

INTERGOVERNMENTAL AGREEMENT

**By and Between the Karuk Tribe
and
the County of Siskiyou, California**

**COUNTY OF SISKIYOU'S LAST, BEST
WRITTEN OFFER MADE DURING
NEGOTIATION PURSUANT TO
SECTION 11.7 OF THE TRIBAL-
STATE COMPACT BETWEEN THE
KARUK TRIBE AND THE STATE OF
CALIFORNIA**

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THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of this ____ day of _____ 2014, by and between the Karuk Tribe, a federally-recognized Indian tribe whose address is 64236 Second Avenue, Post Office Box 1016, Happy Camp, CA 96039 (the “Tribe”), and the County of Siskiyou, a legal and political subdivision of the State of California, whose physical address is 1312 Fairlane Avenue, Yreka, CA 96097 (the “County”) (collectively referred to as the "Parties").

RECITALS

The following are the recitals underlying this IGA:

The Tribe has trust land within the city boundaries of the City of Yreka (the “City”), which is located in the County, and which the Tribe intends to develop for Indian gaming pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §2701, *et seq.* (“IGRA”). The Tribe intends to develop within its Yreka trust land a Class II and/or Class III gaming casino project (herein referred to as the “Project”).

The Project site lies primarily on land held in trust for the Tribe by the United States, and includes part of the tribal trust land within the City identified at Exhibit A. The Project Site has been determined by the National Indian Gaming Commission to be qualified for Indian gaming pursuant to IGRA Section 20(b)(1)(B)(iii), 25 U.S.C. § 2719(b)(1)(B)(iii). In addition, the Project Site will include non-trust land within the City to be acquired by the Tribe and held in fee status.

The Tribe has entered a Class III Tribal-State Gaming Compact (“Compact”) with the State of California pursuant to which it seeks to conduct Class III gaming on the Project site.

The Tribe has entered an intergovernmental agreement with the City (the “City IGA”) to mitigate City-related impacts of the Project.

As a matter of federal law, the Tribe has tribal sovereign immunity as to any legal action filed against it. Consistent with the legal requirements of federal law, the Tribe has executed this IGA which includes, among other provisions, a Tribal Council Resolution of Limited Waiver of Sovereign Immunity, attached hereto, exclusively (1) in favor of the County and (2) limited to disputes arising under this IGA.

Accordingly, the Parties enter into this IGA, which is executed for the purpose of effectuating the purposes set forth above, and agree to be bound by the provisions set forth below:

Section 1. Transportation.

The Tribe intends to operate a shuttle service between the Project site and local hotels in the City of Yreka. The Tribe will mitigate impacts of any increase to County-subsidized public transportation service to the Project by financing the design and construction of a bus stop to provide access to the Project at a location to be selected by the County. Additionally, in order to

mitigate the effects of increased traffic along Sharps Road to County-owned facilities including the fairgrounds, public works yard, park, and baseball field, the Tribe will construct a sidewalk along the south side of Sharps Road between the Project Site and Fairlane Road and a fence or other pedestrian barrier between Sharps Road and the Hibbard Baseball field. Prior to any construction of such improvements, the Tribe must submit design plans to the County for review and approval for any improvements that will be located on County property or County easements.

Section 2. Emergency Services.

The Tribe will contract with a local private company for the provision of emergency medical services to the Project.

Section 3. Criminal Justice System.

a. Mitigation Payment for Certain Criminal Justice System Costs.

The County bears the cost of all aspects of the criminal justice system that are incurred following an arrest. These costs include:

- Investigating, prosecuting, and sometimes defending persons accused of crimes
- Housing, transporting, and providing medical care for persons held in pre-trial confinement or who are ultimately sentenced to serve time in the County jail
- Probation oversight following release from jail or prison
- Administration of alternative sentencing programs for persons who are not incarcerated

The County's Sheriff's Department also provides mutual aid, backup, training, and radio dispatch in support of the City's police department.

