### JAMUL DULZURA COMMUNITY PLANNING GROUP FINAL MINUTES

March 22, 2016

Approved: April 12, 2016
Jamul Primary School Multi-Use Room
7:30 p.m.

- 1. Joe Stuyvesant, Chair called the meeting to order at 7:30 p.m.
- 2. **ROLL CALL**;

**Present:** Joe Stuyvesant, Jean Strouf, Mike Casinelli, Steve Wragg, Eileen Poole, Joan Kouns, Richard Marzec, Elizabeth Kelly, Janet Mulder, Earl Katzer, Judy Bohlen, George Novinger. And Preston Brown.

**Absent:** Randy White, **Excused:** Bill Herde,

- 3. APPROVAL OF AGENDA for March 22, 2016 and the Final Minutes of the JDCPG March 8, 2016 and the Final Minutes of the JDCPG Special Meeting March 15, 2016 with comments attached. Approved unanimously.
- 4. **OPEN FORUM** Opportunity for persons to speak on items not on the agenda. **Joe Stuyvesant** Thanked the subcommittee for preparing for last week's meeting and Janet for doing the minutes.

**Richard Marzec** – Has copies of all of the emails received. The ones not attached to March 15 meeting minutes are attached to these minutes.

**Judy Bohlen** - Heard that SDG&E was dumping the dirt at Lawson Valley Road and Skyline Truck Trail on the southeast corner. **Don Parent** will check into this.

**Earl Katzer** – Stated that SR -94 eastbound at Lyons Valley Road is a very dangerous intersection and needs some form of barrier to force people not to cut the corner and to make a proper left hand turn. The yellow line has been extended but needs some of the rubber stops to mark the area. The ones at Avocado and Chase are a good example of a possible fix for this intersection.

**George Novinger-** added his kudos to the meeting last week especially Joe Stuyvesant and Michael Casinelli for doing such an effective job.

**Rob Cameron**, audience member, - also complimented the group for a good job. **Marcia Spurgeon**, resident, - pointed out that SR-94 is a mess - having gone from the good road before to today in which we have patches in the road that are not satisfactory. There is an RER from Caltrans and should be contacted and ask that whatever is done on the road that it be brought back to the way it was two years ago. She also pointed out that they had come to her Real Estate Office and said they are going to use their parking lot, which they told them they were not allowed to use without their permission which was not granted.

**Joe Stuyvesant** said that SDG&E has promised to fix the road back to the way it was before they started. **Michael Casinelli** reported that the bike lane disappears when the steel plates are there and have caused near accidents. **Richard Marzec** was leaving Steele Canyon after an evening event, and the flagman apparently incorrectly identified

the correct lane for the motorists to use. He spoke to a Caltrans Supervisor and was given a phone number which was not in service. Frustrating at best. **Jean Strouf** suggested a traffic control company **Pro Cal Elite Traffic...** 

**Don Parent, SDG&E** – had a few calls about waiting in line for long period of time…however, the contractor assures they are following Caltrans requirement not to hold up traffic more than fifteen minutes – rather four to five minutes. **Joe Stuyvesant** asked if **Don Parent** would find out the answers to these questions including the valid complaint about restoring the road to its former condition. SDG&E will bring them up to where they were. **Don Parent** reminded us this is like a moving part and the steel plates are usually uneven and must be driven over slowly. They are supposed to be flush to the grade.

**Don Parent** estimated that by the end of April they would be through with trenching. They have about 500 feet to go to complete. At Steele Canyon and SR-94 should be cleaned up within a week. There is a plan to work on Lyons Valley Road and SR-94 and finish trenching by the end of April. They ran into rock which is slowing them down. The Bridge walkway is almost completed. **Marcia Spurgeon** asked if the lights they use could be pointed a different way as they blind the incoming traffic. **Michael Casinelli** asked if SDG&E took into consideration the future expansion of the bridge. **Richard Marzec** – had been instructed to call 383-4367 – **Don Parent** will check into this.

