

# **APPENDIX C**

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*Memoranda of Understanding*

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 16 day of August, 2004, by and between Madera County, California, and the North Fork Rancheria of Mono Indians of California. (The capitalized terms not otherwise defined herein shall have the meanings set forth in Section 1 below.)

### RECITALS

WHEREAS, the Tribe is a federally recognized Indian tribe; and

WHEREAS, the federal government terminated its government-to-government relationship with the Tribe pursuant to the California Rancheria Act of 1958; and

WHEREAS, pursuant to litigation, the federal government's government-to-government relationship with the Tribe has been restored; and

WHEREAS, the Secretary does not hold title to land in trust for the benefit of the Tribe which is eligible for gaming; and

WHEREAS, the Tribe has identified the Property, which is located in an unincorporated area of the County, as land which the Tribe desires to be taken into trust for the purposes of gaming; and

WHEREAS, the Tribe currently intends to request that the Secretary accept title to the Property in trust for the benefit of the Tribe, determine that the Trust Property is eligible for gaming under IGRA, and prepare an EIS pursuant to NEPA as part of the Trust Acquisition process; and

WHEREAS, after the Trust Acquisition Date, the Tribe intends to use the Trust Property for the development, construction and operation of the Project; and

WHEREAS, the Tribe does not intend to make any physical changes to the environment on the Property prior to the Trust Acquisition Date; and

WHEREAS, the Tribe has not requested the County to issue, the County does not intend to commit itself to issue, and the Tribe would be able to consummate the Trust Acquisition and develop, construct and operate the Project if the County does not issue, any lease, permit, license, certificate or other entitlement for use relating to the Trust Acquisition, the Federal and State Actions or the Project; and

WHEREAS, by executing, delivering and performing this MOU, the County does not intend to exercise discretionary judgment over the Trust Acquisition, the Federal and State Actions or the Project; and

WHEREAS, the Trust Acquisition, the Federal and State Actions and the Project are not "projects" of the County within the meaning of CEQA and are not subject to the discretionary approval of the County; and

WHEREAS, after the Trust Acquisition Date, the County does not have the legal authority to assess real property taxes against the Trust Property or to collect other taxes or assessments from the Tribe; and

WHEREAS, although not legally required to do so, the Tribe nevertheless desires to make voluntary contributions to the County to mitigate potential impacts of the Trust Acquisition and Project on the County; and

WHEREAS, the Tribe intends that the total amount of the contributions which the Tribe will make to the County pursuant to this MOU exceeds the total amount of the taxes, fees and other assessments the County would receive from a private developer of a comparable project; and

WHEREAS, but for this MOU, the County would not receive such contributions from the Tribe; and

WHEREAS, the Tribe is not legally required to enter into this MOU in order to consummate the Trust Acquisition and the Federal and State Actions or develop, construct and operate the Project; and

WHEREAS, the County has met and conferred with the Cities and the Madera Unified School District prior to the approval and execution of this MOU; and

WHEREAS, the County has determined after two public hearings that it is in the best interests of the County to enter into this MOU and for the Tribe to develop, construct and operate the Project; and

WHEREAS, the County and the Tribe desire to establish a cooperative and mutually respectful government-to-government relationship and to address other governmental issues of mutual interest to the County and the Tribe.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

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

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

"Cities" means the City of Madera, California, and the City of Chowchilla, California, which Cities are the only cities located within the boundaries of the County.

"County" means Madera County, California, a political subdivision of the State, and its Departments, agencies and subdivisions.

"Construction Date" means the later of the date (i) the Tribe closes a loan to obtain funds from a financial institution (other than Developer) to finance construction of the Project, (ii) the Tribe commences vertical construction of the Project, (iii) the Tribe enters into a Tribal-State Compact, or (iv) the Chairman of the NIGC approves the Management Agreement between the Tribe and SC Madera Management, LLC.

"CPI Adjustment" means an annual adjustment in the applicable dollar amount which (i) is effective as of July 1 of each year, as applicable, during the term of this MOU and (ii) is equal to the percentage change in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers (CPI-U), U.S. city average for all items, for the previous May to May period, rounded to the nearest Thousand Dollars.

"Developer" means any or all of SC Madera Development, LLC and SC Madera Management, LLC (which are both independent contractors of the Tribe) and their respective affiliates, successors and assigns.

"EIS" means an environmental impact statement prepared by the Secretary as part of the Trust Acquisition process.

"Escrow Arrangement" means a payment arrangement pursuant to which the Tribe or its designee provides the County or its designee (which could be the Tribe or its contractor) with assurance of payment on terms, conditions and payment schedules (after the Construction Date and consistent with the County's requirements) agreed to by the Tribe and the County, including, without limitation, an escrow account, letter of credit or payment bond arrangement.

"Facility" means the gaming facility and those rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the gaming facility which are located on the Trust Property and described in the EIS.

"Federal and State Actions" means (i) the consummation of the Trust Acquisition, (ii) the NIGC Approvals, (iii) the negotiation and execution of the Tribal-State Compact

by the State Governor, the ratification of the Tribal-State Compact by the State legislature and the approval of the Tribal-State Compact by the Secretary, and (iv) the issuance or completion by federal, state or regional Public Agencies of approvals, permits, licenses, certifications, opinions or consultations requested by the Tribe in connection with the Trust Acquisition or the Project.

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

"MOU" means this Memorandum of Understanding, as the same may be amended by written agreement of the County and the Tribe from time to time.

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

"NIGC" means the National Indian Gaming Commission established pursuant to IGRA.

"NIGC Approvals" means (i) the approval by the NIGC of the Tribe's Tribal Gaming Ordinance and (ii) the approval by the Chairman of the NIGC of the Management Agreement between the Tribe and SC Madera Management, LLC.

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

"Party" means the County or the Tribe.

"Parties" means the County and the Tribe.

"Project" means the development, construction and operation of the Facility on the Property or the Trust Property.

"Property" means a parcel of approximately 305 acres of land which is located within the unincorporated area of the County and which is identified by the legal description set forth on Exhibit A hereto, or any portion of such land.

"Public Entity" means any federal, State, regional or local government entity, public authority, public agency, public corporation or any subdivision thereof, including, without limitation, the County and the Cities.

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

“State” means the State of California.

“Tribe” means the North Fork Rancheria of Mono Indians of California, a federally recognized tribe listed in the Federal Register as the Northfork Rancheria of Mono Indians of California.

“Tribal-State Compact” means all Tribal-State Gaming Compacts for the Project entered into between the Tribe and the State pursuant to IGRA, as approved by the Secretary or allowed to become effective by operation of law pursuant to IGRA.

“Trust Acquisition” means (i) the acquisition by the United States of title to the Property in trust for the benefit of the Tribe, and (ii) the determination by the Secretary or the NIGC that the Trust Property is eligible for gaming pursuant to the requirements of IGRA.

“Trust Acquisition Date” means the date on which the deed to the Property has been conveyed to and executed by the Secretary such that (i) the Trust Property is held in trust for the benefit of the Tribe and (ii) the Secretary or the NIGC has determined that the Trust Property is eligible for gaming pursuant to the requirements of IGRA.

“Trust Property” means, after the Trust Acquisition Date, that portion of the Property which is owned by the United States in trust for the benefit of the Tribe.

2. Non-Recurring Mitigation Contributions

(a) Total Non-Recurring Contribution

In order to mitigate potential impacts of the Project on the County and the surrounding communities and in lieu of any taxes, fees, charges, cost reimbursements, service fees and other assessments, the Tribe shall, as a government funding mechanism, make non-recurring contributions to the County or its designee as set forth in this Section 2.

(i) Non-Recurring Public Safety Resources Contribution

In order to mitigate potential impacts of the Project on fire protection, emergency medical, first responder and law enforcement resources of the County and the surrounding communities, the Tribe shall, as a government funding mechanism, make non-recurring contributions pursuant to an Escrow Arrangement totaling One Million

Nine Hundred Fifteen Thousand Dollars (\$1,915,000). Such funds may, in the County's discretion, be drawn upon and used by the County or its designee to supplement the County's budget for the purposes of (i) acquiring land for, constructing, and/or equipping (including, without limitation, acquiring fire apparatus and law enforcement vehicles) a fire protection and public safety facility located within a five minute response time to the Facility at a location to be selected by the County after meeting and conferring with the Tribe or (ii) such other public safety-related purposes as shall hereafter be mutually agreed upon by the County and the Tribe. Nothing in this MOU obligates or commits, or shall be construed to obligate or commit, the County to construct or approve any facilities or to make or approve any physical changes in the environment. Based on the preliminary information available to the Parties as of the date of this MOU, the Parties acknowledge and agree that (i) neither the Trust Acquisition, the Federal or State Actions, the Project nor this MOU, in and of themselves, create a need to acquire land for or construct a fire protection and/or public safety facility, (ii) the Tribe would be able to develop, construct and operate the Project if any such fire protection and/or public safety facility was not constructed, and (iii) the Tribe could develop, construct and operate its own fire protection and/or public safety facility on the Trust Property.

(ii) Non-Recurring Transportation Resources Contribution

In order to mitigate potential impacts of the Project on road and other transportation resources of the County which are not owned by the California Department of Transportation or the Cities, the Tribe shall, as a government funding mechanism, make non-recurring contributions after the Construction Date pursuant to an Escrow Arrangement equal to an amount estimated between Four Million Dollars (\$4,000,000) and Fifteen Million Dollars (\$15,000,000) based upon a traffic study and related environmental analyses and reports prepared in connection with the Project. Such funds may, in the County's discretion, be drawn upon and used by the County or its designee (i) to pay the actual costs of construction, improvement, equipping and environmental reports and analysis of County roads and other transportation resources which the County elects to complete on the basis of a traffic study after meeting and conferring with the Tribe, or such lesser amount as constitutes the Tribe's fair share (as determined by the traffic study) of such actual costs, and (ii) for such other road and transportation-related purposes as shall hereafter be mutually agreed upon by the County and the Tribe. The County agrees to explore the concept of the establishment of an area of benefit requiring late comer developers to reimburse the Tribe for a portion of the contributions made pursuant to this Subsection. Nothing in this MOU obligates or commits, or shall be construed to obligate or commit, the County to construct or approve any construction or improvement of road and other transportation resources or to make or approve any physical changes in the environment. Based on the preliminary information available to the Parties as of the date of this MOU, the Parties acknowledge and agree that (i) neither the Trust Acquisition, the Federal and State Actions, the Project nor this MOU, in and of themselves, create a need to construct or improve road and other transportation resources,

and (ii) the Tribe would be able to develop, construct and operate the Project if no such construction or improvement of road and transportation resources were to occur.

