient monies in the Revenue Sharing Trust Fund to pay \$1.1 million per year to each eligible Non-Gaming Tribe and Limited-Gaming Tribe, any available monies in that fund shall be distributed to eligible Non-Gaming Tribes and Limited-Gaming Tribes in equal shares. Monies in excess of the amount necessary to distribute \$1.1 million to each eligible Non-Gaming Tribe and Limited-Gaming Tribe shall remain in the Revenue Sharing Trust Fund available for disbursement in future years. In no event shall the State's general fund be obligated to make up any shortfall in the Revenue Sharing Trust Fund or to pay any unpaid claims connected therewith, and, notwithstanding any provision of law, including any existing provision of law implementing the State Gaming Agency's obligations related to the Revenue Sharing Trust Fund under any Class III Gaming compact, Non-Gaming Tribes and Limited-Gaming Tribes are not third party beneficiaries of this Amended Compact and shall have no right to seek any judicial order compelling disbursement of any Revenue Sharing Trust monies to them.

(b) A "Non-Gaming Tribe" is a federally recognized tribe in California, with or without a tribal-state Class III Gaming compact, that has not engaged in, or offered, class II gaming or Class III Gaming in any location whether within or without California, as of

the date of distribution to such tribe from the Revenue Sharing Trust Fund or during the immediately preceding three hundred sixty-five (365) days.

(c) A "Limited-Gaming Tribe" is a federally recognized tribe in California that has a Class III Gaming compact with the State but is operating fewer than a combined total of three hundred fifty (350) Gaming Devices in all of its gaming operations wherever located, or does not have a Class III Gaming compact but is operating class II gaming, whether within or without California, during the immediately preceding three hundred sixty-five (365) days.

**Sec. 4.3.2.1. Revenue Sharing Trust Fund Fee Schedule.**

The Tribe shall pay into the Revenue Sharing Trust Fund, on a quarterly basis, in the following amounts:

Number of Gaming Devices	Fee Per Device Per Quarter/Annum
1 - 700	\$0.00/ \$0.00
701 - 1,100	\$225/\$900
1,101 - 1,600	\$487.50/1,950
1,601 and above	\$1,087.50/4,350

**Sec. 4.3.2.2.** The Tribe shall not conduct any Gaming Activity authorized by this Compact if the Tribe is more than two quarterly contributions in arrears in its fee payments to the Revenue Sharing Trust Fund.

**Sec. 4.3.2.3.** The existing 1,650 Gaming Device licenses issued by the California Gambling Control Commission to the Tribe shall be deemed to be valid and in effect for the term of this Compact.

**Sec 5.0 COST REIMBURSEMENT AND REVENUE DISTRIBUTION**

**Sec. 5.1 Cost Reimbursement to State.**

The Tribe shall pay to the State on a pro rata basis the actual and reasonable 25 U.S.C. § 2710(d)(3)(C) costs the State incurs for the performance of all its duties under this Compact (Costs) as established by the monies appropriated in the annual Budget Act for the performance of their duties under the Compacts each fiscal year for the California Gambling Control Commission, the California Department of Justice, the Office of the Governor and the California Department of Alcohol and Drug Programs, Office of Problem Gambling, or any agency or agencies the State designates as a successor to them. The Costs and maximum number of Gaming Devices operated by all federally recognized tribes in California pursuant to tribal-state

Class III gaming compacts determined to be in operation during the previous State fiscal year shall be reported annually by the State Gaming Agency to the Tribe on December 15. The Tribe's pro rata share of the State's Costs in any given year this Compact is in effect shall be calculated by the following equation:

The maximum number of Gaming Devices operated in the Gaming Facility for the previous fiscal year as determined by the State Gaming Agency, divided by the maximum number of Gaming Devices operated by all federally recognized tribes in California pursuant to tribal-state Class III gaming compacts during the previous fiscal year, multiplied by Costs, equals pro rata share; provided that in no event shall any increase in the pro rata share exceed the cost of inflation (as determined by the Consumer Price Index for All Urban Consumers (CPI-U), reported by the United States Department of Labor, Bureau of Labor Statistics) for that fiscal year plus three percent (3%) over the prior year's share.

(a) Beginning the first full quarter after the Compact becomes effective, the Tribe shall pay its pro rata share into a Fund identified by the State. The payment shall be made in four equal quarterly installments at the end of each calendar quarter; provided, however, that in the event this Compact becomes effective during a calendar quarter, payment shall be prorated for the number of days remaining in that initial quarter, in addition to any remaining full quarters to obtain a full year of full quarterly payments of the Tribe's pro rata share specified above. A payment year will run from January through December.

(b) The designated fund shall not be the State General Fund.

(c) If the Tribe objects to the State's determination of Costs, the matter shall be resolved in accordance with the dispute resolution provisions of Section 9.0. Any Costs determination challenged by the Tribe shall govern pending conclusion of the dispute resolution process.

Sec. 5.2. Special Distribution Fund.

(a) The Tribe shall make contributions to the Special Distribution Fund created by the Legislature, in accordance with the following schedule, but only with respect to the number of Gaming Devices operated by the Tribe on September 1, 1999:

Number of Terminals in Quarterly	Percent of Average Gaming Device
Device Base	Net Win
1 – 200	0%
201 – 500	7%
501 – 1000	7% applied to the excess over 200 terminals,

up to 500 terminals plus 10% applied to terminals over 500 terminals, up to 1000 terminals.

1000+

7% applied to excess over 200, up to 500 terminals, plus 10% applied to terminals over 500, up to 1000 terminals, plus 13% applied to the excess above 1000 terminals.

(b) The first transfer to the Special Distribution Fund of its share of the gaming revenue shall be made at the conclusion of the first calendar quarter following the second anniversary date of the effective date of this Compact.

Sec. 5.3. Use of funds. The State's share of the Gaming Device revenue shall be placed in the Special Distribution Fund, available for appropriation by the Legislature for the following purposes: (a) grants, including any administrative costs, for programs designed to address gambling addiction; (b) grants, including any administrative costs, for the support of state and local government agencies impacted by tribal government gaming; (c) compensation for regulatory costs incurred by the State Gaming Agency and the state Department of Justice in connection with the implementation and administration of the Compact; (d) payment of shortfalls that may occur in the Revenue Sharing Trust Fund; and (e) any other purposes specified by the Legislature. It is the intent of the parties that Compact Tribes will be consulted in the process of identifying purposes for grants made to local governments.

Sec. 5.4. (a) The quarterly contributions due under Section 5.2, subdivision (a), shall be determined and made not later than the thirtieth (30th) day following the end of each calendar quarter by first determining the total number of all Gaming Devices operated by a Tribe during a given quarter ("Quarterly Device Base"). The "Average Device Net Win" is calculated by dividing the total Net Win from all terminals during the quarter by the Quarterly Terminal Base.

(b) Any quarterly contribution not paid on or before the date on which such amount is due shall be deemed overdue. If any quarterly contribution under Section 5.2, subdivision (a) is overdue to the Special Distribution Fund, the Tribe shall pay to the Special Distribution Fund, in addition to the overdue quarterly contribution, interest on such amount from the date the quarterly contribution was due until the date such quarterly contribution (together with interest thereon) was actually paid at the rate of 1.0% per month or the maximum rate permitted by state law, whichever is less. Entitlement to such interest shall be in addition to any other remedies the State may have.

(c) At the time each quarterly contribution is made, the Tribe shall submit to the State a report (the "Quarterly Contribution Report") certified by an authorized representative of the Tribe reflecting the Quarterly Device Base, the Net Win from all terminals in the Quarterly Device Base (broken down by Gaming Device), and the Average Device Net Win.

(d) If the State causes an audit to be made pursuant to subdivision (c), and the Average Device Net Win for any quarter as reflected on such quarter's Quarterly Contribution Reports is found to be understated, the State will promptly notify the Tribe, and the Tribe will either accept the difference or provide a reconciliation satisfactory to the State. If the Tribe accepts the difference or does not provide a reconciliation satisfactory to the State, the Tribe must immediately pay the amount of the resulting deficiencies in the quarterly contribution plus interest on such amounts from the date they were due at the rate of 1.0% per month or the maximum rate permitted by applicable law, whichever is less.

(e) The Tribe shall not conduct Class III gaming if more than two quarterly contributions to the Special Distribution Fund are overdue.

Sec. 6.0. LICENSING.

Sec. 6.1. Gaming Ordinance and Regulations. All Gaming Activities conducted under this Gaming Compact shall, at a minimum, comply with a Gaming Ordinance duly adopted by the Tribe and approved in accordance with IGRA, and with all rules, regulations, procedures, specifications, and standards duly adopted by the Tribal Gaming Agency.

Sec. 6.2. Tribal Ownership, Management, and Control of Gaming Operation. The Gaming Operations authorized under this Gaming Compact shall be owned solely by the Tribe.

Sec. 6.3. Prohibition Regarding Minors.

(a) Except as provided in subdivision (b), the Tribe shall not permit persons under the age of 18 years to be present in any room in which Class III Gaming Activities are being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.

(b) If the Tribe permits the consumption of alcoholic beverages in the Gaming Facility, the Tribe shall prohibit persons under the age of 21 years from being present in any area in which Class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the state Department of Alcoholic Beverage Control.

Sec. 6.4. Licensing Requirements and Procedures.

Sec. 6.4.1. Summary of Licensing Principles. All persons in any way connected with the Gaming Operation or Facility who are required to be licensed or to submit to a background investigation under IGRA, and any others required to be licensed under this Gaming Compact, including, but not limited to, all Gaming Employees and Gaming Resource Suppliers, and any other person having a significant influence over the Gaming Operation must be licensed by the Tribal Gaming Agency. The parties intend that the licensing process provided for in this Gaming Compact shall involve joint cooperation between the Tribal Gaming Agency and the State Gaming Agency, as more particularly described herein.

Sec. 6.4.2. Gaming Facility.

(a) The Gaming Facility authorized by this Gaming Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Gaming Compact, the Tribal Gaming Ordinance, and IGRA. The license shall be reviewed and renewed, if appropriate, every two years thereafter. Verification that this requirement has been met shall be provided by the Tribe to the State Gaming Agency every two years. The Tribal Gaming Agency's certification to that effect shall be posted in a conspicuous and public place in the Gaming Facility at all times.

