

APPENDIX K

**PALOMAR OBSERVATORY MEMORANDUM OF
AGREEMENT**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PAUMA INDIAN RESERVATION
AND
THE PALOMAR OBSERVATORY**

THIS MEMORANDUM OF UNDERSTANDING, (MOU), is made and entered into as of this _____ day of December, 2007, by and between the PAUMA INDIAN RESERVATION hereinafter referred to as “TRIBE,” and the PALOMAR OBSERVATORY, hereinafter referred to as “OBSERVATORY.”

WHEREAS, Casino Pauma opened in 2001 as an approximately 85,000 square foot gaming and entertainment facility on the Pauma Indian Reservation in northern San Diego County; and

WHEREAS, Casino Pauma will expand (“Casino Expansion”) to contain a new casino, retail and food and beverage facility, an approximately 400 room hotel within a 19 story high-rise structure, a Multi-Purpose Events Center, a Conference/Meeting Facility, an Administrative and Facilities Center, and a parking garage; and

WHEREAS, the existing Casino Pauma and the proposed expansion of Casino Pauma is part of the Tribe’s continued commitment to use gaming to provide employment and improve the social, economic, education, and health needs of the Tribe’s members and to enhance the Tribe’s economic self-sufficiency and self-determination; and

WHEREAS, the expansion of Casino Pauma will provide employment opportunities and will improve the community for all residents of the Pauma Valley; and

WHEREAS, the Casino Pauma agreed to cancel plans for the construction of a 2,500 seat outdoor amphitheater, in recognition of the importance of being a good neighbor to the Observatory and the surrounding community; and

WHEREAS, the Observatory is a recognized world-class research institution operated by the California Institute of Technology since 1936 and has produced astronomical research which has contributed greatly to our understanding of the solar system and the entire universe and it has spear-headed development of new technologies and techniques which have been used at observatories and other research facilities across the globe; and

WHEREAS, the Observatory is specifically credited with producing the first detailed map of the northern skies, discovering many astronomical objects including new worlds at the edge of our solar system, dozens of comets, thousands of Earth approaching asteroids, planets beyond our solar system, supernovae; and distant galaxies and quasars at the farthest reaches of space; and

WHEREAS, dark skies are essential to the study of celestial bodies at the Observatory, and the Tribe simultaneously acknowledges and values the night sky as an important part of its heritage; and

WHEREAS, the Observatory and the Tribe desire to formally state their desire to cooperate with one another for mutual benefit of both Parties and the greater community to simultaneously protect the dark skies around the Observatory and while allowing the Tribe to expand its casino gaming opportunities.

NOW THEREFORE, it is mutually agreed as follows:

I. PURPOSE

The purpose of this MOU is to identify and develop processes that will enable both the Observatory and Tribe to both protect the dark skies near the Observatory and to provide the Tribe the ability to hold special events. The Parties shall be collaborative partners in this endeavor.

II. TERM

The term of this MOU shall be effective upon the execution of this MOU by both parties and shall not expire unless either party terminates the MOU in accordance with Section V below.

III. COMMITMENTS OF THE COLLABORATIVE PARTNERS

A. Tribe's Commitments:

1. All proposed outdoor lighting shall conform to the guidelines set forth in San Diego County's Light Pollution Code (Division 9, Sections 59.101-59.115).
2. The design of signage and lighting at the casino will be protective of the night sky.
3. Exterior lighting associated with the Casino Expansion shall be fully-shielded to prevent any direct upward illumination or spill-over of light onto adjacent properties. The intensity of lights, as well as the number, shall be kept to a minimum while allowing for adequate public safety and security. Whenever possible all exterior lighting shall be fully-shielded low-pressure sodium as is called for in the San Diego County's Light Pollution Code.
4. Casino Pauma will provide the Observatory and the Tribe thirty (30) days written notice prior to holding any special events where outdoor lighting could impact the Observatory and the Tribe and Casino Pauma will attempt to mitigate the effects of outdoor lighting for such special events.

B. Observatory's Commitments:

1. The Tribe and the Observatory recognize the tremendous value of education and will coordinate to bring a better understanding to the Tribe's youth and community

members on the importance of our night time skies, and all matters pertaining to our universe. In conjunction with the Pauma AA'Alvikat Library/Education Committee the Observatory agrees to hold monthly educational programs for the Tribe when and if the Tribe so requests. These will include programs for the Pauma Youth Program (ages 12 – 18 years), the Pauma After School Program (K – 8th grade), and other members of the Tribe. These programs will include visits to the Observatory, as well as presentations and evening star party observing sessions held in Pauma.

IV. ANNUAL MEETING

Within thirty (30) days of each annual anniversary of the date the casino expansion project first commences operations, a representative of the Tribe, Casino Pauma and the Observatory will meet to discuss whether any amendments are needed.

V. TERMINATION

This MOU may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice.

VI. AMENDMENTS

Amendments to this MOU must be made in writing and may be made only upon the mutual written approval of the Chairman of the Tribe, and the Public Affairs Coordinator of the Observatory.

VII. DISPUTES

If a dispute arises from this MOU involving interpretation or implementation the parties shall meet to resolve the problem using their best efforts.

VIII. NOTICES

All written notices sent pursuant to this MOU shall be addressed as follows:

For Pauma :

Pauma Band of Mission Indians
P.O. Box 369
Pauma Valley, CA 92061
Attention: Tribal Chairman

With a copy to:

Rosette & Associates PC
565 West Chandler Blvd., Suite 212
Chandler, AZ 85225

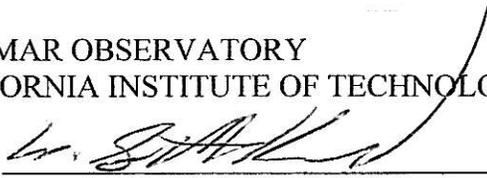
Attention: Robert A. Rosette, Esq.

For the Observatory:

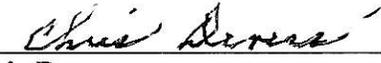
Palomar Observatory
Attention: Scott Kardel, Public Affairs Director
35899 Canfield Road
P.O. Box 200
Palomar Mountain, CA 92060

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

PALOMAR OBSERVATORY
CALIFORNIA INSTITUTE OF TECHNOLOGY

By: 
Mr. W. Scott Kardel
Public Affairs Coordinator, Palomar Observatory
Date: January 23, 2008

PAUMA INDIAN RESERVATION

By: 
Mr. Chris Devers
Tribal Chairman
Date: 1/23/07