


OFFICE OF THE CITY ATTORNEY  
CITY OF MADERA

**MEMORANDUM**

DATE: December 19, 2016  
TO: Mayor and Council Members  
FROM: Brent Richardson, City Attorney   
SUBJECT: Item C-3, December 21, 2016 City Council Meeting;

Please be advised that Exhibit 2 to the First Amendment to the MOU between the City and the North Fork Mono Tribe was unavailable at the time the agenda was finalized. Legal Counsel for the tribe just provided the exhibit to me, and it is therefore being provided to you less than 72 hours before the meeting.

Copy: David Tooley, David Merchen

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**EXHIBIT 2**  
**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING**



RESOLUTION PROVIDING THAT: (i) THE TRIBAL COUNCIL HAS THE AUTHORITY TO ACT ON BEHALF OF THE TRIBE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT, (ii) THE TRIBAL COUNCIL DELEGATES AUTHORITY TO THE CHAIRPERSON OF THE TRIBE TO EXECUTE AND DELIVER THE FIRST AMENDMENT ON BEHALF OF THE TRIBE, AND (iii) THE TRIBE WAIVES SOVEREIGN IMMUNITY ON A LIMITED BASIS IN FAVOR OF THE CITY AS SET FORTH IN THE MOU AND EXPRESSLY INCORPORATED INTO THE FIRST AMENDMENT.

RESOLUTION NO.: 16-91

DATE APPROVED: December 19, 2016

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

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

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

**WHEREAS:** The Tribe seeks to engage in tribal government gaming pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701 *et seq.*; and

**WHEREAS:** The Tribe and the City of Madera (the "City") entered into a Memorandum of Understanding (the "County") dated October 18, 2006 ("Memorandum of Understanding" or "MOU"), for the mitigation of off-reservation impacts of the Tribe's proposed gaming facility and hotel ("Project"); and

**WHEREAS:** The Tribal Council, pursuant to Resolution 06-26 approved on October 17, 2006, granted a limited waiver of the Tribe's sovereign immunity in favor of the City (but not as to any other person or entity) pertaining solely to

disputes specifically arising under the MOU, and consented to arbitration and to the limited jurisdiction of the courts; and

**WHEREAS:** The Tribal Council, with the assistance of the Tribe's developer and legal counsel for the Tribe, has negotiated a First Amendment to Memorandum of Understanding between the Tribe and the City ("First Amendment"); and

**WHEREAS:** The First Amendment restructures the timing of certain contributions set forth in the MOU to reduce the amount of contributions during the time when the interest incurred on the Tribe's debt is highest and revenues from the Project are lowest and makes other adjustments to address changed circumstances as a result of the significant delays in developing the Project; and

**WHEREAS:** The First Amendment expressly incorporates the limited waiver of sovereign immunity approved in the MOU and extends the limited waiver to the First Amendment; and

**WHEREAS:** The Tribal Council has determined that it is in the best interests of the Tribe to enter into the First Amendment.

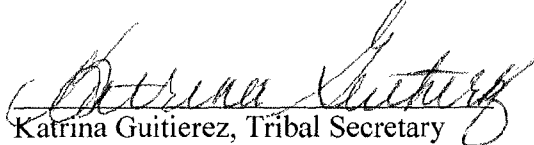
**NOW, THEREFORE, BE IT RESOLVED,** the Tribal Council has the authority to act on behalf of the Tribe in connection with the execution and delivery of the First Amendment; and

**BE IT FURTHER RESOLVED,** the Tribal Council delegates authority to the Chairperson of the Tribe, Maryann McGovran, to execute and deliver the First Amendment on behalf of the Tribe; and

**BE IT FINALLY RESOLVED,** the Tribal Council, on behalf of the Tribe, waives the Tribe's sovereign immunity on a limited basis in favor of the City as set forth in the MOU and expressly incorporated into the First Amendment.

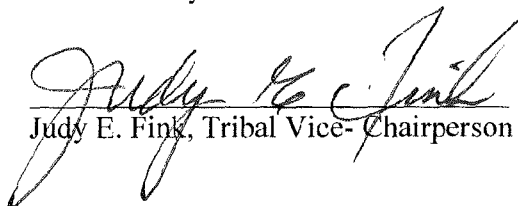
**CERTIFICATION**

As Tribal Secretary of the North Fork Rancheria of Mono Indians, I certify that at a meeting of the Tribal Council of the North Fork Rancheria of Mono Indians, called and convened on the **19th** day of **December, 2016**, at which a legal quorum was present, this resolution was adopted by a vote of **3** For **0** Against, and **0** Abstaining, and said resolution has not been rescinded or amended in any way.

  
Katrina Gutierrez, Tribal Secretary

12-19-16  
Date

Attested to by:

  
Judy E. Fink, Tribal Vice- Chairperson

12/19/16  
Date