(iii) Non-Recurring Road Contribution Consistent with County Ordinances

In order to mitigate additional potential impacts of the Project on the County's budget for roads and in lieu of road impact fees, the Tribe shall, not later than thirty (30) days after the Construction Date, contribute to the County a one-time cash contribution of Six Hundred Thousand Dollars (\$600,000).

(iv) Non-Recurring Recreation Contribution

In order to mitigate additional potential impacts of the Project on the County's budget for certain recreational properties, the Tribe shall, not later than thirty (30) days after the Construction Date, contribute to the County a one-time cash contribution of Two Hundred Thousand Dollars (\$200,000) to be used for expenditures related to the Courthouse Park and the Ahwahnee property.

(v) Non-Recurring School Contribution

In order to mitigate additional potential impacts of the Project on the Madera Unified School District's budget for schools and in lieu of school impact fees, the Tribe shall, not later than thirty (30) days after the Construction Date, contribute to the Madera Unified School District a one-time cash contribution of One Hundred Fifty Thousand Dollars (\$150,000).

(b) Annual Adjustment

The dollar amounts of the contributions referenced in Section 2(a) shall be subject to the CPI Adjustment as of July 1, 2005 and each July 1 thereafter.

(c) County Legal Fees Reimbursement

Commencing thirty (30) days after the date of this MOU, the Tribe agrees to reimburse the County up to Fifty Thousand Dollars (\$50,000) for the cost of outside counsel retained by the County prior to and including the Construction Date to assist the County in negotiating this MOU and consummating the transactions contemplated hereby. If the County requests reimbursement under this provision, it shall present to the Tribe, along with its request for reimbursement, a copy of invoices submitted by the outside counsel retained for such purposes.



3. Recurring Mitigation Contributions

(a) Total Recurring Contributions

In order to mitigate potential impacts of the Project on the County and the surrounding communities, and in lieu of any taxes, fees, charges, cost reimbursements, service fees and other assessments, the Tribe shall make recurring contributions of up to a maximum of Four Million Thirty-Five Thousand Dollars (\$4,035,000) per annum as set forth in this Section 3(a).

(i) North Fork Rancheria Charitable Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Charitable Foundation (the "Charitable Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Charitable Foundation of Two Hundred Thousand Dollars (\$200,000) per annum. The Charitable Foundation shall be governed by a board of directors (the "Charitable Foundation Board") consisting of two (2) members designated by the Tribe, two (2) members designated by the County and one (1) member selected by the other members; provided, however, that the Parties shall consult with each other with respect to the designation of such members. All decisions of the Charitable Foundation shall be made by majority vote of the Charitable Foundation Board. The funds in the Charitable Foundation shall be used to supplement monies otherwise available to recipients of such funds and shall be used for purposes which mitigate potential social impacts of the Project or otherwise benefit the County, including recreation, park services, senior centers, youth programs, service club projects, or such other programs or activities as may be agreed upon by the Charitable Foundation Board. At least Seventy-Five Thousand Dollars (\$75,000) of such annual contributions shall be invested annually in programs or activities suggested by County representatives on the Charitable Foundation Board and at least Seventy-Five Thousand Dollars (\$75,000) of such annual contributions shall be invested annually in programs or activities suggested by the Tribe's representatives on the Charitable Foundation Board. All funds shall be allocated by a majority vote of the Charitable Foundation Board.

(ii) North Fork Rancheria Economic Development Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Economic Development Foundation (the "Economic Development Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Economic Development Foundation of Two Hundred Fifty Thousand Dollars (\$250,000) per annum. The Economic Development

Foundation shall be governed by a board of directors (the "Economic Development Foundation Board") consisting of two (2) members designated by the Tribe, two (2) members designated by the County and one (1) member selected by the other members; provided, however, that the Parties shall consult with each other with respect to the designation of such members. All decisions of the Economic Development Foundation shall be made by a majority vote of the Economic Development Foundation Board. The funds in the Economic Development Foundation shall be used County-wide for purposes which mitigate potential impacts of the Project, benefit the County, or are unanimously agreed upon by the Economic Development Foundation Board.

(iii) North Fork Rancheria Educational Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Educational Foundation (the "Educational Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Educational Foundation of Four Hundred Thousand Dollars (\$400,000) per annum. The Educational Foundation shall be governed by a board of directors (the "Educational Foundation Board") consisting of two (2) members designated by the Tribe, two (2) members designated by the County (one of whom shall be a member of the Madera Unified School District and the other of whom shall be a member of the Chawanakee School District) and one (1) member who shall be the County Superintendent of Schools. All decisions of the Educational Foundation shall be made by a majority vote of the Educational Foundation Board. The funds in the Educational Foundation shall be used to supplement monies which would otherwise be available to recipients of such funds and shall be used for purposes which provide funding to support the instructional programs of the local school districts, to support work force development and training programs or to mitigate potential impacts of the Project.

(iv) North Fork Rancheria Unincorporated Area Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Unincorporated Area Foundation (the "Unincorporated Area Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Unincorporated Area Foundation of Two Hundred Fifty Thousand Dollars (\$250,000) per annum. The Unincorporated Area Foundation shall be governed by a board of directors (the "Unincorporated Area Foundation Board") consisting of three (3) members designated by the Tribe and two (2) members designated by the County; provided, however, that the Parties shall consult with each other with respect to the designation of such members. All decisions of the Unincorporated Area Foundation shall be made by a majority vote of the Unincorporated Area Foundation Board. The funds in the Unincorporated Area Foundation shall be used

for purposes which mitigate potential impacts of the Project, benefit unincorporated areas of the County or are unanimously agreed upon by the Unincorporated Area Foundation Board, including community development, education, beautification, infrastructure, parks/recreation, business relations/development/attraction, and assistance to other non-profit organizations.

(v) Certain Recurring Contributions

In order to mitigate potential impacts of the Project within the County, the Tribe shall, as a government funding mechanism, contribute to the County recurring contributions in the following amounts per annum:

(A) Two Hundred Fifty Thousand Dollars (\$250,000) to be used to establish or supplement the County's budget for neighborhood housing or other workforce programs;

(B) commencing one hundred and eighty (180) days prior to the estimated Opening Date, the lesser of (1) Four Hundred Fifteen Thousand Dollars (\$415,000) or (2) the costs to the County of the salary and benefits (including all service expenses and supply expenses) of one-half (½) of a sergeant position and five (5) deputy positions, which contributions shall be used to supplement the County's budget for law enforcement;

(C) commencing ninety (90) days prior to the estimated Opening Date, the lesser of (1) One Million Two Hundred Thousand Dollars (\$1,200,000) or (2) the costs to the County of the salary and benefits (including all service expenses and supply expenses) of three (3) fire captains/fire apparatus engineers and six (6) firefighters/fire apparatus engineer positions, which contributions shall be used to supplement the County's budget for fire protection;

(D) Fifty Thousand Dollars (\$50,000) to be redistributed to the County Department of Behavioral Health Services or its successor department to be used to supplement the Department's budget for alcohol education and the treatment and prevention of problem gambling and gambling disorders;

(E) Seventy Thousand Dollars (\$70,000) to be used for the maintenance, operation and preservation of open space within the Courthouse Park and the Ahwahnee property; and

(F) One Hundred Thousand Dollars (\$100,000) to be used to fund additional public safety support/administrative positions with the County's public protection budget.

(vi) Additional Recurring Contributions

In order to mitigate additional potential impacts of the Project on the County and the Cities, the Tribe shall, as a government funding mechanism, contribute to the County a recurring contribution in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000) per annum to be distributed by the County as follows:

County	\$500,000
City of Madera	\$250,000
City of Chowchilla	\$100,000

The contributions which are made by the Tribe to the County pursuant to this Subsection and which are to be used by the County shall be used to supplement the County's general fund public facilities budget. Twenty percent (20%) of the contributions which are made by the Tribe to the County pursuant to this Subsection and which are redistributed by the County to the City of Madera shall be used for the transportation budget of the City of Madera. Twenty percent (20%) of the contributions which are made by the Tribe to the County pursuant to this Subsection and which are redistributed by the County to the City of Chowchilla shall be used for the transportation budget of the City of Chowchilla and the remainder of such contributions shall be used to supplement the public facilities budget of the City of Chowchilla. The County has determined that the contributions referenced in Sections 2 and 3 are, in the opinion of the County after consultation with the Cities, sufficient to mitigate additional potential non-recurring and recurring impacts of the Trust Acquisition and the Project on the County and the Cities which are not specifically identified or mitigated elsewhere in this MOU.

(b) Annual Adjustment

The dollar amounts of the contributions referenced in Section 3(a) shall be adjusted by the CPI Adjustment as of the July 1 following the Opening Date and each July 1 thereafter.

(c) Payment Terms

Where recurring contributions are to be made on a per annum basis, the contribution shall be made in twelve (12) equal monthly installments, unless the recipient agrees otherwise. The first recurring contribution shall be prorated for the applicable period. Unless otherwise specified, the first recurring contribution shall be made thirty (30) days after the Opening Date.

4. Contribution Matters

(a) Distribution of Contributions

Except for contributions to improve roads of the Cities or the State, the Parties intend for the contributions referenced in Sections 2 and 3 to constitute all of the contributions which the Tribe shall make to all County Departments, agencies and subdivisions and to all other local and regional Public Entities which are located within, or have jurisdiction within the boundaries of, the County, including, without limitation, the Cities. The County shall be responsible for distributing such contributions to the appropriate County Departments, agencies, subdivisions and Cities.

