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8 IIPAY NATION OF SANTA YSABEL,
a federally recognized Indian tribe

9
10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 IIPAY NATION OF SANTA YSABEL, a
13 federally recognized Indian tribe,

14 Plaintiff,

15 vs.

16 CALIFORNIA GAMBLING CONTROL
17 COMMISSION, an agency of the State of
California,

18 Defendant.

Case No.: '12CV1876 BEN RBB

**EX PARTE APPLICATION FOR
ORDER TO SHOW CAUSE AND
TEMPORARY RESTRAINING
ORDER; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATION OF RICHARD
J. ARMSTRONG IN SUPPORT
THEREOF**

Date:
Time:
Dept:

22
23 Plaintiff, the Iipay Nation of Santa Ysabel ("Plaintiff" or "Tribe"), a federally recognized
24 Indian tribe (also known as the Santa Ysabel Band of Diegueno Mission Indians), by and through
25 counsel undersigned, hereby apply ex parte for a Temporary Restraining Order and Order to
26 Show Cause Regarding a Preliminary Injunction to enjoin Defendant, the California Gambling
27 Control Commission ("Defendant" or the "CGCC"), the CGCC's agents, employees, and
28 attorneys, as well as other involved California state agencies, including the California State

EX PARTE APPLICATION FOR ORDER TO SHOW CAUSE AND TEMPORARY RESTRAINING ORDER;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATION OF RICHARD
ARMSTRONG IN SUPPORT THEREOF

1 Controller's Office from refusing to distribute funds to Plaintiff from the Revenue Sharing Trust
2 Fund account administered by the CGCC following the CGCC's July 26, 2012 decision to
3 withhold the Tribe's quarterly RSTF allocation for the quarter ending June 30, 2012. Because the
4 Tribe uses its RSTF allocation to fund its government and provide basic Tribal services, unless
5 the relief sought hereby is granted, Plaintiff will suffer great and irreparable injury.

6 This application is based on Plaintiff's Complaint filed herein, Defendant CGCC's recent
7 July 26, 2012 actions and the individual Commissioners' decision to withhold the quarterly RSTF
8 distribution to which the Tribe is entitled, together with the Memorandum of Points and
9 Authorities, and the Declaration of Richard J. Armstrong attached hereto.

10
11 Respectfully submitted,

12 ROSETTE, LLP
13 ATTORNEYS AT LAW

14
15 Dated: July 30, 2012

By: s/Geoffrey M. Hash
Geoffrey M. Hash
Attorney for Plaintiff
E-mail: ghash@rosettela.com

MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiff, the Iipay Nation of Santa Ysabel ("Plaintiff" or "Tribe"), a federally recognized Indian tribe (also known as the Santa Ysabel Band of Diegueno Mission Indians), by and through counsel undersigned, hereby submits this Memorandum of Points and Authorities in Support of its Ex Parte Application for Order to Show Cause and Temporary Restraining Order to enjoin Defendant, the California Gambling Control Commission (the "CGCC"), the CGCC's agents, employees, and attorneys, as well as other involved California state agencies, including the California State Controller's Office from withholding distribution to Plaintiff from the Revenue Sharing Trust Fund account administered by the CGCC following the CGCC's July 26, 2012 decision to withhold the Tribe's quarterly Revenue Sharing Trust Fund ("RSTF") allocation pending the outcome of litigation to which the CGCC is not a party. Unless the relief sought hereby is granted, great and irreparable injury will result to the Plaintiff. Plaintiff respectfully requests that this Order to Show Cause and Temporary Restraining Order be granted, pursuant to Fed. R. Civ. P. Rule 65, and a Hearing to Show Cause Regarding a Preliminary Injunction be set to avoid additional undue hardship and irreparable injury to Plaintiff.

STATEMENT OF FACTS

Plaintiff Tribe is a federally recognized Indian tribe that is entitled to monetary distributions from the RSTF, a fund that compensates Non-Compact Indian tribes in California pursuant to tribal-state compacts entered into between the State of California and tribes engaged in class III gaming. *See* Declaration of Richard J. Armstrong in Support of Ex Parte Application ("Armstrong Decl.") ¶¶ 3 and 6; Exhibit A to Armstrong Decl., Federal Register, Volume 74, No. 153, August 11, 2009. The Tribe entered into a tribal-state compact with the State in 2003 ("Compact"), however because the Tribe's casino operates less than 350 devices, it is considered a Non-Compact Tribe pursuant to the terms of the Compact. *See* Exh. B to Armstrong Decl., ¶ 6, Tribal-State Compact § 4.3.2. "The RSTF is a fund created by the Legislature and administered by the California Gambling Control Commission, as trustee, for the receipt, deposit, and distribution of monies paid pursuant to this Section 4.3.2." *See* Exh. B to Armstrong Decl., ¶ 6

1 Compact § 4.3.2(a)(ii).

2 The Tribe is presently involved in litigation with one of its gaming facility lenders, the
3 Yavapai Apache Nation (“the YAN”), a federally recognized Indian tribe, which is pending in the
4 Sacramento Superior Court. Armstrong Decl. ¶ 4. In addition, the Santa Ysabel Resort and
5 Casino, an entity that is wholly owned and controlled by the Tribe, recently filed a petition for
6 relief in U.S. Bankruptcy Court – Southern District of California. Armstrong Decl. ¶ 5. Despite
7 this, the Tribe has, at all times since the RSTF was created, remained eligible to receive funds.
8 Armstrong Decl. ¶ 6.

9 Defendant held a meeting on Thursday, July 26, 2012. On Defendant’s agenda was
10 review of the RSTF “Final Report for Distribution to Eligible Recipient Indian Tribes.” At this
11 meeting, legal counsel for the YAN appeared and argued in support of the YAN’s request that the
12 CGCC “remit to the Sacramento Superior Court for the foreseeable future those [RSTF]
13 distributions that would otherwise be paid to the [Tribe].” Armstrong Decl. ¶7. The Tribe’s
14 counsel also appeared at this meeting and argued that trustee CGCC lacks the legal authority to
15 do anything other than distribute the Tribe’s RSTFs directly to the beneficiary Tribe. Armstrong
16 Decl. ¶ 7.

17 CGCC staff recommended that the CGCC “approve the allocation to the [Tribe], but
18 withhold distribution of RSTF monies until the Commission has clarity regarding our obligations
19 arising from the bankruptcy and state court litigation.” See Exh. C to Armstrong Decl. ¶ 8,
20 Memorandum dated July 26, 2012 from Tina Littleton to the California Gambling Control
21 Commission.

22 Despite the fact that the evidence before Defendant is that the Tribe is eligible to receive
23 RSTF moneys for the quarter ending June 30, 2012, and despite the fact that Defendant lacks
24 authority to take any action other than timely distribution of the Tribe’s RSTFs directly to the
25 Tribe, Defendant ultimately adopted the CGCC staff recommendation and, on July 26, 2012,
26 unanimously voted to allocate but withhold the Tribe’s RSTF distribution pending further
27 meeting on this matter on August 8, 2012. Armstrong Decl. ¶ 9.

1 Plaintiff has no reason to believe that Defendant will do anything other than continue to
 2 withhold distribution of the Tribe's RSTF moneys following the August 8, 2012 meeting and
 3 until the litigation unrelated to the CGCC is resolved. Specifically, Defendant failed to provide
 4 adequate notice of its intended course of action before the July 26, 2012 meeting and first
 5 informed Plaintiff of the same during this meeting. Armstrong Decl. ¶ 8. In setting the August 8
 6 meeting, Defendant has failed to ask additional questions or request additional briefing.
 7 Armstrong Decl. ¶ 10. Following the July 26, 2012 meeting, Defendant agreed to participate in a
 8 meeting between its staff and Chairman of the Tribe, Virgil Perez, in response to Plaintiff's
 9 request for a meeting with CGCC Chairperson Stephanie Shimazu. However, Defendant's staff
 10 refuses to allow a chairperson to chairperson meeting prior to the August 8 meeting. Armstrong,
 11 Decl. ¶ 11. Thus, Defendant has refused to engage in direct, government to government,
 12 discussions regarding this issue despite repeated requests for the same from the Tribe. *See* Exh.
 13 D to Armstrong Decl. ¶ 11, July 27, 2012 letter from Chairman of the Tribe Virgil Perez to
 14 CGCC Chairperson Stephanie Shimazu. In summary, Defendant's actions demonstrate that it
 15 has no intention of affording Plaintiff actual due process or changing its course and releasing the
 16 Tribe's RSTF moneys upon completion of this August 8 meeting. Instead, this August 8 meeting
 17 is only scheduled under the guise of due process, without any evidence that Defendant is
 18 affording Plaintiff the substantive due process it is entitled to.

19 The Tribe is dependent on timely issuance of its quarterly RSTF distributions to fund its
 20 government, provide essential services, and ensure continued day-to-day operations. Withholding
 21 the Tribe's RSTF funds will result in a loss of desperately needed funds to support the Tribe's
 22 government. Armstrong Decl. ¶ 12. As such, Plaintiffs respectfully request that this Court issue
 23 a Temporary Restraining Order to enjoin implementation of Defendant's decision to withhold
 24 distribution of the Tribe's RSTF moneys for the quarter ending June 30, 2012 and schedule an
 25 Order to Show Cause hearing regarding a Preliminary Injunction.

ARGUMENT

The purpose of temporary restraining orders and preliminary injunctions is to preserve the status quo while determining the merits of an underlying action while preventing irreparable off of rights prior to judgment. *Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers*, 415 U.S. 423, 439 (1974); *Sierra On-Line, Inc. v. Phoenix Software, Inc.*, 739 F.2d 1415, 1422 (9th Cir. 1984). The Tribe is entitled to a preliminary injunction under the standard set forth in *Winter v. Natural Resources Defense Fund*, 555 U.S. 7, 20 (2008) because it can demonstrate: (1) a likelihood of success on the merits, (2) the balance of equities tips in the Tribe's favor, (3) the Tribe will suffer irreparable harm without preliminary injunctive relief, and (4) granting the preliminary injunction is in the public interest. Plaintiff meets each of these elements, and, accordingly, is entitled to a temporary restraining order and order to show cause regarding a preliminary injunction.

A. Plaintiff Is Likely to Be Successful on the Merits of Its Complaint.

As alleged in the Complaint, the Tribe has both a vested interest in the RSTF moneys the CGCC has voted to withhold and a strong likelihood of success on the merits. The Tribe has filed its Complaint alleging a breach of the terms of its Compact, which specifically identifies the CGCC's obligations to act as trustee for the Tribe's RSTF moneys. *See* Armstrong Decl., ¶ 6 Exh. B. Pursuant to the Tribe's Compact, as well as all other tribal-state compacts in California:

[p]ayments made to Non-Compact Tribes shall be made quarterly and in equal shares out of the Revenue Sharing Trust Fund. The Commission shall serve as the trustee of the fund. **The Commission shall have no discretion with respect to the use or disbursement of the trust funds. Its sole authority shall be to serve as a depository of the trust funds and to disburse them on a quarterly basis to Non-Compact Tribes.**

See Armstrong Decl., ¶ 6, Exh. B, Compact § 4.3.2.1(b) (emphasis added).

Based on the CGCC's clear trustee duties, and its inability to exercise any discretion regarding the use or disbursement of RSTF funds, the CGCC is breaching the terms of the Tribe's Compact by proceeding with its decision to withhold its quarterly RSTF allocation when all evidence presented to the CGCC demonstrates that the Tribe is eligible to receive RSTF moneys

1 for the quarter ending June 30, 2012.

2 Timely distribution of the Tribe's RSTF distribution for the quarter ending June 30, 2012
3 is required by law: it must be made to the Tribe, as an "eligible recipient Indian tribe," within 45
4 days of the end of this quarter, or by August 14, 2012. *See* Cal. Govt. Code § 12012.90(e)(2).
5 This statutory provision was codified in 2005, by Assembly Bill 1750, in large part to address and
6 correct Defendant's past practice of issuing untimely payments.

7 Because the CGCC is acting far outside the scope of its authority as authorized by the
8 Compact and in violation of statutory requirements, Plaintiff has a very strong likelihood of
9 success on the merits of its breach of contract claim.

10
11 **B. The Balance of Equities Tips in the Tribe's Favor and Warrants Injunctive Relief.**

12 The CGCC stands to suffer no harm whatsoever from fulfilling its duties as trustee of the
13 RSTF. In stark contrast, the Tribe stands to suffer irreparable harm without immediate
14 intervention by this Court. Because the CGCC serves as the Tribe's trustee and has a fiduciary
15 relationship with the Tribe, it is in a unique position in the sense that it has control over the funds,
16 however, by the express terms of the Compact, has no discretion whatsoever to control the use or
17 disbursement of those funds. *See* Compact § 4.3.2.1(b). The July 26, 2012 decision to withhold
18 the Tribe's quarterly RSTF moneys has no material effect on the CGCC, as it has nothing to gain,
19 however, the decision will effectively render the Tribe's government unable to operate.
20 Armstrong Decl. ¶ 12.

21 In addition to the significant problem that, without the money, the Tribe will be unable to
22 continue normal governmental operations, there is the much more significant impact and
23 irreparable harm to the Tribe's sovereignty and ability to govern itself without unwarranted
24 interference from the CGCC. It is wholly against the principles of sovereignty, self-determination
25 and tribal sovereignty to allow a State agency – with which the Tribe operates on a government to
26 government basis – to effectively shut down the Tribe's government and ability to act as a
27 sovereign nation when it has, at all relevant times, remained eligible to receive the RSTF moneys
28

1 to which it is legally entitled.¹

2 The Tribe stands to be harmed severely – both financially and governmentally – by its loss
3 of the funds and costs associated with recovery of those funds, as well as the significant curtailing
4 of the Tribe’s sovereign authority to govern itself. As such, the balance of equities tips clearly in
5 favor of issuing the Tribe injunctive relief.

6
7 **C. Withholding the Quarterly RSTF Allocation Would Create Great or Irreparable Injury to the Tribe.**

8 Pursuant to *Winter*, the Tribe can also show irreparable injury if the preliminary injunction
9 is not issued. Recognizing the distinct and unique sovereign status of Indian tribes, courts have
10 found that the seizure of tribal assets is sufficient, as a matter of law, to demonstrate irreparable
11 harm for purposes of issuing a preliminary injunction. See *Kiowa Indian Tribe of Oklahoma v.*
12 *Hoover*, 150 F.3d 1163, 1171-72 (10th Cir. 1998) (citing *Seneca-Cayuga Tribe v. Oklahoma*, 874
13 F.2d 709, 716 (10th Cir. 1989) (holding that the seizure of tribal assets. . . “significantly interferes
14 with the Tribe’s self-government.”). Further, much more significant than the possible monetary
15 loss of a baseless and incorrect withholding action, is the harm the Tribe faces that effectively
16 immobilizes its ability to exercise its sovereignty and act within the scope of its government-to-
17 government relationship with the United States. It is well-settled that Indian tribes are “distinct,
18 independent, political communities, retaining their original natural, and having the authority to
19 regulate their internal affairs. *Worcester v. Georgia*, 31 U.S. 515, 559 (1832); *Santa Clara Pueblo*
20 *Martinez*, 436 U.S. 49, 98 S. Ct. 1670 (1978). The CGCC’s withholding of the Tribe’s RSTF
21 moneys until the resolution of litigation to which the CGCC is not a party strips the Tribe of its
22 most basic and central powers; the power to operate as a sovereign government to conduct its
23 affairs. As discussed above, the Tribe depends on the quarterly distributions of RSTF moneys by
24 the CGCC. It is necessary to fund its government and allow it to engage in government to
25

26
27 ¹ It has been well recognized throughout United States jurisprudence that sovereignty is central to the existence of
tribal governments. See *National Farmers Union Ins. Cos. V. Crow Tribe*, 471 U.S. 845, 852-53 (1985); *Merrion v.*
28 *Jicarilla Apache Tribe*, 455 U.S. 130, 149 (1982); *United States v. Wheeler*, 435 U.S. 311 (1978); *Williams v. Lee*,
358 U.S. 217, 220 (1959) (recognizing “the right of reservations Indians to make their own laws and be governed by
them.”)

1 government relations with the federal government and State. The CGCC's vote to withhold the
 2 Tribe's RSTF moneys at its July 26, 2012 meeting pending resolution of the Tribe's related
 3 litigation would produce great and irreparable injury to the Tribe, including the inability to fund
 4 the Tribe's government for continuing government operations, and the cessation of imperative
 5 governmental action to protect the best interests of the Tribe. Armstrong Decl. ¶ 12.

6 The CGCC has indicated its intent to set the Tribe's RSTF moneys aside until issues
 7 related to the Tribe's outstanding litigation are resolved to the CGCC's satisfaction. Armstrong
 8 Decl. ¶¶ 8, 9, 10, and 11. Irreparable harm will result if such funds are withheld and necessitate
 9 the Court's grant of a Temporary Restraining Order to protect Tribal assets from being withheld
 10 to effectively shut down the Tribe's government.