The Parties desire to mitigate the impact of any additional burden on the County jail, the Sheriff's Department, the District Attorney, the Public Defender, or the Probation Department caused by criminal activity attributable to the Project. ***The County offers the Tribe two alternatives to provide such mitigation:***

Alternative 1

Payment in Lieu of Taxes. The Tribe shall make an annual payment to the County that is equivalent to the 1% property tax that is paid on residential properties or businesses, subtracting the portion of the amount that the County would normally share with the City (due to the mitigations already addressed in the City IGA). The County (through its contractor, Pacific Municipal Consultants) has calculated this amount as shown in the table below. The only difference from the PMC analysis is that the 500 gaming machines that were proposed for Phase 1 of casino construction in the draft Tribal Environmental Impact Report have been reduced to 349 machines, based on the Tribe's representation of current plans for Phase 1.

<u>Phase 1</u>		<u>Phase 2</u>	
Casino	\$ 6,900,000.00	Casino	\$ 4,750,000.00
Machines*	\$ 5,235,000.00	Machines	\$ 6,765,000.00
Restaurant	\$ 1,655,360.00	Restaurant	\$ 982,800.00
Support	\$ 2,953,125.00	Support	\$ 1,223,250.00
Parking	\$ 1,670,000.00	Podium	\$ 3,000,000.00
Site Improv.	\$ 500,400.00	Rooms	\$ 7,600,000.00
Total	\$ 18,913,885.00	Guest Sv.	\$ 2,887,500.00
		HotelPodium	\$ 2,400,000.00
		Total	\$ 29,608,550.00
1%	\$ 189,138.85		\$ 296,085.50
County Share	0.790324		0.790324
Annual Payment	\$ 149,480.97		\$ 234,003.48
		Estimated Phase 2 Total	\$ 383,484.45

The amounts shown are in 2014 dollars. This payment shall be adjusted annually on January 1 based on the Consumer Price Index as set forth in Section 8. Once the casino opens, this payment shall be payable in quarterly installments no later than the last day of each calendar quarter. The payment shall be pro-rated for the calendar quarter when the casino opens based on the proportion of the calendar quarter that the casino is open.

The total estimated payment following Phase 2 construction is based on the Tribe's current projections for Phase 2. This payment in lieu of taxes would be subject to renegotiation based on the scope of any future expansion of the casino and related enterprises.

In the event that the ownership structure for the casino's gaming devices results in the County directly collecting property taxes, the amount reflected above for "Machines" would be deducted from this calculation.

Alternative 2

Payment Based on Average Cost and Estimated Arrests. This alternative is based on the average cost to the County for each arrest and an estimate of how many arrests will be attributable to the casino in its first year of operation. This approach to mitigating criminal justice impacts was the focus of negotiations between the County and the Tribe due to the complexities, administrative burden, and likely inaccuracy of attempting to track the actual costs attributable to each individual who is arrested for a casino-related crime. The Tribe

acknowledged that tracking all actual costs attributable to individual arrestees was not a feasible approach. However, the primary impasse to reaching an agreement was the anticipated number of arrests.

The County proposes a flat fee of \$37,500 per calendar quarter for the first year of casino operation. Based on average costs and deducting costs associated with felony prosecution and defense, this flat fee is estimated to cover the cost of 43 casino-related crimes per year.

Once the casino opens, this payment shall be payable on a quarterly basis no later than the last day of each calendar quarter. The payment shall be pro-rated for the calendar quarter when the casino opens based on the proportion of the calendar quarter that the casino is open.

After the first year of operation, the Parties shall meet and confer regarding the actual arrest record for casino-related crimes. As part of that meet and confer, the Parties shall also address future intervals for further review of crimes attributable to the casino and the appropriate mitigation to cover the County's costs. The flat-fee payment would also be subject to renegotiation based on the scope of any future expansion of the casino and related enterprises.

b. Additional Charges or Credits to Tribe.

Under either Alternative 1 or Alternative 2, above, for the first year of casino operation the County shall provide a credit to the Tribe of \$3,500 plus interest (at the rate paid by the Local Agency Investment Fund over the same period of time) for each arrest for a crime attributable to the Project less than 43. This credit shall be applied against any future mitigation payments due to the County.

For each crime attributable to the casino in excess of 43 in the first year of operation, the County shall bill the tribe an additional \$3,500, which shall be invoiced quarterly.