(b) Contribution Terms

The Parties acknowledge and agree that the Project and the Tribe's contribution and other obligations as set forth in this MOU are, and shall be, contingent upon (i) the Secretary accepting trust title to the Trust Property, (ii) the occurrence of the Construction Date, (iii) the Tribe and the State entering into a Tribal-State Compact, and (iv) in the case of the recurring contributions set forth in Section 3 (unless otherwise specified in Subsection 3(a)(v)), the occurrence of the Opening Date. In the event the Construction Date or the Opening Date does not occur for any reason, contributions payable after the Construction Date or the Opening Date, as the case may be, shall not be due. The County shall make good faith efforts to segregate and identify expenditures made with contributions provided to the County by the Tribe under this MOU and to publicly attribute such expenditures to the Tribe.

(c) Deductions

The Tribe may deduct the following amounts from the next contribution which the Tribe would otherwise be required to make pursuant to Sections 2 and 3:

(i) the amount which the Tribe pays the County in excess of the amounts identified in Sections 2 and 3;

(ii) the amount of any contribution which the Tribe pays in advance of the dates set forth in Sections 2, 3 and 4, plus interest on such amount at the prime lending rate of Bank of America from the date the payment is made until the date the payment would otherwise have been due;

(iii) sixty percent (60%) of the amount of any payments which the County receives from the Indian Gaming Special Distribution Fund established pursuant

to California Government Code Section 12714 or similar funds which are attributable to or earmarked for the Tribe or the Project;

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

(v) should a late comer developer make contribution(s) to fund the same items set forth in Subsections 2(a)(i) and 2(a)(ii), the Tribe shall be entitled to a dollar-for-dollar deduction or refund until such time as the Tribe recovers up to sixty percent (60%) of the contributions made by the Tribe under Subsections 2(a)(i) and 2(a)(ii).

(d) No Other Payments

Except as is expressly set forth in Section 2 or 3, the Tribe shall not be required pursuant to this MOU or otherwise to:

(i) make any payments, reimbursements, contributions or investment to, through or on behalf of the County for any taxes, fees, charges, cost reimbursements, service fees or other assessments;

(ii) pay the County any other contributions or payments in mitigation of any economic or other impacts of the Project or any other developments on the Trust Property; or

(iii) acquire rights to any real property, grant or transfer to the County any rights to any real property, place any conservation or other easement on any real property, or otherwise agree to forgo any rights with respect to any real property.

5. Environmental Review

(a) NEPA Matters

The Parties acknowledge their understanding that (i) in connection with the Secretary's decision with respect to whether to accept trust title to the Property, the Secretary will be required to comply with NEPA, (ii) the Secretary will accept the Tribe's request to prepare an EIS, as distinguished from a less comprehensive environmental assessment, (iii) the Secretary will provide public notices relating to the preparation of an EIS in accordance with NEPA, (iv) the Secretary will provide the County, the Cities, other Public Entities and the public with the opportunity to comment on the draft EIS, and (v) the County's opportunity to comment on the draft EIS will include the opportunity to

comment on the adequacy of any proposed mitigation measures intended to mitigate potential impacts of the Trust Acquisition and the Project.

(b) Environmental Laws

In connection with the Tribe's application to the Secretary to accept trust title to the Property, the Tribe shall provide the Secretary with such information, assistance and cooperation as shall be necessary or appropriate to enable the Secretary to comply with the following federal statutes, Executive Orders, regulations, standards and processes, to the extent applicable:

- (i) the Endangered Species Act;
- (ii) the Farmland Protection Policy Act;
- (iii) the National Historic Preservation Act;
- (iv) the Clean Air Act;
- (v) the National Ambient Air Quality Standards;
- (vi) Executive Order No. 11988 (Floodplain Management);
- (vii) Executive Order No. 11990 (Protection of Wetlands);
- (viii) Section 404 of the Clean Water Act; and
- (ix) Executive Order No. 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations).

(c) CEQA Matters

(i) The Trust Acquisition, the Federal and State Actions, the Project and the approval, execution, delivery, performance and consummation of the transactions contemplated by this MOU are not activities that, within the meaning of CEQA, (A) are directly undertaken by the County and the surrounding communities, (B) are supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance from the County or the surrounding communities, or (C) involve the issuance of a lease, permit, license, certificate or other entitlement for use by the County or the surrounding communities.

(ii) By approving, executing, delivering, performing and consummating the transactions contemplated by this MOU, the County does not, and

does not commit itself to, (A) issue any lease, permit, license, certificate or entitlement for use, (B) develop, construct or improve any facilities or cause any other physical changes to the environment, or (C) approve, shape, deliberate on or otherwise exercise judgment over the Trust Acquisition, the Federal and State Actions or the Project.

(iii) The Trust Acquisition, the Federal and State Actions and the Project, the approval, execution and delivery of this MOU and the performance and consummation of the transactions contemplated by this MOU are not "projects" (as such term is defined in CEQA) of the County.

(iv) This MOU should be construed to be a government payment and funding mechanism which does not commit the County or the Cities to make any physical changes in the environment.

(v) The County does not, in any event, have sufficient information as of the date of this MOU to make any commitment to the Tribe to make any physical changes in the environment.

(vi) If and to the extent the County hereafter determines that it is required to comply with CEQA with respect to any "project" (as such term is defined in CEQA) which causes a physical change in the environment, the County fully intends to comply with CEQA at such time.

(d) Identification of Certain Issues

Based on the preliminary investigation of the Property which the Tribe has conducted as of the date of this MOU, the Tribe has not identified on the Property any of the following: (i) land subject to a Williamson Act (California Gov. Code § 51200 *et. seq.*) contract or a conservation easement; (ii) unique, rare or threatened plant species or plant communities; (iii) prehistoric, paleontological, archeological, historic or cultural resources; (iv) mineral resources; (v) human remains, (vi) hazardous materials; or (vii) active fault lines or areas with active fault movement.

(e) Further Investigations

Nothing in this MOU is intended to prejudice the results of further investigations of the Property, or to state or imply that resources, potential impacts or other matters referenced in this Section may not be identified in the future based on further investigation. Also, nothing in this MOU is intended to state or imply that the County's decision to enter into this MOU depends in any way upon the results of the Tribe's preliminary investigation of the Property to date or that any given consequence would or would not follow from the identification of any of the resources, potential impacts or other matters referenced in this Section.



6. Additional Tribal Covenants

(a) County Services

The Parties acknowledge that, under the current design of the Project, the Tribe has not requested and does not intend to request the County to provide, and the County does not hereby commit itself to provide, water, wastewater, electricity, natural gas or telecommunications services to the Project, the Property or the Trust Property.

(b) City of Madera Water and Wastewater Services

The Parties acknowledge that the Tribe has not yet determined whether it intends to request the City of Madera to provide water or wastewater services to the Project, the Property or the Trust Property. Any such arrangements for City of Madera water or wastewater services shall be made solely by and between the Tribe and the City of Madera, shall not involve or require approval of the County, shall be addressed by separate arrangements, and shall not entitle the Tribe to any deduction of, or offset against, contributions required by this MOU. The Parties further acknowledge and agree that, based on the information available to the Parties as of the date of this MOU, the Tribe would be able to develop, construct and operate its own water and wastewater systems on the Property or the Trust Property and, therefore, the Tribe would be able to develop, construct and operate the Project if it did not obtain water or wastewater services from the City of Madera.

(c) Other Wastewater Matters

In the event the Tribe develops and constructs its own wastewater treatment system on the Trust Property, the Tribe shall (i) obtain a National Pollution Discharge Elimination System permit for wastewater discharge if and as required by the Clean Water Act (33 U.S.C. § 1311) from the United States Environmental Protection Agency, and (ii) construct a tertiary treatment system or similar system. To the extent feasible and commercially reasonable (as determined by the Tribe), the Project shall incorporate measures to minimize wastewater flows and use recycled water.

(d) Solid Waste Disposal Matters

Unless otherwise agreed by the County, the Tribe agrees to obtain solid waste services from the County's solid waste service franchisee at such franchisee's standard terms and rates and shall implement single stream recycling and green waste diversion. Payment by the Tribe for waste disposal shall not entitle the Tribe to any deduction of, or offset against, contributions required by this MOU.

(e) Building Codes and Other Arrangements

In the event that the Tribal-State Compact does not contain provisions which are substantially similar or identical to (i) the minimum gaming age provisions of Section 6.3 of the 1999 model State compact (with the minimum gaming age being 21), (ii) the food and beverage handling provisions and the safe drinking water standards of Sections 10.2(a) and (b) of the 1999 model State compact, and (iii) the building code and inspection provisions of Subsections 6.4.2(d) through (k) of the June 2004 State compact amendments, the County may request that the Tribe enter into negotiations with the County, in which event the Tribe shall enter into good faith negotiations with the County, to execute and deliver an agreement or other arrangement with the County on mutually agreeable terms relating to the topics addressed in those compact or compact amendment provisions, which agreements or arrangements shall not, in any event, be less favorable to the County than the provisions set forth in the referenced compact or compact amendment provisions.

(f) Gaming Age Limitation

The Tribe shall prohibit persons under the age of 21 years from entering and remaining in any area in which gaming activities are being conducted.

(g) No Golf Course

The Tribe does not intend to, and, unless otherwise agreed by the City of Madera, the Tribe shall not, construct a golf course on the Trust Property until the earlier of (i) twenty (20) years from the date of this MOU, (ii) the date on which the aggregate number of rounds of golf played on the Madera Municipal Golf Course in any given calendar year exceeds 60,000 18-hole equivalent rounds, or (iii) the date on which the Madera Municipal Golf Course is sold or ceases operations.

(h) No Water Park

The Tribe does not intend to, and, unless otherwise agreed by the County, the Tribe shall not, develop, construct or operate a water park on the Trust Property within twenty (20) years from the date of this MOU.

(i) Employment of County Residents

The Tribe shall work in good faith with the Cities and the County to employ qualified residents of the County at the Facility to the extent permitted by applicable law. The goal will be that fifty percent (50%) of the new hires will be County residents to the extent permitted by applicable law. Prior to the opening of the Facility, the Tribe shall

offer training programs to assist County residents to become qualified for employment. Nothing in this Section shall be interpreted to limit or modify the Tribe's policy of Indian preference in employment.