REVIEW AND DETERMINE RECOMMENDATIONS ON COUNTY MOU with JIV 5. Michael Casinelli – pointed out that the draft that was given to us on the Planning Group was not the final draft and we received one last night from the County, which we need to read, and then plan our presentation and create a letter from the JDCPG. He would like to coordinate the presentation with Jamul Action Committee and the Jamul Dulzura School District making sure we are not repeating each other's points. The similarities between the old and new draft MOU are that they both have the same "whereas" clauses and are heavily weighted towards the pre construction, and the difference is that the arbitration clause is added to the new one. The City of Plymouth and the tribe created a similar MOU in Almador County and the County in District Court in DC tossed it on March 16. Summary judgment in the Court suggests that if the County signs the MOU with the "whereas clauses" which state that the County recognizes the Indians as a tribe, the property could be considered a reservation even though it had never been legally recognized as a reservation simply because of the whereas clauses agreed to be the County. This could color the lawsuits and therefore, no MOU should be done prior to the finalization of the lawsuits. The proposed MOU provides for arbitration and the new one covers "JIV activities arising out of construction are causing an imminent danger to public health and safety, the JIV agrees to make good faith efforts to mitigate those concerns." Additionally they discuss "Red Flag warnings" as the two areas of possible dispute, which seems very limiting in scope.

Joe Stuyvesant moved that based upon the Group's review of the draft MOU, the overwhelming negative comments from the community, and a unanimous vote of over 125 residents at a special meeting informing the community on the contents of the draft MOU, the Planning Group strongly recommends against signing the MOU in its current form. Motion passed 12, yes; 0 No; 1 Abstention.

Therefore, the JDCPG's first step is the above recommendation from our Planning Group not to sign the MOU as it stands and then to give it to the existing sub-committee to create a

letter to the Board of Supervisors detailing our recommendation against it and the reasons for that recommendation and create the message for the presentation.

Janet Mulder moved we assign the letter writing to the sub-committee to be signed by the Chair, and set the presentation parameters on behalf of the Jamul Dulzura Community Planning Group who will appear at the April 13 Board of Supervisors meeting. Motion passed: 12, Yes; 0, No; 1, Abstention.

Sub-committee will meet on Tuesday, March 29 at 6:30 p.m. Oak Grove Library. Members include Michael Casinelli, Janet Mulder, Jean Strouf, Eileen Poole, Preston Brown, community members, Marcia Spurgeon and Patrick Webb. Richard Marzec will be out of town but a member of the sub-committee.

Anyone interested in contacting the Board of Supervisors, please see <a href="https://www.sandiegocounty.gov/general/bos.html">www.sandiegocounty.gov/general/bos.html</a> for information and contact numbers.

# 6. REVIEW AND COMMENT ON COUNTY INPUT ON CASINO TRAFFIC IMPACTS –

Eric Lardy of San Diego County sent a matrix with the roads listed and Janet Mulder will send this matrix to all members and ask for their recommendations. She will put together our comments and get to Joe Stuyvesant to send to the County. Steve Wragg asked what was the "drop dead" date for comments to get to the County for their report to the BOS and Joe told him that in talking with Eric Lardy, they want it as soon as possible. Jean Strouf moved that Janet send the County list of impacted feeder roads to members of the Planning Group for each person to read and comment on the road impacts and how to fix them – emailing the form back to her asap, but no later than Sunday, March 27, and she will turn the information into the County via Joe. Motion passed: 12, Yes; 1, No (Katzer); 0, Abstentions.

Janet will send the JIV Road Impacts to the whole list of people who receive our minutes asking for their return by Sunday, March 27, latest, so she can tabulate the information and send to the County as requested.

