

**DEPARTMENT OF TRANSPORTATION**

LEGAL DIVISION – MS 57

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P. O. BOX 1438, SACRAMENTO, CA 94273-0001

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*Flex your power!  
Be energy efficient!*

September 27, 2006

Sent Via e-mail and USPS

Michael V. Brady  
The Diepenbrock Law Firm  
400 Capitol Mall, Suite 1800  
Sacramento, CA 95814

In re: *El Dorado County v. California Department of Transportation, et al.*, and *Voices for Rural Living and Shingle Springs Neighbors for Quality Living, v. California Department of Transportation, et al.*, Sacramento County Superior Court, Consolidated Case No. 03SC0003

Dear Mr. Brady:

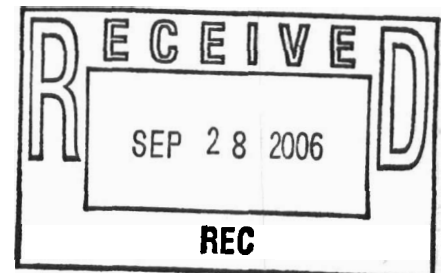
Should El Dorado County and the Shingle Springs Band of Miwok Indians settle the above-referenced lawsuit; the Department will not seek recovery of attorneys' fees and costs associated with this lawsuit from the County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Maxine F. Ferguson".

MAXINE F. FERGUSON  
Assistant Chief Counsel

cc: Nick Yost  
Sonnenschein, Nath & Rosenthal



**DEPARTMENT OF TRANSPORTATION**

DISTRICT 3  
703 B STREET  
P. O. BOX 911  
MARYSVILLE, CA 95901-0911  
PHONE (530) 741-4233  
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*Flex your power!  
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September 20, 2006

Mr. Jack Sweeney  
Chair, Board of Supervisors  
El Dorado County  
330 Fair Lane  
Placerville, CA 95667

Dear Mr. Sweeney:

In response to your request and to encourage and support the finalization of the Memorandum of Agreement between El Dorado County and the Shingle Springs Band of Miwok Indians, Caltrans agrees to:

1. Be the lead and implementing agency for the HOV lane project on Highway 50 between Bass Lake Road and Ponderosa Road.
2. Deliver the project plans, ready for construction within 24 months after financing for the project support costs is made available.
3. Construct the project when financing for the project's construction and construction support costs is made available.

Unfortunately, Caltrans was not able to identify a reasonable financing mechanism that could be supported by casino revenues as the guarantee for a loan or for bonding. If the County is able to identify an alternative revenue stream as the guarantee, we will work diligently in partnership with you to secure that financing.

We are encouraged by the potential for an agreement between the County and the tribe and look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Jody Jones".

JODY JONES  
District Director



# SHINGLE SPRINGS RANCHERIA

P.O. Box 1340; Shingle Springs, CA 95682

(530) 676-8010; Fax (530) 676-8033

## RESOLUTION 2006 – 25

**SUBJECT: RESOLUTION OF THE SHINGLE SPRINGS BAND OF MIWOK INDIANS REGARDING LIMITED WAIVER OF SOVEREIGN IMMUNITY RELATING TO, AND APPROVAL OF, INTERGOVERNMENTAL AGREEMENT WITH EL DORADO COUNTY**

**WHEREAS**, the Shingle Springs Band of Miwok Indians (“the Tribe”) is a federally recognized Indian tribe organized under its governing Articles of Association as amended; and

**WHEREAS**, the Articles of Association designate the Tribal Council of the Tribe as the governing body of the Tribe and the Tribal Council is authorized to act on behalf of the Tribe; and

**WHEREAS**, the Tribe, as a federally-recognized Indian tribe, may engage in particular types of gaming on its Rancheria under the Indian Gaming Regulatory Act (“IGRA”) as a means to promote tribal economic development and self-sufficiency and to generally protect the health and welfare of its members (25 U.S.C. § 2701 *et seq.*); and

**WHEREAS**, the Tribe intends to operate a gaming facility pursuant to IGRA (“Gaming Project”), having entered a compact in 1999 with the State of California, and having received the needed approval from the National Indian Gaming Commission (“NIGC”); and