(b) In order to protect the health and safety of all Gaming Facility patrons, guests, and employees, the Gaming Facility the Tribe constructed after the effective date of this Gaming Compact, and all expansions or modifications to the Gaming Facility in operation as of the effective date of this Compact, shall meet the building and safety codes of the Tribe, which, as a condition for engaging in that construction, expansion, modification, or renovation, shall amend its existing building and safety codes if necessary, or enact such codes if there are none, so that they meet the standards of either the building and safety codes of any county within the boundaries of which the site of the Facility is located, or the Uniform Building Codes, including all uniform fire, plumbing, electrical, mechanical, and related codes then in effect provided that nothing herein shall be deemed to confer jurisdiction upon any county or the State with respect to any reference to such building and safety codes. Any such construction, expansion or modification will also comply with the federal Americans with Disabilities Act, P.L. 101-336, as amended, 42 U.S.C. § 12101 et seq.

(c) The Gaming Facility in which gaming authorized by this Gaming Compact is conducted shall be issued a certificate of occupancy by the Tribal Gaming Agency prior to occupancy if it was not used for any Gaming Activities under IGRA prior to the effective date of this Gaming Compact, or, if it was so used, within one year thereafter. The issuance of this certificate shall be reviewed for continuing compliance every two years thereafter. Inspections by qualified building and safety experts shall be conducted under the direction of the Tribal Gaming Agency as the basis for issuing any certificate hereunder. The Tribal Gaming Agency shall determine and certify that, as to new construction or new use for gaming, the Facility meets the Tribe's building and safety code, or, as to facilities or portions of facilities that were used for the Tribe's Gaming Activities prior to this Gaming Compact, that the facility or portions thereof do not endanger the health or safety of occupants or the integrity of the Gaming Operation. The Tribe will not offer Class III gaming in a Facility that is constructed or maintained in a manner that endangers the health or safety of occupants or the integrity of the gaming operation.

(d) The State shall designate an agent or agents to be given reasonable notice of each inspection by the Tribal Gaming Agency's experts, which state agents may accompany any such inspection. The Tribe agrees to correct any Gaming Facility condition noted in an inspection that does not meet the standards set forth in subdivisions (b) and (c). The Tribal Gaming Agency and the State's designated agent or agents shall exchange any

reports of an inspection within 10 days after completion of the report, which reports shall also be separately and simultaneously forwarded by both agencies to the Tribal Chairperson. Upon certification by the Tribal Gaming Agency's experts that a Gaming Facility meets applicable standards, the Tribal Gaming Agency shall forward the experts' certification to the State within 10 days of issuance. If the State's agent objects to that certification, the Tribe shall make a good faith effort to address the State's concerns, but if the State does not withdraw its objection, the matter will be resolved in accordance with the dispute resolution provisions of Section 9.0.

**Sec. 6.4.3. Suitability Standard Regarding Gaming Licenses.** In reviewing an application for a gaming license, and in addition to any standards set forth in the Tribal Gaming Ordinance, the Tribal Gaming Agency shall consider whether issuance of the license is inimical to public health, safety, or welfare, and whether issuance of the license will undermine public trust that the Tribe's Gaming Operations, or tribal government gaming generally, are free from criminal and dishonest elements and would be conducted honestly. A license may not be issued unless, based on all information and documents submitted, the Tribal Gaming Agency is satisfied that the applicant is all of the following, in addition to any other criteria in IGRA or the Tribal Gaming Ordinance:

- (a) A person of good character, honesty, and integrity.
- (b) A person whose prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest or to the effective regulation and control of gambling, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the conduct of gambling, or in the carrying on of the business and financial arrangements incidental thereto.
- (c) A person who is in all other respects qualified to be licensed as provided in this Gaming Compact, IGRA, the Tribal Gaming Ordinance, and any other criteria adopted by the Tribal Gaming Agency or the Tribe. An applicant shall not be found to be unsuitable solely on the ground that the applicant was an employee of a tribal gaming operation in California that was conducted prior to the effective date of this Compact.

**Sec. 6.4.4. Gaming Employees.**

- (a) Every Gaming Employee shall obtain, and thereafter maintain current, a valid tribal gaming license, which shall be subject to biennial renewal; provided that in accordance with Section 6.4.9, those persons may be employed on a temporary or conditional basis pending completion of the licensing process.
- (b) Except as provided in subdivisions (c) and (d), the Tribe will not employ or continue to employ, any person whose application to the State Gaming Agency for a determination of suitability, or for a renewal of such a determination, has been denied or has expired without renewal.
- (c) Notwithstanding subdivision (a), the Tribe may retain in its employ a person whose application for a determination of suitability, or for a renewal of such a

determination, has been denied by the State Gaming Agency, if: (i) the person holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially; (ii) the denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability; (iii) the person is not an employee or agent of any other gaming operation; and (iv) the person has been in the continuous employ of the Tribe for at least three years prior to the effective date of this Compact.

(d) (1) Notwithstanding subdivision (a), the Tribe may employ or retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if the person is an enrolled member of the Tribe, as defined in this subdivision, and if (A) the person holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially; (B) the denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability; and (C) the person is not an employee or agent of any other gaming operation.

(2) For purposes of this subdivision, "enrolled member" means a person who is either (A) a person certified by the Tribe as having been a member of the Tribe for at least five (5) years; or (B) a holder of confirmation of membership issued by the Bureau of Indian Affairs; or (C), if the Tribe has 100 or more enrolled members as of the date of execution of this Compact, a person certified by the Tribe as being a member pursuant to criteria and standards specified in a tribal Constitution that has been approved by the Secretary of the Interior.

(e) Nothing herein shall be construed to relieve any person of the obligation to apply for a renewal of a determination of suitability as required by Section 6.5.6.

**Sec. 6.4.5. Gaming Resource Supplier.** Any Gaming Resource Supplier who, directly or indirectly, provides, has provided, or is deemed likely to provide at least twenty-five thousand dollars (\$25,000) in Gaming Resources in any 12-month period, or who has received at least twenty-five thousand dollars (\$25,000) in any consecutive 12-month period within the 24-month period immediately preceding application, shall be licensed by the Tribal Gaming Agency prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any such Gaming Resources to or in connection with the Tribe's Operation or Facility. These licenses shall be reviewed at least every two years for continuing compliance. In connection with such a review, the Tribal Gaming Agency shall require the Supplier to update all information provided in the previous application. For purposes of Section 6.5.2, such a review shall be deemed to constitute an application for renewal. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of Gaming Resources with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. Any agreement between the Tribe and a Gaming Resource

Supplier shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of, or payment for services or materials received up to, the date of termination, upon revocation or non-renewal of the Supplier's license by the Tribal Gaming Agency based on a determination of unsuitability by the State Gaming Agency.

Sec. 6.4.6. Financial Sources. Any person extending financing, directly or indirectly, to the Tribe's Gaming Facility or Gaming Operation shall be licensed by the Tribal Gaming Agency prior to extending that financing, provided that any person who is extending financing at the time of the execution of this Compact shall be licensed by the Tribal Gaming Agency within ninety (90) days of such execution. These licenses shall be reviewed at least every two years for continuing compliance. In connection with such a review, the Tribal Gaming Agency shall require the Financial Source to update all information provided in the previous application. For purposes of Section 6.5.2, such a review shall be deemed to constitute an application for renewal. Any agreement between the Tribe and a Financial Source shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the Financial Source's license by the Tribal Gaming Agency based on a determination of unsuitability by the State Gaming Agency. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of financing with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. A Gaming Resource Supplier who provides financing exclusively in connection with the sale or lease of Gaming Resources obtained from that Supplier may be licensed solely in accordance with licensing procedures applicable, if at all, to Gaming Resource Suppliers. The Tribal Gaming Agency may, at its discretion, exclude from the licensing requirements of this section, financing provided by a federally regulated or state-regulated bank, savings and loan, or other federally- or state-regulated lending institution; or any agency of the federal, state, or local government; or any investor who, alone or in conjunction with others, holds less than 10% of any outstanding indebtedness evidenced by bonds issued by the Tribe.

Sec. 6.4.7. Processing Tribal Gaming License Applications. Each applicant for a tribal gaming license shall submit the completed application along with the required information and an application fee, if required, to the Tribal Gaming Agency in accordance with the rules and regulations of that agency. At a minimum, the Tribal Gaming Agency shall require submission and consideration of all information required under IGRA, including Section 556.4 of Title 25 of the Code of Federal Regulations, for licensing primary management officials and key employees. For applicants who are business entities, these licensing provisions shall apply to the entity as well as: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who owns more than 10 percent of the shares of the corporation, if a corporation; and (v) each person or entity (other than a financial institution that the Tribal Gaming Agency has determined does not require a license under the preceding section) that, alone or in combination with others, has provided financing in connection with any gaming authorized under this Gaming Compact, if that person or entity provided more than 10 percent of (a) the

start-up capital, (b) the operating capital over a 12-month period, or (c) a combination thereof. For purposes of this Section, where there is any commonality of the characteristics identified in clauses (i) to (v), inclusive, between any two or more entities, those entities may be deemed to be a single entity. Nothing herein precludes the Tribe or Tribal Gaming Agency from requiring more stringent licensing requirements.

**Sec. 6.4.8. Background Investigations of Applicants.** The Tribal Gaming Agency shall conduct or cause to be conducted all necessary background investigations reasonably required to determine that the applicant is qualified for a gaming license under the standards set forth in Section 6.4.3, and to fulfill all requirements for licensing under IGRA, the Tribal Gaming Ordinance, and this Gaming Compact. The Tribal Gaming Agency shall not issue other than a temporary license until a determination is made that those qualifications have been met. In lieu of completing its own background investigation, and to the extent that doing so does not conflict with or violate IGRA or the Tribal Gaming Ordinance, the Tribal Gaming Agency may contract with the State Gaming Agency for the conduct of background investigations, may rely on a state certification of non-objection previously issued under a gaming compact involving another tribe, or may rely on a State gaming license previously issued to the applicant, to fulfill some or all of the Tribal Gaming Agency's background investigation obligation. An applicant for a tribal gaming license shall be required to provide releases to the State Gaming Agency to make available to the Tribal Gaming Agency background information regarding the applicant. The State Gaming Agency shall cooperate in furnishing to the Tribal Gaming Agency that information, unless doing so would violate any agreement the State Gaming Agency has with a source of the information other than the applicant, or would impair or impede a criminal investigation, or unless the Tribal Gaming Agency cannot provide sufficient safeguards to assure the State Gaming Agency that the information will remain confidential or that provision of the information would violate state or federal law. If the Tribe adopts an ordinance confirming that Article 6 (commencing with section 11140) of Chapter 1 of Title 1 of Part 4 of the California Penal Code is applicable to members, investigators, and staff of the Tribal Gaming Agency, and those members, investigators, and staff thereafter comply with that ordinance, then, for purposes of carrying out its obligations under this Section, the Tribal Gaming Agency shall be considered to be an entity entitled to receive state summary criminal history information within the meaning of subdivision (b)(12) of section 11105 of the California Penal Code. The California Department of Justice shall provide services to the Tribal Gaming Agency through the California Law Enforcement Telecommunications System (CLETS), subject to a determination by the CLETS advisory committee that the Tribal Gaming Agency is qualified for receipt of such services, and on such terms and conditions as are deemed reasonable by that advisory committee.