The County shall make an initial determination of which arrests and crimes are attributable to the casino. If the Tribe disagrees with any such determination made by the County, the parties shall meet and confer and proceed as far as necessary with the dispute resolution process set forth in Section 9.

Discussion of whether to continue this adjustment mechanism beyond the first year of casino operation will be part of the meet and confer at the end of year one.

c. Extraordinary Events and Felony Cases

The events this year at the Rolling Hills Casino in Tehama County and the Chuckchansi Gold Casino in Madera County illustrate the County's concern for having to respond to intertribal or other conflicts at an Indian casino that require a significant dedication of County resources. The County recognizes that the events that have taken place at these two casinos are rare and are unlikely to occur in Yreka.

Unlike attempting to track the costs for individual inmates, it is feasible to track the actual costs for a discrete event that requires a significant response from the Sheriff's Department or the

prosecution (and possibly defense) of a serious criminal case. For that reason, the County may bill the Tribe for the actual costs of any response to an incident at the casino by the Sheriff's Department or for the prosecution and any defense provided by the Public Defender for any felony case for a crime committed on the casino site. If the County receives reimbursement from the State of California for the cost of all or any portion of a homicide trial, the County shall refund the Tribe any monies paid by the Tribe that have also been reimbursed by the State.

On a quarterly basis, the County shall prepare an invoice with supporting documentation for any amounts payable by the Tribe pursuant to this section. Within fifteen (15) days of receiving an invoice, the Tribe shall either (a) remit payment to the County or (b) request that the Parties meet and confer to initiate the dispute resolution process set forth in Section 9.

Section 4. Waste Disposal.

Solid waste is currently routed through the Yreka transfer station to the Dry Creek Landfill in Oregon, which has indicated it has sufficient capacity to accommodate the daily solid waste flow from the project. If subsequent expansion of the Project impacts the County's solid waste operations, either Party may request to meet and confer and initiate the dispute resolution process set forth in Section 9.

Section 5. Light and Noise.

Mitigation of light and noise issues attributable to the Project shall be addressed in the City IGA and will be performed in a manner consistent with applicable City light and noise ordinances.

Section 6. Hydrology, Air and Water Quality, Land Use Authority & NEPA Review.

Mitigation of hydrology, air and water quality issues attributable to the Project shall be addressed in the City IGA and will be performed in a manner consistent with applicable federal law and City ordinances.

The City of Yreka maintains land use authority over non-trust land areas of the Project Site and mitigation of significant environmental effects created by the non-trust portions of the Project are addressed in the City IGA and will be performed in a manner consistent with applicable federal law and City ordinances.

Section 7. Social Services.

The Tribe currently provides substantial social services to Karuk members and non-members in the County. The Karuk Tribe Child and Family Services Department offers child welfare, mental health and drug and alcohol abuse treatment services from facilities in Yreka and Happy Camp. The Tribe employs two full-time Licensed Clinical Social Workers ("LCSWs") and one full-time Marriage and Family Therapist ("MFT"). One LCSW provides services at the Tribe's Yreka Medical Clinic five days per week. In 2013, the Department's providers had over 1,063 visits, and 34 per cent of the client population was non-Native American.

The Tribe will establish a responsible gaming program to mitigate pathological and problem gambling, including the training of supervisors and employees to identify and manage problem gaming, making educational materials relating to responsible gaming available in the facility, an involuntary exclusion program whereby patrons who have exhibited signs of problem gambling will be excluded from the gaming facility, a self-exclusion program whereby self-identified problem gamblers may request exclusion from the gaming facility, posting of a toll-free help-line number where patrons may obtain assistance for gambling problems, and the exclusion of underage individuals from the facility.

To mitigate any increased costs for Siskiyou County service areas neither served nor reimbursed by the Karuk Tribe Child and Family Services Department, the Tribe will support the County Department of Health and Human Services with a quarterly financial contribution of \$2,500 to be applied at the County's sole discretion. This payment shall be adjusted for inflation each year on January 1, in the manner set forth in Section 8. If the number of Class III gaming devices in the casino increases beyond the 349 gaming devices that are initially proposed for Phase 1 of construction, this payment, as adjusted for inflation, shall be increased in proportion to the increase in Class III gaming devices.

