

## Finding the balance

Forests, water, air, soil, wildlife, people, economics - it's really tough trying to find the balance between all these competing interests. I'm not sure exactly what the perfect balance is, but I am sure we're not there yet. and I'm sure that we need to consider the implications for the environment as a whole - air, water, vegetation and soil health before we start focusing in on a single species, black-backed, spotted or yellow-legged. Because if we don't have an overall healthy environment, we all suffer. I also believe that we will never be able to decide on exactly what the perfect balance should be between all these competing interests, so we need to learn how to make reasonable and healthy compromises, give and take from all points of view.

Right now, we are experiencing increased high severity, large acreage fires. Most everyone seems to agree the main cause is decades of fire suppression, resulting in extremely heavy fuel loads in the forest, along with climate change and the current drought conditions.

Some so called environmentalists argue that the forest should be left to regenerate naturally after these catastrophic fires, leaving more complex early seral habitat for the blackbacked woodpecker, and now, they say for the spotted owl to forage. They are concerned that this is the rarest, most endangered habitat. Over the last ten years in the state of California alone, we have averaged 600,000 acres per year of burned forestland, and 90% of that is never salvage logged or reforested. Given that about half of that is of stand replacing severity, there is over 3 million acres of complex early seral forest in our state alone. If we continue burning California forests at our current rate (2% per year), I am concerned that complex early seral forest will be all that we have left in 100 years.

These same so called environmentalists, or single species advocates as I prefer to call them, say that high severity fire is a good thing because it creates this "rare" habitat. They may think it is good because it creates this habitat but I don't think that is the case for many other reasons.

The Rim Fire alone put carbon emissions into the atmosphere equivalent to that of the annual emissions from 2.3 million cars. Doing the math (conservatively) and it calculates out to be the equivalent of annual emissions from 46 million cars over the past ten years. That's not good, so I'm concerned about the short term air quality issues caused by the smoke when these big fires burn.

Because we are not reforesting millions and millions of acres of previously green forest after these fires, there is less sequestering of carbon from the atmosphere, and when those burned trees are left in the forest to decay that means even more carbon emissions going into the atmosphere. So not only are we putting more carbon into the atmosphere short term (by fire smoke) and long term (by increased decay), but we are also losing the ability to filter it out of the atmosphere. I'm concerned about the long term air quality issues as a result of not logging and reforesting after these big fires.

Most people agree that these forest fires damage our watersheds and create severe soil erosion problems. Recent studies show that post fire salvage logging can significantly reduce these erosion problems. But these single species advocates bring lawsuits in order to stop this logging, so the soil erosion and watershed problems continue. Sediment removal from reservoirs and water treatment

facilities is very expensive. I'm concerned about the soil erosion, the resulting poor water quality it creates and the added expense of dealing with this increased sedimentation in our water systems.

We are facing climate change and drought conditions. Many studies show that the brush fields in the complex early seral forests negatively impact water yield. Transpiration is greater in brush than in established forest land so we are losing more of our scarce water to this evaporation process. I'm concerned about this.

I'm also concerned about continuing to lose forest jobs, as there is less and less logging being done. The people from far removed locations don't have to live in our area where the local economy suffers from fewer forest jobs. I'm not sure it's right that their opinions should be weighted the same as local opinion because they don't suffer the consequences of a downturn in our local economy.

This past summer my eight year old granddaughter spent almost two weeks in our forest. She learned to identify many of the wildflowers in our meadow; could tell the difference between cedar, white fir, sugar pine and ponderosa pine; learned to identify bear, mountain lion and coyote tracks in the woods; knew and obeyed all the camp practices for keeping litter and garbage policed, and could explain the camp safety rules to lessen the risk of forest fire. She learned to love, respect and enjoy the forest and all the animals living there. I'm concerned that her grandchildren may not get that wonderful opportunity.