**Sec. 6.4.9. Temporary Licensing of Gaming Employees.** Notwithstanding anything herein to the contrary, if the applicant has completed a license application in a manner satisfactory to the Tribal Gaming Agency, and that agency has conducted a preliminary background investigation, and the investigation or other information held by that agency does not indicate that the applicant has a criminal history or other information in his or her background that would either automatically disqualify the applicant from obtaining a license or cause a reasonable person to investigate further before issuing a license, or is otherwise unsuitable for licensing, the Tribal Gaming Agency may issue a temporary license and may impose such specific conditions thereon pending completion of the applicant's background investigation, as the Tribal Gaming Agency in

its sole discretion shall determine. Special fees may be required by the Tribal Gaming Agency to issue or maintain a temporary license. A temporary license shall remain in effect until suspended or revoked, or a final determination is made on the application. At any time after issuance of a temporary license, the Tribal Gaming Agency may suspend or revoke it in accordance with Sections 6.5.1 or 6.5.5, and the State Gaming Agency may request suspension or revocation in accordance with subdivision (d) of Section 6.5.6. Nothing herein shall be construed to relieve the Tribe of any obligation under Part 558 of Title 25 of the Code of Federal Regulations.

Sec. 6.5. Gaming License Issuance. Upon completion of the necessary background investigation, the Tribal Gaming Agency may issue a license on a conditional or unconditional basis. Nothing herein shall create a property or other right of an applicant in an opportunity to be licensed, or in a license itself, both of which shall be considered to be privileges granted to the applicant in the sole discretion of the Tribal Gaming Agency.

Sec. 6.5.1. Denial, Suspension, or Revocation of Licenses.

(a) Any application for a gaming license may be denied, and any license issued may be revoked, if the Tribal Gaming Agency determines that the application is incomplete or deficient, or if the applicant is determined to be unsuitable or otherwise unqualified for a gaming license. Pending consideration of revocation, the Tribal Gaming Agency may suspend a license in accordance with Section 6.5.5. All rights to notice and hearing shall be governed by tribal law, as to which the applicant will be notified in writing along with notice of an intent to suspend or revoke the license.

(b) (i) Except as provided in paragraph (ii) below, upon receipt of notice that the State Gaming Agency has determined that a person would be unsuitable for licensure in a gambling establishment subject to the jurisdiction of the State Gaming Agency, the Tribal Gaming Agency shall promptly revoke any license that has theretofore been issued to the person; provided that the Tribal Gaming Agency may, in its discretion, re-issue a license to the person following entry of a final judgment reversing the determination of the State Gaming Agency in a proceeding in state court conducted pursuant to section 1085 of the California Civil Code.

(ii) Notwithstanding a determination of unsuitability by the State Gaming Agency, the Tribal Gaming Agency may, in its discretion, decline to revoke a tribal license issued to a person employed by the Tribe pursuant to Section 6.4.4(c) or Section 6.4.4(d).

Sec. 6.5.2. Renewal of Licenses; Extensions; Further Investigation. The term of a tribal gaming license shall not exceed two years, and application for renewal of a license must be made prior to its expiration. Applicants for renewal of a license shall provide updated material as requested, on the appropriate renewal forms, but, at the discretion of the Tribal Gaming Agency, may not be required to resubmit historical data previously submitted or that is otherwise available to the Tribal Gaming Agency. At the discretion of the Tribal Gaming Agency, an additional background investigation may be required at any time if the Tribal Gaming Agency determines the need for further information concerning the applicant's continuing suitability or eligibility for a license. Prior to renewing a license, the Tribal Gaming Agency shall deliver to

the State Gaming Agency copies of all information and documents received in connection with the application for renewal.

**Sec. 6.5.3. Identification Cards.** The Tribal Gaming Agency shall require that all persons who are required to be licensed wear, in plain view at all times while in the Gaming Facility, identification badges issued by the Tribal Gaming Agency. Identification badges must display information including, but not limited to, a photograph and an identification number that is adequate to enable agents of the Tribal Gaming Agency to readily identify the person and determine the validity and date of expiration of his or her license.

**Sec. 6.5.4. Fees for Tribal License.** The fees for all tribal licenses shall be set by the Tribal Gaming Agency.

**Sec. 6.5.5. Suspension of Tribal License.** The Tribal Gaming Agency may summarily suspend the license of any employee if the Tribal Gaming Agency determines that the continued licensing of the person or entity could constitute a threat to the public health or safety or may violate the Tribal Gaming Agency's licensing or other standards. Any right to notice or hearing in regard thereto shall be governed by Tribal law.

**Sec. 6.5.6. State Certification Process.**

(a) Upon receipt of a completed license application and a determination by the Tribal Gaming Agency that it intends to issue the earlier of a temporary or permanent license, the Tribal Gaming Agency shall transmit to the State Gaming Agency a notice of intent to license the applicant, together with all of the following: (i) a copy of all tribal license application materials and information received by the Tribal Gaming Agency from the applicant; (ii) an original set of fingerprint cards; (iii) a current photograph; and (iv) except to the extent waived by the State Gaming Agency, such releases of information, waivers, and other completed and executed forms as have been obtained by the Tribal Gaming Agency. Except for an applicant for licensing as a non-key Gaming Employee, as defined by agreement between the Tribal Gaming Agency and the State Gaming Agency, the Tribal Gaming Agency shall require the applicant also to file an application with the State Gaming Agency, prior to issuance of a temporary or permanent tribal gaming license, for a determination of suitability for licensure under the California Gambling Control Act. Investigation and disposition of that application shall be governed entirely by state law, and the State Gaming Agency shall determine whether the applicant would be found suitable for licensure in a gambling establishment subject to that Agency's jurisdiction. Additional information may be required by the State Gaming Agency to assist it in its background investigation, provided that such State Gaming Agency requirement shall be no greater than that which may be required of applicants for a State gaming license in connection with nontribal gaming activities and at a similar level of participation or employment. A determination of suitability is valid for the term of the tribal license held by the applicant, and the Tribal Gaming Agency shall require a licensee to apply for renewal of a determination of suitability at such time as the licensee applies for renewal of a tribal gaming license. The State Gaming Agency and the Tribal Gaming Agency (together with tribal gaming agencies under other gaming compacts)

shall cooperate in developing standard licensing forms for tribal gaming license applicants, on a statewide basis, that reduce or eliminate duplicative or excessive paperwork, which forms and procedures shall take into account the Tribe's requirements under IGRA and the expense thereof.

(b) **Background Investigations of Applicants.** Upon receipt of completed license application information from the Tribal Gaming Agency, the State Gaming Agency may conduct a background investigation pursuant to state law to determine whether the applicant would be suitable to be licensed for association with a gambling establishment subject to the jurisdiction of the State Gaming Agency. If further investigation is required to supplement the investigation conducted by the Tribal Gaming Agency, the applicant will be required to pay the statutory application fee charged by the State Gaming Agency pursuant to California Business and Professions Code section 19941(a), but any deposit requested by the State Gaming Agency pursuant to section 19855 of that Code shall take into account reports of the background investigation already conducted by the Tribal Gaming Agency and the NIGC, if any. Failure to pay the application fee or deposit may be grounds for denial of the application by the State Gaming Agency. The State Gaming Agency and Tribal Gaming Agency shall cooperate in sharing as much background information as possible, both to maximize investigative efficiency and thoroughness, and to minimize investigative costs. Upon completion of the necessary background investigation or other verification of suitability, the State Gaming Agency shall issue a notice to the Tribal Gaming Agency certifying that the State has determined that the applicant would be suitable, or that the applicant would be unsuitable, for licensure in a gambling establishment subject to the jurisdiction of the State Gaming Agency and, if unsuitable, stating the reasons therefor.

(c) The Tribe shall monthly provide the State Gaming Agency with the name, badge identification number, and job descriptions of all non-key Gaming Employees.

(d) Prior to denying an application for a determination of suitability, the State Gaming Agency shall notify the Tribal Gaming Agency and afford the Tribe an opportunity to be heard. If the State Gaming Agency denies an application for a determination of suitability, that Agency shall provide the applicant with written notice of all appeal rights available under state law.

#### Sec. 7.0. COMPLIANCE ENFORCEMENT.

Sec. 7.1. **On-Site Regulation.** It is the responsibility of the Tribal Gaming Agency to conduct on-site gaming regulation and control in order to enforce the terms of this Gaming Compact, IGRA, and the Tribal Gaming Ordinance with respect to Gaming Operation and Facility compliance, and to protect the integrity of the Gaming Activities, the reputation of the Tribe and the Gaming Operation for honesty and fairness, and the confidence of patrons that tribal government gaming in California meets the highest standards of regulation and internal controls. To meet those responsibilities, the Tribal Gaming Agency shall adopt and enforce regulations, procedures, and practices as set forth herein.

**Sec. 7.2. Investigation and Sanctions.** The Tribal Gaming Agency shall investigate any reported violation of this Gaming Compact and shall require the Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary. The Tribal Gaming Agency shall be empowered by the Tribal Gaming Ordinance to impose fines or other sanctions within the jurisdiction of the Tribe against gaming licensees or other persons who interfere with or violate the Tribe's gaming regulatory requirements and obligations under IGRA, the Tribal Gaming Ordinance, or this Gaming Compact. The Tribal Gaming Agency shall report significant or continued violations of this Compact or failures to comply with its orders to the State Gaming Agency.

**Sec. 7.3. Assistance by State Gaming Agency.** The Tribe may request the assistance of the State Gaming Agency whenever it reasonably appears that such assistance may be necessary to carry out the purposes described in Section 7.1, or otherwise to protect public health, safety, or welfare. If requested by the Tribe or Tribal Gaming Agency, the State Gaming Agency shall provide requested services to ensure proper compliance with this Gaming Compact. The State shall be reimbursed for its actual and reasonable costs of that assistance, if the assistance required expenditure of extraordinary costs.