Once the casino opens, this payment shall be payable on a quarterly basis no later than the last day of each calendar quarter. The payment shall be pro-rated for the calendar quarter when the casino opens based on the proportion of the calendar quarter that the casino is open.

Section 8. CPI Adjustment

As provided elsewhere in this IGA, certain recurring payments are subject to annual adjustment for inflation based on changes in the Consumer Price Index. Adjustments shall be made based on the most recently reported August-to-August change in the San Francisco-Oakland-San Jose CPI-U, as reported by the Bureau of Labor Statistics, or, if that index becomes unavailable, the annual inflation rate reported by a comparable index.

Section 9. Dispute Resolution.

A. Meet and Confer Process.

In the event the County or the Tribe believes that the other has committed a possible violation of this IGA, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within 15 days of the date of service of said request; provided that if the complaining party believes that the problem identified creates a threat to public health or safety, the complaining party may proceed directly to arbitration as provided in Subsection 9.D-E. below.

B. Notice of Disagreement.

If the complaining party is not satisfied with the result of the Meet and Confer Process, the complaining party may provide written notice to the other identifying and describing any alleged violation of this IGA ("Notice of Disagreement"), with

particularity, if available, and setting forth the action required to remedy the alleged violation.

C. Response to Notice of Disagreement.

Within 15 business days of service of a Notice of Disagreement, the recipient shall provide a written response either denying or admitting the allegation(s) set forth in the Notice of Disagreement, and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response will entitle the complaining party to proceed directly to arbitration, as provided in Subsection 9.E. below.

D. Expedited Procedure for Threats to Public Health or Safety.

If the County or the Tribe reasonably believes that in violation of this IGA the other's conduct has caused or will cause a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this section, the complaining party may proceed directly to the Arbitration Procedures set out in Subsection 9.E. below, without reference to the Meet and Confer or Notice of Disagreement processes set out in Subsections 9.A-C. above, and seek immediate equitable relief. At least 24 hours before proceeding in this manner, the complaining party shall provide to the other a written request for correction and notice of intent to exercise its rights under this subsection, setting out the legal and/or factual basis for its reasonable belief that there is a present or an imminent threat to public health or safety.

E. Binding Arbitration Procedures.

Subject to prior compliance with the Meet and Confer process in Subsection 9.A., and the Notice and Response process in Subsections 9.B.-C., and except as provided in Subsection 9.D., either party may initiate binding arbitration to resolve any dispute arising under this agreement. The arbitration shall be conducted in accordance with the following procedures:

- (1) The arbitration will be administered by the American Arbitration Association or JAMS Arbitration in accordance with their established rules and procedures.
- (2) The arbitration will be held in Yreka, CA, unless otherwise agreed to by the Parties. The arbitrator will be empowered to grant compensatory, equitable, and declaratory relief, and shall determine appropriate procedures to address any dispute without regard for California or federal rules of procedure or evidence.
- (3) Any arbitration must be conducted at an oral hearing.
- (4) The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in the court identified at Section 10 *infra*. The costs and expenses

of the arbitration firm selected and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

Section 10. Judicial Review.

The parties consent to judicial enforcement of any award in arbitration, which enforcement shall be in the Superior Court for Siskiyou County. Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail – Return Receipt Requested to the following addresses, unless either party gives notice to the other of new addresses, in which cases delivery shall be made to such new addresses:

FOR THE TRIBE:

Karuk Tribal Chairman
Karuk Tribe
64236 Second Avenue
Happy Camp, CA 96039

Dennis J. Whittlesey, Esquire
Dickinson Wright PLLC
1875 Eye Street, N.W. - Suite 1200
Washington, D.C. 20006

FOR THE COUNTY:

Chair, Board of Supervisors
County of Siskiyou
P.O. Box 750
Yreka, CA 96097

County Counsel
County of Siskiyou
P.O. Box 659
Yreka, CA 96097

Section 11. Cross-Waivers of Sovereign Immunity.

The Tribe agrees to waive its sovereign immunity in favor of the County limited to disputes arising out of this IGA. The Karuk Tribal Council will execute a formal Resolution of Limited Waiver of Sovereign Immunity attached hereto as Exhibit B.