### 7. JAMUL INDIAN VILLAGE UPDATE – covered above.

### 8. JDCPG OFFICER'S ANNOUNCEMENTS AND REPORTS:

- **a. Joe Stuyvesant** reported that he re-checked with the ABC and hopefully someone will be able to attend the April meeting.
- **b. 700 Forms** must be turned in by March 31<sup>st</sup>. **Training** must be emailed to Lisa Fitzpatrick and you will get a notification that she received it.
- **c. Joe Stuyvesant** announced that the County with no problems paid the P.O. Box yearly fee.

### 9. SCHEDULED SUBCOMMITTEE MEETINGS:

- MOU Sub-committee meeting, Tuesday, March 29, 2016 Oak Grove Middle School 6:30 p.m.

Meeting Adjourned 9:01 by Joe Stuyvesant, Chair.

Respectfully submitted,

### NOTICE OF NEXT REGULAR MEETING: 7:30 P.M. TUESDAY, April 12 2016 OAK GROVE MIDDLE SCHOOL LIBRARY

Meeting minutes and agendas can be accessed at http://www.sdcounty.ca.gov/pds/CommunityGroups.html

#### PUBLIC NOTICE

We strive to protect personally identifiable information by collecting only information necessary to deliver our services. All information that may be collected becomes public record that may be subject to inspection and copying by the public, unless an exemption in law exists. In the event of a conflict between this Public Notice and any County ordinance or other law governing the County's disclosure of records, the County ordinance or other applicable law will control.

Access and Correction of Personal Information

You can review any personal information collected about you. You may recommend changes to your personal information you believe is in error by submitting a written request that credibly shows the error. If you believe that your personal information is being used for a purpose other than what was intended when submitted, you may contact us. In all cases, we will take reasonable steps to verify your identity before granting access or making corrections.

# JIV-SD COUNTY MOU EMAIL COMMENTS RECEIVED SINCE LAST MEETING ARE ATTACHED HERE FOR THE RECORD:

March 20th, 2016

Jamul Dulzura Community Planning Group PO Box 613

Jamul, CA 91935

# Comments on the Memorandum of Understanding between the County of San Diego and the Jamul Indian Village

Dear Members of the Planning Group:

The Memorandum of Understanding (MOU) between the County of San Diego and the Jamul Indian Village (JIV) is flawed at several levels, but most notably regarding traffic mitigation. Every environmental planning document prepared for the development of a gaming facility on the JIV has arrived at the same conclusion – the construction and operation of a gaming facility will create significant, un-mitigatable, adverse traffic impacts on the surrounding community. And yet, County staff proposes to defer all traffic mitigation until some uncertain time in the future.

This is unacceptable. As the sovereign governmental entity it claims to be, the County Board of Supervisors must advocate for the welfare of the residents in Jamul who suffer from the significant adverse traffic impacts without sharing any of the gaming profits. County staff has completely abdicated its responsibility for protecting the welfare of Jamul residents in negotiating this MOU with the JIV. In fact, the MOU has all the appearance of having been prepared and spoon-fed to County staff by the JIV.

The giveaways to the JIV in this MOU are huge and the benefits to surrounding Jamul residents are

minimal. Please ask the County Board of Supervisors to send its staff back to the negotiating table to get a fair and uncompromised MOU. County staff must seek sufficient monetary concessions from the JIV, likely to exceed \$250 million, to implement appropriate improvements for the six intersections discussed in the Caltrans Draft EIR and for safe access to SR 94 at neighborhood side streets – Rancho Jamul Drive, Las Palmas, Hillside, Vista Diego, Indian Springs, Vista Sage, Via Las Faldas and Rancho Miguel. Additionally, these improvements must be in place prior to operation of the JIV's gaming facility

If the County Board of Supervisors has any doubt as to the significant adverse traffic and safety impacts Jamul residents are experiencing, it should review my own list of "Whereas" statements:

Whereas, about 10 miles of our recently (2014) and beautifully resurfaced SR-94, <u>paid for by taxpayers</u>, have been completely destroyed by JIV and SDG&E construction activities;