11 **D. Granting the Tribe's Request for Injunctive Relief is in the Public Interest.**

12 The last factor required for the Court to grant injunctive relief pursuant to *Winter* is a
 13 showing that granting injunctive relief is in the public interest. This Court and the public in
 14 general have an interest in recognizing the rights of the Tribe as a federally recognized tribe.

15 It is recognized that the public has a significant interest in assuring the self-sufficiency of
 16 Indian tribes. See *Winnebago Tribe of Nebraska v. Stovall*, 216 F Supp. 2d 1226 (D. Kan 2002)
 17 (citing *Sac and Fox Nation of Missouri v. LaFaver*, 905 F.Supp. 904, 907-09 (D.Kan 1995)); *U.S.*
 18 *v. Michigan*, 534 F. Supp. 668, 669 (W.D. Mich. 1982) (public interest served by "encouraging
 19 and fostering the concept of tribal sovereignty"). Indeed, it is the United States' current policy to
 20 encourage and support tribal self-government, self-sufficiency and self-determination. *California*
 21 *v. Cabazon Band of Mission Indians*, 480 U.S. 202, 216-17 (1987).

22 Because the Tribe is legally and plainly entitled distribution of these funds now, it is not in
 23 the public's interest to permit the CGCC to withhold the Tribe's quarterly RSTF allocation
 24 pending resolution of litigation to which the CGCC is not a party is resolved to the CGCC's
 25 satisfaction. Allowing this would be to allow a State agency to venture into territory that lies far
 26 beyond its statutory authority, contractual authority and legislative intent as found in the Tribal-
 27 State Compacts' plain language and relevant statutory provisions. Allowing the CGCC to stray
 28

beyond its authority, which is limited to acting as a non-discretionary trustee tasked with administering the benefits of the RSTF for eligible Non-Compact tribes, also poses grave threats for both the public and tribal interests alike. It tramples on the Tribe's sovereignty and ability to meaningfully engage in a government to government relationship with the United States and the State. Because granting injunctive relief is also in the public interest, the Court should grant the Tribe's request for injunctive relief to protect its right to RSTF allocations.

CONCLUSION

For the foregoing reasons, the Tribe respectfully request that this Court issue a Temporary Restraining Order and set an Order to Show Cause hearing regarding a preliminary injunction to enjoin Defendant, the California Gambling Control Commission from withholding the Tribe's RSTF moneys in violation of its duties as trustee of the RSTF.

Respectfully submitted,

ROSETTE, LLP
ATTORNEYS AT LAW

Dated: July 30, 2012

By: s/Geoffrey M. Hash
Geoffrey M. Hash
Attorney for Plaintiff
E-mail: ghash@rosettela.com

DECLARATION OF RICHARD J. ARMSTRONG IN SUPPORT OF EX PARTE APPLICATION

In support of this application, I declare that I have personal knowledge of the facts giving rise to this application, and if called as a witness I can and will testify truthfully to the following:

1. I am a duly licensed attorney eligible to practice law in the State of California.
2. I am Of Counsel with Rosette, LLP, the law firm that represents the Iipay Nation of Santa Ysabel ("Tribe") in this and various other matters, including the action against the Yavapai Apache Nation currently pending in the Superior Court for the State of California, County of Sacramento.
3. Through the course and scope of the firm's representation of the Tribe, I know that the Tribe is a federally recognized Indian tribe that possesses tribal sovereignty and exercises a government-to-government relationship with the United States. (See attached as Exhibit A, a true and correct copy of the United States Federal Register, Volume 74, No. 153, August 11, 2009.)
4. Through the course and scope of the firm's representation of the Tribe, I know that the Tribe is presently involved in litigation with one of its gaming facility lenders, the Yavapai Apache Nation, which is pending in the Sacramento Superior Court.
5. Through the course and scope of the firm's representation of the Tribe, I know that the Santa Ysabel Resort and Casino is an entity that is wholly owned and controlled by the Tribe and that it recently filed a petition for relief in U.S. Bankruptcy Court – Southern District of California.
6. Through the firm's representation of the Tribe, I know that the Tribe entered into a tribal-state compact ("Compact") with the State of California in 2003 and is eligible to receive Revenue Sharing Trust Fund ("RSTF") monies pursuant to the Compact because the Tribe's casino operates, and always has operated, less than 350 gaming devices. (See attached as Exhibit B, a true and correct copy of the tribal-state Compact between the Iipay Nation of Santa Ysabel (also known as the Santa Ysabel Band of Diegueno Mission Indians) and the State of California.)

- 1 7. I attended a meeting of the California Gambling Control Commission (the "CGCC") on
2 July 26, 2012. At that meeting the CGCC Commissioners discussed the Tribe's
3 outstanding litigation and its eligibility to receive its quarterly RSTF allocation. Legal
4 counsel for the YAN appeared and argued in support of the YAN's request that the CGCC
5 "remit to the Sacramento Superior Court for the foreseeable future those [RSTF]
6 distributions that would otherwise be paid to the [Tribe]." I appeared and argued that
7 trustee CGCC lacks the legal authority to do anything other than distribute the Tribe's
8 RSTFs directly to the beneficiary Tribe.
- 9 8. During this July 26, 2012 meeting, I learned for the first time of the CGCC staff's
10 recommendation that the CGCC "approve the allocation to the [Tribe], but withhold
11 distribution of RSTF monies until the Commission has clarity regarding our obligations
12 arising from the bankruptcy and state court litigation." This was the first time that the
13 Tribe learned of the CGCC's intended action. A true and correct copy of the
14 Memorandum dated July 26, 2012 from Tina Littleton to the California Gambling Control
15 Commission containing this recommendation is attached hereto as Exhibit C.
- 16 9. Following comments and argument, the CGCC voted unanimously to allocate but
17 withhold the Tribe's disbursement, despite the fact that documentation provided to the
18 CGCC proved that the Tribe was entitled to receive the funds. The CGCC further stated
19 its intention to conduct a meeting on August 8, 2012 to further address this matter.
- 20 10. In setting the August 8, 2012 meeting and since that time, the CGCC has not asked any
21 additional questions of the Tribe or requested additional briefing from the Tribe on this
22 matter.
- 23 11. Following the July 26, 2012 meeting, Tribal Chairman Virgil Perez requested a
24 chairperson to chairperson meeting with CGCC Chairperson Stephanie Shimazu, to occur
25 before the August 8 meeting so that he could present the Tribe's perspective before
26 Defendant took any further action harming the Tribe. CGCC staff agreed to participate in
27 a meeting with Tribal Chairman Perez, though they refused to allow such a meeting
28

1 between Chairman Perez and Chairperson Shimazu. On July 27, 2012, Chairman Perez
2 renewed his request for a direct, government to government meeting before the August 8
3 meeting. A true and correct copy of a letter dated July 27, 2012 from Tribal Chairman to
4 CGCC Chairperson Stephanie Shimazu requesting a meeting is attached hereto as Exhibit
5 D. To date, the Tribe has received no response to this renewed request.

6 12. Through the firm's representation of the Tribe, I know that the Tribe uses the money it
7 receives from the RSTF to fund its government and engage in communication necessary
8 to facilitate the government to government relationship between the Tribe and the federal
9 government and State. If the funds to which the Tribe is entitled are not distributed to the
10 Tribe in timely manner, the Tribe will be unable to use the funds for vital government
11 purposes and will be severely harmed.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct.

15
16 Dated: July 30, 2102

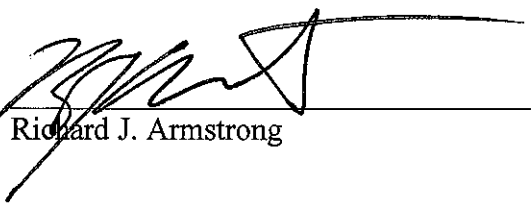

Richard J. Armstrong

EXHIBIT A

of response is on occasion; and the estimated time needed to prepare the response is .05 hour per response.

Status of the proposed information collection: Extension of a currently approved collection.

Authority: The Paperwork Reduction Act of 1995, 44 U.S.C., Chapter 35, as amended.

Dated: August 4, 2009.

Ronald Y. Spraker,

Acting General Deputy Assistant Secretary for Housing—Deputy Federal Housing Commissioner.

[FR Doc. E9-19240 Filed 8-10-09; 8:45 am]

BILLING CODE 4210-67-P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-5281-N-62]

Application for HUD/FHA Insured Mortgage "Hope for Homeowners"

AGENCY: Office of the Chief Information Officer, HUD.

ACTION: Notice.

SUMMARY: The proposed information collection requirement described below has been submitted to the Office of Management and Budget (OMB) for review, as required by the Paperwork Reduction Act. The Department is soliciting public comments on the subject proposal.

This information is collected on new mortgages offered by FHA approved mortgagees to mortgagors who are at risk

of losing their homes to foreclosure. The new FHA insured mortgages refinance the borrowers' existing mortgage at a significant write-down. Under the program the mortgagors share the new equity and future appreciation with FHA.

DATES: *Comments Due Date:* September 10, 2009.

ADDRESSES: Interested persons are invited to submit comments regarding this proposal. Comments should refer to the proposal by name and/or OMB approval Number (2502-0579) and should be sent to: HUD Desk Officer, Office of Management and Budget, New Executive Office Building, Washington, DC 20503; fax: 202-395-5806.

FOR FURTHER INFORMATION CONTACT:

Lillian Deitzer, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410; e-mail Lillian.Deitzer@HUD.gov or

Lillian L. Deitzer@HUD.gov or telephone (202) 402-8048. This is not a toll-free number. Copies of available documents submitted to OMB may be obtained from Ms. Deitzer.

SUPPLEMENTARY INFORMATION: This notice informs the public that the Department of Housing and Urban Development has submitted to OMB a request for approval of the Information collection described below. This notice is soliciting comments from members of the public and affecting agencies concerning the proposed collection of information to: (1) Evaluate whether the

proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility; (2) Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information; (3) Enhance the quality, utility, and clarity of the information to be collected; and (4) Minimize the burden of the collection of information on those who are to respond; including through the use of appropriate automated collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

This notice also lists the following information:

Title of Proposal: Insured Mortgage "Hope for Homeowners".

OMB Approval Number: 2502-0579.

Form Numbers: HUD-92900-H4H, HUD-92915-H4H, HUD-92916-H4H, and HUD-92917-H4H.

Description of the Need for the Information and its Proposed Use: This information is collected on new mortgages offered by FHA approved mortgagees to mortgagors who are at risk of losing their homes to foreclosure. The new FHA insured mortgages refinance the borrowers' existing mortgage at a significant write-down. Under the program the mortgagors share the new equity and future appreciation with FHA.

Frequency of Submission: On occasion.

	Number of respondents	Annual responses	×	Hours per response	=	Burden hours
Reporting Burden	8,000	158		0.723		915,040

Total Estimated Burden Hours: 915,040.

Status: Extension of a currently approved collection.

Authority: Section 3507 of the Paperwork Reduction Act of 1995, 44 U.S.C. 35, as amended.

Dated: August 4, 2009.

Lillian Deitzer,

Departmental Reports Management Officer, Office of the Chief Information Officer.

[FR Doc. E9-19243 Filed 8-10-09; 8:45 am]

BILLING CODE 4210-67-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice publishes the current list of 564 tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes. The list is updated from the notice published on April 4, 2008 (73 FR 18553).

FOR FURTHER INFORMATION CONTACT:

Daisy West, Bureau of Indian Affairs, Division of Tribal Government Services,

Mail Stop 4513-MIB, 1849 C Street, NW., Washington, DC 20240. Telephone number: (202) 513-7641.

SUPPLEMENTARY INFORMATION: This notice is published pursuant to section 104 of the Act of November 2, 1994 (Pub. L. 103-454; 108 Stat. 4791, 4792), and in exercise of authority delegated to the Assistant Secretary—Indian Affairs under 25 U.S.C. 2 and 9 and 209 DM 8. Published below is a list of federally acknowledged tribes in the contiguous 48 states and in Alaska.

Two tribes have been added to the list since the last publication. Federal relations have been reestablished with Wilton Rancheria pursuant to a court-ordered settlement stipulation. The court order was dated June 8, 2009. Direct government-to-government relations were reestablished with the Delaware Tribe of Indians through its

reorganization under federal statute, the Oklahoma Indian Welfare Act. This reorganization of its tribal government, separate from that of the Cherokee Nation, Oklahoma, is pursuant to a Memorandum of Agreement between the two tribes. The reorganization was effective May 27, 2009.

Other amendments to the list include name changes and name corrections. To aid in identifying tribal name changes, the tribe's former name is included with the new tribal name. To aid in identifying corrections, the tribe's previously listed name is included with the tribal name. We will continue to list the tribe's former or previously listed name for several years before dropping the former or previously listed name from the list.

The listed entities are acknowledged to have the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them, given the large number of complex Native names.

Dated: July 29, 2009.

Larry Echo Hawk,

Assistant Secretary—Indian Affairs.

Indian Tribal Entities Within the Contiguous 48 States Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

Absentee-Shawnee Tribe of Indians of Oklahoma

Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California

Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona

Alabama-Coushatta Tribes of Texas

Alabama-Quassarte Tribal Town, Oklahoma

Alturas Indian Rancheria, California

Apache Tribe of Oklahoma

Arapahoe Tribe of the Wind River Reservation, Wyoming

Aroostook Band of Micmac Indians of Maine

Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana

Augustine Band of Cahuilla Indians, California (formerly the Augustine Band of Cahuilla Mission Indians of the Augustine Reservation)

Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin

Bay Mills Indian Community, Michigan
Bear River Band of the Rohnerville Rancheria, California

Berry Creek Rancheria of Maidu Indians of California

Big Lagoon Rancheria, California

Big Pine Band of Owens Valley Paiute

Shoshone Indians of the Big Pine

Reservation, California

Big Sandy Rancheria of Mono Indians of California

Big Valley Band of Pomo Indians of the

Big Valley Rancheria, California

Blackfeet Tribe of the Blackfeet Indian

Reservation of Montana

Blue Lake Rancheria, California

Bridgeport Paiute Indian Colony of California

Buena Vista Rancheria of Me-Wuk Indians of California

Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon

Cabazon Band of Mission Indians, California

Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the

Colusa Rancheria, California

Caddo Nation of Oklahoma

Cahuilla Band of Mission Indians of the Cahuilla Reservation, California

Cahto Indian Tribe of the Laytonville Rancheria, California

California Valley Miwok Tribe, California

Campo Band of Diegueno Mission Indians of the Campo Indian

Reservation, California

Capitan Grande Band of Diegueno

Mission Indians of California: Barona Group of Capitan Grande Band of

Mission Indians of the Barona

Reservation, California Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas

Reservation, California

Catawba Indian Nation (aka Catawba

Tribe of South Carolina)

Cayuga Nation of New York

Cedarville Rancheria, California

Chemehuevi Indian Tribe of the Chemehuevi Reservation, California

Cher-Ae Heights Indian Community of the Trinidad Rancheria, California

Cherokee Nation, Oklahoma

Cheyenne and Arapaho Tribes, Oklahoma (formerly the Cheyenne-Arapaho Tribes of Oklahoma)

Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South

Dakota

Chickasaw Nation, Oklahoma

Chicken Ranch Rancheria of Me-Wuk Indians of California

Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana

Chitimacha Tribe of Louisiana

Choctaw Nation of Oklahoma

Citizen Potawatomi Nation, Oklahoma

Cloverdale Rancheria of Pomo Indians of California

Cocopah Tribe of Arizona

Coeur D'Alene Tribe of the Coeur

D'Alene Reservation, Idaho

Cold Springs Rancheria of Mono Indians of California

Colorado River Indian Tribes of the

Colorado River Indian Reservation,

Arizona and California

Comanche Nation, Oklahoma

Confederated Salish & Kootenai Tribes of the Flathead Reservation, Montana

Confederated Tribes of the Chehalis Reservation, Washington

Confederated Tribes of the Colville Reservation, Washington

Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians of

Oregon

Confederated Tribes of the Goshute Reservation, Nevada and Utah

Confederated Tribes of the Grand Ronde Community of Oregon

Confederated Tribes of Siletz Indians of Oregon (previously listed as the

Confederated Tribes of the Siletz Reservation)