(j) No Submission to Jurisdiction

The Parties acknowledge and agree that nothing in this MOU shall be construed as constituting a submission by the Tribe to the jurisdiction of the County (except as expressly set forth in Sections 14(d) and 15 herein with respect to the Tribe's submission to the jurisdiction of certain courts). Nothing in this MOU shall be construed to state or imply that the Tribe would be required to make the contributions or covenants set forth in this MOU other than pursuant to the terms and conditions of this MOU.

7. Mutual Aid Arrangements

(a) Mutual Aid

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

(b) Law Enforcement

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

(c) Additional Mutual Aid Arrangement Matters

The Parties do not intend that (i) the Tribe shall make any contributions or

payments to the County or any other entity pursuant to the mutual aid or other agreements or arrangements contemplated by this Section or (ii) the Tribe shall be required to include the County as a party to, or obtain the approval of the County for, any such mutual aid or other agreements or arrangements between the Tribe and any entity other than the County. The County acknowledges that it currently has mutual aid agreements or arrangements with the Cities and the counties surrounding the County relating to fire protection, emergency medical, first responder and law enforcement responses.

8. Term

(a) Effective Date

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

(i) this MOU has been approved or ratified by the County Board of Supervisors, approved as to form by the County Counsel, and executed and delivered by the County; and

(ii) this MOU has been approved or ratified by the Tribe's Tribal Council, approved as to form by legal counsel to the Tribe, and executed and delivered by the Tribe.

(b) Expiration Date

Subject to the early termination provisions of this MOU, this MOU shall expire on the later of (i) the twentieth (20<sup>th</sup>) anniversary of the date of this MOU, or (ii) the date of the expiration or termination of the Tribal-State Compact.

9. Termination Events

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

(a) after the Trust Acquisition Date, (i) the Trust Property (A) is thereafter no longer "Indian country" within the meaning of federal law, (B) is removed from trust or restricted status such that the Trust Property is no longer held in trust by the United States for the benefit of the Tribe, or (C) is not eligible for the development or operation of the Project or the Facility for any reason and (ii) the Tribe ceases gaming operations on the Trust Property; or

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

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

(d) the Tribe ceases gaming operations on the Trust Property.

10. Suspension Events

If, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations, or the events listed in Section 11, a material portion of the gaming operations previously conducted by the Tribe on the Trust Property are suspended or terminated, the Parties' obligations under this MOU shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; changes in law, regulation or governmental policy that has a material adverse affect on the Project; riots; war; or terrorism. Nothing in this Section shall reduce the Tribe's liability for contributions or other payments which become due and payable prior to the date such gaming operations are suspended or terminated.

11. Renegotiation Provision

(a) Tribe Renegotiation Events

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

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

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

(iii) the Tribal-State Compact, as amended or interpreted from time to time, (A) does not authorize the Tribe to conduct the scope of Class III (as defined in IGRA) gaming activities authorized by the State 1999 model Tribal-State Gaming Compact, or (B) does not authorize the Tribe to operate at least 2000 gaming devices.

(b) County Renegotiation Events

At the County's request, the Tribe shall renegotiate one or more of the provisions of this MOU if the Tribe materially expands the public spaces of the Facility.

(c) Effect of Expiration or Termination

Upon the expiration or termination of this MOU, and except for Sections 6(c), 6(d), 6(e), 6(i), 6(j), 14, 15 and 16 (which Sections and Subsections shall survive such expiration or termination for a period of twenty (20) years after such expiration or termination), the provisions of this MOU shall be of no further force or effect and none of the provisions of this MOU shall survive such expiration or termination; provided, however, that the Tribe shall continue to make contributions pursuant to the terms of this MOU which became due and payable prior to any expiration or termination date. Subsections 6(g) and 6(h) of this MOU shall survive for twenty (20) years from the date of this MOU.

(d) Renegotiation Procedures

All requests by either Party to renegotiate or amend this MOU shall be by written notice addressed to the other Party and shall identify the provisions of this MOU to be negotiated. Upon receipt of such notice, the Parties shall be obligated to renegotiate this MOU in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within fifteen (15) days of receipt of notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so. The purpose of the negotiations will be to renegotiate the provisions of this MOU in good faith so that the Parties will retain substantially the same rights and economic benefits in the aggregate from the Project as contemplated on the date of execution of this MOU.

12. Severability

(a) If any provision of this MOU is held by the Secretary, the arbitrators or a court of competent jurisdiction to be illegal, invalid, unenforceable, or unauthorized under present or future laws, the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the illegal, invalid, unenforceable,

unauthorized or non-compliant provision or by its severance from this MOU. In the event of any such determination, the Parties shall enter into good faith negotiations to replace the invalid provision with a valid provision, the economic effect of which comes as close as possible to that of the invalid provision, which negotiations shall be conducted pursuant to the provisions of Subsection 11(d) of this MOU.

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

13. Scope

This MOU is intended to apply and shall be construed to apply solely to the Property and, after the Trust Acquisition Date, solely to the Trust Property and shall not be construed to apply to any other property.

14. Dispute Resolution Provisions

(a) Dispute Resolution

In an effort to foster good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from engaging in gaming and other commercial activities and benefiting therefrom, the Parties agree to the dispute resolution procedures set forth in this Section.

(b) Meeting

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

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

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

(c) Arbitration

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then the Parties may seek to have the dispute resolved by arbitration in accordance with the following procedures:

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

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

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

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

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

(vi) The arbitration shall be administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified by the provisions of this MOU.

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

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

(ix) Subject to the provisions of this Section, the arbitrators shall be empowered to grant (A) compensatory and declaratory relief, and (B) specific performance as to the covenants in Sections 6, 11 and 12 of this MOU.

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

(d) Confirmation of Decisions



Any Party to an arbitration in which a decision has been made pursuant to this Section may petition the federal District Court for the Eastern District of California or the State Superior Court for Madera County to affirm the decision. The Parties expressly consent to be sued in such Courts for affirmation of any such decision. A decision shall be affirmed, provided that:

(i) The decision is limited to matters specifically arising under this MOU.

(ii) No monetary damages may be awarded except those which require the payment of sums pursuant to breaches of obligations of the Parties under this MOU and which are not inconsistent with Section 17 and the Tribe's limited waiver of sovereign immunity as set forth in Subsection 16(b).

(iii) No person or entity other than the Parties or the Developer is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party other than the Developer.

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

(e) Actions

The express waivers and consents provided for in this Section and Sections 15 and 16 shall only extend to the following: civil actions specifically arising under this MOU; civil actions to compel arbitration; civil actions to determine whether a matter is subject to arbitration or determine the scope of the arbitration; any arbitration proceeding as provided herein; any action to confirm or enforce any judgment or arbitration award as provided herein; and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this MOU, no other waivers or consents to be sued, either express or implied, are granted by either Party.

(f) Other Dispute Resolutions

This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, mediation or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

(g) Confidentiality

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

15. Expedited Procedure for Threats to Public Safety

(a) Judicial Litigation

If the County or the Tribe reasonably believes that the other's violation of Section 6 of this MOU has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in Section 14, the complaining Party may proceed with judicial litigation consistent with the provisions of this Section 15.

(b) Consent to Jurisdiction

The Parties consent to the jurisdiction of the courts identified in Section 14(d) for purposes of obtaining declaratory relief and specific performance under this Section. Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail - Return Receipt Requested in accordance with the notice provisions of Section 18 of this MOU.

(c) Suspension or Termination

Except as provided in this Section and notwithstanding any other provision of this MOU, the County will not have the right to seek a decision from an arbitrator or court order to suspend or terminate the Project, the Facility or the Tribe's gaming operations.

16. Limited Waiver of Sovereign Immunity

(a) Waiver

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

(b) Limitations on Tribe's Waiver

The Tribe's waiver of sovereign immunity in favor of the County is specifically limited to permitting, and does permit, the decisions referenced in Subsection 14(c)(ix) and actions referenced in Subsection 14(e). The arbitrators and the courts will have no authority or jurisdiction to issue any monetary award or damages or order the execution or enforcement of any monetary award or damages against any assets or revenues of the Tribe except for the Tribe's share of the net revenues (as defined by IGRA) from the Facility. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, or (ii) disputes between the Tribe and the County which do not specifically arise under this MOU.

(c) Tribal Council Resolution

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

17. Damages

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

18. Indemnification

The Tribe agrees to indemnify, defend and hold harmless the County from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees) arising from any action or proceeding filed against the County which challenges the County's approval, execution or delivery of this MOU on the basis of claims related to CEQA; provided, however, that the County's

defense shall be conducted by outside legal counsel selected by the Tribe and acceptable to the County.

19. Third Party Matters

The County acknowledges and agrees that Developer does not have any obligations or liabilities under, or with respect to, this MOU. This MOU is not intended to, and will not be construed to, create any right on the part of any other third party to bring any action or to otherwise enforce any of its terms.

20. Binding MOU

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

21. Notice

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

For the Tribe:

North Fork Rancheria of Mono Indians of California  
P.O. Box 929  
North Fork, California 93643  
Telephone: (559) 877-2461  
Fax: (559) 877-2467  
Attention: Chairperson

With a copy to:

California Indian Legal Services

510 16<sup>th</sup> Street, Fourth Floor  
Oakland, California 94612  
Telephone: (510) 835-0284  
Fax: (510) 835-8045  
Attention: John A. Maier, Esq.

For the County:

County of Madera California  
209 W. Yosemite Avenue  
Madera, CA 93637  
Telephone: (599) 675-7703  
Fax: (599) 673-3302  
Attention: Chairman of the Board of Supervisors  
County Counsel

22. Governing Law

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

23. Construction of MOU

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

24. Tribal County Advisory Committee

(a) Jurisdiction

The County and the Tribe agree to establish a permanent committee to be known as the Tribal County Advisory Committee. Matters within the jurisdiction of the Tribal

County Advisory Committee shall include questions related to implementation of this MOU and concerns over any matter within the scope of this MOU.