Whereas, I personally have experienced lengthy traffic delays due to gaming facility construction and infrastructure improvements. Such traffic delays have significantly increased my average daily commute times by approximately 10 minutes, more than 40 hours of lost time over the past year;

Whereas, trades people and service providers visiting my home have experienced traffic delays and resulting lost income. These impacts are likely to decrease the pool of trades people and service providers willing to do business in Jamul and/or increase the cost of such services;

Whereas, local small business have lost patronage and income due to traffic delays and access disruption;

Whereas, residents of Jamul felt compelled to call Cal/OSHA to evaluate the <u>competence and safety</u> of traffic flagmen assigned to traffic control on SR-94 at the JIV construction site;

Whereas, I personally have been involved in a number of <u>traffic incidents</u> due to construction-related activities. It was only by my own diligence that these incidents did not turn into accidents;

Whereas, family and friends visiting my home also experience these traffic delays and increased traffic safety risks. This impacts my willingness to host events and it diminishes my enjoyment of home and property;

Whereas, the JIV and its gaming partners routinely practice a policy of "It is better to beg forgiveness than to ask permission;"

Whereas, the JIV cannot be trusted to comply with legal requirements, as evidenced by its failure to comply with public notice requirements for its application for a liquor license from the California Department of Alcoholic Beverage Control;

Whereas, the JIV and its gaming partner, Penn National, have previously reneged on agreements with other governmental agencies – for example, compensation to the California Department of Fish & Wildlife for using lands in the public trust to anchor soil nails for the purpose gaming facility construction:

Now is the time to negotiate a MOU with <u>meaningful traffic mitigation</u> provisions and <u>enforceable</u> methods of holding the JIV accountable for mitigating its significant adverse off-Village impacts on traffic. The last thing the County should do is to relinquish its legal remedies for pursuing the JIV, which has demonstrated a "better to beg forgiveness" strategy and "pay-to-play" tactics. The currently proposed MOU appears to be in keeping with the above-described JIV strategy and tactics.

~:			
V 1	nce	ara	<b>T</b> 7
ŊΙ	ш	ere	LΥ

Veronica Hoban

RE: Memorandum of Understanding Between the County of San Diego and the Jamul Indian Village

As a resident of the County of San Diego, I, Kathleen D. Tyree, request the County of San Diego ("County") decline to agree to this Memorandum of Understanding (MOU) for the following reasons:

1) The County will become party to an on-going lawsuit which questions ownership of the property and relegates federal laws and other regulations to secondary status.

The statement (pg1): "Whereas, the County recognizes that all lands which are held in trust by the United States for the JIV with the geographical boundaries of the County ("Reservation") are subject to Tribal and applicable federal laws and regulatory authority" -- requires the County to acknowledge a) Tribal ownership of the property which is the subject of a lawsuit and currently in question and b) that the Tribe has the power to determine which federal laws and regulatory authorities are applicable.

2) MOUs serve to establish a clear direction forward and are not prepared after-the-fact when potential harm to public health, safety, and the environment have not yet been disclosed and/or the mitigation of such has not been agreed upon by both parties.

The statement (pg 1): "Whereas, Section 10.8.2 of the Compact requires the JIV to meet with the County to discuss mitigation of significant adverse off-Reservation environmental impacts of the Project and to make good faith efforts to mitigate any and all such significant adverse off-Reservation impacts of the Project" -- notes that meetings will occur in the future. There is no way to determine, at this point in time, what significant adverse impacts have occurred nor what mitigation is required in order for the County to make a clear assessment of the project. The County, only AFTER signing-- and without recourse -- will receive documentation from JIV 10 days AFTER this document is signed (examples from pg 2 and following for: Impacts from Hazardous Materials, Impacts to Biological Resources, Impacts to Visual Resources, Impacts from Noise, Air Quality Impacts, Impacts to Water Resources, and Impacts to Public Safety). This is, in effect, "data-held-hostage".