Confederated Tribes of the Umatilla Reservation, Oregon

Confederated Tribes of the Warm

Springs Reservation of Oregon

Confederated Tribes and Bands of the

Yakama Nation, Washington

Coquille Tribe of Oregon

Cortina Indian Rancheria of Wintun

Indians of California

Coushatta Tribe of Louisiana

Cow Creek Band of Umpqua Indians of Oregon

Cowlitz Indian Tribe, Washington

Coyote Valley Band of Pomo Indians of California

Crow Tribe of Montana

Crow Creek Sioux Tribe of the Crow

Creek Reservation, South Dakota

Death Valley Timbi-Sha Shoshone Band of California

Delaware Nation, Oklahoma

Delaware Tribe of Indians, Oklahoma

Dry Creek Rancheria of Pomo Indians of California

Duckwater Shoshone Tribe of the

Duckwater Reservation, Nevada

Eastern Band of Cherokee Indians of North Carolina

Eastern Shawnee Tribe of Oklahoma

Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria,

California

Elk Valley Rancheria, California

Ely Shoshone Tribe of Nevada

Enterprise Rancheria of Maidu Indians of California

Ewilaapaayp Band of Kumeyaay

Indians, California

Federated Indians of Graton Rancheria, California

Flandreau Santee Sioux Tribe of South Dakota

Forest County Potawatomi Community, Wisconsin

- Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
- Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
- Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
- Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon
- Fort McDowell Yavapai Nation, Arizona
- Fort Mojave Indian Tribe of Arizona, California & Nevada
- Fort Sill Apache Tribe of Oklahoma
- Gila River Indian Community of the Gila River Indian Reservation, Arizona
- Grand Traverse Band of Ottawa and Chippewa Indians, Michigan
- Greenville Rancheria of Maidu Indians of California
- Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
- Guidiville Rancheria of California
- Habematolel Pomo of Upper Lake, California
- Hannahville Indian Community, Michigan
- Havasupai Tribe of the Havasupai Reservation, Arizona
- Ho-Chunk Nation of Wisconsin
- Hoh Indian Tribe of the Hoh Indian Reservation, Washington
- Hoopla Valley Tribe, California
- Hopi Tribe of Arizona
- Hopland Band of Pomo Indians of the Hopland Rancheria, California
- Houlton Band of Maliseet Indians of Maine
- Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
- Iipay Nation of Santa Ysabel, California (formerly the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation)
- Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
- Ione Band of Miwok Indians of California
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Jackson Rancheria of Me-Wuk Indians of California
- Jamestown S'Klallam Tribe of Washington
- Jamul Indian Village of California
- Jena Band of Choctaw Indians, Louisiana
- Jicarilla Apache Nation, New Mexico
- Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona
- Kalispel Indian Community of the Kalispel Reservation, Washington
- Karuk Tribe of California
- Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
- Kaw Nation, Oklahoma
- Keweenaw Bay Indian Community, Michigan
- Kialegee Tribal Town, Oklahoma
- Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
- Kickapoo Tribe of Oklahoma
- Kickapoo Traditional Tribe of Texas
- Kiowa Indian Tribe of Oklahoma
- Klamath Tribes, Oregon
- Kootenai Tribe of Idaho
- La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation, California
- La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
- Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin
- Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
- Lac Vieux Desert Band of Lake Superior Chippewa Indians, Michigan
- Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
- Little River Band of Ottawa Indians, Michigan
- Little Traverse Bay Bands of Odawa Indians, Michigan
- Lower Lake Rancheria, California
- Los Coyotes Band of Cahuilla and Cupeno Indians, California (formerly the Los Coyotes Band of Cahuilla & Cupeno Indians of the Los Coyotes Reservation)
- Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada
- Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
- Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington
- Lower Sioux Indian Community in the State of Minnesota
- Lummi Tribe of the Lummi Reservation, Washington
- Lytton Rancheria of California
- Makah Indian Tribe of the Makah Indian Reservation, Washington
- Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria, California
- Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
- Mashantucket Pequot Tribe of Connecticut
- Mashpee Wampanoag Tribe, Massachusetts
- Match-e-be-nash-she-wish Band of Pottawatomis Indians of Michigan
- Mechoopda Indian Tribe of Chico Rancheria, California
- Menominee Indian Tribe of Wisconsin
- Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California
- Mescalero Apache Tribe of the Mescalero Reservation, New Mexico
- Miami Tribe of Oklahoma
- Miccousukee Tribe of Indians of Florida
- Middletown Rancheria of Pomo Indians of California
- Minnesota Chippewa Tribe, Minnesota (Six component reservations: Bois Forte Band (Nett Lake); Fond du Lac Band; Grand Portage Band; Leech Lake Band; Mille Lacs Band; White Earth Band)
- Mississippi Band of Choctaw Indians, Mississippi
- Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada
- Modoc Tribe of Oklahoma
- Mohegan Indian Tribe of Connecticut
- Mooretown Rancheria of Maidu Indians of California
- Morongo Band of Mission Indians, California (formerly the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation)
- Muckleshoot Indian Tribe of the Muckleshoot Reservation, Washington
- Muscogee (Creek) Nation, Oklahoma
- Narragansett Indian Tribe of Rhode Island
- Navajo Nation, Arizona, New Mexico & Utah
- Nez Perce Tribe, Idaho (previously listed as Nez Perce Tribe of Idaho)
- Nisqually Indian Tribe of the Nisqually Reservation, Washington
- Nooksack Indian Tribe of Washington
- Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana
- Northfork Rancheria of Mono Indians of California
- Northwestern Band of Shoshoni Nation of Utah (Washakie)
- Nottawaseppi Huron Band of the Potawatomi, Michigan (formerly the Huron Potawatomi, Inc.)
- Oglala Sioux Tribe of the Pine Ridge Reservation, South Dakota
- Ohkay Owingeh, New Mexico (formerly the Pueblo of San Juan)
- Omaha Tribe of Nebraska
- Oneida Nation of New York
- Oneida Tribe of Indians of Wisconsin
- Onondaga Nation of New York
- Osage Nation, Oklahoma (formerly the Osage Tribe)
- Ottawa Tribe of Oklahoma
- Otoe-Missouria Tribe of Indians, Oklahoma
- Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes) (formerly Paiute Indian Tribe of Utah (Cedar City Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes))
- Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony, California

<p>Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada</p> <p>Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation, California</p> <p>Pala Band of Luiseno Mission Indians of the Pala Reservation, California</p> <p>Pascua Yaqui Tribe of Arizona</p> <p>Paskenta Band of Nomlaki Indians of California</p> <p>Passamaquoddy Tribe of Maine</p> <p>Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California</p> <p>Pawnee Nation of Oklahoma</p> <p>Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California</p> <p>Penobscot Tribe of Maine</p> <p>Peoria Tribe of Indians of Oklahoma</p> <p>Picayune Rancheria of Chukchansi Indians of California</p> <p>Pinoleville Pomo Nation, California (formerly the Pinoleville Rancheria of Pomo Indians of California)</p> <p>Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)</p> <p>Poarch Band of Creek Indians of Alabama</p> <p>Pokagon Band of Potawatomi Indians, Michigan and Indiana</p> <p>Ponca Tribe of Indians of Oklahoma</p> <p>Ponca Tribe of Nebraska</p> <p>Port Gamble Indian Community of the Port Gamble Reservation, Washington</p> <p>Potter Valley Tribe, California</p> <p>Prairie Band of Potawatomi Nation, Kansas</p> <p>Prairie Island Indian Community in the State of Minnesota</p> <p>Pueblo of Acoma, New Mexico</p> <p>Pueblo of Cochiti, New Mexico</p> <p>Pueblo of Jemez, New Mexico</p> <p>Pueblo of Isleta, New Mexico</p> <p>Pueblo of Laguna, New Mexico</p> <p>Pueblo of Nambe, New Mexico</p> <p>Pueblo of Picuris, New Mexico</p> <p>Pueblo of Pojoaque, New Mexico</p> <p>Pueblo of San Felipe, New Mexico</p> <p>Pueblo of San Ildefonso, New Mexico</p> <p>Pueblo of Sandia, New Mexico</p> <p>Pueblo of Santa Ana, New Mexico</p> <p>Pueblo of Santa Clara, New Mexico</p> <p>Pueblo of Santo Domingo, New Mexico</p> <p>Pueblo of Taos, New Mexico</p> <p>Pueblo of Tesuque, New Mexico</p> <p>Pueblo of Zia, New Mexico</p> <p>Puyallup Tribe of the Puyallup Reservation, Washington</p> <p>Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada</p> <p>Quapaw Tribe of Indians, Oklahoma</p> <p>Quartz Valley Indian Community of the Quartz Valley Reservation of California</p> <p>Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona</p>	<p>Quileute Tribe of the Quileute Reservation, Washington</p> <p>Quinault Tribe of the Quinault Reservation, Washington</p> <p>Ramona Band or Village of Cahuilla Mission Indians of California</p> <p>Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin</p> <p>Red Lake Band of Chippewa Indians, Minnesota</p> <p>Redding Rancheria, California</p> <p>Redwood Valley Rancheria of Pomo Indians of California</p> <p>Reno-Sparks Indian Colony, Nevada</p> <p>Resighini Rancheria, California</p> <p>Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California</p> <p>Robinson Rancheria of Pomo Indians of California</p> <p>Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota</p> <p>Round Valley Indian Tribes of the Round Valley Reservation, California</p> <p>Rumsey Indian Rancheria of Wintun Indians of California</p> <p>Sac & Fox Tribe of the Mississippi in Iowa</p> <p>Sac & Fox Nation of Missouri in Kansas and Nebraska</p> <p>Sac & Fox Nation, Oklahoma</p> <p>Saginaw Chippewa Indian Tribe of Michigan</p> <p>St. Croix Chippewa Indians of Wisconsin</p> <p>Saint Regis Mohawk Tribe, New York (formerly the St. Regis Band of Mohawk Indians of New York)</p> <p>Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona</p> <p>Samish Indian Tribe, Washington</p> <p>San Carlos Apache Tribe of the San Carlos Reservation, Arizona</p> <p>San Juan Southern Paiute Tribe of Arizona</p> <p>San Manuel Band of Mission Indians, California (previously listed as the San Manuel Band of Serrano Mission Indians of the San Manuel Reservation)</p> <p>San Pasqual Band of Diegueno Mission Indians of California</p> <p>Santa Rosa Indian Community of the Santa Rosa Rancheria, California</p> <p>Santa Rosa Band of Cahuilla Indians, California (formerly the Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation)</p> <p>Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California</p> <p>Santee Sioux Nation, Nebraska</p> <p>Sauk-Suiattle Indian Tribe of Washington</p> <p>Sault Ste. Marie Tribe of Chippewa Indians of Michigan</p> <p>Scotts Valley Band of Pomo Indians of California</p>	<p>Seminole Nation of Oklahoma</p> <p>Seminole Tribe of Florida (Dania, Big Cypress, Brighton, Hollywood & Tampa Reservations)</p> <p>Seneca Nation of New York</p> <p>Seneca-Cayuga Tribe of Oklahoma</p> <p>Shakopee Mdewakanton Sioux Community of Minnesota</p> <p>Shawnee Tribe, Oklahoma</p> <p>Sherwood Valley Rancheria of Pomo Indians of California</p> <p>Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California</p> <p>Shoalwater Bay Tribe of the Shoalwater Bay Indian Reservation, Washington</p> <p>Shoshone Tribe of the Wind River Reservation, Wyoming</p> <p>Shoshone-Bannock Tribes of the Fort Hall Reservation of Idaho</p> <p>Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada</p> <p>Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota</p> <p>Skokomish Indian Tribe of the Skokomish Reservation, Washington</p> <p>Skull Valley Band of Goshute Indians of Utah</p> <p>Smith River Rancheria, California</p> <p>Snoqualmie Tribe, Washington</p> <p>Soboba Band of Luiseno Indians, California</p> <p>Sokaogon Chippewa Community, Wisconsin</p> <p>Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado</p> <p>Spirit Lake Tribe, North Dakota</p> <p>Spokane Tribe of the Spokane Reservation, Washington</p> <p>Squaxin Island Tribe of the Squaxin Island Reservation, Washington</p> <p>Standing Rock Sioux Tribe of North & South Dakota</p> <p>Stockbridge Munsee Community, Wisconsin</p> <p>Stillaguamish Tribe of Washington</p> <p>Summit Lake Paiute Tribe of Nevada</p> <p>Suquamish Indian Tribe of the Port Madison Reservation, Washington</p> <p>Susanville Indian Rancheria, California</p> <p>Swinomish Indians of the Swinomish Reservation, Washington</p> <p>Sycuan Band of the Kumeyaay Nation Table Mountain Rancheria of California</p> <p>Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)</p> <p>Thlopthlocco Tribal Town, Oklahoma</p> <p>Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota</p> <p>Tohono O'odham Nation of Arizona</p> <p>Tonawanda Band of Seneca Indians of New York</p> <p>Tonkawa Tribe of Indians of Oklahoma</p> <p>Tonto Apache Tribe of Arizona</p> <p>Torres Martinez Desert Cahuilla Indians, California (formerly the Torres-</p>
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Martinez Band of Cahuilla Mission Indians of California)
 Tule River Indian Tribe of the Tule River Reservation, California
 Tulalip Tribes of the Tulalip Reservation, Washington
 Tunica-Biloxi Indian Tribe of Louisiana
 Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
 Turtle Mountain Band of Chippewa Indians of North Dakota
 Tuscarora Nation of New York
 Twenty-Nine Palms Band of Mission Indians of California
 United Auburn Indian Community of the Auburn Rancheria of California
 United Keetoowah Band of Cherokee Indians in Oklahoma
 Upper Sioux Community, Minnesota
 Upper Skagit Indian Tribe of Washington
 Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
 Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
 Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California
 Walker River Paiute Tribe of the Walker River Reservation, Nevada
 Wampanoag Tribe of Gay Head (Aquinnah) of Massachusetts
 Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
 White Mountain Apache Tribe of the Fort Apache Reservation, Arizona
 Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma
 Wilton Rancheria, California
 Winnebago Tribe of Nebraska
 Winnemucca Indian Colony of Nevada
 Wiyot Tribe, California (formerly the Table Bluff Reservation—Wiyot Tribe)
 Wyandotte Nation, Oklahoma
 Yankton Sioux Tribe of South Dakota
 Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona
 Yavapai-Prescott Tribe of the Yavapai Reservation, Arizona
 Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada
 Yomba Shoshone Tribe of the Yomba Reservation, Nevada
 Ysleta Del Sur Pueblo of Texas
 Yurok Tribe of the Yurok Reservation, California
 Zuni Tribe of the Zuni Reservation, New Mexico

Native Entities Within the State of Alaska Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs

Native Village of Afognak
 Agdaagux Tribe of King Cove
 Native Village of Akhiok

Akiachak Native Community
 Akiak Native Community
 Native Village of Akutan
 Village of Alakanuk
 Alatna Village
 Native Village of Aleknagik
 Algaaciq Native Village (St. Mary's)
 Allakaket Village
 Native Village of Ambler
 Village of Anaktuvuk Pass
 Yupiit of Andreafski
 Angoon Community Association
 Village of Aniak
 Anvik Village
 Arctic Village (See Native Village of Venetie Tribal Government)
 Asa'carsarmiut Tribe
 Native Village of Atka
 Village of Atmautluak
 Atkasuk Village (Atkasook)
 Native Village of Barrow Inupiat Traditional Government
 Beaver Village
 Native Village of Belkofski
 Village of Bill Moore's Slough
 Birch Creek Tribe
 Native Village of Brevig Mission
 Native Village of Buckland
 Native Village of Cantwell
 Native Village of Chenega (aka Chanega)
 Chalkyitsik Village
 Cheesh-Na Tribe (formerly the Native Village of Chistochina)
 Village of Chefornek
 Chevak Native Village
 Chickaloon Native Village
 Chignik Bay Tribal Council (formerly the Native Village of Chignik)
 Native Village of Chignik Lagoon
 Chignik Lake Village
 Chilkat Indian Village (Klukwan)
 Chilkoot Indian Association (Haines)
 Chinik Eskimo Community (Golovin)
 Native Village of Chitina
 Native Village of Chuathbaluk (Russian Mission, Kuskokwim)
 Chuloonawick Native Village
 Circle Native Community
 Village of Clarks Point
 Native Village of Council
 Craig Community Association
 Village of Crooked Creek
 Curyung Tribal Council
 Native Village of Deering
 Native Village of Diomedé (aka Inalik)
 Village of Dot Lake
 Douglas Indian Association
 Native Village of Eagle
 Native Village of Eek
 Egegik Village
 Eklutna Native Village
 Native Village of Ekuk
 Ekwok Village
 Native Village of Elim
 Emmonak Village
 Evansville Village (aka Bettles Field)
 Native Village of Eyak (Cordova)
 Native Village of False Pass
 Native Village of Fort Yukon