**WHEREAS**, financing and construction of the Gaming Project has been delayed because of litigation commenced by El Dorado County in connection with the dedicated interchange from US 50 providing direct access to the Shingle Springs Rancheria; and

**WHEREAS**, El Dorado County and the Tribal Council have engaged in discussions to resolve the litigation and to agree on mitigation of impacts regarding the construction and operation of the Tribe’s Gaming Project;

**WHEREAS**, the Tribal Council and El Dorado County have successfully resolved the significant issues surrounding the construction and operation of the Tribe’s Gaming Project; and

**WHEREAS**, the Tribal Council and El Dorado County wish to enter into an Intergovernmental Agreement, attached hereto and incorporated herein by reference, to memorialize the resolution of significant issues between the parties; and

**WHEREAS**, the Intergovernmental Agreement between the Tribe and El Dorado County contains a limited waiver of sovereign immunity regarding the enforcement of the Intergovernmental Agreement’s terms requiring a resolution by the Tribal Council.

**NOW THEREFORE, BE IT RESOLVED**, that the Shingle Springs Rancheria Tribal Council hereby approves the attached document entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND SHINGLE SPRINGS BAND OF MIWOK INDIANS" dated September 28, 2006, and authorizes the Chairperson to execute the certification to approve the attached document; and

**LET IT BE FURTHER RESOLVED** that Shingle Springs Rancheria hereby grants a limited waiver of its sovereign immunity as stated in the attached agreement and set forth as follows:

M. Limited Waiver of Sovereign Immunity. The Tribe hereby agrees to waive its sovereign immunity (and any requirement of exhaustion of tribal remedies) in connection with any dispute vis-à-vis the County that may arise under this Agreement, and consents to the jurisdiction of certain courts solely for purposes of enforcing the terms of this Agreement. To that end, the Tribe consents only to the jurisdiction of the U.S. District Court in the Eastern District of California (and all relevant courts of appeal), or alternatively, to the jurisdiction of the Superior Court of California (and all relevant courts of appeal), for judicial resolution of disputes with the County over this Agreement. The County and the Tribe agree that jurisdiction and venue for any such dispute shall be in any superior court other than El Dorado County Superior Court unless it is determined by another superior court, *sua sponte* and without motion or suggestion by the County, that the action must be heard in El Dorado County Superior Court. The County agrees to jurisdiction and venue in Sacramento County Superior Court and will not assert that jurisdiction and venue lie in El Dorado County Superior Court unless there is no other superior court which will accept jurisdiction and venue for the matter. The waiver is also limited to amounts due under the terms of this Agreement, and in no instance shall the waiver be read to extend to allow judicial enforcement of any kind against any assets of the Tribe, other than the Revenue Stream of its Gaming Project. (Revenue Stream is defined as any net profits due and owing to the Tribe that are derived from the operation of the Gaming Project after all costs of operation, repayment of debt service, payments to the State under any Compact, and payments to the Tribe for any necessary governmental functions associated with the operation of the Gaming Project have been made). The Tribe also does not agree to waive any aspect of its sovereign immunity with respect to actions by parties other than the County.

**LET IT BE FINALLY RESOLVED** that in the absence of the Chairperson, the Vice-Chairperson is authorized to execute the certification of the approval of this Resolution and agreement attached hereto.

[CERTIFICATION PAGE TO FOLLOW]

# CERTIFICATION

As a duly-elected official of the Shingle Springs Rancheria, I do hereby certify that, at a Tribal Council meeting duly called, noticed, and convened on the 28 day of September, 2006, at which time a quorum of 7 was present, this resolution was adopted by a vote of 7 FOR and 0 AGAINST, 0 ABSTAINED, and said resolution has not been rescinded or amended in any form.

Chairperson

A handwritten signature in black ink, appearing to read "Nicholas A.", written over a horizontal line.

Attest:

A handwritten signature in black ink, appearing to read "R. A. ...", written over a horizontal line.

Secretary