

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
AND SOUTHERN CALIFORNIA TRIBAL CHAIRMEN'S ASSOCIATION (SCTCA)
REGARDING REPRESENTATION AT SANDAG**

This Memorandum of Understanding ("MOU") is made and entered into effective as of this 26th day of January 2007, by and between the San Diego Association of Governments ("SANDAG") and the Southern California Tribal Chairmen's Association ("SCTCA").

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, SCTCA is a multi-service Indian Tribal Organization established by Tribal Resolutions to the federal government in 1972 and 1978 and serving a consortium of 19 federally recognized Tribal Governments in Southern California; and

WHEREAS, SANDAG is a legislatively created regional government agency that builds consensus; makes strategic plans; obtains and allocates resources; plans, engineers, and builds public transportation; and provides information on a broad range of topics pertinent to the San Diego region's quality of life; and

WHEREAS, SANDAG is governed by a Board of Directors composed of mayors, councilmembers, and two county supervisors from each of the region's 19 local governments; and

WHEREAS, SANDAG's voting members are supplemented by advisory representatives from Imperial County, the U.S. Department of Defense, Caltrans, San Diego Unified Port District, Metropolitan Transit System, North County Transit District, San Diego County Water Authority, and Mexico; and

WHEREAS, SANDAG has held two Tribal Summits at which SANDAG's Board of Directors and the leadership of the Tribes recognized the benefits to be gained by taking a cooperative approach to planning for an improved quality of life for the San Diego region; and

WHEREAS, some of the leadership of the Tribes in attendance at the Tribal Summits have requested representation on the SANDAG Board and Policy Advisory Committees; and

WHEREAS, the parties believe that the membership of SCTCA represents the federally recognized Tribes in the San Diego region; and

WHEREAS, the Tribes that are members of the SCTCA have undertaken, and intend to continue to undertake, transportation projects and programs on their lands located within the boundaries of SANDAG's jurisdiction; and

WHEREAS, the governing body of the SCTCA and Board of Directors of SANDAG hope to facilitate coordination of regional planning and programming by providing for members of the SCTCA to sit in an advisory role on SANDAG's Board of Directors and Policy Advisory Committees; and

WHEREAS, the parties wish to memorialize their agreement in this MOU to carry out the purposes set forth above.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The Chairman of the SCTCA shall be eligible to serve as an advisory member on the SANDAG Board of Directors. When a new Chairman is selected by the SCTCA, that person shall automatically become the regular advisory member on the SANDAG Board of Directors. The Chairman of the SCTCA may select an alternate who is an official member of the governing body of the SCTCA and represents a federally recognized Tribe within SANDAG's jurisdiction. The alternate selected by the SCTCA Chairman shall remain the alternate until the Chairman advises SANDAG of a new alternate's name.
2. The governing board of the SCTCA shall select one regular member and one alternate to sit as advisory members on each of the following SANDAG Policy Advisory Committees: Borders Committee, Public Safety Committee, Regional Planning Committee, and Transportation Committee. Each regular and alternate member must be an official member of the governing body of the SCTCA and represent a federally recognized Tribe within SANDAG's jurisdiction.
3. Upon full execution of this MOU, SANDAG shall prepare any modifications to its Board Policies and Bylaws that may be needed to implement advisory membership status for SCTCA on the SANDAG Board of Directors and identified Policy Advisory Committees.
4. Upon full execution of this MOU, SCTCA shall prepare any modifications to its governing documents that may be needed to implement advisory membership status for SCTCA on the SANDAG Board of Directors and identified Policy Advisory Committees.
5. Upon full execution of this MOU, the SCTCA Chairman will identify a person to serve as alternate for the SANDAG Board. Additionally, the governing body of the SCTCA shall identify the persons it has selected to serve as regular and alternate members on the Policy Advisory Committees. These persons shall serve until they are no longer official members of the governing body of the SCTCA or until January 1, 2008, whichever occurs first. In January of every year thereafter the SCTCA will provide SANDAG with a list of its regular and alternate members for SANDAG's Policy Advisory Committees.
6. SCTCA shall ensure that any person selected to serve on the SANDAG Board or a Policy Advisory Committee is authorized as a spokesperson for the SCTCA. SANDAG further requests that the Tribal representatives selected by SCTCA communicate information

obtained at SANDAG meetings to the appropriate persons at SCTCA and in their respective Tribes.

7. All representatives from SCTCA serving on SANDAG's Board of Directors, Policy Advisory Committees, or other legislative body, shall be subject to SANDAG's Board Policies and Bylaws.
8. Nothing in this MOU is intended to limit the status and rights of the Tribes as sovereign governments or grant the SCTCA or the Tribes any of the rights, powers, or authority of local governments.
9. Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: Gary Gallegos

For SCTCA
P.O. Box 1470
Valley Center, CA 92082
Attn: Robert H. Smith

10. This MOU shall continue in effect unless and until a party to the MOU gives 60 (sixty) days written notice of its desire to withdraw from the MOU.
11. In the event the SCTCA becomes a recipient of funds disbursed by SANDAG, SCTCA hereby agrees to hold harmless and defend SANDAG against challenges, claims, or litigation related to projects receiving such funding. This provision shall survive termination of this MOU.
12. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
13. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
14. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
15. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
16. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU.
17. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective on the day and year first above written.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

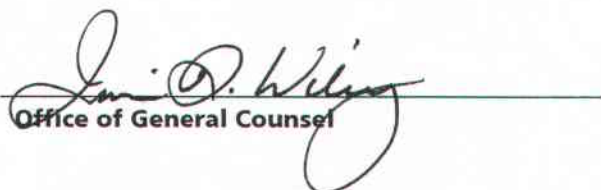
SOUTHERN CALIFORNIA TRIBAL CHAIRMEN'S
ASSOCIATION

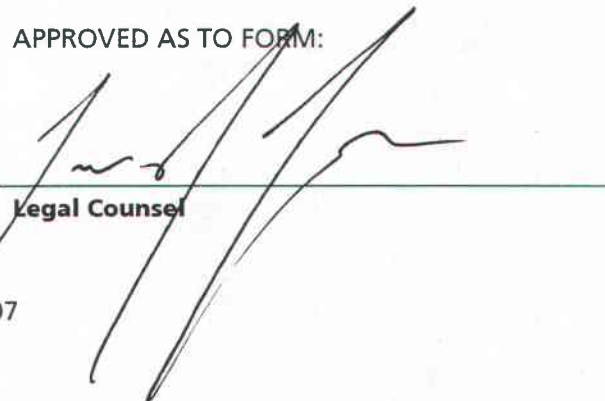

Hon. MARY TERESA SESSOM
Chair, Board of Directors


ROBERT H. SMITH
Chairman

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Office of General Counsel


Legal Counsel

JWI:dgu/M:dgu/MISC SANDAG DOCS/January 23, 2007