Native Village of Gakona
 Galena Village (aka Loudon Village)
 Native Village of Gambell
 Native Village of Georgetown
 Native Village of Goodnews Bay
 Organized Village of Grayling (aka Holikachuk)
 Gulkana Village
 Native Village of Hamilton
 Healy Lake Village
 Holy Cross Village
 Hoonah Indian Association
 Native Village of Hooper Bay
 Hughes Village
 Huslia Village
 Hydaburg Cooperative Association
 Igiugig Village
 Village of Iliamna
 Inupiat Community of the Arctic Slope
 Iqurmit Traditional Council
 Ivanoff Bay Village
 Kaguyak Village
 Organized Village of Kake
 Kaktovik Village (aka Barter Island)
 Village of Kalskag
 Village of Kaltag
 Native Village of Kanatak
 Native Village of Karluk
 Organized Village of Kasaan
 Kasigluk Traditional Elders Council
 Kenaitze Indian Tribe
 Ketchikan Indian Corporation
 Native Village of Kiana
 King Island Native Community
 King Salmon Tribe
 Native Village of Kipnuk
 Native Village of Kivalina
 Klawock Cooperative Association
 Native Village of Kluti Kaah (aka Copper Center)
 Knik Tribe
 Native Village of Kobuk
 Kokhanok Village
 Native Village of Kongiganak
 Village of Kotlik
 Native Village of Kotzebue
 Native Village of Koyuk
 Koyukuk Native Village
 Organized Village of Kwethluk
 Native Village of Kwigillingok
 Native Village of Kwinhagak (aka Quinhagak)
 Native Village of Larsen Bay
 Levelock Village
 Lesnoi Village (aka Woody Island)
 Lime Village
 Village of Lower Kalskag
 Manley Hot Springs Village
 Manokotak Village
 Native Village of Marshall (aka Fortuna Ledge)
 Native Village of Mary's Igloo
 McGrath Native Village
 Native Village of Mekoryuk
 Mentasta Traditional Council
 Metlakatla Indian Community, Annette Island Reserve
 Native Village of Minto
 Naknek Native Village

Native Village of Nanwalek (aka English Bay)
 Native Village of Napaimute
 Native Village of Napakiak
 Native Village of Napaskiak
 Native Village of Nelson Lagoon
 Nenana Native Association
 New Koliganek Village Council
 New Stuyahok Village
 Newhalen Village
 Newtok Village
 Native Village of Nightmute
 Nikolai Village
 Native Village of Nikolski
 Niniilchik Village
 Native Village of Noatak
 Nome Eskimo Community
 Nondalton Village
 Noorvik Native Community
 Northway Village
 Native Village of Nuiqsut (aka Nooiksut)
 Nulato Village
 Nunakauyarmiut Tribe
 Native Village of Nunam Iqua (formerly the Native Village of Sheldon's Point)
 Native Village of Nunapitchuk
 Village of Ohogamiut
 Village of Old Harbor
 Orutsararmiut Native Village (aka Bethel)
 Oscarville Traditional Village
 Native Village of Ouzinkie
 Native Village of Paimiut
 Pauloff Harbor Village
 Pedro Bay Village
 Native Village of Perryville
 Petersburg Indian Association
 Native Village of Pilot Point
 Pilot Station Traditional Village
 Native Village of Pitka's Point
 Platinum Traditional Village
 Native Village of Point Hope
 Native Village of Point Lay
 Native Village of Port Graham
 Native Village of Port Heiden
 Native Village of Port Lions
 Portage Creek Village (aka Ohgsenakale)
 Pribilof Islands Aleut Communities of St. Paul & St. George Islands
 Qagan Tayagungin Tribe of Sand Point Village
 Qawalangin Tribe of Unalaska
 Rampart Village
 Village of Red Devil
 Native Village of Ruby
 Saint George Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)

Native Village of Saint Michael
 Saint Paul Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)
 Village of Salamatoff
 Native Village of Savoonga
 Organized Village of Saxman
 Native Village of Scammon Bay
 Native Village of Selawik
 Seldovia Village Tribe
 Shageluk Native Village
 Native Village of Shaktoolik
 Native Village of Shishmaref
 Native Village of Shungnak
 Sitka Tribe of Alaska
 Skagway Village
 Village of Sleetmute
 Village of Solomon
 South Naknek Village
 Stebbins Community Association
 Native Village of Stevens
 Village of Stony River
 Sun'aq Tribe of Kodiak (formerly the Shoonaq' Tribe of Kodiak)
 Takotna Village
 Native Village of Tanacross
 Native Village of Tanana
 Native Village of Tatitlek
 Native Village of Tazlina
 Telida Village
 Native Village of Teller
 Native Village of Tetlin
 Central Council of the Tlingit & Haida Indian Tribes
 Traditional Village of Togiak
 Tuluksak Native Community
 Native Village of Tuntutuliak
 Native Village of Tununak
 Twin Hills Village
 Native Village of Tyonek
 Ugashik Village
 Umkumiute Native Village
 Native Village of Unalakleet
 Native Village of Unga
 Village of Venetie (See Native Village of Venetie Tribal Government)
 Native Village of Venetie Tribal Government (Arctic Village and Village of Venetie)
 Village of Wainwright
 Native Village of Wales
 Native Village of White Mountain
 Wrangell Cooperative Association
 Yakutat Tlingit Tribe

[FR Doc. E9-19124 Filed 8-10-09; 8:45 am]

BILLING CODE 4310-4J-P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

[FWS-R9-IA-2009-N142; 96300-1671-0000-P5]

Issuance of Permits

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Notice of issuance of permits.

SUMMARY: We, the U.S. Fish and Wildlife Service (Service), have issued the following permits to conduct certain activities with endangered species and/or marine mammals.

ADDRESSES: Documents and other information submitted with these applications are available for review, subject to the requirements of the Privacy Act and Freedom of Information Act, by any party who submits a written request for a copy of such documents to: U.S. Fish and Wildlife Service, Division of Management Authority, 4401 North Fairfax Drive, Room 212, Arlington, Virginia 22203; fax 703/358-2281.

FOR FURTHER INFORMATION CONTACT: Division of Management Authority, telephone 703/358-2104.

SUPPLEMENTARY INFORMATION: Notice is hereby given that on the dates below, as authorized by the provisions of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*), and/or the Marine Mammal Protection Act of 1972, as amended (16 U.S.C. 1361 *et seq.*), the Fish and Wildlife Service issued the requested permits subject to certain conditions set forth therein. For each permit for an endangered species, the Service found that (1) the application was filed in good faith, (2) the granted permit would not operate to the disadvantage of the endangered species, and (3) the granted permit would be consistent with the purposes and policy set forth in Section 2 of the Endangered Species Act of 1973, as amended.

TABLE: ENDANGERED SPECIES

Permit number	Applicant	Receipt of application FEDERAL REGISTER notice	Permit issuance date
011646	Kootenai Tribe of Idaho	74 FR 21816; May 11, 2009 ..	July 30, 2009
062075, 064075, 068236, 068237, 068238, 068349, 088955, 088956, 088957, 088958, 088959, 088960, 119894, 120319, 213635, 213636, and 213637.	Hawthorn Corporation	74 FR 21817; May 11, 2009 ..	June 30, 2009

EXHIBIT B

TRIBAL-STATE GAMING COMPACT
Between the SANTA YSABEL BAND OF DIEGUENO MISSION
INDIANS OF THE SANTA YSABEL RESERVATION,
a federally recognized Indian Tribe,
and the
STATE OF CALIFORNIA

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

PREAMBLE

A. The State enters into this Compact at this time in recognition that the Santa Ysabel Tribe (1) communicated its interest in a compact in May 2000, not long after compacts were signed in 1999 with other California Indian Tribes; (2) possesses Indian lands as defined by IGRA; (3) will operate no more than 350 Gaming Devices at this time on its Indian land as defined in IGRA described in Appendix A attached hereto; and (4) is committed to working cooperatively with local governmental entities in California to mitigate off-reservation impacts.

B. The State enters into this Compact out of respect for the unique history and circumstances of the Tribe. The Tribe represents that, prior to European contact, the ancestors of the Santa Ysabel Tribe lived in an area from the Pacific coast to the inland mountains of Southern California.

C. On December 27, 1875, Ulysses S. Grant, President of the United States, signed an executive order establishing the original boundaries of the Santa Ysabel Indian Reservation. The Tribe eventually permanently relocated to the rocky mountain tops within the Reservation.

D. The Santa Ysabel Indian Reservation now consists of three separate parcels, currently called Tract 1, Tract 2, and Tract 3, totaling approximately 15,500 acres and is within the original boundaries of the Santa Ysabel

Reservation. The Tribe has approximately 800 enrolled members who possess at least 1/8 degree Indian blood.

E. The Tribe has faced and continues to face a number of economic hardships including but not limited to: the destruction of valuable timber and natural resources located on the Reservation due to an extensive fire in 2002 and an unprecedented bark beetle infestation; the lack of running water or electricity for many members of the Tribe; and a high unemployment rate.

F. The Santa Ysabel Tribe is governed by Articles of Association adopted by the Tribe on June 2, 1974, as amended. The Tribe does not have a tribal court.

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

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

I. The Santa Ysabel Tribe does not currently operate a Gaming Facility that offers Class III Gaming Activities. However, on or after the effective date of this Compact, the Santa Ysabel Tribe will develop and operate a

Gaming Facility with up to 350 Gaming Devices in San Diego County, California, on the parcels described in Appendix A.

J. The Santa Ysabel Tribe and the State share an interest in mitigating off-reservation impacts of the Gaming Facility, as well as an interest in fostering a good neighbor relationship among the Tribe, the State and the community that borders on the Tribe's reservation land. For these reasons, the Santa Ysabel Tribe and the State believe it is in the best interests of the Tribe and the State for the Tribe to enter into enforceable and binding agreements with San Diego County and any other local governmental entities that will either provide services to, or be adversely impacted by, the construction or operation of the Gaming Facility to address off-reservation impacts of the Santa Ysabel Tribe's Gaming Facility.

K. The exclusive rights that the Santa Ysabel Tribe will enjoy under this Compact create a unique opportunity for the Santa Ysabel Tribe to operate its Gaming Facility in an economic environment free of competition from the Class III gaming referred to in Section 4.0 of this Compact on non-Indian lands in California. The parties are mindful that this unique economic environment is of great value to the Santa Ysabel Tribe and the fact that income from Gaming Devices will represent a substantial portion of the Santa Ysabel Tribe's revenues. The parties are also mindful of the fact that the State will bear costs directly related to the regulation and operation of Gaming Devices. In consideration for the exclusive rights enjoyed by the Santa Ysabel Tribe, and in further consideration for the State's willingness to enter into this Compact, and to bear such costs, and in light of the meaningful concessions offered by the State in good faith negotiations, the Santa Ysabel Tribe has agreed to provide to the State, on a sovereign-to-sovereign basis, a portion of its revenue from Gaming Devices.

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

M. The State enters into this Compact in reliance on the representations of the Santa Ysabel Tribe that the land identified in the box described as "Proposed Development Zone" in Appendix A is the land on which it will

locate the Gaming Facility, and that such land is Indian lands acquired prior to October 17, 1988 and qualifies for gaming under IGRA.

N. The State also enters into this Compact out of a respect for the sentiment of the voters of California who, in approving Propositions 5 and 1A, expressed their belief that the forms of gaming authorized herein should be allowed.

O. The parties to this Compact recognize each other's respective lawful governmental interests, and further recognize that any and all obligations, waivers of jurisdictional immunities or agreements to abide by governmental laws and regulations arising from this Compact are solely by means of this contractual agreement, which is an exercise of the governmental authority of the parties. Except as provided in this Compact, nothing herein contained shall be construed as actual or implied derogation or shall be applied so as to hinder, any and all powers of internal self-government of the Santa Ysabel Tribe or the State of California, or their respective governmental standing.

Section 1.0. PURPOSES AND OBJECTIVES.

The terms of this Compact are designed and intended to:

(a) Evidence the goodwill and cooperation of the Santa Ysabel Tribe and the State in fostering a mutually respectful government-to-government relationship that will serve the mutual interests of the parties.

(b) Develop and implement a means of regulating Class III gaming, and only Class III gaming, on the Santa Ysabel Tribe's Indian lands to ensure its fair and honest operation in accordance with IGRA, and through that regulated Class III gaming, enable the Santa Ysabel Tribe to develop self-sufficiency, promote tribal economic development, and generate jobs and revenues to support the Santa Ysabel Tribe's government and governmental services and programs.

(c) Promote ethical practices in conjunction with that gaming, through the licensing and control of persons and entities employed in, or providing goods and services to, the Santa Ysabel Tribe's Gaming Operation and protecting against the presence or participation of persons whose criminal backgrounds, reputations, character, or associations make them unsuitable for participation in gaming, thereby maintaining a high level of integrity in tribal government gaming.

Section 2.0. DEFINITIONS.

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

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

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

Sec. 2.3.1.. "Coordinator" means the Office of the American Indian Coordinator in the Office of the Governor.

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

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

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

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

Sec. 2.8. "Gaming Facility" or "Facility" means any building in California in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained (but excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms,

buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the Gaming Operation, provided that nothing herein prevents the conduct of Class II gaming (as defined under IGRA) therein.

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

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

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

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

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

Sec. 2.13.1. "Santa Ysabel Tribe" or "Tribe" means the Indian tribe listed in the Federal Register as the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation or an authorized official or agency thereof.

Sec. 2.14. "Management Contractor" means any Gaming Resource Supplier with whom the Santa Ysabel Tribe has contracted for the management of any Gaming Activity or Gaming Facility, including, but not

limited to, any person who would be regarded as a management contractor under IGRA.

Sec. 2.15. "Net Win" means "net win" as defined by American Institute of Certified Public Accountants.¹

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

Sec. 2.17. "State" means the State of California or an authorized official or agency thereof designated by this Compact or by the Governor.

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

Sec. 2.19. "Tribal Chairperson" means the person duly elected under the Santa Ysabel Tribe's Articles of Association to serve as the primary spokesperson for the Santa Ysabel Tribe.

Sec. 2.20. "Tribal Gaming Agency" means the person, agency, board, committee, commission, or council designated under tribal law, including, but not limited to, an intertribal gaming regulatory agency approved to fulfill those functions by the National Indian Gaming Commission, as primarily responsible for carrying out the Santa Ysabel Tribe's regulatory responsibilities under IGRA and the Tribal Gaming Ordinance. No person employed in, or in connection with, the management, supervision, or conduct of any gaming activity may be a member or employee of the Tribal Gaming Agency.

Section 3.0. CLASS III GAMING AUTHORIZED AND PERMITTED. The Santa Ysabel Tribe is hereby authorized and permitted to engage in only the Class III Gaming Activities expressly referred to in Section 4.0 and shall not engage in Class III gaming that is not expressly authorized in that Section. The gaming activities herein referred to are authorized to be conducted at the Gaming Facility situated on the Tribe's Indian lands within the meaning of IGRA, identified in Appendix A, which is hereby represented by the Tribe to be located within the boundaries of its original Reservation established pursuant to an Executive Order issued by President Ulysses S. Grant for the Tribe's benefit on December 27, 1875. It is specifically understood that this Compact is entered into by the State in reliance upon the Tribe's representation and is null and void if the representation is not accurate.

¹ See Addendum regarding the Meaning of Terms.

Section 4.0. SCOPE OF CLASS III GAMING.

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

- (a) Gaming Devices.
- (b) Any banking or percentage card game.
- (c) Any devices or games that are authorized under state law to the California State Lottery, provided that the Santa Ysabel Tribe will not offer such games through use of the Internet unless others in the state are permitted to do so under state and federal law.
- (d) Nothing herein shall be construed to preclude negotiation of a separate compact governing the conduct of off-track wagering at the Santa Ysabel Tribe's Gaming Facility.
- (e) In recognition that the scope of gaming permitted to Indian tribes in California under Tribal-State gaming compacts now in existence is governed by uniform language in each compact, the Santa Ysabel Tribe and the State acknowledge that the scope of Class III gaming permitted by this Gaming Compact is identical to the scope of Class III gaming permitted to any tribe under any compact now in existence, and will remain so during the duration of this Gaming Compact.

Sec. 4.2. Authorized Gaming Facility. The Santa Ysabel Tribe may establish and operate one Gaming Facility on the site identified in Appendix A of this Compact, which is located on Indian lands on which gaming may lawfully be conducted under the Indian Gaming Regulatory Act. The Santa Ysabel Tribe may combine and operate in this Gaming Facility any forms and kinds of gaming permitted under law, except to the extent limited under IGRA, this Compact, or the Santa Ysabel Tribe's Gaming Ordinance. If the Santa Ysabel Tribe requests in writing that the State negotiate with the Santa Ysabel Tribe for a second Gaming Facility on its Indian lands as defined by IGRA, the parties agree to negotiate such request in good faith.

Sec. 4.3. Authorized Number of Gaming Devices

Sec. 4.3.1 (a) The Santa Ysabel Tribe may operate no more than 350 Gaming Devices. From and after the first day of operation of its first Gaming Facility, the Santa Ysabel Tribe shall pay five percent (5%) of its Net Win from the operation of Gaming Devices to the California Gambling Control Commission, or such other State entity as may be designated by the Governor, for deposit into the General Fund. Payments shall be made on a quarterly basis and shall be determined and made not later than the thirtieth (30th) day following the end of each calendar quarter. The first payment shall

be made at the conclusion of the first full calendar quarter following the first day of operation of any Gaming Device.

