

Winchester Canyon Gun Club Bylaws

Incorporated 19 August, 1955 as a California non-profit corporation

Enacted 10 March, 1964, with changes of:

- a. 11 December 1984
- b. 12 December 1989
- c. 11 December 1990
- d. 12 December 1994
- e. 13 June 2000
- f. M.O.A.(Memorandum Of Agreement) USFS/SHPO-NATIVE AMERICAN (Chumash) Amendment (attached) November 14, 2006
- g. Amendment to the M.O.A. (attached) signed by all parties in September, 2008.
- h. December 2012.
- i. October 2016

Article 1 – Name

- 1.1 The name of this Club shall be THE WINCHESTER CANYON GUN CLUB, formerly known as THE WINCHESTER CANYON RIFLE CLUB (the Club).
- 1.2 The official website of the Club is: wcgc.org

Article 2 – Objectives.

The objectives of this Club shall be:

- 2.1 To maintain, operate and control the Winchester Canyon Gun Club and ranges in such a manner that the privileges of using the ranges will be forever preserved for the members.
- 2.2 To provide an organized program of shooting for the benefit and enjoyment of the Club members and the public.
- 2.3 To forward the development of those characteristics of honesty, good fellowship, self -discipline, team play, self-reliance and respect for the law which are essentials of good sportsmanship
- 2.4 This Club shall be non-political in full compliance with all governmental laws and regulations as required to maintain our 501 (c)(7) status.

Article 3 – Membership.

- 3.1 Any person who agrees with the objectives of this Club and is willing to give a share of his or her time toward the fulfillment of these objectives, may be considered for membership.
 - 3.2 Application for Club membership shall be made on printed or electronic forms provided. The Board must approve all memberships in a manner defined in the Policies and Procedures.
 - 3.3 Annual and Life members, who have attained the age of 18 years, are entitled to voting privileges and to holding Club office.
 - 3.4 The Board may establish criteria and dues for other NON-VOTING classes of membership including but not limited to Honorary, Complimentary, Junior and Student memberships.
 - 3.5 All membership classes except Life Memberships, expire on the annual anniversary of joining and must be renewed prior to their anniversary date the following year.
 - 3.6 No membership lists or rosters shall be divulged to any outside agency or organization except in compliance with a court order.
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Article 4 Officers and Executive Management

4.1. The Officers shall be:

- a. President.
- b. First Vice President
- c. Second Vice President
- d. Secretary
- e. Treasurer.

4.2. The management of the Club is entrusted by the membership in a Board of Directors (the Board) consisting of the Officers and Nine Directors.

Article 5 – Selection of the Board and Terms of Office

5.1. Officers shall hold office for one (1) year.

5.2. Directors shall hold office for three (3) years.

5.3. Three (3) of the nine (9) Directors shall be elected each year.

5.4. No member of the Board may hold more than one office simultaneously.

5.5. The President shall serve no more than three (3) consecutive terms.

5.6. No member of the Board shall be compensated for work as a member of the Board.

5.7. Board members may be reimbursed for legitimate IRS allowed Club expenses.

5.8. Not more than 49 percent of the persons serving on the Board may be "interested persons" as defined by Section 5227 of the California Corporations Code. For purposes of Section 5227, "interested persons" means either: Any person currently being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

5.9. Candidates for President, First Vice President and Second Vice President shall have served on the Board at least 8 months prior to their candidacy.

5.10. The election of Officers and Directors shall be by secret ballot. Ballots may be electronic or paper and shall be distributed to all qualified members of record as of September 30 of each year.

5.11. Qualified members may place their name on the ballot by submitting a written request to the Club secretary before or during the October Board meeting.

5.12. Ballots shall be distributed by mail or electronically between October 15 and November 1 each year to all Annual and Life Members.

5.13. Ballots must be returned as directed to the specified counting authority before December 1 of the same year.

5.14. Any ballots received after November 30 shall not be counted.

5.15. Newly elected Officers and Directors shall take office immediately upon their election at the Annual meeting in December.