The County agrees to waive any sovereign immunity it may possess in favor of the Tribe limited to disputes arising out of this IGA in such manner as is required under state law for such waivers by local county governments, a copy of which is attached hereto as Exhibit C.

Section 12. Amendment/Modification.

This IGA may not be modified or amended except by a writing of equal formality executed by both Parties.

Section 13. General Provisions

A. Notices.

Any notices, consents, demands, requests, approvals, and other communications to be given under this IGA by any party to the other(s) shall be deemed to have been duly given if given in writing and (1) personally delivered, (2) sent by nationally recognized overnight courier, or (3) sent by certified mail, postage prepaid, with return receipt requested, at the following addresses:

If to the County:

Chair, Board of Supervisors
County of Siskiyou
P.O. Box 750
Yreka, CA 96097
Telephone: (530) 842-8005

With a copy to:

Brian L. Morris
Siskiyou County Counsel
P.O. Box 659
Yreka, CA 96097
(530) 842-8100

If to the Tribe:

Karuk Tribal Chairman
Karuk Tribe
64236 Second Avenue
Happy Camp, CA 96039
Telephone: (530) 493-1600

With a copy to:

Dennis J. Whittlesey, Esquire
Dickinson Wright PLLC
1875 Eye Street, N.W. - Suite 1200
Washington, D.C. 20006
Telephone: (202) 659-6928

Notices delivered personally or by courier, shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of 10 am on the third business day after mailing. Any party may change its address for notice hereunder by giving notice of such change in the manner provided in this Section 13.

B. Compulsive Behavior.

Mitigation of compulsive behavior is addressed in Section 7 of this Agreement.

C. Assignment.

The County consents to the Tribe's assignment of this IGA to a Karuk Gaming Authority ("KGA"), which if established will own and operate all of the assets related to the Project, including the cash flow from revenues from which any payments to the County will be made. The KGA shall be bound by this IGA and the Tribe agrees to provide prior to the assignment a Tribal Council Resolution authorizing the Tribe's Limited Waiver of the KGA's Sovereign Immunity that is

the same as the Tribe's Limited Waiver of Sovereign Immunity provided for at Section 11 of this IGA. Notwithstanding the provisions of this Subsection 13.C., the Tribe's obligations to the County under this IGA shall survive the assignment.

D. Binding Effect.

This IGA shall be binding upon the Parties, together with their respective successors, and permitted assigns.

E. Independent Covenants; Severability.

The existence of any claim or cause of action of any party to this IGA ("First Party") against the other party ("Second Party") shall not constitute a defense to the enforcement by the Second Party of the covenants and agreements of the First Party contained in this IGA. If any provision of this IGA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, or by a decision of the United States Secretary of the Interior, the Bureau of Indian Affairs or any other federal agency charged with review of agreements entered into by Indian Tribes, such provision shall be fully severable and this IGA shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this IGA; and the remaining provisions of this IGA shall remain in full force and effect and shall not be affected by any illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there may be added automatically as part of this IGA a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

F. Language; Captions; References.

Whenever the context requires, references in this IGA to the singular number shall include the plural, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine, and neuter. Section headings in this IGA are for convenience of reference only and shall not be considered in construing or interpreting this IGA. "Hereof," "hereto," "herein," and words of similar import used in this IGA shall be deemed references to this IGA as a whole, and not to any particular section, paragraph, or other provision of this IGA unless the context specifically indicates to the contrary. Any reference to a particular "section" shall be construed as referring to the indicated section of this IGA unless the context indicates to the contrary. Whenever the term "including" is used herein, it shall mean including without limitation.

G. Ambiguities.

The general rule of contract construction that any ambiguity in a contract will be construed against the party drafting such contract shall not apply to this IGA.

H. No Third Party Beneficiaries.

This IGA does not create, and shall not be construed as creating, any right enforceable by any person not a party to this IGA. Any covenant or agreement contained in this IGA shall be only for the benefit of the Parties and their respective successors and permitted assigns.

I. Relationship of the Parties.

Nothing in this IGA shall create or be deemed to create the relationship of partners, joint venturers, employer-employee, or principal-agent among the Parties, nor shall any party to this IGA have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other party or to bind any other party in any manner whatsoever, nor shall any party make any representation, warranty, covenant, agreement, or commitment on behalf of any other party.