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

(c) At the time each quarterly payment is made, the Tribe shall submit to the California Gambling Control Commission, or such other State entity as may be designated by the Governor, a report (the "Quarterly Net Win Payment Report") certified by an authorized representative of the Tribe reflecting the Net Win, and the total amount of the quarterly payment.

(d) If the California Gambling Control Commission, or such other State entity as may be designated by the Governor, causes an audit to be made by or on behalf of the State of the Quarterly Net Win Payment Report submitted pursuant to subsection (c), and the quarterly Net Win payment for any quarter as reflected on such quarter's Quarterly Net Win Payment Report is found to be understated, the State will promptly notify the Tribe, and the Tribe will either accept the difference or provide a reconciliation satisfactory to the State. If the Tribe accepts the difference or does not provide a reconciliation satisfactory to the State within sixty (60) days of receipt of the notice, the Tribe must immediately pay the amount of the resulting deficiencies in the quarterly payment plus interest on such amounts from the date they were due at the rate of 1.0% per month or the maximum rate permitted by state law, whichever is less.

(e) The Santa Ysabel Tribe shall not conduct any Gaming Activity authorized by this Compact if the Santa Ysabel Tribe is more than two (2) quarterly contributions in arrears in its payments to the General Fund.

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

(a) For the purposes of this Section 4.3.2 and Sections 4.3.1 and 5.0, the following definitions apply:

(i) A "Compact Tribe" is a tribe having a compact with the State that authorizes the Gaming Activities authorized by this Compact. Federally recognized tribes that are operating fewer than 350 Gaming Devices are "Non-Compact Tribes." Non-Compact Tribes shall be deemed third party beneficiaries of this and other compacts identical in all material respects. A Compact Tribe that becomes a Non-Compact Tribe may not thereafter return

to the status of a Compact Tribe for a period of two (2) years after becoming a Non-Compact Tribe.

(ii) The Revenue Sharing Trust Fund is a fund created by the Legislature and administered by the California Gambling Control Commission, as Trustee, for the receipt, deposit, and distribution of monies paid pursuant to this Section 4.3.2.

(iii) The Special Distribution Fund is a fund created by the Legislature for the receipt, deposit, and distribution of monies paid pursuant to Section 5.0.

Sec. 4.3.2.1. Revenue Sharing Trust Fund.

(a) The Santa Ysabel Tribe agrees with all other Compact Tribes that are parties to compacts having this Section 4.3.2, that each Non-Compact Tribe in the State shall receive the sum of \$1.1 million per year. In the event there are insufficient monies in the Revenue Sharing Trust Fund to pay \$1.1 million per year to each Non-Compact Tribe, any available monies in that Fund shall be distributed to Non-Compact Tribes in equal shares. Monies in excess of the amount necessary to pay \$1.1 million to each Non-Compact Tribe in any given year shall remain in the Revenue Sharing Trust Fund available for disbursement in future years.

(b) Payments made to Non-Compact Tribes shall be made quarterly and in equal-shares out of the Revenue Sharing Trust Fund. The Commission shall serve as the trustee of the fund. The Commission shall have no discretion with respect to the use or disbursement of the trust funds. Its sole authority shall be to serve as a depository of the trust funds and to disburse them on a quarterly basis to Non-Compact Tribes. In no event shall the State's General Fund be obligated to make up any shortfall or pay any unpaid claims.

Section 5.0. REVENUE DISTRIBUTION

Sec. 5.1. The parties acknowledge that certain Compact Tribes make contributions to the Special Distribution Fund created by the Legislature.

Sec. 5.2. Use of funds. The Special Distribution Fund is available for appropriation by the Legislature for the following purposes: (a) grants, including any administrative costs, for programs designed to address gambling addiction; (b) grants, including any administrative costs, for the support of state and local government agencies impacted by tribal government gaming; (c) compensation for regulatory costs incurred by the State Gaming Agency and the State Department of Justice in connection with the implementation and administration of the Compact; (d) payment of shortfalls that may occur in the Revenue Sharing Trust Fund; and (e) any

other purposes specified by the Legislature. It is the intent of the parties that Compact Tribes will be consulted in the process of identifying purposes for grants made to local governments.

Section 6.0. LICENSING.

Sec. 6.1. Gaming Ordinance and Regulations.

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

(b) The Santa Ysabel Tribe shall transmit a copy of its Gaming Ordinance to the California Gambling Control Commission or such other State entity as may be designated by the Governor, within twenty (20) days following execution of this Compact.

(c) The Tribal Gaming Agency shall transmit a copy of its rules, regulations, procedures, specifications, and standards, and any amendments thereto or to its Gaming Ordinance, to the California Gambling Control Commission or such other State entity as may be designated by the Governor, within twenty (20) days following adoption or amendment.

(d) The documents identified in subdivisions (b) and (c) above applicable to the public shall be made available to any member of the public upon request for inspection and copying at the Tribe's offices or in such other manner as the Tribe may designate.

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

Sec. 6.3. Prohibition Regarding Minors. The Santa Ysabel Tribe shall not permit persons under the age of 21 years to be present in any room or area in which Class III Gaming Activities are being conducted unless the person is en route to a nongaming area of the Gaming Facility.

Sec. 6.4. Licensing Requirements and Procedures.

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

cooperation between the Tribal Gaming Agency and the State Gaming Agency, as more particularly described herein.

Sec. 6.4.2. Gaming Facility.

(a) The Gaming Facility authorized by this Gaming Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Gaming Compact, the Tribal Gaming Ordinance, and IGRA. The license shall be reviewed and renewed, if appropriate, every two (2) years thereafter. The Santa Ysabel Tribe shall provide a copy of the initial license and each renewal license to the California Gambling Control Commission or such other State entity as may be designated by the Governor, within twenty (20) days after issuance of the license and each renewal. The active license or renewal thereof shall be posted in a conspicuous and public place in the Gaming Facility at all times.

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

(c) Any Gaming Facility in which gaming authorized by this Gaming Compact is conducted shall be issued a certificate of occupancy by the Tribal Gaming Agency prior to occupancy if it was not used for any Gaming Activities under IGRA prior to the effective date of this Gaming Compact, or, if it was so used, within one year thereafter. The issuance of this certificate shall be reviewed by the Tribal Gaming Agency for continuing compliance every two years thereafter. Inspections by qualified building and safety experts shall be conducted under the direction of the Tribal Gaming Agency as the basis for issuing any certificate hereunder. The Tribal Gaming Agency shall determine and certify that, as to new construction or new use

for gaming, the Facility meets the Santa Ysabel Tribe's building and safety code, or, as to facilities or portions of facilities that were used for the Santa Ysabel Tribe's Gaming Activities prior to this Gaming Compact, that the facility or portions thereof do not endanger the health or safety of occupants or the integrity of the Gaming Operation. The Santa Ysabel Tribe will not offer Class III gaming in a Facility that is constructed or maintained in a manner that endangers the health or safety of occupants or the integrity of the gaming operation.

(d) The State shall designate an agent or agents to be given reasonable notice of each inspection by the Tribal Gaming Agency's experts, which state agents may accompany any such inspection. The Santa Ysabel Tribe agrees to correct any Gaming Facility condition noted in an inspection that does not meet the standards set forth in subdivisions (b) and (c). The Tribal Gaming Agency and the State's designated agent or agents shall exchange any reports of an inspection within ten (10) days after completion of the report, which reports shall also be separately and simultaneously forwarded by both agencies to the Tribal Chairperson. Upon certification by the Tribal Gaming Agency's experts that a Gaming Facility meets applicable standards, the Tribal Gaming Agency shall forward the experts' certification to the State within ten (10) days of issuance. If the State's agent objects to that certification, the Santa Ysabel Tribe shall make a good faith effort to address the State's concerns, but if the State does not withdraw its objection, the matter will be resolved in accordance with the dispute resolution provisions of Section 9.0.

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

- (a) A person of good character, honesty, and integrity.
- (b) A person whose prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest or to the effective regulation and control of gambling, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities

in the conduct of gambling, or in the carrying on of the business and financial arrangements incidental thereto:

(c) A person who is in all other respects qualified to be licensed as provided in this Gaming Compact, IGRA, the Tribal Gaming Ordinance, and any other criteria adopted by the Tribal Gaming Agency or the Santa Ysabel Tribe. An applicant shall not be found to be unsuitable solely on the ground that the applicant was an employee of a tribal gaming operation in California that was conducted prior to the effective date of this Compact.

Sec. 6.4.4. Gaming Employees. (a) Every Gaming Employee shall obtain, and thereafter maintain current, a valid tribal gaming license, which shall be subject to biennial renewal; provided that in accordance with Section 6.4.9, those persons may be employed on a temporary or conditional basis pending completion of the licensing process.

(b) Except as provided in subdivisions (c) and (d), the Santa Ysabel Tribe will not employ or continue to employ, any person whose application to the State Gaming Agency for a determination of suitability, or for a renewal of such a determination, has been denied or has expired without renewal.

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

(d)(1) Notwithstanding subdivision (a), the Santa Ysabel Tribe may employ or retain in its employ a person whose application for a determination of suitability, or for a renewal of such a determination, has been denied by the State Gaming Agency, if the person is an enrolled member of the Santa Ysabel Tribe, as defined in this subdivision, and if (A) the person holds a valid and current license issued by the Tribal Gaming Agency that must be renewed at least biennially; (B) the denial of the application by the State Gaming Agency is based solely on activities, conduct, or associations that antedate the filing of the person's initial application to the State Gaming Agency for a determination of suitability;

and (C) the person is not an employee or agent of any other gaming operation.

(2) For purposes of this subdivision, "enrolled member" means a person who is recognized by the Santa Ysabel Tribe as being a member pursuant to its governing documents.

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

Sec. 6.4.5. Gaming Resource Supplier. Any Gaming Resource Supplier who, directly or indirectly, provides, has provided, or is deemed likely to provide at least twenty-five thousand dollars (\$25,000) in Gaming Resources in any 12-month period, or who has received at least twenty-five thousand dollars (\$25,000) in any consecutive 12-month period within the 24-month period immediately preceding application, shall be licensed by the Tribal Gaming Agency prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any such Gaming Resources to or in connection with the Santa Ysabel Tribe's Operation or Facility. These licenses shall be reviewed at least every two years for continuing compliance. In connection with such a review, the Tribal Gaming Agency shall require the Supplier to update all information provided in the previous application. For purposes of Section 6.5.2, such a review shall be deemed to constitute an application for renewal. The Santa Ysabel Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of Gaming Resources with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. Any agreement between the Santa Ysabel Tribe and a Gaming Resource Supplier shall be deemed to include a provision for its termination without further liability on the part of the Santa Ysabel Tribe, except for the bona fide repayment of all outstanding sums (exclusive of interest) owed as of, or payment for services or materials received up to, the date of termination, upon revocation or non-renewal of the Supplier's license by the Tribal Gaming Agency based on a determination of unsuitability by the State Gaming Agency.

Sec. 6.4.6. Financial Sources. Any person extending financing, directly or indirectly, to the Santa Ysabel Tribe's Gaming Facility or Gaming Operation shall be licensed by the Tribal Gaming Agency prior to extending that financing, provided that any person who is extending financing at the time of the execution of this Compact shall be licensed by the Tribal Gaming Agency within ninety (90) days of such execution. These licenses shall be reviewed at least every two years for continuing

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

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

preceding section) that, alone or in combination with others, has provided financing in connection with any gaming authorized under this Gaming Compact, if that person or entity provided more than 10 percent of (a) the start-up capital, (b) the operating capital over a 12-month period, or (c) a combination thereof. For purposes of this Section, where there is any commonality of the characteristics identified in clauses (i) to (v), inclusive, between any two or more entities, those entities may be deemed to be a single entity. Nothing herein precludes the Santa Ysabel Tribe or Tribal Gaming Agency from requiring more stringent licensing requirements.

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

considered to be an entity entitled to receive state summary criminal history information within the meaning of subdivision (b)(12) of section 11105 of the California Penal Code. The California Department of Justice shall provide services to the Tribal Gaming Agency through the California Law Enforcement Telecommunications System (CLETS), subject to a determination by the CLETS advisory committee that the Tribal Gaming Agency is qualified for receipt of such services, and on such terms and conditions as are deemed reasonable by that advisory committee.

Sec. 6.4.9. Temporary Licensing of Gaming Employees.

Notwithstanding anything herein to the contrary, if the applicant has completed a license application in a manner satisfactory to the Tribal Gaming Agency, and that agency has conducted a preliminary background investigation, and the investigation or other information held by that agency does not indicate that the applicant has a criminal history or other information in his or her background that would either automatically disqualify the applicant from obtaining a license or cause a reasonable person to investigate further before issuing a license, or is otherwise unsuitable for licensing, the Tribal Gaming Agency may issue a temporary license and may impose such specific conditions thereon pending completion of the applicant's background investigation, as the Tribal Gaming Agency in its sole discretion shall determine. Special fees may be required by the Tribal Gaming Agency to issue or maintain a temporary license. A temporary license shall remain in effect until suspended or revoked, or a final determination is made on the application. At any time after issuance of a temporary license, the Tribal Gaming Agency may suspend or revoke it in accordance with Sections 6.5.1 or 6.5.5, and the State Gaming Agency may request suspension or revocation in accordance with subdivision (d) of Section 6.5.6. Nothing herein shall be construed to relieve the Santa Ysabel Tribe of any obligation under Part 558 of Title 25 of the Code of Federal Regulations.

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

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

(a) Any application for a gaming license may be denied, and any license issued may be revoked, if the Tribal Gaming Agency determines that the application is incomplete or deficient, or if the applicant is determined to

be unsuitable or otherwise unqualified for a gaming license. Pending consideration of revocation, the Tribal Gaming Agency may suspend a license in accordance with Section 6.5.5. All rights to notice and hearing shall be governed by tribal law, as to which the applicant will be notified in writing along with notice of an intent to suspend or revoke the license.

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

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

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

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

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

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

Sec. 6.5.6. State Certification Process. (a) Upon receipt of a completed license application and a determination by the Tribal Gaming Agency that it intends to issue the earlier of a temporary or permanent license, the Tribal Gaming Agency shall transmit to the State Gaming Agency a notice of intent to license the applicant, together with all of the following: (i) a copy of all tribal license application materials and information received by the Tribal Gaming Agency from the applicant; (ii) an original set of fingerprint cards, accompanied by generally applicable state and federal fingerprinting fees; (iii) a current photograph; and (iv) except to the extent waived by the State Gaming Agency, such releases of information, waivers, and other completed and executed forms as have been obtained by the Tribal Gaming Agency. Except for an applicant for licensing as a non-key Gaming Employee, as defined by agreement between the Tribal Gaming Agency and the State Gaming Agency, the Tribal Gaming Agency shall require the applicant also to file an application with the State Gaming Agency, prior to issuance of a temporary or permanent tribal gaming license, for a determination of suitability for licensure under the California Gambling Control Act. Investigation and disposition of that application shall be governed entirely by state law, and the State Gaming Agency shall determine whether the applicant would be found suitable for licensure in a gambling establishment subject to that Agency's jurisdiction. Additional information may be required by the State Gaming Agency to assist it in its background investigation, provided that such State Gaming Agency requirement shall be no greater than that which may be required of applicants for a State gaming license in connection with nontribal gaming activities and at a similar level of participation or employment. A determination of suitability is valid for the term of the tribal license held by the applicant, and the Tribal Gaming Agency shall require a licensee to apply for renewal of a determination of suitability at such time as the licensee applies for renewal of a tribal gaming license. The State Gaming Agency and the Tribal Gaming Agency (together with tribal gaming agencies under other gaming compacts) shall cooperate in developing

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

(b) Background Investigations of Applicants. Upon receipt of completed license application information from the Tribal Gaming Agency, the State Gaming Agency may conduct a background investigation pursuant to state law to determine whether the applicant would be suitable to be licensed for association with a gambling establishment subject to the jurisdiction of the State Gaming Agency. If further investigation is required to supplement the investigation conducted by the Tribal Gaming Agency, the applicant will be required to pay the statutory application fee charged by the State Gaming Agency pursuant to California Business and Professions Code section 19951(a), as it may be amended from time to time, but any deposit requested by the State Gaming Agency pursuant to section 19867 of that Code, as it may be amended from time to time, shall take into account reports of the background investigation already conducted by the Tribal Gaming Agency and the NIGC, if any. Failure to pay the application fee or deposit may be grounds for denial of the application by the State Gaming Agency. The State Gaming Agency and Tribal Gaming Agency shall cooperate in sharing as much background information as possible, both to maximize investigative efficiency and thoroughness, and to minimize investigative costs. Upon completion of the necessary background investigation or other verification of suitability, the State Gaming Agency shall issue a notice to the Tribal Gaming Agency certifying that the State has determined that the applicant would be suitable, or that the applicant would be unsuitable, for licensure in a gambling establishment subject to the jurisdiction of the State Gaming Agency and, if unsuitable, stating the reasons therefor.