3) The County will become embroiled in an on-going lawsuit regarding funerary remains ("remains") which includes documented violations against the Native American Graves Protection and Repatriation Act (NAGPRA).

The statement (pg 11): "The JIV shall implement the following cultural resource mitigation measures to protect cultural resources discovered during construction of the Project" implies

that the JIV was somehow unaware of the known adverse impacts the project would pose to cultural resources (specifically to human remains) PRIOR to construction. Given the known and documented presence of remains on the project site prior to construction requires an archaeologist to monitor the construction during ALL ground-disturbing activities. The JIV states (pg 11; H.2.) that a qualified archeologist is not always present. The JIV contends that "information relating to the [excavation] activities" will be presented to the County only AFTER the execution of this Agreement. Again, this is "data-held-hostage".

4) This MOU requires the County to agree to four major concessions, without limitation mitigation, which solely benefits the JIV. These four items are legally tenuous, pose precedent-setting implications for future developments, and are detrimental and discriminatory towards the rest of citizens of the County of San Diego.

The statement (pg 16): "In exchange for consideration...the County agrees as follows": 1) to the fact that the County is not aware of any claims of any nature it has against the JIV or developers (this statement in and of itself is wholly false as witnessed by several pending lawsuits), 2) to request the dismissal or an abandonment of its appeal for the Caltrans TMP Lawsuit, 3) to revoke the Stop Work Order AND that the County will not "re-issue the Order or apply or invoke any other sanction based on the Federal Easement...", and the County is to 4) promptly transfer 2.2706 acres to the JIV in an Irrevocable Offer of Dedication (IOD).

This MOU ONLY benefits the JIV and clearly renders the County impotent and dependent on the JIV's direction in matters of policy, regulation, and jurisdiction. I strongly urge the Board of Supervisors to consider the best interest of the citizens of this great County of San Diego and DECLINE TO AGREE to this MOU.

Sincerely,

Kathleen D. Tyree 1842 Honey Springs Road Jamul, CA 91935

Comments on MOU Between JIV and SD County by Dana Yenawine, Jamul

Whenever a document surfaces that is as completely one-sided as this one is, the first question that comes to mind is "Where is the Money??"

From which county supervisor's staff did the chair of this committee come from? Wouldn't it

have made sense for the chair to come from Supervisor Jacob's staff since the project is in her district?

Was any member of Staff an employee of Supervisor Jacob's office? What is their take on the final product? Do they approve?

This MOU was negotiated at a time when the JIV wanted it done as quickly as possible. That is exactly the time when the County has the most leverage to exact concessions on the part of the JIV, yet chose not to go after a single one. Is this what passes for negotiating in SD County? "Where is the Money??"

If this document took County Staff a year to complete, what did they do the other 364 days?

Can anyone on Staff assert that this document is the result of tough negotiations and this is the best that Staff could get for the citizens of Jamul and SD County citizens? Unlikely, since it doesn't appear that citizens got ANYTHING!! "Where is the Money??"

If any member of Staff believes the above, they should be fired immediately. The citizens of SD County shouldn't be paying for this level of ineptitude.

This document appears to provide every benefit possible for the 50 or so members of the JIV and NOT 1 THING for the 8000 residents of Jamul or the 3 million residents of SD County. Does any of this seem fishy? "Where is the Money??"

Was the intent of this document of allow County employees to completely divest themselves of any responsibility to do their jobs, thus freeing them up to play computer games and drive around in county cars instead of checking for compliance with safe food, water, air, noise, light, habitat, community impacts, the list is long? County appears to feel they don't want to be bothered doing the jobs we the citizens believe they are being paid to do and instead decided to let the fox guard the hen house.

### **WHEREAS Comments**

Question is, where did all these WHEREAS Statements come from? Did the JIV spoon-feed them to members of Staff? WHEREAS becomes "Where is the Money??"

Does County Staff not have an attorney available to verify that all of these claims are in face valid? Did Staff just use JIV's Press Releases as statements of fact? "Where is the Money??"