**Sec. 7.4. Access to Premises by State Gaming Agency; Notification; Inspections.** Notwithstanding that the Tribe has the primary responsibility to administer and enforce the regulatory requirements of this Compact, the State Gaming Agency shall have the right to inspect the Tribe's Gaming Facility with respect to Class III Gaming Activities only, and all Gaming Operation or Facility records relating thereto, subject to the following conditions:

**Sec. 7.4.1. Inspection of public areas of the Gaming Facility may be made at any time without prior notice during normal Gaming Facility business hours.**

**Sec. 7.4.2. Inspection of areas of a Gaming Facility not normally accessible to the public may be made at any time during normal Gaming Facility business hours, immediately after the State Gaming Agency's authorized inspector notifies the Tribal Gaming Agency of his or her presence on the premises, presents proper identification, and requests access to the non-public areas of the Gaming Facility. The Tribal Gaming Agency, in its sole discretion, may require a member of the Tribal Gaming Agency to accompany the State Gaming Agency inspector at all times that the State Gaming Agency inspector is in a non-public area of the Gaming Facility. If the Tribal Gaming Agency imposes such a requirement, it shall require such member to be available at all times for those purposes and shall ensure that the member has the ability to gain immediate access to all non-public areas of the Gaming Facility. Nothing in this Compact shall be construed to limit the State Gaming Agency to one inspector during inspections.**

**Sec. 7.4.3.**

**(a) Inspection and copying of Gaming Operation papers, books, and records may occur at any time, immediately after notice to the Tribal Gaming Agency, during the normal hours of the Gaming Facility's business office, provided that the inspection and copying of those papers, books or records shall not interfere with the normal functioning of the Gaming Operation or Facility. Notwithstanding any other provision of California**

law, all information and records that the State Gaming Agency obtains, inspects, or copies pursuant to this Gaming Compact shall be, and remain, the property solely of the Tribe; provided that such records and copies may be retained by the State Gaming Agency as reasonably necessary for completion of any investigation of the Tribe's compliance with this Compact.

(b) (i) The State Gaming Agency will exercise utmost care in the preservation of the confidentiality of any and all information and documents received from the Tribe, and will apply the highest standards of confidentiality expected under state law to preserve such information and documents from disclosure. The Tribe may avail itself of any and all remedies under state law for improper disclosure of information or documents. To the extent reasonably feasible, the State Gaming Agency will consult with representatives of the Tribe prior to disclosure of any documents received from the Tribe, or any documents compiled from such documents or from information received from the Tribe, including any disclosure compelled by judicial process, and, in the case of any disclosure compelled by judicial process, will endeavor to give the Tribe immediate notice of the order compelling disclosure and a reasonable opportunity to interpose an objection thereto with the court.

(ii) The Tribal Gaming Agency and the State Gaming Agency shall confer and agree upon protocols for release to other law enforcement agencies of information obtained during the course of background investigations.

(c) Records received by the State Gaming Agency from the Tribe in compliance with this Compact, or information compiled by the State Gaming Agency from those records, shall be exempt from disclosure under the California Public Records Act.

Sec. 7.4.4. Notwithstanding any other provision of this Compact, the State Gaming Agency shall not be denied access to papers, books, records, equipment, or places where such access is reasonably necessary to ensure compliance with this Compact.

Sec. 7.4.5.

(a) Subject to the provisions of subdivision (b), the Tribal Gaming Agency shall not permit any Gaming Device to be transported to or from the Tribe's land except in accordance with procedures established by agreement between the State Gaming Agency and the Tribal Gaming Agency and upon at least 10 days' notice to the Sheriff's Department for the county in which the land is located.

(b) Transportation of a Gaming Device from the Gaming Facility within California is permissible only if: (i) The final destination of the device is a gaming facility of any tribe in California that has a compact with the State; (ii) The final destination of the device is any other state in which possession of the device or devices is made lawful by state law or by tribal-state compact; (iii) The final destination of the device is another country, or any state or province of another country, wherein possession of the device is lawful; or (iv) The final destination is a location within California for testing, repair,

maintenance, or storage by a person or entity that has been licensed by the Tribal Gaming Agency and has been found suitable for licensure by the State Gaming Agency.

(c) Gaming Devices transported off the Tribe's land in violation of this Section 7.4.5 or in violation of any permit issued pursuant thereto is subject to summary seizure by California peace officers.

**Sec. 8.0. RULES AND REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE TRIBAL GAMING OPERATION.**

**Sec. 8.1. Adoption of Regulations for Operation and Management; Minimum Standards.** In order to meet the goals set forth in this Gaming Compact and required of the Tribe by law, the Tribal Gaming Agency shall be vested with the authority to promulgate, and shall promulgate, at a minimum, rules and regulations or specifications governing the following subjects, and to ensure their enforcement in an effective manner:

**Sec. 8.1.1.** The enforcement of all relevant laws and rules with respect to the Gaming Operation and Facility, and the power to conduct investigations and hearings with respect thereto, and to any other subject within its jurisdiction.

**Sec. 8.1.2.** Ensuring the physical safety of Gaming Operation patrons and employees, and any other person while in the Gaming Facility. Nothing herein shall be construed to make applicable to the Tribe any state laws, regulations, or standards governing the use of tobacco.

**Sec. 8.1.3.** The physical safeguarding of assets transported to, within, and from the Gaming Facility.

**Sec. 8.1.4.** The prevention of illegal activity from occurring within the Gaming Facility or with regard to the Gaming Operation, including, but not limited to, the maintenance of employee procedures and a surveillance system as provided below.

**Sec. 8.1.5.** The recording of any and all occurrences within the Gaming Facility that deviate from normal operating policies and procedures (hereafter "incidents"). The procedure for recording incidents shall: (1) specify that security personnel record all incidents, regardless of an employee's determination that the incident may be immaterial (all incidents shall be identified in writing); (2) require the assignment of a sequential number to each report; (3) provide for permanent reporting in indelible ink in a bound notebook from which pages cannot be removed and in which entries are made on each side of each page; and (4) require that each report include, at a minimum, all of the following:

- (a) The record number.
- (b) The date.
- (c) The time.

- (d) The location of the incident.
- (e) A detailed description of the incident.
- (f) The persons involved in the incident.
- (g) The security department employee assigned to the incident.

Sec. 8.1.6. The establishment of employee procedures designed to permit detection of any irregularities, theft, cheating, fraud, or the like, consistent with industry practice.

Sec. 8.1.7. Maintenance of a list of persons barred from the Gaming Facility who, because of their past behavior, criminal history, or association with persons or organizations, pose a threat to the integrity of the Gaming Activities of the Tribe or to the integrity of regulated gaming within the State.

Sec. 8.1.8. The conduct of an audit of the Gaming Operation, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

Sec. 8.1.9. Submission to, and prior approval, from the Tribal Gaming Agency of the rules and regulations of each Class III game to be operated by the Tribe, and of any changes in those rules and regulations. No Class III game may be played that has not received Tribal Gaming Agency approval.

Sec. 8.1.10. Addressing all of the following:

- (a) Maintenance of a copy of the rules, regulations, and procedures for each game as played, including, but not limited to, the method of play and the odds and method of determining amounts paid to winners;
- (b) Specifications and standards to ensure that information regarding the method of play, odds, and payoff determinations shall be visibly displayed or available to patrons in written form in the Gaming Facility;
- (c) Specifications ensuring that betting limits applicable to any gaming station shall be displayed at that gaming station;
- (d) Procedures ensuring that in the event of a patron dispute over the application of any gaming rule or regulation, the matter shall be handled in accordance with, industry practice and principles of fairness, pursuant to the Tribal Gaming Ordinance and any rules and regulations promulgated by the Tribal Gaming Agency.

Sec. 8.1.11. Maintenance of a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe, which system shall be approved by, and may not be modified without the approval of, the Tribal Gaming

Agency. The Tribal Gaming Agency shall have current copies of the Gaming Facility floor plan and closed-circuit television system at all times, and any modifications thereof first shall be approved by the Tribal Gaming Agency.

Sec. 8.1.12. Maintenance of a cashier's cage in accordance with industry standards for such facilities.

Sec. 8.1.13. Specification of minimum staff and supervisory requirements for each Gaming Activity to be conducted.

Sec. 8.1.14. Technical standards and specifications for the operation of Gaming Devices and other games authorized herein to be conducted by the Tribe, which technical specifications may be no less stringent than those approved by a recognized gaming testing laboratory in the gaming industry.

Sec. 8.2. State Civil and Criminal Jurisdiction. Nothing in this Gaming Compact affects the civil or criminal jurisdiction of the State under Public Law 280 (18 U.S.C. Sec. 1162; 28 U.S.C. Sec. 1360) or IGRA, to the extent applicable. In addition, criminal jurisdiction to enforce state gambling laws is transferred to the State pursuant to 18 U.S.C. § 1166(d), provided that no Gaming Activity conducted by the Tribe pursuant to this Gaming Compact may be deemed to be a civil or criminal violation of any law of the State.

Sec. 8.3.

(a) The Tribe shall take all reasonable steps to ensure that members of the Tribal Gaming Agency are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their duties under this Compact; shall adopt a conflict-of-interest code to that end; and shall ensure the prompt removal of any member of the Tribal Gaming Agency who is found to have acted in a corrupt or compromised manner.

(b) The Tribe shall conduct a background investigation on a prospective member of the Tribal Gaming Agency, who shall meet the background requirements of a management contractor under IGRA; provided that, if such official is elected through a tribal election process, that official may not participate in any Tribal Gaming Agency matters under this Compact unless a background investigation has been concluded and the official has been found to be suitable. If requested by the tribal government or the Tribal Gaming Agency, the State Gaming Agency may assist in the conduct of such a background investigation and may assist in the investigation of any possible corruption or compromise of a member of the agency.

Sec. 8.4. In order to foster statewide uniformity of regulation of Class III gaming operations throughout the state, rules, regulations, standards, specifications, and procedures of the Tribal Gaming Agency in respect to any matter encompassed by Sections 6.0, 7.0, or 8.0 shall be consistent with regulations adopted by the State Gaming Agency in accordance with Section 8.4.1. Chapter 3.5 (commencing with section 11340) of Part 1 of Division 3 of Title 2 of

the California Government Code does not apply to regulations adopted by the State Gaming Agency in respect to tribal gaming operations under this Section.

Sec. 8.4.1.

(a) Except as provided in subdivision (d), no State Gaming Agency regulation shall be effective with respect to the Tribe's Gaming Operation unless it has first been approved by the Association and the Tribe has had an opportunity to review and comment on the proposed regulation.