(b) Composition

The Tribal County Advisory Committee shall be composed of three (3) representatives of the County and three (3) representatives of the Tribe.

(c) Meeting Times

The Tribal County Advisory Committee shall meet on an as-needed basis, but not, in any event, less than annually, in accordance with procedures established by such Committee.

(d) Authority

The Tribal County Advisory Committee may make recommendations to the Tribe and the County which both Parties shall consider before implementing any actions concerning the subject matter of this MOU.

25. Approval by the Department of the Interior

Although the Parties believe approval is not required, the Parties will submit this MOU to the Department of the Interior for either (a) approval pursuant to 25 U.S.C. §81 or (b) a written response that this MOU does not require approval under 25 U.S.C. §81.

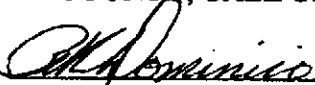
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IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first set forth above.

MADERA COUNTY, CALIFORNIA

Date: August 6, 2004

By:

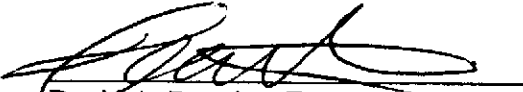


Ronn Dominici  
Chairman of the Board of Supervisors

APPROVED AS TO LEGAL FORM BY  
MADERA COUNTY COUNSEL:

Date: August 16, 2004

By:

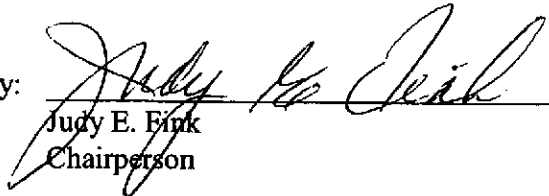


David A. Prentice, Esq.  
County Counsel

NORTH FORK RANCHERIA OF MONO  
INDIANS OF CALIFORNIA

Date: August 16, 2004

By:

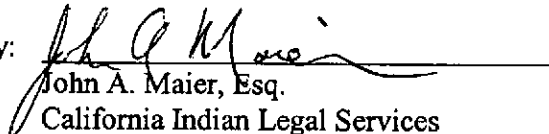


Judy E. Fink  
Chairperson

APPROVED AS TO LEGAL FORM BY  
LEGAL COUNSEL TO THE TRIBE:

Date: August 16, 2004

By:



John A. Maier, Esq.  
California Indian Legal Services  
Legal Counsel to the Tribe

**EXHIBIT A  
TO MEMORANDUM OF UNDERSTANDING**

**PROPERTY DESCRIPTION**

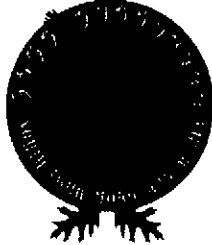
**Real Property in the unincorporated area of the County of Madera, State of California,  
described as follows:**

**Parcel No. 1: APN: 033-030-010 thru 015 and 017**

**Parcels 1, 2, 3, 4, 5, 6 and 8 of Parcel Map 3426 in the unincorporated area of the County  
of Madera, State of California, as per map recorded September 7, 1995, in Book 44,  
Pages 15 and 16 of Parcel Maps, in the office of the County Recorder of said county.**



EXHIBIT B  
TO MEMORANDUM OF UNDERSTANDING  
TRIBAL COUNCIL RESOLUTION



**RESOLUTION 04-05**

**Resolution Authorizing a Limited Waiver of Sovereign Immunity with  
Respect to the Approval of a Memorandum of Understanding with the County of  
Madera**

**WHEREAS:** The North Fork Rancheria of Mono Indians of California (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution of the Tribe (the "Constitution"); and

**WHEREAS:** Article III, Section 2 of the Constitution provides that the governing body of the Tribe is the Tribal Council; and

**WHEREAS:** Article VI, Section 1 of the Constitution provides the Tribal Council with the authority, on behalf of the Tribe, to negotiate, execute and deliver agreements with local governments and to provide a limited waiver of the Tribe's sovereign immunity; and

**WHEREAS:** The Tribe desires to enter into a legally binding intergovernmental agreement with the County of Madera (the "County") to mitigate any off-reservation impacts of its proposed gaming facility to be located on Indian lands located near Avenue 17 and Highway 99 in an unincorporated area of the County; and

**WHEREAS:** The Tribal Council, with the assistance of counsel, has negotiated a Memorandum of Understanding (the "MOU") between the Tribe and the County; and

**WHEREAS:** The Tribal Council has determined that it is in the best interests of the Tribe to enter into the MOU with the County; and

**WHEREAS:** The Tribal Council recognizes the need for the Tribe to provide a limited waiver of sovereign immunity with regard to disputes specifically arising under the MOU, and to consent to arbitration and to the limited jurisdiction of the courts as

provided and to the extent set forth in the MOU.

**NOW, THEREFORE, BE IT RESOLVED**, the Tribal Council, as provided and to the extent set forth in the MOU, hereby: (i) grants a limited waiver of the Tribe's sovereign immunity in favor of the County (but not as to any other person or entity) pertaining solely to disputes specifically arising under the MOU, and (ii) consents to arbitration and to the limited jurisdiction of the courts; and

**BE IT FURTHER RESOLVED**, the Tribal Council hereby approves the MOU on behalf of the Tribe and authorizes Judy E. Fink, the Chairperson of the Tribe, to execute and deliver the MOU to the appropriate County officials on behalf of the Tribe; and

**BE IT FURTHER RESOLVED**, any material amendments to the MOU shall be brought back to the Tribal Council for consideration and approval.

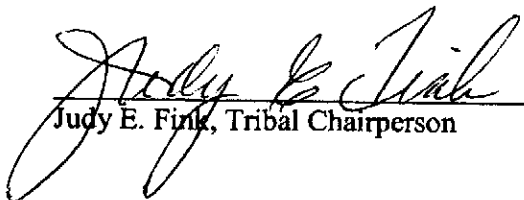
#### CERTIFICATION

As Tribal Secretary of the North Fork Rancheria of Mono Indians of California, I certify that at a meeting of the Tribal Council of the North Fork Rancheria of Mono Indians of California, called and convened on the 16<sup>th</sup> day of August, 2004, at which a legal quorum was present, this resolution was adopted by a vote of 5 For  Against, and  Abstaining, and said resolution has not been rescinded or amended in any way.

  
Jacqueline Van Huss, Secretary

August 16, 2004  
Date

Attested to by:

  
Judy E. Fink, Tribal Chairperson

August 16, 2004  
Date

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** ("Agreement") is made and entered into and operative on this 31 day of January, 2006 by and between the North Fork Rancheria of Mono Indians of California (the "Tribe"), a federally recognized Indian tribe, on behalf of itself and its affiliates, and UNITE HERE International Union (the "Union") on behalf of itself and its affiliates, and pertains to the tribal gaming facility and other related facilities providing hospitality or recreational services to the casino guests, the only significant purpose of which is to facilitate patronage of the class III gaming operations ( the "Casino") operated or to be operated by the Tribe or any legal entity substantially under the control of the Tribe in Madera County, California. The Tribe and the Union are collectively the "Parties."

### RECITALS

- A. The Tribe is a federally recognized Indian tribe which has requested that the Secretary of the Interior accept the Property, which is located in an unincorporated area of Madera County, California, into trust for the benefit of the Tribe.
- B. The Tribe desires to engage in tribal gaming on the Property pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.*, and has requested a tribal-state compact with the State of California authorizing Class III gaming activities
- C. The Compact will require the Tribe to adopt a Tribal Labor Relations Ordinance ("TLRO"), which will be attached as an exhibit to the Compact.
- D. The Tribe is planning to develop a commercial entertainment enterprise (the "Complex") on the property to include a gaming facility.
- E. The Union organizes employees for the purposes of bettering workers' wages, hours and other conditions of employment.
- F. The Union represents an effective ally and beneficial partner in the Tribe's efforts to engage in economic development.

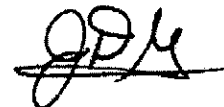
**NOW, THEREFORE, THIS AGREEMENT** is made and entered into by and between the Union and the Tribe.

- 1. Pursuant to the terms of this Agreement, employees shall have the right to self-organization, to form, join, or assist the Union, to bargain collectively through the Union, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. The Tribe shall refrain from any interference with, restraint or coercion of employees in the exercise of these rights, provided that employees have the right to refrain from any and all activities described in this Section, and the Union agrees not to restrain or coerce employees in the exercise of the rights described in



this Section. The exclusive remedy for a violation of these obligations shall be the procedure set forth within this Agreement.

2. The term "Employees" is defined to include all individuals employed at the Complex except supervisors, guards, confidential employees, any employee of the Tribal Gaming Commission, any employee of the security or surveillance department (other than those who are responsible for the technical repair and maintenance of equipment), any cash operations employee who is a "cage" employee or money counter or any casino auditor or any dealer.
3. The bargaining unit contemplated by this Agreement shall be a single unit of all Complex employees listed in Exhibit A.
4. The parties agree that they have created a system for resolving all problems that may arise during the term of this Agreement. Therefore, there does not exist the need for either party to resort to practices intended to exert economic pressure on the other party in order to resolve a problem or achieve a goal. The Tribe shall not lockout the employees or take other economic actions designed to coerce the union. The Union agrees that it will not engage in strikes, sympathy strikes, picketing, boycotts, or other adverse economic activity at the Complex.
5. The Tribe will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Tribe to the selection of the Union as the exclusive bargaining agent of the employees. The Union also agrees that, neither the Union nor any of its officers, representatives, agents or employees will express publicly any negative comments concerning the motives, integrity or character of the Tribe, the Tribe's management contractor, in its capacity as the Tribe's management contractor, or any of their officers, agents, directors or employees. The Union and its representatives will not directly or indirectly coerce or threaten any employee in an effort to obtain authorization cards.
6. If the Union provides written notice to the Tribe of its intent to organize Employees covered by this Agreement, the Tribe shall provide access to its premises and to such Employees by the Union. The Union may engage in organizing efforts in non-public areas of the Hotel during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon.
7. The Tribe shall provide, upon request, to the Union the names, addresses, telephone numbers and work classification or titles of each employee within ten (10) working days after such request. Additionally, the Tribe shall provide updated lists monthly.
8. On or after the first date the Tribe has a substantial and representative complement of employees engaged in regular work duties, the Tribe shall recognize the Union as the exclusive representative of the employees and negotiate in good faith with the Union over

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employee wages, hours and other terms and conditions of employment for the purpose of reaching a collective bargaining agreement, provided that the Union submits to an arbitrator selected pursuant to Section 12 or other impartial person selected pursuant to the terms of this Agreement, written, signed and dated authorizations from a majority of the employees authorizing the Union to serve as their representative; and provided further that the arbitrator or other impartial person shall verify the authenticity of the authorizations and the majority status of the Union. The right to manage the Employer's business and the direction of its employees, including, but not limited to, the following rights, are reserved to the Employer for the 60-day period following the first date the Employer is obligated to commence negotiations with the Union. Such rights include the right to: direct, plan and control Hotel operations; to determine the number of employees to be employed, to assign them to work as needed; and to determine the means, methods and schedules of operations; to introduce or establish new equipment, facilities, technological changes, procedures or processes; to hire, terminate, classify, reclassify, schedule, assign, promote, transfer, layoff and/or rehire employees.