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

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

Section 7.0. GAMING COMPLIANCE-ENFORCEMENT.

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

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

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

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

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

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

Sec. 7.4.3. (a) Inspection and copying of Gaming Operation papers, books, and records may occur at any time, immediately after notice to the Tribal Gaming Agency, during the normal hours of the Gaming Facility's business office, provided that the inspection and copying of those papers, books or records shall not unreasonably interfere with the normal functioning of the Gaming Operation or Facility. Notwithstanding any other provision of California law, all information and records that the State Gaming Agency obtains, inspects, or copies pursuant to this Gaming Compact shall be, and remain, the property solely of the Santa Ysabel Tribe; provided that such records and copies may be retained by the State Gaming Agency as reasonably necessary for completion of any investigation of the Santa Ysabel Tribe's compliance with this Compact.

(b)(i) The State Gaming Agency will exercise the utmost care in the preservation of the confidentiality of any and all non-public information and documents received from the Santa Ysabel Tribe, and will apply the highest standards of confidentiality expected under state law to preserve such non-public information and documents from disclosure. The Santa Ysabel Tribe may avail itself of any and all remedies under state law for improper disclosure of non-public information or documents. To the extent reasonably feasible, the State Gaming Agency will consult with representatives of the Santa Ysabel Tribe prior to disclosure of any non-public documents received from the Santa Ysabel Tribe, or any non-public documents compiled from such documents or from information received from the Santa Ysabel Tribe,

including any disclosure compelled by judicial process, and, in the case of any disclosure compelled by judicial process, will endeavor to give the Santa Ysabel Tribe immediate notice of the order compelling disclosure and a reasonable opportunity to interpose an objection thereto with the court.

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

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

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

Sec. 7.4.5. (a) Subject to the provisions of subdivision (b), the Tribal Gaming Agency shall not permit any Gaming Device to be transported to or from the Santa Ysabel Tribe's land except in accordance with procedures established by agreement between the State Gaming Agency and the Tribal Gaming Agency and upon at least ten (10) days' notice to the Sheriffs Department for the county in which the land is located.

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

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

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

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

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

Sec. 8.1.2. Ensuring the physical safety of Gaming Operation patrons and employees, and any other person while in the Gaming Facility. Nothing herein shall be construed to make applicable to the Tribe any state laws, regulations, or standards governing the use of tobacco. The Tribe will provide a non-smoking area in the Gaming Facility, and the Tribe will utilize a ventilation system throughout the Gaming Facility which exhausts tobacco smoke to the extent feasible under existing technology.

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

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

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

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

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

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

Sec. 8.1.7. Maintenance of a list of persons barred from the Gaming Facility who, because of their past behavior, criminal history, or association with persons or organizations, pose a threat to the integrity of the Gaming Activities of the Santa Ysabel Tribe or to the integrity of regulated gaming within the State. The Tribal Gaming Agency shall transmit a copy of the list to the State Gaming Agency quarterly.

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

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

Sec. 8.1.10. Addressing all of the following:

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

transmit a copy of the procedures and any amendment thereto to the State Gaming Agency within twenty (20) days of adoption or amendment.

Sec. 8.1.11. Maintenance of a closed-circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Santa Ysabel Tribe, which system shall be approved by, and may not be modified without the approval of, the Tribal Gaming Agency. The Tribal Gaming Agency shall have current copies of the Gaming Facility floor plan and closed-circuit television system at all times, and any modifications thereof first shall be approved by the Tribal Gaming Agency.

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

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

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

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

Sec. 8.3. (a) The Santa Ysabel Tribe shall take all reasonable steps to ensure that members of the Tribal Gaming Agency are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their duties under this Compact; shall adopt a conflict-of-interest code to that end; and shall ensure (i) the prompt removal of any member of the Tribal Gaming Agency who is found to have acted in a corrupt or compromised manner and (ii) the enforcement of the Santa Ysabel Tribe's conflict of interest code.

(b) The Santa Ysabel Tribe shall conduct a background investigation on a prospective member of the Tribal Gaming Agency, who shall meet the background requirements of a management contractor under IGRA; provided that, if such official is elected through a tribal election process, that official may not participate in any Tribal Gaming Agency matters under this

Compact unless a background investigation has been concluded and the official has been found to be suitable. If requested by the tribal government or the Tribal Gaming Agency, the State Gaming Agency may assist in the conduct of such a background investigation and may assist in the investigation of any possible corruption or compromise of a member of the agency.

Sec. 8.4. In order to foster statewide uniformity of regulation of Class III gaming operations throughout the state, rules, regulations, standards, specifications, and procedures of the Tribal Gaming Agency in respect to any matter encompassed by Sections 6.0, 7.0, or 8.0 shall be consistent with regulations adopted by the State Gaming Agency in accordance with Section 8.4.1. Chapter 3.5 (commencing with section 11340) of Part 1 of Division 3 of Title 2 of the California Government Code does not apply to regulations adopted by the State Gaming Agency in respect to tribal gaming operations under this Section.

Sec. 8.4.1. (a) Except as provided in subdivision (d), no State Gaming Agency regulation shall be effective with respect to the Santa Ysabel Tribe's Gaming Operation unless it has first been approved by the Association and the Santa Ysabel Tribe has had an opportunity to review and comment on the proposed regulation.

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

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

(d) In exigent circumstances (e.g., imminent threat to public health and safety), the State Gaming Agency may adopt a regulation that becomes effective immediately. Any such regulation shall be accompanied by a detailed, written description of the exigent circumstances, and shall be submitted immediately to the Association for consideration. If the regulation

is disapproved by the Association, it shall cease to be effective, but may be re-adopted by the State Gaming Agency as a proposed regulation, in its original or amended form, with a detailed, written response to the Association's objections, and thereafter submitted to the Santa Ysabel Tribe for comment as provided in subdivision (c).

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

Section 9.0. DISPUTE RESOLUTION PROVISIONS.

Sec. 9.1. Voluntary Resolution; Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the Santa Ysabel Tribe and the State, the parties shall make their best efforts to resolve disputes that occur under this Gaming Compact by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the Santa Ysabel Tribe and the State first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Gaming Compact, as follows:

(a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.

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

(c) If the dispute is not resolved to the satisfaction of the parties within thirty (30) calendar days after the first meeting, then either party may seek to have the dispute resolved by an arbitrator in accordance with this section, but neither party shall be required to agree to submit to arbitration.

(d) Disagreements that are not otherwise resolved by arbitration or other mutually acceptable means as provided in Section 9.3 may be resolved in the United States District Court where the Santa Ysabel Tribe's Gaming

Facility is located, or is to be located, and the Ninth Circuit Court of Appeals (or, if those federal courts lack jurisdiction, in any state court of competent jurisdiction and its related courts of appeal). The disputes to be submitted to court action include, but are not limited to, claims of breach or violation of this Compact, or failure to negotiate in good faith as required by the terms of this Compact. In no event may the Santa Ysabel Tribe be precluded from pursuing any arbitration or judicial remedy against the State on the grounds that the Santa Ysabel Tribe has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to the public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to resort to judicial process.

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

Sec. 9.3. No Waiver or Preclusion of Other Means of Dispute Resolution. This Section 9.0 may not be construed to waive, limit, or restrict any remedy that is otherwise available to either party, nor may this Section be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, mediation or utilization of a technical advisor to the Tribal and State Gaming Agencies; provided that neither party is under any obligation to agree to such alternative method of dispute resolution.

Sec. 9.4. Limited Waiver of Sovereign Immunity.

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

(1) The dispute is limited solely to issues arising under this Gaming Compact;

(2) Neither side makes any claim for monetary damages (that is, only injunctive, specific performance, including enforcement of a provision of this Compact requiring payment of money to one or another of the parties, or declaratory relief is sought); and

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

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

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

Section 10.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.

Sec. 10.1. The Santa Ysabel Tribe will not conduct Class III gaming in a manner that endangers the public health, safety, or welfare, provided that nothing herein shall be construed to make applicable to the Tribe state laws or regulations governing the use of tobacco. The Tribe will provide a non-smoking area in the Gaming Facility, and the Tribe will utilize a ventilation system throughout the Gaming Facility which exhausts tobacco smoke to the extent feasible under existing technology.

Sec. 10.2. Compliance. For the purposes of this Gaming Compact, the Santa Ysabel Tribe shall:

(a) Adopt and comply with standards no less stringent than state public health standards for food and beverage handling. The Gaming Operation will allow inspection of food and beverage services by state or county health inspectors, during normal hours of operation, to assess

compliance with these standards, unless inspections are routinely made by an agency of the United States government to ensure compliance with equivalent standards of the United States Public Health Service. Nothing herein shall be construed as submission of the Santa Ysabel Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(b) Adopt and comply with standards no less stringent than federal water quality and safe drinking water standards applicable in California; the Gaming Operation will allow for inspection and testing of water quality by state or county health inspectors, as applicable, during normal hours of operation, to assess compliance with these standards, unless inspections and testing are made by an agency of the United States pursuant to, or by the Santa Ysabel Tribe under express authorization of, federal law, to ensure compliance with federal water quality and safe drinking water standards. Nothing herein shall be construed as submission of the Santa Ysabel Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(c) Comply with the building and safety standards set forth in Section 6.4.

(d) (i) Acquire, prior to the commencement of Gaming Activities under this Compact, and at all times thereafter maintain in continuous force, a policy or policies of insurance furnishing not less than five million dollars (\$5,000,000) in public liability coverage for the satisfaction of tort claims by members of the public, underwritten by an insurer or insurers admitted by the State of California, and in connection therewith secure from each such insurer (A) the insurer's written acknowledgment that the Santa Ysabel Tribe has waived its immunity to suit under the terms of this Section 10.2(d); and (B) the insurer's written waiver of any and all rights that the insurer may have to raise as a defense the sovereign immunity of the Santa Ysabel Tribe from suit, provided, however, that the waiver by the insurer shall not be deemed to waive or otherwise limit the Santa Ysabel Tribe's sovereign immunity outside or beyond the coverage or aggregated limits of insurance in force.

(ii) Adopt, at least thirty (30) days prior to the commencement of Gaming Activities under this Compact, and at all times thereafter maintain in continuous force, an ordinance that (A) affirms that all claims for damages resulting from intentional or negligent injury to persons or property at the Gaming Facility or in connection with the Santa Ysabel Tribe's

Gaming Operation will be promptly and fairly entertained, and that legitimate claims will be paid; and (B) expressly waives the Santa Ysabel Tribe's immunity from suit upon claims identified in clause (A) immediately above, and contains the Tribe's consent to the jurisdiction of any federal or state court having jurisdiction over the subject matter of any such suit, to the extent of the limits of coverage provided by the policy or policies of public liability insurance in force, provided that the insurance in force shall not be less than five million dollars (\$5,000,000).

(iii) If the Santa Ysabel Tribe should at any time fail to comply with paragraphs (i) and (ii) of this Section 10.2(d), expressly waive, and does hereby expressly waive, the Tribe's immunity to suit for damages resulting from intentional or negligent injury to persons or property at the Gaming Facility or in connection with the Santa Ysabel Tribe's Gaming Operation or Gaming Facility, but only up to the limits of the insurance policy required under paragraph (i) of this Section 10.2(d); and with respect to which suits, the Tribe expressly consents to the jurisdiction of any state or federal court having jurisdiction over the subject matter of the suit.

(e) Adopt and comply with standards no less stringent than federal workplace and occupational health and safety standards; the Gaming Operation will allow for inspection of Gaming Facility workplaces by state inspectors, during normal hours of operation, to assess compliance with these standards, unless inspections are regularly made by an agency of the United States government to ensure compliance with federal workplace and occupational health and safety standards. Nothing herein shall be construed as submission of the Santa Ysabel Tribe to the jurisdiction of those state inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

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

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

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

Social Security, unemployment insurance, disability payments, or public assistance payments.

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

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

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

Sec. 10.2.1. The Santa Ysabel Tribe shall adopt and, not later than 30 days after the effective date of this Compact, shall transmit to the Coordinator or such other State entity as may be designated by the Governor, the standards described in subdivisions (a)-(c) and (e)-(k) of Section 10.2 to which the Gaming Operation is held, as well as the insurance policy or policies and ordinance described in subdivision (d) of Section 10.2. In the absence of a promulgated tribal standard in respect to a matter identified in subdivisions (a)-(c) and (e)-(k) of Section 10.2, or the express adoption of an applicable federal statute or regulation in lieu of a tribal standard in respect to any such matter, the applicable state statute or regulation shall be deemed to have been adopted by the Santa Ysabel Tribe as the applicable standard.

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

(a) In lieu of permitting the Gaming Operation to participate in the state statutory workers' compensation system, the Santa Ysabel Tribe may create and maintain a system that provides redress for employee work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, availability of an independent medical examination, right to notice, hearings before an independent tribunal, a means of enforcement against the employer, and benefits comparable to those mandated for comparable employees under state law. Not later than the effective date of this Compact, or sixty (60) days prior to the commencement of Gaming Activities under this Compact, the Santa Ysabel Tribe will advise the State of its election to participate in the statutory workers' compensation system or, alternatively, will transmit to the Coordinator or such other State entity as may be designated by the

Governor, all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standard set forth above. The parties agree that independent contractors doing business with the Santa Ysabel Tribe must comply with all state workers' compensation laws and obligations.

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

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

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

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

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

Sec. 10.7. Labor Relations. Notwithstanding any other provision of this Compact, this Compact shall be effective only after the Santa Ysabel Tribe has provided written notice to the Coordinator, or such other entity as may be designated by the Governor, that it has adopted an ordinance identical to the Model Tribal Labor Relations Ordinance attached hereto as Appendix B.

Sec. 10.8. Off-Reservation Environmental Impacts.

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

environmental impact reports concerning potential off-Reservation environmental impacts of any and all Projects to be commenced on or after the effective date of this Compact. In fashioning the environmental protection ordinance, the Santa Ysabel Tribe will make a good faith effort to incorporate the policies and purposes of the National Environmental Policy Act and the California Environmental Quality Act consistent with the Santa Ysabel Tribe's governmental interests. SEE, ADDENDUM "A" (MODIFICATION NO. 1)

~~Sec. 10.8, 1.1. The Santa Ysabel Tribe shall consult with the County of San Diego and any other local governmental entities that will either provide services to, or be adversely impacted by, the construction or operation of the Project. The purpose of these consultations shall be to develop site- or project-specific terms and conditions and to conclude written agreements with these local government entities. All such agreements shall be concluded prior to the commencement of the Project, and shall provide for the identification and implementation of feasible mitigation measures and feasible project alternatives, concerning significant environmental, economic and social effects stemming from the Gaming Facility, including, but not limited to, each of the following areas: the sufficiency, sustainability, and quality of groundwater supplies; water supply, quality, and resources; waste water treatment and storm water requirements; air quality; solid waste management; hazardous waste management; fire and protective services; public health and safety; impacts during and of construction; increased traffic; noise; economic and social impacts; and protection of cultural, historical and biological resources. If any local governmental entity and the Santa Ysabel Tribe are unable to reach an agreement as to the terms of these written agreements, they will follow the dispute resolution provisions set forth in Appendix C. The Santa Ysabel Tribe will transmit a copy of any written agreements reached pursuant to this Section to the Coordinator or such other State entity as may be designated by the Governor, prior to the commencement of the Project.~~

Sec. 10.8.2. (a) Prior to commencement of a Project, the Santa Ysabel Tribe will:

- (1) Inform the public of the planned Project;
- (2) Take appropriate actions to determine whether the project will have any significant adverse impacts on the off-Reservation environment;
- (3) For the purpose of receiving and responding to comments, submit all environmental impact reports concerning the proposed Project to the State Clearinghouse in the Office of Planning and Research and the county board of supervisors, for distribution to the public.

(4) Consult with the San Diego County Board of Supervisors, and, if the Gaming Facility is within a city, with the city council, and if requested by the board or council, as the case may be, meet with them to discuss mitigation of significant adverse off-Reservation environmental impacts;

(5) Meet with and provide an opportunity for comment by those members of the public residing off-Reservation within the vicinity of the Gaming Facility such as might be adversely affected by the proposed Project.

(b) During the conduct of a Project, the Santa Ysabel Tribe shall:

(1) Keep the board or council, as the case may be, and potentially affected members of the public apprised of the project's progress; and

(2) Make good faith efforts to mitigate any and all such significant adverse off-Reservation environmental impacts.

(c) As used in Sections 10.8.1, 10.8.1.1, and this Section 10.8.2, the term "Project" means any expansion or any significant renovation or modification of an existing Gaming Facility, or any significant excavation, construction, or development associated with the Santa Ysabel Tribe's Gaming Facility or proposed Gaming Facility and the term "environmental impact reports" means any environmental assessment, environmental impact report, or environmental impact statement, as the case may be.