(b) Every State Gaming Agency regulation that is intended to apply to the Tribe (other than a regulation proposed or previously approved by the Association) shall be submitted to the Association for consideration prior to submission of the regulation to the Tribe for comment as provided in subdivision (c). A regulation that is disapproved by the Association shall not be submitted to the Tribe for comment unless it is re-adopted by the State Gaming Agency as a proposed regulation, in its original or amended form, with a detailed, written response to the Association's objections.

(c) Except as provided in subdivision (d), no regulation of the State Gaming Agency shall be adopted as a final regulation in respect to the Tribe's Gaming Operation before the expiration of 30 days after submission of the proposed regulation to the Tribe for comment as a proposed regulation, and after consideration of the Tribe's comments, if any.

(d) In exigent circumstances (e.g., imminent threat to public health and safety), the State Gaming Agency may adopt a regulation that becomes effective immediately. Any such regulation shall be accompanied by a detailed, written description of the exigent circumstances, and shall be submitted immediately to the Association for consideration. If the regulation is disapproved by the Association, it shall cease to be effective, but may be re-adopted by the State Gaming Agency as a proposed regulation, in its original or amended form, with a detailed, written response to the Association's objections, and thereafter submitted to the Tribe for comment as provided in subdivision (c).

(e) The Tribe may object to a State Gaming Agency regulation on the ground that it is unnecessary, unduly burdensome, conflicts with a published final regulation of the NIGC, or is unfairly discriminatory, and may seek repeal or amendment of the regulation through the dispute resolution process of Section 9.0; provided that, if the regulation of the State Gaming Agency conflicts with a final published regulation of the NIGC, the NIGC regulation shall govern pending conclusion of the dispute resolution process.

Sec. 9.0. DISPUTE RESOLUTION PROVISIONS.

Sec. 9.1. Voluntary Resolution; Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the Tribe and the State, the parties shall make their best efforts to resolve disputes that occur under this Gaming Compact by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek

injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the Tribe and the State first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Gaming Compact, as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
- (b) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
- (c) If the dispute is not resolved to the satisfaction of the parties within 30 calendar days after the first meeting, then either party may seek to have the dispute resolved by an arbitrator in accordance with this section, but neither party shall be required to agree to submit to arbitration.
- (d) Disagreements that are not otherwise resolved by arbitration or other mutually acceptable means as provided in Section 9.3 may be resolved in the United States District Court where the Tribe's Gaming Facility is located, or is to be located, and the Ninth Circuit Court of Appeals (or, if those federal courts lack jurisdiction, in any state court of competent jurisdiction and its related courts of appeal). The disputes to be submitted to court action include, but are not limited to, claims of breach or violation of this Compact, or failure to negotiate in good faith as required by the terms of this Compact. In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the State on the grounds that the Tribe has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to the public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to resort to judicial process.

Sec. 9.2. **Arbitration Rules.** Arbitration shall be conducted in accordance with the policies and procedures of the Commercial Arbitration Rules of the American Arbitration Association, and shall be held on the Tribe's land or, if unreasonably inconvenient under the circumstances, at such other location as the parties may agree. Each side shall bear its own costs, attorneys' fees, and one-half the costs and expenses of the American Arbitration Association and the arbitrator, unless the arbitrator rules otherwise. Only one neutral arbitrator may be named, unless the Tribe or the State objects, in which case a panel of three arbitrators (one of whom is selected by each party) will be named. The provisions of Section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrator. The decision of the arbitrator shall be in writing, give reasons for the decision, and shall be binding. Judgment on the award may be entered in any federal or state court having jurisdiction thereof.

Sec. 9.3. **No Waiver or Preclusion of Other Means of Dispute Resolution.** This Section 9.0 may not be construed to waive, limit, or restrict any remedy that is otherwise available to either

party, nor may this Section be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, mediation or utilization of a technical advisor to the Tribal and State Gaming Agencies; provided that neither party is under any obligation to agree to such alternative method of dispute resolution.

**Sec. 9.4. Limited Waiver of Sovereign Immunity.**

(a) In the event that a dispute is to be resolved in federal court or a state court of competent jurisdiction as provided in this Section 9.0, the State and the Tribe expressly consent to be sued therein and waive any immunity therefrom that they may have provided that:

- (1) The dispute is limited solely to issues arising under this Gaming Compact;
- (2) Neither side makes any claim for monetary damages (that is, only injunctive, specific performance, including enforcement of a provision of this Compact requiring payment of money to one or another of the parties, or declaratory relief is sought); and
- (3) No person or entity other than the Tribe and the State is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of either the Tribe or the State in respect to any such third party.

(b) In the event of intervention by any additional party into any such action without the consent of the Tribe and the State, the waivers of either the Tribe or the State provided for herein may be revoked, unless joinder is required to preserve the court's jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of either the Tribe or the State in respect to any such third party.

(c) The waivers and consents provided for under this Section 9.0 shall extend to civil actions authorized by this Compact, including, but not limited to, actions to compel arbitration, any arbitration proceeding herein, any action to confirm or enforce any judgment or arbitration award as provided herein, and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this Compact, no other waivers or consents to be sued, either express or implied, are granted by either party.

**Sec. 10.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.**

**Sec. 10.1.** The Tribe will not conduct Class III gaming in a manner that endangers the public health, safety, or welfare; provided that nothing herein shall be construed to make applicable to the Tribe any state laws or regulations governing the use of tobacco.

**Sec. 10.2. Compliance.** For the purposes of this Gaming Compact, the Tribal Gaming Operation shall:

- (a) Adopt and comply with standards no less stringent than state public health standards for food and beverage handling. The Gaming Operation will allow inspection of food and beverage services by state or county health inspectors, during normal hours of operation, to assess compliance with these standards, unless inspections are routinely made by an agency of the United States government to ensure compliance with equivalent standards of the United States Public Health Service. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.
  
- (b) Adopt and comply with standards no less stringent than federal water quality and safe drinking water standards applicable in California; the Gaming Operation will allow for inspection and testing of water quality by state or county health inspectors, as applicable, during normal hours of operation, to assess compliance with these standards, unless inspections and testing are made by an agency of the United States pursuant to, or by the Tribe under express authorization of, federal law, to ensure compliance with federal water quality and safe drinking water standards. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.
  
- (c) Comply with the building and safety standards set forth in Section 6.4.
  
- (d) Carry no less than five million dollars (\$5,000,000) in public liability insurance for patron claims, and the Tribe shall request its insurer to promptly and fairly settle all valid claims; provided that nothing herein requires the Tribe to agree to liability for punitive damages, any intentional acts not covered by the insurance policy, or attorneys' fees. On or before the effective date of this Compact or not less than 30 days prior to the commencement of Gaming Activities under this Compact, whichever is later, the Tribe shall adopt and make available to patrons a tort liability ordinance setting forth the terms and conditions, if any, under which the Tribe waives immunity to suit for money damages resulting from intentional or negligent injuries to person or property at the Gaming Facility or in connection with the Tribe's Gaming Operation, including procedures for processing any claims for such money damages; provided that nothing in this Section shall require the Tribe to waive its immunity to suit except to the extent of the policy limits and insurance coverage set out above.
  
- (e) Adopt and comply with standards no less stringent than federal workplace and occupational health and safety standards; the Gaming Operation will allow for inspection of Gaming Facility workplaces by state inspectors, during normal hours of operation, to assess compliance with these standards, unless inspections are regularly made by an agency of the United States government to ensure compliance with federal workplace and occupational health and safety standards. Nothing herein shall be construed as

submission of the Tribe to the jurisdiction of those state inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(f) Comply with tribal codes and other applicable federal law regarding public health and safety.

(g) Adopt and comply with standards no less stringent than federal laws and state laws forbidding employers generally from discriminating in the employment of persons to work for the Gaming Operation or in the Gaming Facility on the basis of race, color, religion, national origin, gender, sexual orientation, age, or disability; provided that nothing herein shall preclude the tribe from giving a preference in employment to Indians, pursuant to a duly adopted tribal ordinance.

(h) Adopt and comply with standards that are no less stringent than state laws prohibiting a gaming enterprise from cashing any check drawn against a federal, state, county, or city fund, including but not limited to, Social Security, unemployment insurance, disability payments, or public assistance payments.

(i) Adopt and comply with standards that are no less stringent than state laws, if any, prohibiting a gaming enterprise from providing, allowing, contracting to provide, or arranging to provide alcoholic beverages, or food or lodging for no charge or at reduced prices at a gambling establishment or lodging facility as an incentive or enticement.

(j) Adopt and comply with standards that are no less stringent than state laws, if any, prohibiting extensions of credit.

(k) Comply with provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. Sec. 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirements are applicable to casinos.

Sec. 10.2.1. The Tribe shall adopt and, not later than 30 days after the effective date of this Compact, shall make available on request the standards described in subdivisions (a) through (c) and (e) through (k) of Section 10.2 to which the Gaming Operation is held. In the absence of a promulgated tribal standard in respect to a matter identified in those subdivisions, or the express adoption of an applicable federal statute or regulation in lieu of a tribal standard in respect to any such matter, the applicable state statute or regulation shall be deemed to have been adopted by the Tribe as the applicable standard.

Sec. 10.3. Participation in state statutory programs related to employment.

(a) In lieu of permitting the Gaming Operation to participate in the state statutory workers' compensation system, the Tribe may create and maintain a system that provides redress for employee work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, availability of an independent medical examination, right to notice, hearings before an independent tribunal, a means of

enforcement against the employer, and benefits comparable to those mandated for comparable employees under state law. Not later than the effective date of this Compact, or 60 days prior to the commencement of Gaming Activities under this Compact, the Tribe will advise the State of its election to participate in the statutory workers' compensation system or, alternatively, will forward to the State all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standard set forth above. The parties agree that independent contractors doing business with the Tribe must comply with all state workers' compensation laws and obligations.

(b) The Tribe agrees that its Gaming Operation will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at the Gaming Facility, including compliance with the provisions of the California Unemployment Insurance Code, and the Tribe consents to the jurisdiction of the state agencies charged with the enforcement of that Code and of the courts of the State of California for purposes of enforcement.

(c) As a matter of comity, with respect to persons employed at the Gaming Facility, other than members of the Tribe, the Tribal Gaming Operation shall withhold all taxes due to the State as provided in the California Unemployment Insurance Code and the Revenue and Taxation Code, and shall forward such amounts as provided in said Codes to the State.

Sec. 10.4. **Emergency Service Accessibility.** The Tribe shall make reasonable provisions for adequate emergency fire, medical, and related relief and disaster services for patrons and employees of the Gaming Facility.