I'm concerned about all kinds of things relating to our forests, but most of all I'm concerned about the fact that the single species advocates are only concerned about a single species, that they don't seem to understand (or care?) about how it all needs to fit together in some kind of balance. And finally, I'm concerned that we aren't standing up to their narrow-minded point of view and saying "No! Enough is enough!"

L. Parlin Open Forum  
Box 3124115

March 24, 2015

The Honorable Joe Harn  
Auditor-Controller, El Dorado County  
County Government Center  
360 Fair Lane  
Placerville, CA 95667

Re: Shingle Springs Band of Miwok MOU annual summary

Dear Mr. Harn:

The residents of El Dorado County are requesting you to perform an audit of the \$2,600,000 that El Dorado County donates annually to the Shingle Springs Band of Miwok Indians for Qualifying Healthcare Contributions per Resolution 2012-74 dated October 20, 2012, a copy of which is attached for your reference.

It is stated in Section 2 of the Amendment of Memorandum of Understanding that "the Tribe shall submit to the County an annual written summary detailing the expenditures made with the funds from the Qualifying Healthcare Contribution." This is especially significant since our county is currently in a financial crisis and must know how every dollar of our budget is spent.

An excerpt from the attached January 6, 2014 letter from Nicholas Fonseca, Chairman, states, "The Tribe applied this Qualifying Healthcare Contribution to debt service on the Clinic building." An excerpt from the attached January 7, 2015, letter from Nicholas Fonseca, Chairman, states, "The Tribe applied this Qualifying Healthcare Contribution to the general operating budget for the Shingle Springs Health and Wellness Center."

The letters do not meet any standards of a detailed summary of expenditures, and do not give the County or El Dorado County taxpayers enough information to assess whether the \$2,600,000 is a worthwhile investment of County funds. At the very least, detailed summary should include the number and category of patients served,

We look forward to your audit of these monies on or before July 1st and your recommendation to the Board of Supervisors regarding the 2015-2016 county budget and funding of the Qualifying Healthcare Contribution.

Sincerely,



Lori Parlin  
El Dorado County resident  
Shingle Springs Community Alliance  
info@ShingleSpringsCommunityAlliance.com

cc: El Dorado County Taxpayers Association  
El Dorado Council  
Citizens for Sensible Development in El Dorado Hills  
Green Valley Alliance  
No San Stino  
Save Our County

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## SHINGLE SPRINGS BAND OF MIWOK INDIANS

Shingle Springs Rancheria, (Verona) Tract, California  
5281 Honpie Road, Placerville CA 95667  
P.O. Box 1340, Shingle Springs CA 95682  
(530) 676-8010 office; (530) 676-8033 fax

### RESOLUTION 2012-74

**SUBJECT: AUTHORIZATION FOR ENTRY INTO AMENDMENT OF MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF EL DORADO.**

**WHEREAS**, the Shingle Springs Band of Miwok Indians ("Tribe") is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and

**WHEREAS**, the Shingle Springs Band of Miwok Indians Tribal Council ("Tribal Council") is the duly-elected governing body of the Shingle Springs Band of Miwok Indians and is authorized to act on behalf of the Tribe; and

**WHEREAS**, the Tribe and El Dorado County ("County") are parties to that certain Memorandum of Understanding and Intergovernmental Agreement between the County of El Dorado and Shingle Springs Band of Miwok Indians dated September 28, 2006 ("MOU"); and

**WHEREAS**, the Tribe and County desire to amend the MOU to reallocate certain amounts currently paid by the Tribe to the County to certain other mutually agreed upon uses; and

**WHEREAS**, the Tribal Council has reviewed the attached Amendment to Memorandum of Understanding and Intergovernmental Agreement Between the County of El Dorado and Shingle Springs Band of Miwok Indians and supports entry into it in order to reallocate the money in a mutually beneficial way; and

**WHEREAS**, the Tribal Council authorizes the limited waiver of sovereign immunity in connection with any dispute with the County that may arise under the attached Amendment, but only to the extent set forth in the Amendment.