9. Negotiations shall commence when the Union is recognized or sixty (60) days after the Casino opens to the public, whichever is later. If the parties are unable to reach agreement within sixty (60) days following commencement of negotiations for a collective bargaining agreement, or such longer period as the parties agree mutually, all unresolved issues shall be submitted for resolution to the Tribal forum designated by the Tribe pursuant to the TLRO. If the Tribal forum does not resolve all the issues to the mutual satisfaction of the Tribe and the Union within sixty (60) working days of submission, then the remaining issues shall be submitted to arbitration. The arbitrator shall be selected pursuant to the procedure set forth in Section 12, below. The arbitrator shall employ all appropriate and reasonable methods to facilitate agreement by the parties.
10. In any arbitration proceeding under Section 9, the arbitrator shall consider, but not be limited to, the following factors:
  - i. Wages, hours and other terms and conditions of employment of the Tribe's competitors, and/or other businesses in California and surrounding states, a list of which shall be mutually agreed upon by the Union and the Tribe or which shall be established by the arbitrator.
  - ii. Size and type of Complex operations;
  - iii. Ability to pay, if placed at issue by the Tribe;
  - iv. Regional and local market conditions;
  - v. Ability of employees, through a combination of wages, hours and benefits, to earn a living wage to sustain themselves and their families;

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- vi. Cost of living;
- vii. The Complex's costs or revenues, if raised by the Tribe;
- viii. Factors uniquely applicable to the security needs of a gaming facility;
- ix. Stipulations of the parties; and
- x. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties.

The arbitrator shall select the final proposal(s) of one of the parties and shall issue an award incorporating those proposals without modification.

- 11. It is recognized that the Tribe and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement and employed on a regular basis. Therefore, no work customarily performed by employees covered by this Agreement shall be performed under any sublease, subcontract, or other agreement unless the terms of any lease, contract or other agreement specifically state that (a) all such work shall be performed only by members of the bargaining unit covered by this Agreement, and (b) the Tribe shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement. The provisions of this Article apply to all operations on the Tribe's premises covered by this Agreement, regardless of location or displacement of employees or prior use of the area occupied by such operations. Notwithstanding the foregoing provisions hereof, the Employer may purchase from outside sources for use in its establishment convenience foods, prepared frozen foods, pre-mixed salads and peeled vegetables because this is work not customarily performed by bargaining unit employees.
- 12. The Employer and the Union shall submit to final and binding arbitration any and all questions or disputes arising under this Agreement. The arbitrator shall enforce and apply the terms of this Agreement, but shall not modify, add to or subtract from this Agreement. The arbitrator shall be selected from the California Tribal Labor Panel, in accordance with the procedures of the American Arbitration Association. All parties to the arbitration shall share equally in the fees and expenses of the arbitrator, but bearing their own fees and expenses for their own representation. Any decision, award or order by the arbitrator shall be enforceable in any state or federal court of competent jurisdiction, including state courts in California. The arbitrator shall have the right and power to determine and order all questions of procedure and to frame all issues on matters submitted for arbitration. Where an arbitrator determines that the Tribe or the Union have materially violated this Agreement, the arbitrator shall determine an appropriate remedy consistent with the terms of this Agreement.

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13. THE TRIBE'S LIMITED WAIVER OF SOVEREIGN IMMUNITY. By this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity from suit except as provided in this Section. The Tribe expressly waives in a limited manner its immunity from suit and consents to be sued in any court of competent jurisdiction, including federal and state courts in California, without exhausting tribal remedies, with respect to matters arising out of this Agreement and/or any collective bargaining agreement or other agreement entered into by the Tribe and the Union. Said waiver is specifically limited to the following actions and remedies:
- A. MONETARY DAMAGES. The enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of the Tribe except for assets of the Complex (not including the real property or the physical building structure or fixtures) and future undistributed proceeds of the Complex.
  - B. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE. The enforcement of a determination by arbitration pursuant to this Agreement that mandates the Tribe to specifically perform any obligation under this Agreement.
  - C. ACTION TO COMPEL ARBITRATION. An action to compel arbitration pursuant to this Agreement.
14. The Union hereby agrees to actively support before the appropriate federal, state, and local administrative, bureaucratic, regulatory and legislative bodies for the Tribe's efforts to remain competitive in, and gain entry to, casino and related markets in which the Tribe chooses to participate pursuant to the IGRA. For purposes of this Agreement "active support" includes letter writing, consultation with and lobbying of elected and appointed officials, availability of members for events in furtherance of the Tribe's goals, opposition to competitor's efforts to prohibit the Tribe's entry into tribal government gaming on its lands in Madera County, California, and assistance with local government relations.
15. If any provision of this Agreement is held invalid by operation of law or by a final decision of a state or federal court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby; and the parties shall immediately meet for the purpose of negotiating a mutually satisfactory replacement for said provision.
16. The terms of this Agreement apply only to the Complex in Madera County, California. The terms of this Agreement do not apply to any other business, operation or venture operated and/or managed by the Tribe in any other locations.

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Executed and dated in Sacramento, California, this 31 day of January 2006.

FOR THE TRIBE

By: Andy Lo Jail  
Its: North Fork Rancheria  
Date: January 31, 2006

FOR THE UNION

By: Jack Gibbon  
Its: California Political Director  
Date: January 31, 2006



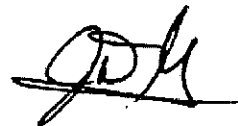
## EXHIBIT A

### Classifications of Casino Service Employees Eligible under this Agreement:

1. All food and beverage positions including: cooks, runners, dishwashers, wait persons, hosts, hostesses, cashiers, buspersons, bartenders and cocktail servers.
2. Housekeeping positions including: janitors, carpet cleaners or any other non-management cleaning personnel.
3. PBX operators.
4. Change persons.
5. Gift shop clerks.
6. Wardrobe clerks and seamers.
7. Valet parkers.
8. Groundskeepers.

### Classifications of Hotel Service Employees Eligible under this Agreement:

1. All food and beverage positions including: cooks, runners, dishwashers, wait persons, hosts, hostesses, cashiers, buspersons, bartenders and cocktail servers.
2. All housekeeping positions including: room cleaners, inspectresses, porters, janitors, carpet cleaners, and housemen.
3. Wardrobe clerks and seamers.
4. Linen room attendants.
5. PBX operators.
6. Front Desk clerks.
7. Bell hops.
8. Doormen and valet parkers.
9. Groundskeepers.

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**PROJECT LABOR AGREEMENT**

**FOR**

**NORTH FORK RANCHERIA OF MONO INDIANS**

**RESORT CASINO AND HOTEL PROJECT**

**MADERA COUNTY, CALIFORNIA**

## 1. INITIAL PROVISIONS

1.1. This Project Labor Agreement ("Agreement") is entered into by the North Fork Rancheria of Mono Indians ("Primary Employer" or "the Tribe") and the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the "Unions."

1.2. The Project is a casino and hotel resort to be located on land located in Madera, County, California, and includes any other associated buildings or facilities, such as a water treatment plant or a sewage treatment plant (the "Project"). The Primary Employer is the owner of the Project.

1.3. The Project will be constructed on Tribal land, and the Tribe, through its employees or agents, will exercise control over the site and retain overall authority for the construction of the Project. The Tribe requires that the hiring/referral/layoff preference for qualified Native Americans in performing construction work on the Project provided in Sections 5.5 and 5.6 be observed by all Unions and Employers signatory to this Agreement. In addition, subject to the provisions of an Applicable Agreement (as defined in Section 3.1), the Tribe shall retain the right to control and coordinate all Project construction work by determining work scheduling, including uniform start times, the necessity for and the times of shift work, by directly enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the Council, and otherwise directly removing any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by the Tribe governing conduct on the job. The Tribe shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and

lawful standards for work place health and safety. The Tribe will also have the right to participate in monthly labor/management meetings, participate in pre-job conferences and mark-up meetings, and, at its sole option, to participate in the resolution of any grievances. The Tribe shall have the authority to inspect the site at any time.

1.4. As provided below, contractors and subcontractors performing certain construction work on the Project will be subject to this Agreement by executing the attached Employer Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as "Employer" or "Employers").

1.5. The Unions are labor organizations whose members are construction industry employees.

1.6. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.7. A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions.

1.8. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions and to

protect the Project against strikes and lockouts and other interference with the process of the work.

1.9. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

## 2. SCOPE OF AGREEMENT

2.1. This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project which is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, site preparation, survey work and soils and material inspection and testing, demolition, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the Owner possesses the right of control, including the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site, but excluding all fabrication work for the Primary Employer's gaming, surveillance and security operations. For the convenience of the Primary Employer or other Employers, such work may be performed off-site, provided it shall be performed in accordance with the union standards

established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. On site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

2.2. Notwithstanding any other provision of this Agreement, this Agreement shall not apply to:

2.2.1. Work of non-manual employees, including but not limited to superintendents, supervisors, staff engineers, inspectors and testers, quality control, quality assurance personnel, timekeepers, guards, safety personnel, emergency medical and first aid technicians and other professional, engineering, administrative, security and management employees.