Has anyone at County Staff heard the term 'Fact Check'? Or were they instructed by higher-ups not to verify facts contained in this MOU? "Where is the Money??"

Unless the citizens of Jamul have been consistently lied to for over 20 years regarding this group's legal standing in the issue of casino gambling, some level of verification would seem to be in order. "Where is the Money??"

If no verification of legal status is required, I would like to declare myself a one-man Indian Tribe with intent to build a casino in my backyard. I'll put out some Press Releases of my own

declaring my own personal sovereignty. I would expect the exact same level of cooperation from County Staff while I set the rules for how my casino will be administered. Would also expect County to provide me some easement land for access to and from my casino. DEAL??

### **Actual WHEREAS Statements:**

- 1. Can County Staff provide **PROOF** that JIV is a sovereign governmental entity? Please provide such proof. Also, County failed to act responsibly for the welfare of their peoples, the 3 million or so who don't live at the Jamul Indian Village. For County's information, that is a ratio of 0.00000183 to 1. Pretty underwhelming odd for the JIV to have received so much. "Where is the Money??"
- 2. Can County Staff provide **PROOF** that JIV land is held in trust for the 'Tribe', which doesn't appear to exist. Can County Staff show **PROOF** that this land is in fact a Reservation, not one that exists because JIV says it is. "Where is the Money??"
- 3. If the JIV really cared about safety, development, and community character they would never have built this monstrosity. Of course the path to allowing this project to proceed was paved over by County (along with CALTRANS) not doing their jobs. There has to be an explanation. "Where is the Money??"
- 4. County seems to have left out the part of IGRA that states eligible tribes had to be recognized in 1934. I'm challenging County Staff to provide documentation to that effect since JIV is probably not a legally recognized tribe today, in 2016. I mean real **PROOF**, not some off-the-wall claims by JIV.
- 5. The JIV tribal-state gaming compact entered into in 1999 needs to be amended prior to gambling activities to commence. Again, **PROOF** that this minor detail has been satisfied would be welcome.
- 6. Pretty sure County Staff bought into JIV version of CEQA requirements, devoid of facts. The case was just over-ruled and returned to sort out the CEQA details. Was County Staff unaware of this?? That's convenient if you're the JIV.

### The Fallacy of Good Faith Measures When Dealing with JIV

I would have to laugh if it wasn't so pathetic what is contained in Section H. Part2, regarding cultural resources and human remains. Is County Staff unaware that, after being insulted that anyone would suggest such a thing, past JIV Chairman Raymond Hunter was proven to be lying when he said no funeral services ever occurred at the Village and there were no funerary objects located there. The Tribal Council all agreed, and hundreds of truckloads of dirt were hauled from the site and dumped at a CALTRANS site for a new border crossing. Then current Chairperson Erica Pinto changed her story. Yes, many tribal members had been buried there, including Raymond Hunter's own Mother. There is some kind of 'Good Faith' for you. Did he ever retract his statements or admit his lies. Of course not. That is how the JIV operates, in a world of lies. Yet County Staff buys into their claim of Good-Faith measures. Read On.

Is County Staff aware of the so-called Standoff at the JIV in March 2007. The Indian Villagers brought in armed security (they wore 'Jamul Tribal Police Jackets' for 1 day) and roused sleeping residents at gunpoint and forced them from their traditional family homes. Many Jamul citizens descended on the site and there was a confrontation which led to County Sheriffs being called to restore order. An agreement was made between Supervisor Jacob, the Sheriff commander in charge at the scene, I don't remember his name, and JIV Chairperson Lyin' Leon Acebedo, The houses would remain for 1 week while legal issues were resolved concerning who

had what rights in the matter. 2 days later the houses were demolished by the Villagers who had a change of heart. GOOD FAITH, YOU BETCHA!! This is all available on the web if ANYONE at the County would care to look but they must be too busy playing 'Angry Birds' to do any fact finding.