J. Indemnification.

The Tribe agrees to and shall indemnify, defend, protect, 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 or in connection with, or caused by any act, omission, or negligence of the Tribe or its contractors, licensees, invitees, agents, lessees, servants, or employees, related to or in connection with any obligations on the Tribe's part to be performed under the terms of this Agreement, or arising from gross negligence of the Tribe, and in case any action or proceeding be brought against the County (or the County's agents, employees, contractors, subcontractors or legal counsel) by reason of any such claim, the Tribe upon notice from the County shall have the option to defend the same at the Tribe's expense by counsel reasonably satisfactory to the County. However, in the event that the Tribe does not elect to defend the action or proceeding, the County shall defend the same, at the Tribe's expense, and shall consult with the Tribe during the pendency of the action or proceeding.

The County agrees to and shall indemnify, defend, protect, and hold harmless the Tribe from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees) arising from or in connection with, or caused by any act, omission or negligence of the County or its contractors, licensees, invitees, agents, lessees, servants or employees, related to or in connection with any obligations on the County's part to be performed under the terms of this Agreement, or arising from gross negligence of the County, and in case any action or proceeding be brought against the Tribe (or the Tribe's agents, employees, contractors, subcontractors or legal counsel) by reason of any such claim, the County upon notice from the Tribe shall

have the option to defend the same at the County's expense by counsel reasonably satisfactory to the Tribe. However, in the event that the County does not elect to defend the action or proceeding, the Tribe shall defend the same, at the County's expense, and shall consult with the County during the pendency of the action or proceeding.

K. Reimbursement for One-Time Costs

The Tribe recognizes that the County has made direct expenditures in support of negotiation of this IGA and has absorbed the cost of a significant amount of time committed by both staff and elected officials. For these reasons, the Tribe agrees to make a one-time payment to the County in the amount of \$20,000. This amount due shall be payable as part of the first quarterly payment to the County, and interest shall accrue beginning November 3, 2014, at a rate equal to the rate paid by the Local Agency Investment Fund.

L. Effective Date and Term

This IGA shall become effective upon its execution by the Parties hereto and shall continue during the period of time that business operations related to the Project are conducted at the Project Site.

M. Termination.

Notwithstanding anything to the contrary set forth herein, this IGA shall terminate in the event the Project permanently ceases to offer all Class II and Class III gaming to the public.

N. Good Faith and Fair Dealing.

The Parties to this IGA agree that it imposes on them a duty of good faith and fair dealing.

O. Entire Agreement/Merger.

This IGA contains the entire agreement between the Parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter.

P. Review by the Department of the Interior.

The Parties will submit this IGA to the United States Department of the Interior for either (1) approval pursuant to 25 U.S.C. § 81, or (2) a written response from the Department of the Interior that this IGA does not require approval under 25 U.S.C. § 81 to be enforceable.

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WHEREFORE, IN WITNESS HEREOF, the Parties hereby execute and enter into this IGA with the intent to be bound hereby through their authorized representatives whose signatures are affixed below on this ___ day of _____, 2014.

KARUK TRIBE

By: Russell Attebery
Chairman of the Karuk Tribe

ATTEST:

By: _____
Joseph Waddell
Karuk Tribal Secretary

COUNTY OF SISKIYOU

By: Michael N. Kobseff
Chair, Board of Supervisors

ATTEST:

Colleen Setzer
County Clerk

By: _____
Deputy

EXHIBIT A

Description of Tribal Trust Land Within City of Yreka

Map and Description of Yreka Parcel
(subject to technical correction, as necessary)

All that real property in the State of California, County of Siskiyou, unincorporated, described as follows:

PARCEL I:

A fractional portion of the Southwest quarter of Section 26 and of Section 35, Township 45 North, Range 7 West, Mt. Diablo Meridian, described as follows:

Beginning at the section corner common to Section 26, 27, 34 and 35, said Township and Range. Thence, North 61° 05' 07" East, 300.00 feet, Thence, South 40° 28' 03" East, 1022.23 feet, Thence, South 89° 35' 14" East, 180.00 feet, Thence, North 00° 24' 46" East, 632.38 feet to a point which lies South 00° 24' 46" West (South, Record), 515.0 feet from the Northwest corner of the lands conveyed to Albert Sterkin, et ux, by deed recorded in Book 522 Official Records, page 798, Siskiyou County Records; Thence, South 89° 35' 14" East, 230.00 feet, Thence, South 73° 35' 14" East, 340.00 feet, Thence, South 08° 24' 46" West, 590.00 feet, Thence, South 29° 24' 46" West, 380.00 feet, Thence, South 38° 35' 14" East, 220.00 feet, Thence, South 76° 35' 14" East, 240.00 feet, Thence, South 29° 35' 06" East, 449.96 feet, Thence, North 35° 24' 46" East, 56.49 feet, Thence, South 08° 45' 44" East, 28.71 feet, Thence, East, 367.62 feet to the West line of the Yreka Estates Subdivision Unit 2, per the map recorded August 19, 1982, in Book 7 of Town Maps at pages 7 through 11, inclusive, Siskiyou County Records. Thence, South 10° 29' 59" East, 93.16 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 330.00 feet; Thence, Southeasterly along said curve through a central angle of 21° 43' 58", an arc distance of 125.17 feet, Thence, South 32° 13' 57" East, 204.82 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 270.00 feet; Thence, Southeasterly along said curve through a central angle of 07° 16' 36", an arc distance of 34.29 feet, Thence, South 12° 22' 40" East, 550.80 feet, Thence, North 87° 43' 16" East, 95.72 feet to the West line of the Northeast quarter of said Section 35; Thence, South 02° 52' 27" East, 126.14 feet along said West line to the center quarter corner of said Section 35; Thence, South 89° 09' 57" East, 1326.28 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 35; Thence, South 02° 36' 55" East, 1340.82 feet to the Southeast corner of the Northwest quarter of the Southeast quarter of said Section 35; Thence, South 89° 19' 45" East, 1319.97 feet to the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 35; Thence, South 02° 21' 18" East, 668.35 feet to the Southeast corner of the North half of the Southeast quarter of the Southeast quarter of said Section 35; Thence, North 89° 24' 42" West, 1316.82 feet to the Southwest corner of the North half of the Southeast quarter of the Southeast quarter of said Section 35; Thence, South 02° 36' 55" East, 670.41 feet to the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 35; Thence, North 89° 29' 39" West, 1313.67 feet to the South quarter corner of said Section 35; Thence, North 02° 52' 27" West, 426.48 feet, Thence, North 45° 45' 01" West, 882.70 feet, Thence, North 19° 11' 24" West, 460.72 feet, Thence, North 16° 57' 03" East, 468.80 feet, Thence, North 02° 29' 28" East, 810.46 feet to a point from which the Northeast corner of the Rolling Hills Subdivision, per the Map recorded November 4, 1966 in Book 6 of Town Maps at pages 37 through 39, inclusive, Siskiyou County Records, bears South 89° 49' 11" West, 104.06 feet; Thence, South 89° 49' 11" West, 830.71 feet, Thence, North 40° 23' 46" East, 505.53 feet, Thence, North 50° 08' 14" West, 775.11 feet, Thence, North 05° 58' 14" West, 448.37 feet,

Thence, North 22° 18' 14" West, 652.31 feet, Thence, South 87° 09' 46" West, 585.83 feet, Thence, North 84° 30' 14" West, 297.38 feet, Thence, North 46° 03' 50" West, 49.70 feet to the West line of said Section 35; Thence, North 00° 41' 32" East, 675.09 feet to the point of beginning.

(APN #s 062-061-040, 062-171-020)

PARCEL II:

The South one-half of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 35, Township 45 North, Range 7 West of Mt. Diablo Meridian in the County of Siskiyou, State of California. (APN # 013-120-380)

EXHIBIT B

KARUK TRIBE RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY

Karuk Community Health Clinic
64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
Fax: (530) 493-5270

Karuk Tribe



Karuk Dental Clinic
64236 Second Avenue
Post Office Box 1016
Happy Camp, CA 96039
Phone: (530) 493-2201
Fax: (530) 493-5364

Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

RESOLUTION OF THE KARUK TRIBE

Resolution No:
Date Approved:

RESOLUTION AUTHORIZING THE LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR DISPUTES ARISING UNDER THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE KARUK TRIBE AND THE COUNTY OF SISKIYOU FOR THE KARUK CASINO PROJECT IN THE CITY OF YREKA, CALIFORNIA.