2.2.2. Work performed and undertaken by state, county, city or other governmental bodies, or their contractors or by public utilities and/or telephone companies or their contractors on or near or leading to or into the Project site covered by this Agreement.

2.2.3. All off-site maintenance on leased equipment and on site supervision of such work.

2.2.4. Work performed by an equipment vendor's own labor forces for warranty, installation, repair or maintenance of the vendor's equipment if required by the vendor's warranty agreement.

2.2.5. Calibration, testing, laboratory or specialty testing or inspections, checking and start-up of gaming, security and surveillance equipment or systems.

2.2.6. Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Unions do

not possess.

2.2.7. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of gaming, security or surveillance equipment, materials or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, aggregate, concrete and asphalt which are covered by this Agreement and local deliveries of furniture, fixtures and equipment from any offsite warehouse maintained by the Employers.

2.2.8. Employees of the Employers (or third party specialty vendors) engaged in on-site equipment installation and warranty work for data processing, internal communication, gaming equipment electronics and software installation, all other electronic devices, and all low voltage wiring related in any way to the Primary Employer's gaming, security and surveillance operations, provided, however, that rough-in work for such equipment and devices is Covered Work.

2.2.9. Employees of "Artisans" who are individuals or entities who the Employers may (or may not) employ directly to create unique, one-of-a-kind decorative elements for incorporation into the building. The design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the field and can only be performed by that individual or entity. The duties of Artisans shall be to direct trades people, as well as provide assistance in the unloading, assembly, installation, and distribution of unique, one-of-a-kind decorative elements as defined above. Artisans shall perform all final adjustments, finishing touches, and final painting of such one-of kind decorative elements, provided they are assisted by a trades person.

2.2.10. The following activities which are generally associated with casino

installation and furnishing:

2.2.10.1. Slot Machines

1. Transport & unloading
2. Bolting & unbolting
3. Drilling of holes
4. Mounting of bill changers
5. Repair & installation of plastic laminate
6. Installation of top sections and additions
7. Installation & removal of all slot machines including slant tops and novelty machines
8. Furnish, unload & installation of all slot signage
9. Furnish, unload & installation of all security cameras and devices.

2.2.10.2. Slot Machine Bases

1. Transportation & unloading
2. Fastening together
3. Drilling of holes
4. Cutting, altering, repair & modification
5. Installation of filler pieces
6. Repair & installation of laminate and corner guards installation & removal of all slot machine bases

2.2.10.3. Gaming Tables and Furniture

1. Transportation & unloading
2. Assembly & disassembly
3. Cutting, alteration, repair & modification
4. Installation of all gaming tables and fixed furniture
5. Repair and installation of laminates, upholstery and fabrics
6. Installation & removal of all gaming tables and furniture, including but not limited to Black Jack, Roulette Pai Gow, Poker, Baccarat, Mini Baccarat, Big Six Wheel Tables, Caribbean Stud, etc.,



including all fixed stools & chairs, etc. that accompany gaming tables

7. All pit stands and related fixed furniture accessories

#### 2.2.10.4. Figurines, Statues, Table Ornaments, Artifacts, Wall Hangings and Ornamentations

1. Transportation & unloading
2. Assembly and disassembly
3. Installation & removal
4. Cutting, alterations, repair & modification
5. The building and fabrication of all landscaping items, e.g. rock scapes, trees, etc.
6. The installation of all decorative items in accordance with Schedule A

#### 2.2.10.5. Locks and Locking Devices

1. Installation, repair, removal and reinstallation, transportation, movement, record keeping, etc., prior to occupancy

### 3. SUBCONTRACTING

3.1. Primary Employer and each other Employer agree that it will subcontract Covered Work only to a person, firm, or corporation who is or becomes party to this Agreement and who is or becomes signatory to either: (1) a local multi-employer collective bargaining agreement with the craft Union having traditional and customary jurisdiction over the work, (2) an area agreement with the craft Union having traditional and customary jurisdiction over the work, (3) a regional agreement with the craft Union having traditional and customary jurisdiction over the work (collectively the local, area or regional agreement is referred to as the "Master Agreement"), or, only in the case of a national contractor, (4) a national agreement with the International Union of the craft Union having traditional and customary jurisdiction over the work. Any Employer performing Covered Work on the Project shall, as a condition to working

on the Project, become signatory to and perform all work under the terms of this Agreement and the applicable local, area, regional or national agreement (the "Applicable Agreement"). Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing an Employer Agreement to be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Council and the State Council in writing within three business days after it has subcontracted work, and shall at the same time provide to the Council and the State Council a copy of the executed Employer Agreement to be Bound.

3.2. Notwithstanding Section 3.1, an Employer who: (a) is signatory to a master, area, or regional agreement with one or more of the Unions signatory to this Agreement, or is signatory to a national agreement with one or more of the International Unions of the craft Unions signatory to this Agreement, and (b) contracts for Covered Work within the traditional and customary jurisdiction of one or more of the signatory Unions but those Unions are not parties to the Applicable Agreement with that Employer, then (c) the Employer shall comply with the terms and conditions of the agreements allowed by 3.1 above for those Unions with traditional and customary jurisdiction over that Covered Work for the duration of the work, but need not become signatory to those additional agreements allowed by 3.1 above. All provisions of Article 14, Jurisdiction, continue to apply to all Covered Work.

3.3. Notwithstanding Section 3.1 and 3.2, any Employer not already bound to an Applicable Agreement, who signs and becomes bound to such a multi-employer, area, regional, or national agreement to participate on this Project, shall not be required to apply the terms of that agreement to any other construction project in which such Employer is already engaged, or which such Employer has already been contractually bound to perform.

3.4. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement. If any Employer fails to provide the Council and State Council with the Employer Agreement to be Bound executed by its subcontractor, that Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

#### 4. WAGES AND BENEFITS

4.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation including but not limited to travel, subsistence, show up and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

4.2. Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized.

#### 5. UNION RECOGNITION

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems. The Employer shall have the right to determine the competency of all employees, to determine the number of employees required and to select the employees to be hired.

5.4. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

5.5. The Unions represent that hiring halls and referral systems will be operated in a non-discriminatory manner, and in full compliance with all applicable laws and regulations that require equal employment opportunities and prohibit discrimination on the basis of union membership. The Unions further agree that for work on the Project they shall offer a referral and/or hiring preference to qualified Native Americans pursuant to Section 5.6.

5.6. The Employers and Unions shall provide Native Americans living on or near

Tribal land with a referral, hiring and layoff preference for all Covered Work for which the Native American is qualified. Native Americans will be classified and assigned work that they are qualified to perform. The Employers and Unions shall provide Native Americans employed on the Project with information about the requirements and procedures for enrolling in apprenticeship programs operated by Employers and Unions.

5.7. All job and/or referral applicants who fail a pre-employment drug test shall be given a second test at the Employer's direction and/or discretion.

## 6. STRIKES AND LOCKOUTS

6.1. During the life of this Agreement, the Unions, their agents, their representatives and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Union(s), and/or any of its agents, representatives or employees.

6.1.1. Failure of the Unions or any employee to cross any picket line established by the Unions and/or any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project is a violation of this Agreement. Employers and Unions shall take all steps necessary to ensure compliance with this section, and to ensure uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

6.1.2. Employers may discharge any employee violating Section 6.1, and any such employee will not be eligible thereafter for referral and/or employment at the Project for a period of 100 days.

6.2. Notwithstanding the provisions of Section 6.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give four (4) days notice to the Primary Employer prior to withholding the services of its members, and that in the event the Union or any of its members withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.3. In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed. The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or

other violations of Article 6 affecting the Project by any local Union involved in the renegotiation of area local collective bargaining agreements.

## 7. SHIFT TIMES AND HOLIDAYS

7.1. The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2. Recognized holidays shall be as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In no event shall work be performed on Labor Day, except in cases involving an immediate threat to life or property.

## 8. GRIEVANCE PROCEDURE

8.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or successorship) shall be considered a grievance. Questions arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

8.2. A grievance shall be considered null and void if not brought to the attention of the

Contractor(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered.

8.3. Grievances shall be settled according to the following procedure:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2

In the event the matter remains unresolved in Step 1 above, within five (5) working days after notice to the Unions, the alleged grievance in writing may then be referred to the Business Manager of the Craft Union and the Labor Relations representative at the Contractor for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, the grievance in writing may then be referred to the representative of the Craft Union involved and the Manager of Labor Relations of the Contractor or the Manager's designated representative, and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in the preceding steps within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. An Arbitrator selected from a permanent panel of Arbitrators consisting of Ken Silbert, William Engler, Barbara Chvany and Bonnie Bogue will hear grievances filed pursuant to this Article. The arbitrator will be selected by rotation from the permanent panel, rotating in the order set forth above. The Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event, the Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

8.4. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost



of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

8.5. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.6. Any award or resolution under Article 9 shall be prospective and shall not require any back pay for work performed unless the assignment is a knowing violation of a well-established resolution under the Plan.

## 9. JURISDICTIONAL DISPUTES

9.1. The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

9.2. All jurisdictional disputes between or among the Building and Construction Trades Unions and their employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

9.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to

until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

9.4. Each Contractor will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish.

9.5. In case of a jurisdictional dispute involving a Union or Unions not party to the Plan, such dispute will be referred to the General Presidents of the Unions involved and the Employer for resolution.

9.6. The Unions and the Employers, in making their determination regarding jurisdiction, shall have no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved, or to assign work to employees who are not qualified to perform the work involved. This does not prohibit establishment of composite crews where more than one (1) employee is needed for the job, so long as assignments of work are consistent with Section 9.1.

9.7. This Article 9 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

#### 10. JOINT LABOR/MANAGEMENT MEETINGS

10.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the contractors and subcontractors, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers

and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed at the Project.