**NOW, THEREFORE, BE IT RESOLVED** that the Tribal Council authorizes the Chairman to enter into the attached Amendment to Memorandum of Understanding and Intergovernmental Agreement Between the County of El Dorado and the Tribe, and authorizes the Chairman or his designee to execute any and all documents and agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations thereunder.

**BE IT FURTHER RESOLVED** that the Tribal Council hereby agrees to a limited waiver of its sovereign immunity in connection with any dispute with the County that may arise under the attached Amendment, but only to the extent set forth in the Amendment.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

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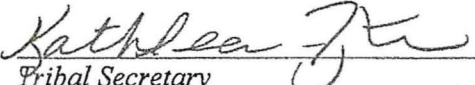
**CERTIFICATION**

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a telephone meeting duly called, noticed, and convened on the 20th day of October, 2012 at which time a quorum of 6 FOR, 0 AGAINST, 1 ABSTAINED, and said resolution has not been rescinded or amended in any form.

  
\_\_\_\_\_  
Tribal Chairperson

10/20/12  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Tribal Secretary

10-20-12  
\_\_\_\_\_  
Date

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AMENDMENT OF MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND SHINGLE SPRINGS BAND OF MIWOK INDIANS

THIS AMENDMENT OF MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND SHINGLE SPRINGS BAND OF MIWOK INDIANS (“**Amendment**”) is dated October 20 2012 for purposes of reference only, and is made between the County of El Dorado (“**County**”) and the Shingle Springs Band of Miwok Indians, a federally recognized Indian tribe (“**Tribe**”).

RECITALS:

A. The County and the Tribe are parties to that certain Memorandum of Understanding and Intergovernmental Agreement between the County of El Dorado and Shingle Springs Band of Miwok Indians dated September 28, 2006 (“**Memorandum of Understanding**”).

B. The County and the Tribe desire to amend the Memorandum of Understanding to reallocate certain amounts currently paid by the Tribe to the County to certain other mutually agreed upon uses.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the Tribe agree as follows:

AGREEMENT:

1. Qualifying Public Improvement Projects. In lieu of making the HOV Payment required under Section A of the Memorandum of Understanding, the Tribe will hereafter make one (1) payment annually of Five Million Two Hundred Thousand Dollars (\$5,200,000) to the County for the duration of the Agreement to be used by the County for public improvements located within the designated boundaries as depicted on the attached map of El Dorado County, including, but without limitation, to road improvements and/or maintenance (“**Qualifying Public Improvements**”). Attached at Exhibit A is a map of El Dorado County defining the location of the Qualifying Public Improvements. The first payment of Five Million Two Hundred Thousand Dollars (\$5,200,000) is due on December 1, 2012, with remaining payments due on the same date for each of the following years through the duration of the Agreement. Such payment shall be increased by two percent (2%) every year, beginning on December 1, 2017.

2. Qualifying Healthcare Contributions. In consideration of the increased expenses to the Tribe’s Health Program for caring for non-Indian citizens of the County, the County shall pay the Tribe an annual contribution of Two Million Six Hundred Thousand Dollars (\$2,600,000) to be applied to the Tribe’s health programs that service both tribal and non-members and may be used for, among other things, behavioral health

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services, outreach services, dental care services, insurance costs and reimbursement of medical expenses (“**Qualifying Healthcare Contributions**”). Such contribution shall be increased by two percent (2%) every year, beginning on December 14, 2017. The County shall make its first Qualifying Healthcare Contribution to the Tribe on or before December 14, 2012, with remaining payments due on the same date each of the following years through the duration of the Agreement. In no event will the County be obligated to make such payment before the Tribe makes its Qualifying Public Improvements payment. Commencing July 1, 2013, and each July 1 thereafter, the Tribe shall submit to the County an annual written summary detailing the expenditures made with the funds from the Qualifying Healthcare Contribution.