The County must have short-term memory loss when it comes to issues of Good-Faith agreements with Tribal entities. When the Golden Acorn Casino's sewage treatment plant failed, their Good-Faith solution was to send workers out with baskets to fish out the big pieces and throw them down the hillside. If that were to happen here, the pollution would quickly spread into the drinking water supply for the area. Now I'm sure the JIV assures County Staff that nothing like that would ever occur, just as I'm reasonably sure that the Golden Acorn Indians assured County the same thing. Guess What?? It happened.

Dana Yenawine Jamul, CA

Dear County of San Diego Staff,

I was appalled to read the Memorandum of Understanding drafted between the County of San Diego and the JIV. As stewards of our county and representatives of its residents, the memorandum as it stands is a poorly thought out and factually incorrect document.

Key points to keep in mind when approaching a new MOU:

- 1) The JIV is NOT a recognized tribe
- 2) The JIV does NOT have trust lands that qualify for gambling
- 3) The JIV is NOT a reservation

Please don't give away our rights to stop this illegal casino. I say 'give away' instead of 'bargin' because the current MOU asks for NOTHING is return for the county giving up ALL CLAIMS against the JIV.

Respectfully,

Joleen Schult Jamul Resident

20 MARCH 2016

TO: San Diego County Board of Supervisors Thru: Dulzura/ Jamul Community Planning Group

SUBJECT: Regarding Memorandum of Understanding Between The County of San Diego and

### The Jamul Indian Village

The Memorandum of Understanding (MOU) between the Jamul Indian Village (JIV) and the County of San Diego (County) to be presented to the Board of Supervisors for decision at its 13 April 2016 meeting is a flawed document and is not in the best interests of the citizens of San Diego County. The County Board of Supervisors should NOT agree to this MOU.

- 1. This MOU (as well as, the previous MOU for fire protection) encumbers the County to costs in excess of what the JIV is willing to provide. It degrades public safety of area residents by encumbering the County to provide services it is not required to supply to JIV, without adequate compensation or infrastructure to insure County residents have adequate access to fire, police, emergency medical services and ambulance service when they need them. (The MOU calls for the funding of a sheriff's position, but this position is solely for the use of the JIV Casino, therefore County residents receive no benefit from this position. Further, no mention is made to the County's increased cost for judicial and prosecutorial service which will be required. The residents of the County will be forced by this MOU to subsidize the costs for these services which the County is not required to supply to the JIV. This intents and purposes amounts to the County subsidizing a private gambling operation with public funds.)
- 2. This MOU makes agreements which are in the past. Agreements in the document referring to Pre-construction and Construction phases are meaningless as those phases are already past therefore the County again receives no benefit for these portions of the agreement. JIV is holding impacts and mitigation data regarding biological, environmental, and cultural resources, hostage to the agreement of this MOU. This data again would provide no benefit to the County as most represent a fait accompli with no redress available when they are determined to be inadequate.
- 3. The only party who benefits from this MOU is JIV. The JIV receives fire, law enforcement, judicial, and emergency services while the county receives the bill. Further JIV receives the County's stipulation (see Whereas clauses at the beginning of the document) to facts that are either not true or are under current litigation. The JIV receives indemnity from future litigation by the County, by and for its residents, and present relief of litigation, which is supported by the majority of County residents in the area. It further calls for the County to promptly transfer property (listed in the MOU) to the JIV and requires the County to make further transfers at the request of Caltrans and JIV. All of these stipulation requested by the County benefit JIV and not the County or its residents.
- 4. This MOU is a disaster for the County and its residents. It grants benefits to the JIV Casino operation at the expense of County residents, and provides no benefit to the County. Further this MOU degrades the quality of life so many of us came to San Diego to enjoy. As a resident of the County and the Dulzura/Jamul area, I strongly urge the County Board of Supervisors to represent the residents of this County and to **refuse** to agree to this MOU with the JIV.

Gregory Tyree 1842 Honey Springs Rd. Jamul, CA 91935