Sec. 10.5. **Alcoholic Beverage Service.** Standards for alcohol service shall be subject to applicable law.

Sec. 10.6. **Possession of firearms** shall be prohibited at all times in the Gaming Facility except for state, local, or tribal security or law enforcement personnel authorized by tribal law and by federal or state law to possess fire arms at the Facility.

Sec. 10.7. **Labor Relations.** Notwithstanding any other provision of this Compact, this Compact shall be null and void if, on or before October 13, 1999, the Tribe has not provided an agreement or other procedure acceptable to the State for addressing organizational and representational rights of Class III Gaming Employees and other employees associated with the Tribe's Class III gaming enterprise, such as food and beverage, housekeeping, cleaning, bell and door services, and laundry employees at the Gaming Facility or any related facility, the only significant purpose of which is to facilitate patronage at the Gaming Facility.

Sec. 10.8. **Off-Reservation Environmental Impacts.**

Sec. 10.8.1. On or before the effective date of this Compact, or not less than 90 days prior to the commencement of a Project, as defined herein, the Tribe shall adopt an ordinance providing

for the preparation, circulation, and consideration by the Tribe of environmental impact reports concerning potential off-Reservation environmental impacts of any and all Projects to be commenced on or after the effective date of this Compact. In fashioning the environmental protection ordinance, the Tribe will make a good faith effort to incorporate the policies and purposes of the National Environmental Policy Act and the California Environmental Quality Act consistent with the Tribe's governmental interests.

Sec. 10.8.2.

- (a) Prior to commencement of a Project, the Tribe will:
  - (1) Inform the public of the planned Project;
  - (2) Take appropriate actions to determine whether the project will have any significant adverse impacts on the off-Reservation environment;
  - (3) For the purpose of receiving and responding to comments, submit all environmental impact reports concerning the proposed Project to the State Clearinghouse in the Office of Planning and Research and the county board of supervisors, for distribution to the public;
  - (4) Consult with the board of supervisors of the county or counties within which the Tribe's Gaming Facility is located, or is to be located, and, if the Gaming Facility is within a city, with the city council, and if requested by the board or council, as the case may be, meet with them to discuss mitigation of significant adverse off-Reservation environmental impacts;
  - (5) Meet with and provide an opportunity for comment by those members of the public residing off-Reservation within the vicinity of the Gaming Facility such as might be adversely affected by a proposed Project.
- (b) During the conduct of a Project, the Tribe shall:
  - (1) Keep the board or council, as the case may be, and potentially affected members of the public apprised of the project's progress; and
  - (2) Make good faith efforts to mitigate any and all such significant adverse off-Reservation environmental impacts.
- (c) As used in Section 10.8.1 and this Section 10.8.2, the term "Project" means any expansion or any significant renovation or modification of an existing Gaming Facility, or any significant excavation, construction, or development-associated with the Tribe's Gaming Facility or proposed Gaming Facility and the term "environmental impact reports" means any environmental assessment, environmental impact report, or environmental impact statement, as the case may be.

Sec. 10.8.3. The Tribe and the State shall, from time to time, meet to review the adequacy of this Section 10.8, the Tribe's ordinance adopted pursuant thereto, and the Tribe's compliance with its obligations under Section 10.8.2, to ensure that significant adverse impacts to the off-Reservation environment resulting from projects undertaken by the Tribe may be avoided or mitigated.

Sec. 11.0. EFFECTIVE DATE AND TERM OF COMPACT.

Sec. 11.1. Effective Date. This Gaming Compact shall not be effective unless and until all of the following have occurred:

- (a) The Compact is ratified by statute in accordance with state law; and
- (b) Notice of approval or constructive approval is published in the Federal Register as provided in 25 U.S.C. 2710(d)(3)(B).

Sec. 11.2. Term of Compact; Termination.

Sec. 11.2.1. Effective.

(a) Once effective this Compact shall be in full force and effect for state law purposes until December 31, 2037. No sooner than eighteen (18) months prior to the aforementioned termination date, either party may request the other party to enter into negotiations to extend this Compact or to enter into a new compact. If the parties have not agreed to extend the date of this Compact or entered into a new compact by the termination date, this Compact will automatically be extended to June 30, 2039, unless the parties have agreed to an earlier termination date.

(b) Either party may bring an action in federal court, after providing a one-hundred twenty (120)-day written notice of an opportunity to cure any alleged breach of this Compact, for a declaration that the other party has materially breached this Compact. Notwithstanding the foregoing, in the event the alleged material breach poses a threat to public health and safety, the written notice of an opportunity to cure the breach shall be reduced to sixty (60) days, but in no event shall the notice requirement affect a party's right to seek immediate injunctive relief as provided in Section 9.1. Upon issuance of such a declaration, the complaining party may unilaterally terminate this Compact upon service of written notice on the other party. In the event a federal court determines that it lacks jurisdiction over such an action, the action may be brought in the superior court for the county in which the Tribe's Gaming Facility is located. The parties expressly waive their immunity to suit for purposes of an action under this subdivision, subject to the qualifications stated in Section 9.4(a).

Sec. 12.0. AMENDMENTS; RENEGOTIATIONS.

Sec. 12.1. The terms and conditions of this Gaming Compact may be amended at any time by the mutual and written agreement of both parties.

Sec. 12.2.

- (a) This Gaming Compact is subject to renegotiation in the event the Tribe wishes to engage in forms of Class III gaming other than those games authorized herein and requests renegotiation for that purpose, provided that no such renegotiation may be sought for 12 months following the effective date of this Gaming Compact.
- (b) Nothing herein shall be construed to constitute a waiver of any rights under IGRA in the event of an expansion of the scope of permissible gaming resulting from a change in state law.

Sec. 12.3. **Process and Negotiation Standards.** All requests to amend or renegotiate this Gaming Compact shall be in writing, addressed to the Tribal Chairperson or the Governor, as the case may be, and shall include the activities or circumstances to be negotiated, together with a statement of the basis supporting the request. If the request meets the requirements of this Section, the parties shall confer promptly and determine a schedule for commencing negotiations within 30 days of the request. Unless expressly provided otherwise herein, all matters involving negotiations or other amendatory processes under this Section 12.0 shall be governed, controlled, and conducted in conformity with the provisions and requirements of IGRA, including those provisions regarding the obligation of the State to negotiate in good faith and the enforcement of that obligation in federal court. The Chairperson of the Tribe and the Governor of the State are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

Sec. 12.4. In the event the exclusive right of Indian tribes to operate Gaming Devices in California is abrogated by the enactment, amendment, or repeal of a state statute or constitutional provision, or the conclusive and dispositive judicial construction of a statute or the state Constitution by a California appellate court after the effective date of this Compact, that Gaming Devices may lawfully be operated by another person, organization, or entity (other than an Indian tribe pursuant to a compact) within California, the Tribe shall have the right to: (i) termination of this Compact, in which case the Tribe will lose the right to operate Gaming Devices and other Class III gaming, or (ii) continue under the Compact with an entitlement to a reduction of the rates specified in Section 5.1(a) following conclusion of negotiations, to provide for (a) compensation to the State for actual and reasonable costs of regulation, as determined by the state Department of Finance; (b) reasonable payments to local governments impacted by tribal government gaming; (c) grants for programs designed to address gambling addiction; (d) and such assessments as may be permissible at such time under federal law.

Sec. 13.0. **NOTICES.**

Unless otherwise indicated by this Gaming Compact, all notices required or authorized to be served shall be served by first-class mail at the following addresses:

Governor  
State Capitol

Tribal Chairperson  
Rincon Band of Mission Indians

Sec. 14.0. **CHANGES IN IGRA.** This Gaming Compact is intended to meet the requirements of IGRA as it reads on the effective date of this Gaming Compact, and when reference is made to the Indian Gaming Regulatory Act or to an implementing regulation thereof, the referenced provision is deemed to have been incorporated into this Compact as if set out in full. Subsequent changes to IGRA that diminish the rights of the State or the Tribe may not be applied retroactively to alter the terms of this Gaming Compact, except to the extent that federal law validly mandates that retroactive application without the State's or the Tribe's respective consent

Sec. 15.0. **MISCELLANEOUS.**

Sec. 15.1. **Third Party Beneficiaries.** Except to the extent expressly provided under this Gaming Compact, this Gaming Compact is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

Sec. 15.2. **Complete agreement; revocation of prior requests to negotiate.** This Gaming Compact, together with all addenda and approved amendments, sets forth the full and complete agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

Sec. 15.3. **Construction.** Neither the presence in another tribal-state compact of language that is not included in this Compact, nor the absence in this Compact of language that is present in another tribal-state compact shall be a factor in construing the terms of this Compact.

Sec. 15.4. **Most Favored Tribe.** If, after the effective date of this Compact, the State enters into a Compact with any other tribe that contains more favorable provisions with respect to any provisions of this Compact, the State shall, at the Tribe's request, enter into the preferred compact with the Tribe as a superseding substitute for this Compact; provided that the duration of the substitute compact shall not exceed the duration of this Compact.

Sec. 15.6. **Representations.**

By entering into this Compact, the Tribe expressly represents that, as of the date of the Tribe's execution of this Compact:

(a) The undersigned has the authority to execute this Compact on behalf of his or her tribe and will provide written proof of such authority and ratification of this Compact by the tribal governing body no later than October 9, 1999.

(b) The Tribe is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii) recognized by the Secretary of the Interior as possessing powers of self-government.

In entering into this Compact, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into the Compact is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Compact. Failure to provide written proof of authority to execute this Compact or failure to provide written proof of ratification by the Tribe's governing body will give the State the opportunity to declare this Compact null and void.

**Sec. 15.7. Termination of Prior Compacts**

On the effective date of this Compact, any and all prior tribal-state Class III Gaming compacts entered into between the Tribe and the State shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Rincon Band of Luiseno Indians.

Done at Sacramento, California, this \_\_\_ day of \_\_\_\_\_, 2012.