WHEREAS; the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

WHEREAS; the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

WHEREAS; the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

WHEREAS; the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to contract pursuant to P.L. 93-638, as amended, on behalf of the Karuk Tribe; and

WHEREAS; The Tribal Council has reviewed the Intergovernmental Agreement (“Agreement”) between the Tribe and County of Siskiyou (“County”);

WHEREAS; The Tribal Council, having considered the matter in accordance with the custom and traditions of the Tribe, agrees that the approval of the Agreement with the County is in the best interest of the Tribe; and

WHEREAS; The Tribe recognizes its need to exercise its sovereign right to provide a limited waiver of sovereign immunity with regard to disputes arising under or in connection with the Agreement for the purpose of consenting to the jurisdiction of arbitrators and the Superior Court of California, County of Siskiyou to the limited extent provided for in the Agreement.

THEREFORE BE IT RESOLVED; the Tribal Council authorizes the Karuk Tribal Chairman’s execution and delivery of the Agreement to the County; now

BE IT FURTHER RESOLVED, the Tribal Council hereby waives the sovereign immunity of the Tribe in favor of the County for the limited purpose of resolving disputes arising under the Agreement, and consents to the jurisdiction of either a mutually agreed-upon arbitrator or the California Superior Court for the County of Siskiyou or such other California Superior Court as may be assigned by the California Judicial Council. The Tribe understands that the County will not oppose a Motion for Change of Venue or the assignment of a visiting judge to the action if the venue is situated in the California Superior Court for the County of Siskiyou.

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

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 14-R-_____ which was approved at a Special Meeting on _____, 2014, was duly adopted by a vote of _____ AYES, _____ NOES, _____ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of _____ members of which _____ voted.

Russell Attebery, Chairman

Date

EXHIBIT C

COUNTY OF SISKIYOU RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY

RESOLUTION NO. _____

**A RESOLUTION OF THE SISKIYOU COUNTY BOARD OF SUPERVISORS
PROVIDING A LIMITED WAIVER OF SOVEREIGN IMMUNITY
FOR PURPOSES OF ENFORCEMENT OF THE INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND THE KARUK TRIBE
RELATED TO THE PROPOSED CASINO IN YREKA, CALIFORNIA**

WHEREAS, the Governor of California and the Karuk Tribe have executed a Compact that provides the terms and conditions for the Tribe's construction of a casino in Yreka, California, which Compact has been ratified by the California Legislature and is now State law; and

WHEREAS, the Compact requires the Tribe to enter into intergovernmental agreements with the County of Siskiyou and the City of Yreka to mitigate various impacts of the proposed casino; and

WHEREAS, due to the inability to negotiate such an agreement between the County and the Tribe, the Tribe has initiated the arbitration process provided by the Compact; and

WHEREAS, the arbitration process requires the Tribe and the County to exchange best and final offers for the mitigation agreement; and

WHEREAS, the Tribe's proposed agreement and the County's proposed agreement both include mutual waivers of sovereign immunity, which are necessary to ensure the enforceability of the terms of a final intergovernmental agreement for mitigation of casino impacts.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Siskiyou hereby waives any sovereign immunity it may have in favor of the Karuk Tribe and consents to the jurisdiction of a mutually agreed upon arbitrator or the Superior Court for the County of Siskiyou or such other court as the Judicial Council of the State of California may assign for the limited purpose of enforcement of any of the terms of the intergovernmental agreement between the County of Siskiyou and the Karuk Tribe for mitigation of impacts from the proposed Yreka casino.

PASSED AND ADOPTED by the Board of Supervisors of the County of Siskiyou at a regular meeting of said Board, held the _____ day of _____, 2014, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Michael N. Kobseff, Chair

ATTEST:
COLLEEN SETZER, COUNTY CLERK

By: _____
Deputy