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

(b) At any time after January 1, 2007, but not later than March 1, 2007, the State may request negotiations for an amendment to this Section 10.8 on the ground that, as it presently reads, the Section has proven to be inadequate to protect the off-Reservation environment from significant adverse impacts resulting from Projects undertaken by the Santa Ysabel Tribe or to ensure adequate mitigation by the Santa Ysabel Tribe of significant adverse off-Reservation environmental impacts and, upon such a request, the Santa Ysabel Tribe will enter into such negotiations in good faith.

(c) On or after January 1, 2008, the Santa Ysabel Tribe may bring an action in federal court under 25 U.S.C. Sec. 2710(d)(7)(A)(i) on the ground that the State has failed to negotiate in good faith, provided that the Santa Ysabel Tribe's good faith in the negotiations shall also be in issue. In any such action, the court may consider whether the State's invocation of its

rights under subdivision (b) of this Section 10.8.3 was in good faith. If the State has requested negotiations pursuant to subdivision (b) but, as of January 1, 2009, there is neither an agreement nor an order against the State under 25 U.S.C. Sec. 2710(d)(7)(B)(iii), then, on that date, the Santa Ysabel Tribe shall immediately cease construction and other activities on all projects then in progress that have the potential to cause adverse off-Reservation impacts, unless and until an agreement to amend this Section 10.8 has been concluded between the Santa Ysabel Tribe and the State.

Section 11.0. EFFECTIVE DATE AND TERM OF COMPACT.

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

(a) The Compact is ratified by statute in accordance with state law; and

(b) Notice of approval or constructive approval is published in the Federal Register as provided in 25 U.S.C. Sec. 2710(d)(3)(B).

Sec. 11.2. Term of Compact; Termination.

Sec. 11.2.1. Effective. (a) Once effective this Compact shall be in full force and effect for state law purposes until December 31, 2024. No sooner than eighteen (18) months prior to the aforementioned termination date, either party may request the other party to enter into negotiations to extend this Compact or to enter into a new compact. If the parties have not agreed to extend the date of this Compact nor entered into a new compact by the termination date, this Compact will automatically be extended to June 30, 2026, unless the parties have agreed to an earlier termination date.

(b) Either party may bring an action in federal court, after providing a sixty (60) day written notice of an opportunity to cure any alleged breach of this Compact, for a declaration that the other party has materially breached this Compact. Upon issuance of such a declaration, the complaining party may unilaterally terminate this Compact upon service of written notice on the other party. In the event a federal court determines that it lacks jurisdiction over such an action, the action may be brought in the superior court for the county in which the Santa Ysabel Tribe's Gaming Facility is located. The parties expressly waive their immunity to suit for purposes of an action under this subdivision, subject to the qualifications stated in Section 9.4(a).

Section 12.0. AMENDMENTS; RENEGOTIATIONS.

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

Sec. 12.2. (a) This Gaming Compact is subject to renegotiation in the event the Santa Ysabel Tribe wishes to engage in forms of Class III gaming other than those games authorized herein and requests renegotiation for that purpose, provided that no such renegotiation may be sought for twelve (12) months following the effective date of this Gaming Compact.

(b) Nothing herein shall be construed to constitute a waiver of any rights under IGRA in the event of an expansion of the scope of permissible gaming resulting from a change in state law.

Sec. 12.3. Process and Negotiation Standards. All requests to amend or renegotiate this Gaming Compact shall be in writing, addressed to the Tribal Chairperson or the Governor, as the case may be, and shall include the activities or circumstances to be negotiated, together with a statement of the basis supporting the request. If the request meets the requirements of this Section, the parties shall confer promptly and determine a schedule for commencing negotiations within thirty (30) days of the request. Unless expressly provided otherwise herein, all matters involving negotiations or other amendatory processes under Section 4.3.3(b) and this Section 12.0 shall be governed, controlled, and conducted in conformity with the provisions and requirements of IGRA, including those provisions regarding the obligation of the State to negotiate in good faith and the enforcement of that obligation in federal court. The Chairperson of the Santa Ysabel Tribe and the Governor of the State are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

Sec. 12.4. In the event the exclusive right of Indian tribes to operate Gaming Devices in California is abrogated by the enactment, amendment, or repeal of a state statute or constitutional provision, or the conclusive and dispositive judicial construction of a statute or the state Constitution by a California appellate court after the effective date of this Compact, that Gaming Devices may lawfully be operated by another person, organization, or entity (other than an Indian tribe pursuant to a compact) within California, the Santa Ysabel Tribe shall have the right to: (i) termination of this Compact, in which case the Santa Ysabel Tribe will lose the right to operate Gaming Devices and other Class III gaming, or (ii) continuation under the Compact with an entitlement to a reduction of the rates specified in Section 4.3.1 following conclusion of negotiations, to provide for (a) compensation to the State for actual and reasonable costs of regulation, as determined by the state Department of Finance; (b) reasonable payments to local governments impacted by tribal government gaming; (c) grants for programs

designed to address gambling addiction; and (d) such assessments as may be permissible at such time under federal law.

Sec. 12.5. If requested to do so by either party in March 2008, and every fourth March thereafter, the parties will promptly commence negotiations in good faith concerning any matter encompassed by this Compact. Nothing in this Section shall prevent the parties from mutually agreeing to amend this Compact at other times.

Section 13.0 NOTICES.

Unless otherwise indicated by this Gaming Compact, all notices required or authorized to be served shall be served by first-class mail at the following addresses, or to such other address as either party may designate by written notice to the other:

Governor
State Capitol
Sacramento, California 95814

Chairman
Santa Ysabel Band of Diegueno
Mission Indians of the Santa
Ysabel Reservation
School House Canyon Road
PO Box 130
Santa Ysabel, California 82070

Section 14.0. CHANGES IN IGRA.

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

Section 15.0. MISCELLANEOUS.

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

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

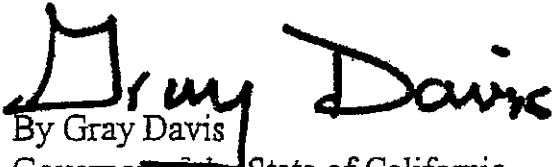
Sec. 15.3. Construction. Neither the presence in another tribal-state compact of language that is not included in this Compact, nor the absence in this Compact of language that is present in another tribal-state compact shall be a factor in construing the terms of this Compact.

Sec. 15.4. Representations. By entering into this Compact, the Santa Ysabel Tribe expressly represents that, as of the date of the Santa Ysabel Tribe's execution of this Compact: (a) the undersigned has the authority to execute this Compact on behalf of the Santa Ysabel Tribe and will provide written proof of such authority and ratification of this Compact by the tribal governing body no later than thirty (30) days after the execution of this Compact, including confirmation of the express waivers of the Tribe's sovereign immunity to the extent required to give full effect to the pertinent provisions of this Compact; and (b) the Santa Ysabel Tribe is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii) recognized by the Secretary of the Interior as possessing powers of self-government. In entering into this Compact, the State expressly relies upon the foregoing representations by the Santa Ysabel Tribe, and the State's entry into the Compact is expressly made contingent upon the truth of those representations as of the date of the Santa Ysabel Tribe's execution of this Compact. Failure to provide written proof of authority to execute this Compact or failure to provide written proof of ratification by the Santa Ysabel Tribe's governing body will give the State the opportunity to declare this Compact null and void.

Sec. 15.5. Maintenance of Ordinances. The Santa Ysabel Tribe agrees to maintain any ordinances required by this Compact in full force and effect during the life of this Compact, unless the parties have amended or renegotiated the terms and conditions of this Compact pursuant to Section 12.0.

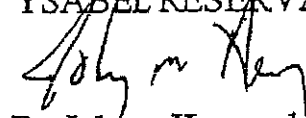
IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation.

STATE OF CALIFORNIA


By Gray Davis
Governor of the State of California

Executed this 9th day of September,
2003, at _____, California

SANTA YSABEL BAND OF
DIEGUENO MISSION
INDIANS OF THE SANTA
YSABEL RESERVATION


By Johnny Hernandez
Chairman of the Santa Ysabel
Band of Diegueno Mission
Indians of the Santa Ysabel
Reservation

Executed this 8th day of September,
2003, at Sacramento California

EXHIBIT C

CALIFORNIA GAMBLING CONTROL COMMISSION

Address: 2399 Gateway Oaks Drive, Suite 220 • Sacramento, CA 95833-4231
Phone: (916) 263-0700 • FAX: (916) 263-0452



Memorandum

Agenda Item # 10

DATE: July 26, 2012

TO: Chairperson Shimazu
Commissioner Conklin
Commissioner Hammond
Commissioner Schuetz

FROM:  TINA M. LITTLETON
Executive Director

SUBJECT: Revenue Sharing Trust Fund Report of Distribution of Funds to Eligible Recipient Indian Tribes for the Quarter Ended June 30, 2012

All eligible Tribes will receive a total of \$275,000.00, which consists of \$157,262.23 from license fees and interest income and \$117,737.77 from shortfall funds that have been transferred into the Revenue Sharing Trust Fund (RSTF) from the Special Distribution Fund (SDF) as shown in Exhibit 1.

License fees of \$11,317,185.47 and interest income of \$12,752.48, for a total of \$11,329,937.95, was received into the RSTF for the quarterly period ended June 30, 2012. A portion of the interest income is allocated to previously approved distributions held in the RSTF on behalf of one (1) Tribe in the amount of \$7,057.38. The quarterly amount of the shortfall in payments to all eligible recipient Indian Tribes for the quarter totals \$8,477,119.44.

Staff continues to recommend that the distributions to the California Valley Miwok Tribe for the quarter ended June 30, 2012 be withheld until the U.S. Department of the Interior has made and implemented a final determination regarding the identity of the tribal leadership. In the Miwok matter, Assistant Secretary Echo Hawk has issued a final decision but stayed it pending resolution of a lawsuit under the federal Administrative Procedures Act.

The Santa Ysabel Resort & Casino of the Iipay Nation of Santa Ysabel purportedly filed for Chapter 11 Bankruptcy protection on July 2, 2012, in United States Bankruptcy Court for the Southern District of California. Staff recommends that the Commission approve the allocation to the Iipay Nation of Santa Ysabel, but withhold distribution of RSTF monies until the Commission has clarity regarding our obligations arising from the bankruptcy and state court litigation. Two versions of the Fund Condition Statement are attached for the Commission's consideration. Attachment Exhibit 3 would be the fund

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Commissioners
 July 26, 2012
 Page 2

condition if the Commission approves the release of monies to the Tribe. Exhibit 3A would be the fund condition if the Commission decides to withhold the distribution.

A listing of the amount of revenue received from each Compact Tribe is attached as Exhibit 2. The receipts are equally distributed to seventy-two (72)¹ of the eighty-eight (88) Tribes listed in Exhibit 1 as eligible recipient Tribes (pending receipt of outstanding eligibility certification forms, if any).

At the end of the calendar quarter, the amount of outstanding license fee payments due into the RSTF from three (3) Tribes was \$454,687.50. If the total license fee payments due at the end of this quarter had been paid into the RSTF, each recipient Tribe would have received \$6,315.10 in additional RSTF money with this quarter's distribution in lieu of an equal amount of SDF transferred shortfall funds. Total outstanding and due license fee payments for the quarter ended June 30, 2012, are summarized in the following Table 1:

Table 1		
Indian Gaming Revenue Sharing Trust Fund License Fee Payment Aging Schedule as of June 30, 2012		
Period(s) in Arrears²	Number of Tribes	Amount of License Fees Due
One (1) Quarter (Section 4.3.2.3)	3	\$454,687.50
Exceeds 30 days after the calendar quarter (Section 4.3.2.2)	0	.00
Totals	3	\$454,687.50

A fund condition statement for the RSTF through June 30, 2012, for the fiscal year 2011-12 is attached as Exhibit 3.

¹ Distribution to the California Valley Miwok Tribe is withheld pending resolution of Tribal leadership dispute.

² Periods in Arrears are categorized according to the applicable Compact provisions of either 4.3.2.2 or 4.3.2.3.

Attachments:

- Exhibit 1 – RSTF Distribution List
- Exhibit 2 – RSTF Received From Compacted Tribes
- Exhibit 3 – RSTF Fund Condition Statement (version to release RSTF payment to the Iipay Nation of Santa Ysabel)
- Exhibit 3A – RSTF Fund Condition Statement (version to withhold RSTF payment to the Iipay Nation of Santa Ysabel)

Exhibit 1					
Revenue Sharing Trust Fund Distribution					
Total Amount of Distribution for the Quarter Ended June 30, 2012					
	Recipient Indian Tribe	Quarterly Distribution from Revenue Received	Quarterly Shortfall	Total Potential Quarterly Distribution	Distributions Inception to June 30, 2012
1	Alturas Indian Rancheria ¹	157,262.23	117,737.77	\$275,000.00	\$11,688,385.42
2	Augustine Band of Cahuilla Indians ²	.00	.00	.00	1,238,385.42
3	Bear River Band of the Rohnerville Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
4	Big Lagoon Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
5	Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
6	Big Sandy Rancheria of Mono Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
7	Big Valley Band of Pomo Indians of the Big Valley Rancheria	157,262.23	117,737.77	275,000.00	4,400,000.00
8	Blue Lake Rancheria ²	.00	.00	.00	1,788,385.42
9	Bridgeport Paiute Indian Colony of California	157,262.23	117,737.77	275,000.00	11,688,385.42
10	Buena Vista Rancheria of Me-Wuk Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
11	Cahto Indian Tribe of the Laytonville Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
12	Cahuilla Band of Mission Indians of the Cahuilla Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
13	California Valley Miwok Tribe ¹	157,262.23	117,737.77	275,000.00	11,688,385.42
14	Campo Band of Diegueno Mission Indians of the Campo Indian Reservation ²	.00	.00	.00	538,034.21
15	Cedarville Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
16	Chemehuevi Indian Tribe of the Chemehuevi Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
17	Cher-Ae Heights Indian Community of the Trinidad Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
18	Chicken Ranch Rancheria of Me-Wuk Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
19	Cloverdale Rancheria of Pomo Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42

Exhibit 1					
Revenue Sharing Trust Fund Distribution					
Total Amount of Distribution for the Quarter Ended June 30, 2012					
	Recipient Indian Tribe	Quarterly Distribution from Revenue Received	Quarterly Shortfall	Total Potential Quarterly Distribution	Distributions Inception to June 30, 2012
20	Cold Springs Rancheria of Mono Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
21	Colorado River Indian Tribes of the Colorado River Indian Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
22	Cortina Indian Rancheria of Wintun Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
23	Coyote Valley Band of Pomo Indians of California	157,262.23	117,737.77	275,000.00	7,700,000.00
24	Death Valley Timbi-Sha Shoshone Band of California	157,262.23	117,737.77	275,000.00	11,688,385.42
25	Dry Creek Rancheria of Pomo Indians of California ²	.00	.00	.00	1,513,385.42
26	Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria ¹	157,262.23	117,737.77	275,000.00	11,688,385.42
27	Elk Valley Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
28	Enterprise Rancheria of Maidu Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
29	Ewilaapaayp Band of Kumeyaay Indians	157,262.23	117,737.77	275,000.00	11,688,385.42
30	Federated Indians of Graton Rancheria	157,262.23	117,737.77	275,000.00	11,267,594.03
31	Fort Bidwell Indian Community of the Fort Bidwell Reservation of California	157,262.23	117,737.77	275,000.00	11,688,385.42
32	Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
33	Fort Mojave Indian Tribe of Arizona, California & Nevada	157,262.23	117,737.77	275,000.00	11,688,385.42
34	Greenville Rancheria of Maidu Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
35	Grindstone Indian Rancheria of Wintun-Wallaki Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
36	Guidiville Rancheria of California	157,262.23	117,737.77	275,000.00	11,688,385.42
37	Habematolel Pomo of Upper Lake	157,262.23	117,737.77	275,000.00	11,688,385.42

Exhibit 1					
Revenue Sharing Trust Fund Distribution					
Total Amount of Distribution for the Quarter Ended June 30, 2012					
	Recipient Indian Tribe	Quarterly Distribution from Revenue Received	Quarterly Shortfall	Total Potential Quarterly Distribution	Distributions Inception to June 30, 2012
38	Hoopa Valley Tribe	157,262.23	117,737.77	275,000.00	11,688,385.42
39	Hopland Band of Pomo Indians of the Hopland Rancheria ²	.00	.00	.00	441,306.53
40	Iipay Nation of Santa Ysabel	157,262.23	117,737.77	275,000.00	11,688,385.42
41	Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
42	Ione Band of Miwok Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
43	Jamul Indian Village of California	157,262.23	117,737.77	275,000.00	11,688,385.42
44	Karuk Tribe of California	157,262.23	117,737.77	275,000.00	11,688,385.42
45	Kashia Band of Pomo Indians of the Stewarts Point Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
46	La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
47	La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
48	Los Coyotes Band of Cahuilla and Cupeno Indians	157,262.23	117,737.77	275,000.00	11,688,385.42
49	Lower Lake Rancheria	157,262.23	117,737.77	275,000.00	11,267,594.03
50	Lytton Rancheria of California	157,262.23	117,737.77	275,000.00	11,688,385.42
51	Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
52	Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
53	Mechoopda Indian Tribe of Chico Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
54	Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
55	Middletown Rancheria of Pomo Indians of California ²	.00	.00	.00	482,578.08