3. Miscellaneous. Except as amended by this Amendment, all of the other terms and conditions set forth in the Memorandum of Understanding shall remain in full force and effect. This Amendment may be executed in one or more counterparts.

4. 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 Amendment, and consents to the jurisdiction of certain courts solely for purposes of enforcing the terms of this Amendment. 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 Amendment. 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 that will accept jurisdiction and venue for the matter. The waiver is also limited to amounts due under the terms of this Amendment, 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 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.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written:

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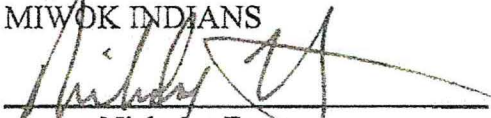


COUNTY OF EL DORADO

\_\_\_\_\_  
John R. Knight  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

SHINGLE SPRINGS BAND OF  
MIWOK INDIANS

  
\_\_\_\_\_  
Nicholas Fonseca


10/20/12  
Date

APPROVED AS TO FORM:

Brady & Vinding

\_\_\_\_\_  
Michael V. Brady  
Counsel for El Dorado County

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
AmyAnn Taylor  
Counsel for Shingle Springs  
Band of Miwok Indians

10/20/12  
Date

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**SHINGLE SPRINGS BAND  
OF MIWOK INDIANS**

Shingle Springs Rancheria  
(Verona Tract), California  
5168 Honpie Road  
Placerville, CA 95667  
Phone: 530-698-1400  
shinglespringsrancheria.com

January 6, 2014

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Re: Qualifying Healthcare Contributions

Dear El Dorado County Board of Supervisors:

This letter is being sent to inform you on how the Shingle Springs Band of Miwok Indians ("Tribe") has allocated the 2013 Qualifying Healthcare Contribution it received from El Dorado County ("County").

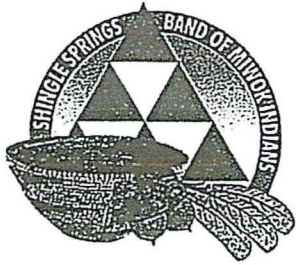
In accordance with the Amended Memorandum of Understanding and Intergovernmental Agreement between the Tribe and County, the Tribe received \$2,600,000 from the County to assist with the Tribe's health programs in 2013. The Tribe applied this Qualifying Healthcare Contribution to debt service on the Clinic building.

The Tribe is thankful for the County's continued support of the Tribal health program. This support makes it possible for the Tribe to serve its members and the people of El Dorado County. I personally thank you for your support, and look forward to our continued relationship.

Sincerely,

Nicholas Fonseca  
Chairman

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SHINGLE SPRINGS BAND  
OF MIWOK INDIANS

Shingle Springs Rancheria  
(Verona Tract), California  
5168 Honpie Road  
Placerville, CA 95667  
Phone: 530-698-1400  
shinglespringsrancheria.com

RECEIVED  
BOARD OF SUPERVISORS  
EL DORADO COUNTY

2014 JAN 12 AM 10:30

COPY SENT TO BOARD MEMBERS  
FOR THEIR INFORMATION

DATE 1-12-15

January 7, 2015

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Re: Qualifying Healthcare Contributions

Dear El Dorado County Board of Supervisors:

This letter is being sent to inform you on how the Shingle Springs Band of Miwok Indians ("Tribe") has allocated the 2014 Qualifying Healthcare Contribution it received from El Dorado County ("County").

In accordance with the Amended Memorandum of Understanding and Intergovernmental Agreement between the Tribe and County, the Tribe received \$2,600,000 from the County to assist with the Tribe's health programs in 2014. The Tribe applied this Qualifying Healthcare Contribution to the general operating budget for the Shingle Springs Health and Wellness Center.

The Tribe is thankful for the County's continued support of the Tribal health program. This support makes it possible for the Tribe to serve its members and the people of El Dorado County. I personally thank you for your support, and look forward to our continued relationship.

Sincerely,

Nicholas Fonseca  
Chairman

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