STATE OF CALIFORNIA

Rincon Band of Luiseno Mission Indians of  
the Rincon Reservation

By: \_\_\_\_\_  
Edmund G. Brown Jr.  
Governor of the State of California

By: \_\_\_\_\_  
Bo Mazzetti  
Chairman of the Rincon Band of Luiseno Indians

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP (10) SOUTH, RANGE ONE (1) WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, LYING EASTERLY OF SAN LUIS REY RIVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 10 SOUTH, RANGE 1 WEST OF SAN BERNARDINO, MERIDIAN;

THENCE SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 660.26 FEET ALONG THE NORTH LINE OF SAID SECTION 35 TO THE **TRUE POINT OF BEGINNING OF THE DESCRIPTION;**

THENCE CONTINUING SOUTH 89 DEGREES 37 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1190.09 FEET ALONG THE NORTH LINE OF SAID SECTION 35:

THENCE SOUTH 00 DEGREES 22 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 9.90 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 658.79 FEET;

THENCE SOUTH 89 DEGREES 37 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 399.37 FEET TO THE SOUTHWEST CORNER OF ORIGINAL TRACT 117 PER DEPARTMENT OF INTERIOR, GENERAL LAND OFFICE (GLO) SUPPLEMENTAL PLAT ACCEPTED ON JUNE 25, 1926;

THENCE SOUTH 89 DEGREES 37 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 358.29 FEET ALONG THE SOUTH LINE OF SAID TRACT 117 TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF THE 50 FOOT RIGHT OF WAY OF VALLEY CENTER ROAD PER SAID COUNTY ROAD SURVEY 604;

THENCE SOUTH 00 DEGREES 34 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 865.47 FEET ALONG THE WESTERLY LINE OF THE 50 FOOT RIGHT OF WAY OF VALLEY CENTER ROAD PER SAID COUNTY ROAD SURVEY 604;

THENCE NORTH 89 DEGREES 25 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 5.00 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF VALLEY CENTER ROAD PER SAID COUNTY ROAD SURVEY 604 TO A POINT ON THE ARC OF A 4970.00 FOOT RADIUS RIGHT OF WAY CURVE;

THENCE SOUTHERLY ALONG THE ARC OF SAID 4970.00 FOOT RIGHT OF WAY CURVE CONCAVE TO THE NORTHWEST FOR A DISTANCE OF 400.17 FEET, SAID RIGHT OF WAY ARC HAS A CENTRAL ANGLE OF 4 DEGREES 36 MINUTES 48 SECONDS AND A LONG CHORD HAVING A BEARING OF SOUTH 2 DEGREES 53 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 400.06 FEET, TO A POINT ON THE SOUTHERLY LINE OF TRACT 136 PER SAID GLO SUPPLEMENTAL PLAT ACCEPTED ON JUNE 25, 1926;

THENCE NORTH 26 DEGREES 06 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 38.71 FEET ALONG THE SOUTHERLY LINE OF TRACT 136 PER SAID GLO SUPPLEMENTAL PLAT ACCEPTED ON JUNE 25, 1926; SAID SOUTHERLY LINE OF TRACT 136, ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF VALLEY CENTER ROAD, TO A POINT ON THE ARC OF A 4950.00 RADIUS RIGHT OF WAY CURVE;

THENCE ALONG THE ARC OF SAID 4950.00 RADIUS CURVE OF THE WESTERLY RIGHT OF WAY LINE OF VALLEY CENTER ROAD IN THE SOUTHERLY DIRECTION FOR A DISTANCE OF 629.47 FEET, SAID ARC IS CONCAVE TO THE NORTHWEST, HAS A CENTRAL ANGLE OF 7 DEGREES 17 MINUTES 10 SECONDS, AND A LONG CHORD THAT HAS A BEARING OF SOUTH 8 DEGREES 27 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 629.05;

THENCE NORTH 77 DEGREES 54 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 225.95 FEET;

THENCE NORTH 57 DEGREES 00 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 143.63 FEET;

THENCE NORTH 49 DEGREES 33 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 299.21 FEET;

THENCE NORTH 24 DEGREES 45 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 651.68 FEET;

THENCE NORTH 31 DEGREES 09 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 428.18 FEET;

THENCE NORTH 34 DEGREES 57 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 173.70 FEET;

THENCE NORTH 46 DEGREES 50 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 222.02 FEET;

THENCE NORTH 29 DEGREES 00 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 160.49 FEET;

THENCE NORTH 24 DEGREES 17 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 124.08 FEET;

THENCE NORTH 40 DEGREES 40 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 97.09 FEET;

THENCE NORTH 23 DEGREES 25 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 296.24 FEET;

THENCE NORTH 24 DEGREES 21 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 398.41 FEET, RETURNING TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH A PORTION OF SECTION 35, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SECTION 35 DISTANT THEREON SOUTH 89°37'22" EAST 1850.35 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00° 22'38" WEST 9.90 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF ARVISO ROAD HAVING A FULL WIDTH 19.8 FEET AS SHOWN ON SAID SUPPLEMENTAL PLAT BY DEPARTMENT OF INTERIOR, GENERAL LAND OFFICE (GLO) ACCEPTED ON JUNE 25, 1926, SAID POINT BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 00° 25'57" WEST 658.79 FEET; THENCE SOUTH 89°37'28" EAST 399.37 FEET TO THE SOUTHWEST CORNER OF TRACT 117 PER SAID SUPPLEMENTAL PLAT; THENCE ALONG THE WESTERLY LINE OF SAID TRACT 117, NORTH 02°25'28" WEST 593.49 FEET TO THE SOUTHWEST CORNER OF TRACT 116 PER SAID SUPPLEMENTAL PLAT; THENCE ALONG THE WESTERLY LINE THEREOF NORTH 00°34'38" EAST 66.00 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT 116, SAID POINT BEING THE SOUTHWESTERLY CORNER OF SAID ARVISO ROAD HAVING A WIDTH OF 19.8 FEET PER SAID SUPPLEMENTAL PLAT; THENCE ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE THEREOF NORTH 89°37'22" WEST 369.96 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM LAND DEDICATED FOR PUBLIC HIGHWAY PURPOSES WITHIN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA ACCORDING TO AMENDMENT TO GRANT OF EASEMENT FOR RIGHT OF WAY RECORDED ON MAY 25, 2001 AS DOCUMENT NO. 2001-0338757 OF OFFICIAL RECORDS

ALSO EXCEPTING THEREFROM A PORTION OF TRACT 136 WITHIN THE RINCON MISSION INDIAN RESERVATION, ACCORDING TO SUPPLEMENTAL PLAT, TOWNSHIP NO. 10 SOUTH, RANGE NO. 1 WEST, SAN BERNARDINO MERIDIAN CALIFORNIA, AND FIELD NOTES FOR SAID PLAT PREPARED BY WILLIAM H. THORN, FILED UNDER SPECIAL INSTRUCTIONS FOR GROUP 125, CALIFORNIA, DATED AUGUST 14, 1923, APPROVED BY THE COMMISSIONER OF THE GENERAL LAND OFFICE SEPTEMBER 21, 1923 AND ASSIGNMENT INSTRUCTIONS DATED AUGUST 14, 1923, TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF TRACT 117 AS SHOWN IN EASEMENT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, STATE OF CALIFORNIA ON AUGUST 5, 2010 AS DOCUMENT NO. 2010-0399650 OF OFFICIAL RECORDS; THENCE WESTERLY ALONG THE SOUTHERLY LINE THEREOF NORTH  $89^{\circ}37'28''$  WEST 5.20 FEET TO A POINT ON THE WESTERLY LINE OF THE 50.00 FEET RIGHT OF WAY FOR VALLEY CENTER ROAD AS SHOWN ON ROAD SURVEY NO. 604 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY; THENCE CONTINUING WESTERLY ALONG SAID SOUTHERLY LINE OF TRACT 117, NORTH  $89^{\circ}37'28''$  WEST 23.00 FEET TO THE WESTERLY LINE OF A 23.00 FOOT WIDE AMENDMENT TO GRANT OF EASEMENT FOR RIGHT OF WAY AS DESCRIBED IN EASEMENT FOR COUNTY HIGHWAY RECORDED ON MAY 25, 2001 AS DOCUMENT NO. 2001-0338757 OF OFFICIAL RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF VALLEY CENTER ROAD (S-6) SOUTH  $00^{\circ}34'36''$  WEST 865.39 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,952.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH  $89^{\circ}25'24''$  EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 144.51 FEET THROUGH A CENTRAL ANGLE OF  $01^{\circ}40'19''$  TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY LINE OF VALLEY CENTER ROAD ALONG THE ARC OF SAID CURVE 224.46 FEET THROUGH A CENTRAL ANGLE OF  $02^{\circ}35'50''$  TO A POINT ON THE SOUTHWESTERLY LINE OF SAID TRACT 136; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE THEREOF NORTH  $26^{\circ}06'28''$  WEST 3.89 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,950.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH  $85^{\circ}11'34''$  EAST, SAID POINT BEING ON THE WESTERLY LINE OF SAID VALLEY CENTER ROAD AS SHOWN ON ROAD SURVEY NO. 604 HAVING A FULL WIDTH OF 100 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE THEREOF AND THE ARC OF SAID CURVE 37.24 FEET THROUGH A CENTRAL ANGLE OF  $00^{\circ}25'52''$ ; THENCE LEAVING SAID WESTERLY LINE OF VALLEY CENTER ROAD NORTH  $85^{\circ}09'43''$

WEST 191.51 FEET; THENCE NORTH  $04^{\circ} 20'59''$  EAST 189.24 FEET; THENCE NORTH  $27^{\circ}49'13''$  WEST 28.41 FEET; THENCE NORTH  $63^{\circ}12'48''$  EAST 45.68 FEET; THENCE NORTH  $26^{\circ}49'22''$  WEST 3.98 FEET; THENCE NORTH  $63^{\circ}10'38''$  EAST 5.97 FEET; THENCE SOUTH  $26^{\circ}49'22''$  EAST 3.98 FEET; THENCE NORTH  $63^{\circ}12'48''$  EAST 43.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL TO SAID POINT BEARS NORTH  $26^{\circ}47'12''$  WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 24.16 FEET THROUGH A CENTRAL ANGLE OF  $27^{\circ}40'47''$ ; THENCE SOUTH  $89^{\circ}06'25''$  EAST 69.93 FEET; THENCE SOUTH  $00^{\circ}37'51''$  EAST 15.42 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 3.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH  $89^{\circ}22'09''$  WEST; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY THROUGH THE ARC OF SAID CURVE 4.57 FEET THROUGH A CENTRAL ANGLE OF  $87^{\circ}18'05''$ ; THENCE SOUTH  $87^{\circ}55'56''$  EAST 27.63 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINS 61.94 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE NORTH AMERICAN DATUM OF 1983. THE BEARING BETWEEN MONUMENTS 1017 AND 76-36.7 IS NORTH  $36^{\circ}38'30''$  EAST AS INDICATED ON RECORD OF SURVEY MAP NO. 14689 RECORDED OCTOBER 27, 1994, AND RECORD OF SURVEY MAP NO. 14236 RECORDED JULY 02, 1993.