Exhibit 1					
Revenue Sharing Trust Fund Distribution					
Total Amount of Distribution for the Quarter Ended June 30, 2012					
	Recipient Indian Tribe	Quarterly Distribution from Revenue Received	Quarterly Shortfall	Total Potential Quarterly Distribution	Distributions Inception to June 30, 2012
56	Northfork Rancheria of Mono Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
57	Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony	157,262.23	117,737.77	275,000.00	11,688,385.42
58	Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
59	Pala Band of Luiseno Mission Indians of the Pala Reservation ²	.00	.00	.00	482,578.08
60	Paskenta Band of Nomlaki Indians of California ²	.00	.00	.00	688,385.42
61	Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation ²	.00	.00	.00	482,578.08
62	Picayune Rancheria of Chukchansi Indians of California ²	.00	.00	.00	1,513,385.42
63	Pinoleville Pomo Nation	157,262.23	117,737.77	275,000.00	11,688,385.42
64	Pit River Tribe (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)	157,262.23	117,737.77	275,000.00	11,688,385.42
65	Potter Valley Tribe	157,262.23	117,737.77	275,000.00	11,688,385.42
66	Quartz Valley Indian Community of the Quartz Valley Reservation of California	157,262.23	117,737.77	275,000.00	11,688,385.42
67	Quechan Tribe of the Fort Yuma Indian Reservation ²	.00	.00	.00	7,838,385.42
68	Ramona Band of Cahuilla	157,262.23	117,737.77	275,000.00	11,688,385.42
69	Redwood Valley Rancheria of Pomo Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
70	Resighini Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
71	Rincon Band of Luiseno Mission Indians of the Rincon Reservation ²	.00	.00	.00	441,306.53

Exhibit 1					
Revenue Sharing Trust Fund Distribution					
Total Amount of Distribution for the Quarter Ended June 30, 2012					
	Recipient Indian Tribe	Quarterly Distribution from Revenue Received	Quarterly Shortfall	Total Potential Quarterly Distribution	Distributions Inception to June 30, 2012
72	Round Valley Indian Tribes of the Round Valley Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
73	San Pasqual Band of Diegueno Mission Indians of California ²	.00	.00	.00	482,578.08
74	Santa Rosa Band of Cahuilla Indians	157,262.23	117,737.77	275,000.00	11,688,385.42
75	Scotts Valley Band of Pomo Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
76	Sherwood Valley Rancheria of Pomo Indians of California	157,262.23	117,737.77	275,000.00	11,688,385.42
77	Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract) ²	.00	.00	.00	7,563,385.42
78	Smith River Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
79	Susanville Indian Rancheria	157,262.23	117,737.77	275,000.00	11,688,385.42
80	Tejon Indian Tribe	157,262.23	117,737.77	275,000.00	534,890.00
81	Torres Martinez Desert Cahuilla Indians	157,262.23	117,737.77	275,000.00	11,688,385.42
82	Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California ²	.00	.00	.00	482,578.08
83	United Auburn Indian Community of the Auburn Rancheria of California ²	.00	.00	.00	1,513,385.42
84	Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
85	Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)	157,262.23	117,737.77	275,000.00	11,688,385.42
86	Wilton Rancheria	157,262.23	117,737.77	275,000.00	3,369,505.49
87	Wiyot Tribe	157,262.23	117,737.77	275,000.00	11,688,385.42
88	Yurok Tribe of the Yurok Reservation	157,262.23	117,737.77	275,000.00	11,688,385.42
	Total	\$11,322,880.56	\$8,477,119.44	\$19,800,000.00	\$837,463,642.30

Footnotes:

¹ Distribution to California Valley Miwok Tribe is withheld pending resolution of Tribal leadership dispute.

² No longer an eligible recipient Tribe, however previously received RSTF distributions.

Exhibit 2			
Revenue Sharing Trust Fund			
Amount of Revenue from Each Compact Tribe Received by the Commission through the Quarter Ending June 30, 2012			
	Compact Tribe	Revenue Received Fiscal Year to Date	Revenue Received Inception to Date
1	Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation	\$2,000,000.00	\$13,327,953.20
2	Alturas Indian Rancheria	0.00	375,000.00
3	Augustine Band of Cahuilla Indians	24,241.27	586,741.27
4	Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation	736,350.00	8,929,000.27
5	Bear River Band of the Rohnerville Rancheria	0.00	0.00
6	Berry Creek Rancheria of Maidu Indians of California	97,200.00	1,131,070.68
7	Big Sandy Rancheria of Mono Indians of California	0.00	0.00 ¹
8	Big Valley Band of Pomo Indians of the Big Valley Rancheria	45,000.00	545,671.23
9	Blue Lake Rancheria	0.00	566,250.00
10	Buena Vista Rancheria of Me-Wuk Indians of California	0.00	0.00 ¹
11	Cabazon Band of Mission Indians	1,374,150.00	12,729,169.41
12	Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria	48,308.22	985,808.22
13	Cahto Indian Tribe of the Laytonville Rancheria	0.00	0.00
14	Cahuilla Band of Mission Indians of the Cahuilla Reservation	0.00	125,000.00
15	Campo Band of Diegueno Mission Indians of the Campo Indian Reservation	22,500.00	545,671.23
16	Chemehuevi Indian Tribe of the Chemehuevi Reservation	0.00	0.00 ¹
17	Cher-Ae Heights Indian Community of the Trinidad Rancheria	0.00	0.00
18	Chicken Ranch Rancheria of Me-Wuk Indians of California	0.00	0.00
19	Dry Creek Rancheria of Pomo Indians of California	1,335,000.00	16,188,246.58

Exhibit 2			
Revenue Sharing Trust Fund			
Amount of Revenue from Each Compact Tribe Received by the Commission through the Quarter Ending June 30, 2012			
	Compact Tribe	Revenue Received Fiscal Year to Date	Revenue Received Inception to Date
20	Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria	0.00	0.00
21	Elk Valley Rancheria	0.00	62,500.00
22	Ewiiapaayp Band of Kumeyaay Indians	0.00	2,437,433.22
23	Hoopa Valley Tribe	0.00	0.00
24	Hopland Band of Pomo Indians of the Hopland Rancheria	0.00	3,368,042.68
25	Jackson Rancheria of Me-Wuk Indians of California	1,023,000.00	10,132,816.36
26	Jamul Indian Village of California	0.00	0.00
27	La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation	0.00	0.00
28	Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria	0.00	0.00
29	Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation	0.00	0.00
30	Middletown Rancheria of Pomo Indians of California	0.00	437,500.00
31	Mooretown Rancheria of Maidu Indians of California	182,985.96	2,106,132.22
32	Morongo Band of Mission Indians	2,000,000.00	8,462,104.14
33	Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony	0.00	0.00
34	Pala Band of Luiseno Mission Indians of the Pala Reservation	2,000,000.00	28,375,896.37
35	Paskenta Band of Nomlaki Indians of California	33,023.48	620,523.48
36	Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation	315,000.00	6,062,411.71
37	Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation	2,000,000.00	10,506,120.11
38	Picayune Rancheria of Chukchansi Indians of California	2,748,750.00	26,793,369.86
39	Pit River Tribe (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)	0.00	0.00
40	Quechan Tribe of the Fort Yuma Indian Reservation	0.00	0.00

Exhibit 2			
Revenue Sharing Trust Fund			
Amount of Revenue from Each Compact Tribe Received by the Commission through the Quarter Ending June 30, 2012			
	Compact Tribe	Revenue Received Fiscal Year to Date	Revenue Received Inception to Date
41	Redding Rancheria	95,625.00	1,777,022.64
42	Resighini Rancheria	0.00	0.00
43	Rincon Band of Luiseno Mission Indians of the Rincon Reservation	3,075,000.00	21,724,479.46
44	Robinson Rancheria of Pomo Indians of California	0.00	337,500.00
45	San Manuel Band of Mission Indians	2,000,000.00	15,298,240.41
46	San Pasqual Band of Diegueno Mission Indians of California	3,075,000.00	19,820,866.84
47	Santa Rosa Indian Community of the Santa Rosa Rancheria	2,544,300.00	30,852,251.51
48	Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation	1,315,500.00	15,951,789.04
49	Sherwood Valley Rancheria of Pomo Indians of California	0.00	0.00
50	Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract)	4,600,000.00	16,181,194.25
51	Smith River Rancheria	0.00	0.00
52	Soboba Band of Luiseno Indians	865,050.00	9,914,080.59
53	Susanville Indian Rancheria	0.00	0.00
54	Sycuan Band of the Kumeyaay Nation	2,339,850.00	28,373,085.21
55	Table Mountain Rancheria of California	1,169,250.00	14,178,357.53
56	Tule River Indian Tribe of the Tule River Reservation	714,900.00	9,773,424.04
57	Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California	555,000.00	3,188,378.02
58	Twenty-Nine Palms Band of Mission Indians of California	1,378,500.00	16,715,728.77
59	United Auburn Indian Community of the Auburn Rancheria of California	2,000,000.00	20,950,312.20
60	Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation	2,000,000.00	17,694,230.34
61	Yocha Dehe Wintun Nation	2,000,000.00	19,137,524.18
	Totals	\$45,713,483.93	\$417,268,897.27
	Interest	112,991.81	9,024,264.90
	Grand Totals	\$45,826,475.74	\$426,293,162.17

EXHIBIT 3
CALIFORNIA GAMBLING CONTROL COMMISSION
0366 - INDIAN GAMING REVENUE SHARING TRUST FUND
FUND CONDITION STATEMENT
For the Fiscal Year Ended June 30, 2012
Cash Basis

BEGINNING BALANCE	\$ 41,496,982.83
REVENUES AND TRANSFERS	
Revenues:	
150300 Income from surplus money investments	112,991.81
216900 License fees held in trust	45,713,483.93
Transfer from the SDF to the RSTF for shortfall per Item 0855-111-0367, Budget Act of 2011	<u>27,100,000.00</u>
Totals, Revenues	<u>72,926,475.74</u>
Totals, Resources	114,423,458.57
EXPENDITURES	
Disbursements to Eligible Indian Recipient Tribes	76,159,890.00
Disbursements of Previously Held Distributions and Interest to Death Valley Timbi-Sha Shoshone Band of California	1,655,668.75
Disbursements of Previously Held Distribution and Interest to Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria	826,773.86
Disbursements of Previously Held Distributions and Interest to Alturas Indian Rancheria	<u>1,932,924.44</u>
Totals, Expenditures	<u>80,575,257.05</u>
FUND BALANCE, prior to distribution	33,848,201.52
Pending distribution	19,525,000.00
Disbursements held on behalf of the California Valley Miwok Tribe pending identification of Tribal government	8,213,001.99
Interest due to Tribes ¹	406,419.74
Assembly Bill No. 673 (Chapter 210, Statutes of 2003) and Government Code Section 12012.90 reserve pending resolution	275,000.00
FUND BALANCE, after distribution²	\$ <u>5,428,779.79</u>

Footnotes:

¹ Accrued interest on previously held distributions in the amount of \$406,419.74 as of Quarter Ending June 30, 2012 for California Valley Miwok Tribe, pending distribution.

² The fund balance represents the cash basis balance as identified by the Commission since inception of the Fund. This balance may not agree with the State Controller's fund balance, which is reported on an accrual basis. Additional reconciling items may exist that have not been identified.

EXHIBIT 3A
 CALIFORNIA GAMBLING CONTROL COMMISSION
 0366 - INDIAN GAMING REVENUE SHARING TRUST FUND
 FUND CONDITION STATEMENT
 For the Fiscal Year Ended June 30, 2012
 Cash Basis

BEGINNING BALANCE	\$ 41,496,982.83
REVENUES AND TRANSFERS	
Revenues:	
150300 Income from surplus money investments	112,991.81
216900 License fees held in trust	45,713,483.93
Transfer from the SDF to the RSTF for shortfall per Item 0855-111-0367, Budget Act of 2011	<u>27,100,000.00</u>
Totals, Revenues	<u>72,926,475.74</u>
Totals, Resources	114,423,458.57
EXPENDITURES	
Disbursements to Eligible Indian Recipient Tribes	76,159,890.00
Disbursements of Previously Held Distributions and Interest to Death Valley Timbi-Sha Shoshone Band of California	1,655,668.75
Disbursements of Previously Held Distribution and Interest to Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria	826,773.86
Disbursements of Previously Held Distributions and Interest to Alturas Indian Rancheria	<u>1,932,924.44</u>
Totals, Expenditures	<u>80,575,257.05</u>
FUND BALANCE, prior to distribution	33,848,201.52
Pending distribution	19,250,000.00
Disbursements held on behalf of the California Valley Miwok Tribe pending identification of Tribal government	8,213,001.99
Disbursements held on behalf of the Iipay Nation of Santa Ysabel	275,000.00
Interest due to Tribes ¹	406,419.74
Assembly Bill No. 673 (Chapter 210, Statutes of 2003) and Government Code Section 12012.90 reserve pending resolution	275,000.00
FUND BALANCE, after distribution ²	\$ <u>5,428,779.79</u>

Footnotes:

¹ Accrued interest on previously held distributions in the amount of \$406,419.74 as of Quarter Ending June 30, 2012 for California Valley Miwok Tribe, pending distribution.

² The fund balance represents the cash basis balance as identified by the Commission since inception of the Fund. This balance may not agree with the State Controller's fund balance, which is reported on an accrual basis. Additional reconciling items may exist that have not been identified.

EXHIBIT D

IPAY NATION of SANTA YSABEL

P.O. Box 130 • Santa Ysabel, CA 92070
Tel: (760) 765-0831 • Fax: (760) 765-0820

Chairman

Vincent Perez

Vice Chairman

Brianne Taylor

Stephanie Shimazu
Chairperson
California Gambling Control Commission
2899 Gateway Oaks Drive, Suite 220
Sacramento, CA 95833-4231

Re: *Ilpay Nation of Santa Ysabel Revenue Sharing Trust Fund Distributions*

Dear Chairperson Shimazu:

With all due respect, I am shocked to learn that you rejected my recent request for a meeting with you directly, and I urge you to reconsider. We must address this most vital issue before the California Gambling Control Commission ("Commission") takes any further action jeopardizing the Ilpay Nation of Santa Ysabel ("Tribe") and its approximately 900 members.

As you are aware, the Commission decided on July 26, 2012 to allocate but withhold the upcoming Revenue Sharing Trust Fund ("RSTF") distribution. The Commission also scheduled a further hearing to address this matter on August 8, 2012. I requested a meeting with you so that we could engage in a direct government-to-government discussion regarding the Commission's recent actions. It is absolutely vital that we meet immediately, so that I may convey to you the full and devastating impact that the Commission's recent, continued, and anticipated actions have on the Tribe. If we do not meet directly, before the August 8 hearing, you will be ill-equipped to either address or issue any decision regarding these most fundamental and significant issues.

There is nothing inappropriate or improper with such a government-to-government meeting at this time. Instead, it is actually your refusal to meet with me that is an inappropriate departure from the Commission's past and accepted practice. As you and I both know, individual commissioners regularly meet with tribal leaders to discuss issues being considered by the Commission before such issues are addressed in public forum. Indeed, under California law tribal leadership may only meet with Commissioners individually outside of public meetings, and not with a quorum. Such meetings are fundamental in the Commission's ability to gather all relevant information before taking any action. Further, it is completely inappropriate for the Commission to publicly discuss a Tribal issue such as this without first having conducted even a single government-to-government consultation directly with the affected Tribe. It defies logic and practical experience to accept the notion that Commissioners may only meet with Tribal leaders in public meetings, especially in this context where the issues being discussed are not a legal action and there is presently no litigation pending between the Commission and the Tribe.

JIPAY NATION of SANTA YSABEL

STANDARD BUSINESS REPLY MAIL



P.O. Box 1300 Santa Ysabel, CA 92070
Tel: (760) 765-0845 • Fax: (760) 765-0320

Chairman
Virgil Perez

Vice Chairman
Brandie Taylor

For these reasons, I urge you to join me in meeting with Commission Executive Director Tina Littleton and Staff Counsel Jason Pope on Wednesday, August 1, 2012 at 10:00 am in the Commission's Executive Conference Room.

Sincerely,

Virgil Perez

cc: Jacob Applesmith, Office of the Governor of California (via e-mail and facsimile)
Rosette, LLP