10.2. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Contractor or the Primary Employer.

10.3. The Primary Employer will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

## 11. SUCCESSORSHIP

11.1. This Agreement is and shall be binding and legally effective upon any successor in interest to Primary Employer whether by merger or acquisition and upon any entity which acquires title to the Project whether by sale, lease, or other transfer, or contribution to partnership, joint venture or other entity; provided, however, that this Agreement shall not be binding upon any successor or transferee who takes title to the Project by reason of the default of Primary Employer pursuant to any loan or partnership agreement or because of the bankruptcy or insolvency of Primary Employer. Any agreement for a sale, lease, or other transfer, or contribution of Primary Employer or an agreement for a merger or acquisition including ownership or control of Primary Employer shall include an express assumption of the obligations of this Agreement, including this successorship provision. Primary Employer shall provide the State Council and the Council with notice in writing at the close of any sale, acquisition, merger, lease, other transfer or contribution covered by this Agreement and an original executed assumption of this Agreement. Any sham transfer is a breach of this clause.

11.2. The parties hereto agree that in the event Primary Employer breaches Section 11.1 above, the actual damages to the Unions or their members would be unreasonably difficult, costly, inconvenient, or impracticable to calculate. Accordingly, the parties agree to liquidated damages which bear a reasonable relationship to the actual harm suffered.

11.3. In the event of a breach of Section 11.1 above, Primary Employer shall pay \$30.00 for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signatory to this Agreement. The liquidated damages shall be paid as follows: Fifteen Dollars (\$15.00) per hour to the qualified pension plan and fifteen Dollars (\$15.00) per hour to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that a Union shall enforce, collect and receive liquidated damages pursuant to Article 11 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions, including but not limited to, the liquidated damage provisions contained in Article 11.

11.4. In no event shall the liquidated damages payable under this Section exceed a total amount of \$6,000,000. In the event that pending claims would result in a payment in excess of \$6,000,000, the total claims shall be prorated based on the number of hours worked by contractors or subcontractors in violation of Article 3.1 so that the total payment of claims does not exceed \$6,000,000.

11.5. Upon execution and delivery of an agreement assuming all the obligations of this Agreement by a financially responsible successor pursuant to the requirements of Section 11.1, Primary Employer shall be released from liability for the payment of liquidated damages under

Section 11.3 and Primary Employer shall have no liability for any breach of this Agreement by a successor employer or contractor.

11.6. This Article 11 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

## 12. SUPPLEMENTAL DUES

12.1. Each Employer at every tier who performs Covered Work, in addition to any other wage or fringe benefit obligations, shall pay an additional five cents (\$.05) for each hour worked by employees covered by this Agreement. In the event that an employee executes a voluntary dues deduction authorization and assignment of wages form in favor of a Union, the sum of five cents (\$.05) for each hour of work performed pursuant to this agreement as and for dues, shall be transmitted by the Employer to the Union. The voluntary dues deduction authorization and assignment of wages form executed by the employee shall be deposited with the appropriate Trust Fund Office and the Employer shall be notified in writing at the time of the dispatch (or later in the event the voluntary dues deduction authorization and assignment of wages form is executed after dispatch) of the name, Social Security number, and effective date for the commencement of supplemental dues deductions. Dues deductions made by the Employer pursuant to this provision shall be reported and paid to the appropriate Trust Fund Office at the same time and with the same reporting form used for all other trust fund payments.

## 13. GENERAL PROVISIONS

13.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or

administrative branch of the federal or state government, the Employers, the Council and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

13.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

13.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

13.4. The provisions of this Agreement shall take precedence over conflicting provisions of any Applicable Agreement with respect to a Union.

13.5. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

13.6. This Agreement may be executed in counterparts.

13.7. Any notices required under this Agreement shall be given as follows: To

Primary Employer:

Judy E. Fink, Tribal Chairperson  
North Fork Rancheria of Mono Indians  
P.O. Box 929  
North Fork, CA 93643

To the Council:

Fresno, Madera, Kings and Tulare Counties  
Building and Construction Trades Council  
AFL-CIO  
3600 Tulare Street  
Suite 110  
Fresno, CA 93721

With a copy to (which shall not constitute

With a copy to:

notice to a party):

John A. Maier, Esq.  
California Indian Legal Services  
510 – 16th Street, Fourth Floor  
Oakland, CA 94612  
Telephone: (510) 835-0284  
Facsimile: (510) 835-8045

Barry Bennet, Esq.  
925 N Street, Suite 150  
Fresno, CA 93721  
Telephone: (559) 485-0120  
Facsimile: (559) 485-5823

Either party may notify the other in writing if its person designated to receive notice is changed.

#### 14. MANAGEMENT RIGHTS

14.1. Except as expressly limited by a specific provision of this Agreement, the Primary Employer and each other Employer retains full and exclusive authority for the management of operations including, but not limited to: the right to direct the work force, determine the number of employees to be hired and the qualifications thereof; the promotion, transfer, layoff of employees; or the discipline or discharge for just cause of employees; the assignment and schedule of work; the promulgation of reasonable work rules; timing and number of employees to be utilized for overtime work; the right to enforce any drug and alcohol abuse policies which are agreed to by any contractor or subcontractor and a Union; and otherwise to directly remove any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Employers governing conduct on the job. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Employers and/or joint working efforts with other employees shall be permitted or observed, so long as assignments of work are consistent with Section 9.1.

#### 15. LIMITED WAIVER OF SOVEREIGN IMMUNITY

15.1. By this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity from suit except as provided in this Article. The Tribe expressly waives in a limited manner its immunity from suit and consents to be sued in any court of competent jurisdiction, including federal and state courts in California with respect to matters arising out of this Agreement. Said waiver is specifically limited to the parties to this Agreement and to the following actions and remedies:

15.1.1. **MONETARY DAMAGES.** The enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of the Tribe except for assets of the casino and related facilities as defined herein (not including the real property or the physical building structure or fixtures) and future undistributed proceeds of the casino and related facilities as defined herein.

15.1.2. **INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE.** The enforcement of a determination by arbitration pursuant to this Agreement that mandates the Tribe to specifically perform any obligation under this Agreement.

15.1.3. **ACTION TO COMPEL ARBITRATION.** An action to compel arbitration provided by this Agreement.

15.1.4. **ACTION TO ENFORCE ARTICLES 9 AND 11.** An action to enforce the provisions of Article 9 or Article 11 of this Agreement.

## 16. TERM OF AGREEMENT

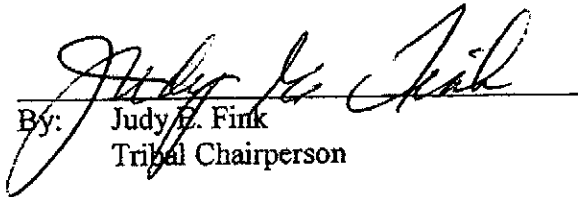
16.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect for a period of five (5) years ("the Continuation



Period") following completion of all Covered Work as defined in Article 2. Covered Work shall be deemed completed upon "final acceptance" of the Project by the owner. During the Continuation Period, "Covered Work" shall be limited to Covered Work that is contracted out to a contractor in the construction industry and that costs at least \$50,000, unless there are no union contractors able to perform the construction maintenance work in a timely manner acceptable to the Primary Employer, or in the case of an emergency where the work must be performed immediately.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of Sept 16, 2005:

North Fork Rancheria of Mono Indians  
Primary Employer

  
By: Judy E. Fink  
Tribal Chairperson

Fresno, Madera, Kings and Tulare Counties  
Building and Construction Trades Council AFL-CIO

  
By: John Hutson  
Union Representative

UNIONS

[insert names of local unions]

ATTACHMENT A  
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT  
NORTH FORK RANCHERIA OF MONO INDIANS  
CASINO AND HOTEL PROJECT

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the North Fork Rancheria of Mono Indians Casino And Hotel Project, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement (hereafter "Agreement"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
2. The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
3. Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.
4. Agrees to secure from any Contractor(s) (as defined in said Agreement) which are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

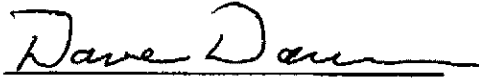
DATED: \_\_\_\_\_ Name of Contractor \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

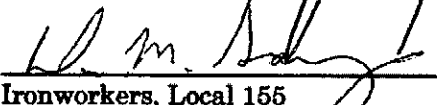
\_\_\_\_\_  
(Address)

UNIONS

  
Asbestos Workers, Local 16

  
Bricklayers, Tile Setters & Allied  
Crafts, Local 3

  
Carpenters, Local 701

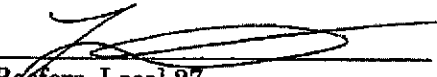
  
Ironworkers, Local 155

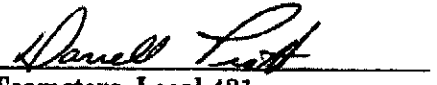
  
Lathers, Local 9083

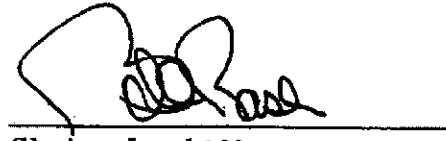
  
Operating Engineers, Local 3


  
Pile Drivers, Local 3


  
Plumbers & Pipefitters, Local 246

  
Roofers, Local 27

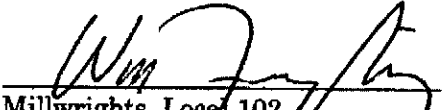
  
Teamsters, Local 431

  
Glaziers, Local 169

  
Boilermakers, Local 549

  
Electricians, Local 100

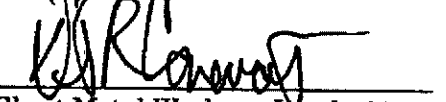
  
Laborers, Local 294

  
Millwrights, Local 102

  
Painters, Tapers & Floor Covers,  
Local 294

  
Plasterers and Cement Masons,  
Local ~~300~~ 300

  
Road Sprinkler Fitters, Local 669

  
Sheet Metal Workers, Local 162