# PORTION OF NORTHWEST QUARTER, SECTION 35, T. 10 S., R. 1 W., SBM, RINCON MISSION INDIAN RESERVATION



1"=400'



**SAMPO ENGINEERING, INC.**

1034 SECOND STREET ENCHITAS, CA 92024

TEL: (760) 436-0660 FAX: (760) 436-0633

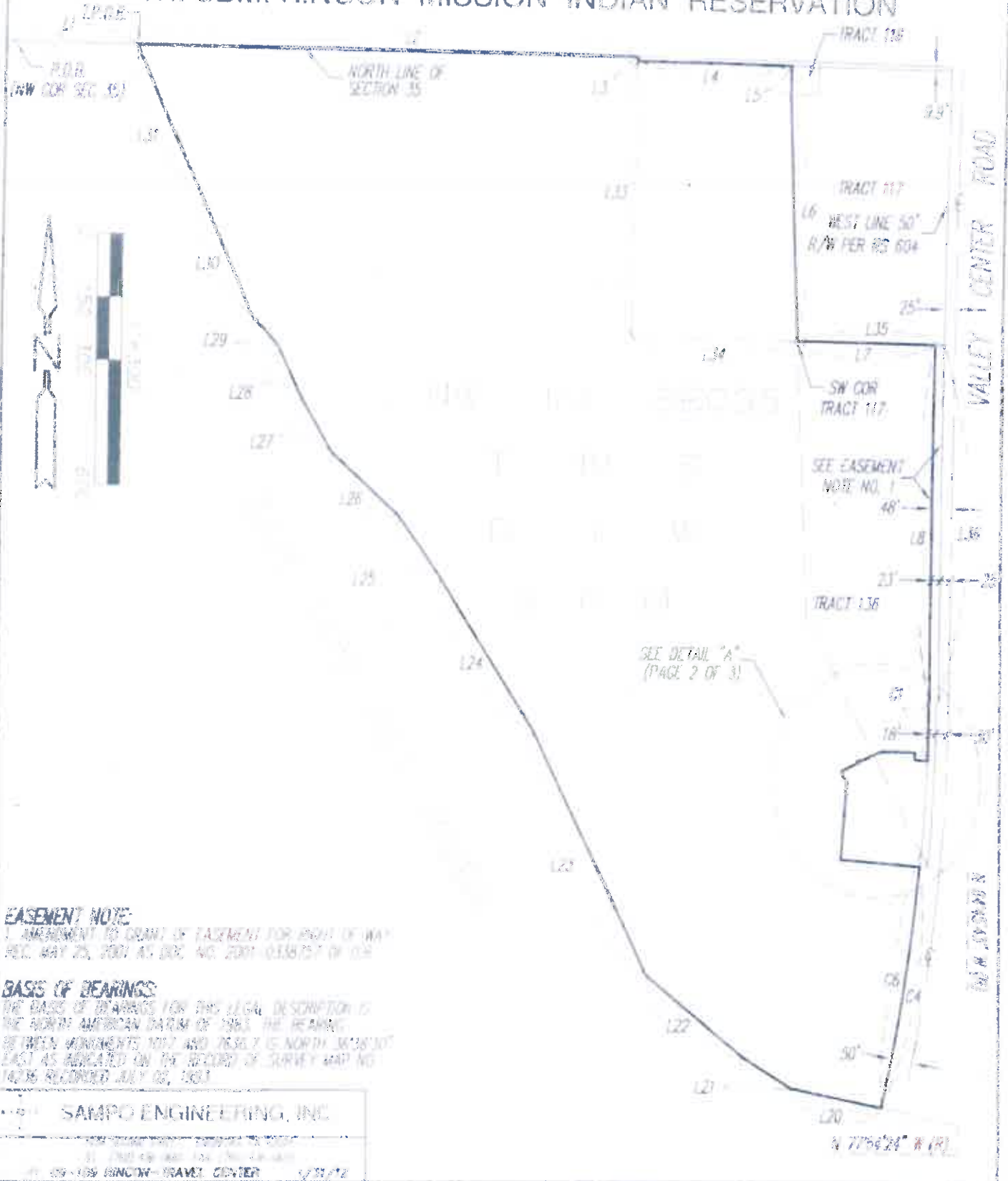
JN: 09-109 RINCON-HARRAH'S

2/8/12

# EXHIBIT "B"

SHEET 1 OF 3

PORTION OF NORTHWEST QUARTER, SECTION 35, T. 10 S.,  
R. 1 W., SBM. RINCON MISSION INDIAN RESERVATION



**EASEMENT NOTE:**  
1. AGREEMENT TO DRAW UP EASEMENT FOR RIGHT OF WAY  
REC. MAY 25, 2001 AT DOC. NO. 2001-0358157 OF O.R.

**BASIS OF BEARINGS:**  
THE BASIS OF BEARINGS FOR THE LEGAL DESCRIPTION IS  
THE NORTH AMERICAN DATUM OF 1983. THE BEARING  
BETWEEN MONUMENTS 1017 AND 2636.7 IS NORTH 34°38'30"  
EAST AS INDICATED ON THE RECORD OF SURVEY MAP NO  
14236 RECORDED JULY 02, 1983.

**SAMPO ENGINEERING, INC.**  
1000 ...  
11 ...  
109-109 RINCON - TRAVEL CENTER 1/22/12

# EXHIBIT "B"

SHEET 2 OF 3

## PORTION OF NORTHWEST QUARTER, SECTION 35, T. 10 S., R. 1 W., SBM, RINCON MISSION INDIAN RESERVATION

**EASEMENT NOTE:**

1. AMENDMENT TO GRANT OF EASEMENT FOR RIGHT OF WAY  
REC. MAY 25, 2007 AS DOC. NO. 2007-2338757 OF 03

**BASIS OF BEARINGS:**

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS  
THE NORTH AMERICAN DATUM OF 1983. THE BEARING  
BETWEEN MONUMENTS 1017 AND 1018 IS NORTH 35°38'30"  
EAST AS INDICATED ON THE RECORD OF SURVEY MAP NO.  
147260 RECORDED JULY 02, 1993.



SEE EASEMENT NOTE NO. 1

SEE DETAIL 'B'

DETAIL "A"  
SCALE: 1"=50'

SAMPO ENGINEERING, INC	
1000 W. 10th Street, Suite 100, Reno, NV 89502	
TEL: 775-784-2244 FAX: 775-784-2245	
BY: TERRY RINCON - TRAVEL CENTER	1/31/12

# EXHIBIT "B"

SHEET 3 OF 3

## PORTION OF NORTHWEST QUARTER, SECTION 35, T. 10 S., R. 1 W., SBM, RINCON MISSION INDIAN RESERVATION

LINE	BEARING	LENGTH
11	S 80°17'22" E	490.76'
12	S 80°17'22" E	1180.00'
13	S 102°22'30" W	9.00'
14	S 80°17'22" E	399.96'
15	S 80°17'22" W	399.96'
16	N 80°17'22" E	399.96'
17	S 80°17'22" E	399.96'
18	S 20°14'36" W	365.47'
19	N 87°50'56" W	27.61'
20	S 80°17'22" E	15.42'
21	N 80°16'28" W	68.83'
22	N 67°39'48" E	43.82'
23	S 26°44'22" E	1.58'
24	N 27°10'39" E	1.97'
25	S 26°44'22" W	1.58'
26	N 67°39'48" E	43.82'
27	N 27°49'17" W	26.61'
28	N 84°20'52" E	189.74'
29	N 85°09'43" W	191.81'
30	N 27°34'31" W	235.95'
31	N 87°00'02" W	143.63'
32	N 42°11'54" W	234.21'
33	N 24°15'45" W	651.65'
34	N 31°18'30" E	125.18'
35	N 34°57'18" W	123.75'
36	N 46°50'01" W	222.02'
37	N 28°18'44" W	160.49'
38	N 24°17'28" W	129.03'
39	N 40°46'15" E	37.06'
40	N 27°24'05" W	246.24'
41	N 26°21'02" W	109.41'
42	N 26°16'28" W	1.89'
43	S 10°25'57" W	358.16'
44	S 89°17'28" E	366.37'
45	S 89°17'28" E	366.29'
46	S 89°14'36" W	365.47'
47	N 89°25'24" W	3.08'
48	N 26°16'28" W	35.71'
49	S 89°17'28" E	23.00'

CURVE	RADIUS	DELTA	LENGTH
C1	4950.00	01° 40' 39"	164.51'
C2	36.00	87° 18' 05"	4.57'
C3	36.00	87° 40' 42"	24.78'
C4	4950.00	05° 31' 10"	395.24'
C5	4950.00	02° 35' 20"	224.46'
C6	4950.00	07° 17' 19"	328.47'
C7	4970.00	04° 35' 48"	406.17'
C8	4950.00	00° 25' 32"	37.24'

### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS THE NORTH AMERICAN DATUM OF 1983. THE BEARING BETWEEN MONUMENTS 1017 AND 1018.1 IS NORTH 16°30'00" EAST AS INDICATED ON THE RECORD OF SURVEY MAP NO. 14378 RECORDED JAN 02, 1993.



SAMPO ENGINEERING, INC.

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 TEL: (951) 514-8800 FAX: (951) 514-8801  
 1000 RD. 1200 RINCON TRAVEL CENTER 1/23/13

**PROOF OF SERVICE BY EMAIL & U.S. MAIL**

Re: Rincon Band of Luiseno Mission Indians of the Rincon Reservation vs. Brown, Edmund G. Jr. Governor of  
California, et al.  
Reference No. 1100067948

I, Charron Johnson, not a party to the within action, hereby declare that on June 18, 2012 I served the attached Order on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at San Francisco, CALIFORNIA, addressed as follows:

Stephen Hart Esq.  
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Phoenix, AZ 85004-4429  
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shart@lrlaw.com  
KDemarchi@LRLaw.com

Parties Represented:  
Rincon Band of Luiseno Mission Indians

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Butz Dunn & DeSantis  
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Phone: 619-233-4777  
kdesantis@butzdunn.com

Parties Represented:  
Rincon Band of Luiseno Mission Indians


Scott Crowell Esq.  
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Rincon Band of Luiseno Mission Indians

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San Diego, CA 92101  
Phone: (619) 645-2020  
peter.kaufman@doj.ca.gov

Randy.Pinal@doj.ca.gov  
Parties Represented:  
Edmund G. Brown Jr.  
State of California

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Francisco,  
CALIFORNIA on June 18, 2012.

  
Charron Johnson  
cjohnson@jamsadr.com