Article 6 – Duties of the Board

6.1. The Entire Board shall:

- a. Receive a written copy of these Bylaws upon assuming office.
- b. Affirm the following pledge as their first act on taking office: "I, <name> affirm that I will act in the best interest of the Winchester Canyon Gun Club in discharging my duties as a member of the Board."
- c. Attend meetings
- d. Submit agenda items for discussion to the Club Secretary for inclusion in the Agenda for monthly Board meetings
- e. Have general policy oversight of the Club with specific duties assigned herein
- f. Perform other duties as assigned to further Club objectives and to ensure the smooth and efficient operation of the Club.

6.2. The President shall:

- a. Preside at all Club meetings.
- b. Execute all contracts and lease agreements as required to further the objectives of the Club.
- c. Receive Subpoenas and government documents.
- d. Serve as or assign a designee as an ex-officio member of all committees.
- e. Obtain and follow prior Board direction in cooperation with the Treasurer to secure loans or funding for the Club when needed.
- f. Assign other duties as needed to the Board and Club Members to further the objectives of the Club and to insure the smooth and efficient operation of the Club.
- g. Vote at meetings as any other Board or Club member.
- h. Propose or second or move to reconsider resolutions at meetings as any other Board or Club member.
- i. Superintend all W CGC activities and interests.
- j. Perform all such duties as usual pertaining to the office or as directed by Board resolution.

6.3. The First Vice President Shall:

- a. Perform the duties of the President in the absence of the President or at the request of the President.
- b. Perform other duties as assigned by the President.

6.4. The Second Vice President shall:

- a. Perform the duties of the President in the absence of the President and First Vice President or at the request of the President in the absence of the First Vice President.
- b. Perform other duties as assigned by the President.

6.5. The Secretary shall:

- a. Publish and deliver to the Board an agenda at least 48 hours prior to all meetings.
- b. Keep a true and accurate record of all meetings.
- c. Ensure accurate and independent counting of ballots.
- d. Have custody of the Club papers and other archives except the Treasurer's books.
- e. Coordinate with the Treasurer to preserve at least two complete, current and accurate electronic copies of all Treasurer reports with all supporting detail.
- f. Coordinate with the Membership Chair to preserve at least two complete, current, and accurate electronic copies of all membership rosters along with supporting software sufficient to continue membership duties.
- g. Retain in at least two separate, safe locations electronic copies of all reports, budgets and other writings presented to and/or sent by the Board.
- h. Perform other duties as assigned by the President or the Board.

6.6. The Treasurer shall:

- a. Have charge of all Club funds.
- b. Place and maintain the Club funds with at least two separate federally insured institutions. The funds shall be divided between the institutions to ensure the club can continue to operate in case one of the institutions fails.
- c. Pay legitimate Club expenses.
- d. Render a monthly income and expense report with full supporting detail to the Board at least 24 hours before the Board meeting.
- e. Contract for and coordinate accounting and other financial services as needed upon prior Board approval.
- f. Coordinate with the President to ensure that all government reports, fees and taxes are filed and paid on-time.
- g. Ensure that reasonable and adequate controls are in place for receiving, accounting and disbursing funds.
- h. Prepare, in cooperation with the Finance Committee an annual proposed budget to present to the Board at the September meeting for tentative adoption at the November meeting.
- i. Prepare and present for Board review at the July meeting, a plan for capital expenditures and reserves.
- j. Prepare and present at the April meeting a consolidated financial report detailing the Club's financial position including inventory and capital equipment as of the prior January 1.
- k. Select and appoint members of the Finance Committee.
- l. Chair the Finance Committee.
- m. Perform other duties as assigned by the President or the Board.

6.7 The nine (9) Directors shall:

- a. Propose, review and adopt resolutions guiding Club policy while furthering the Club objectives.
- b. Serve on committees as assigned.
- c. Visit and observe operation of the ranges at least once each calendar quarter.
- d. Perform other duties as assigned by the President.

ARTICLE VII. VACANCIES on the Board.

7.1 A vacancy in the office of President shall be filled by the First Vice President.

7.2 In the event of Multiple simultaneous vacancies, the office of the President shall be filled in the following order by the officers and directors:

- 1) First Vice President
- 2) Second Vice President
- 3) Secretary
- 4) Treasurer
- 5) Directors in order of seniority based on the beginning date of their earliest election. In case of ties of seniority, lots shall be drawn

7.3 All other vacancies shall be filled by appointment by the President upon approval by the board. These appointments will be for the entire remainder of the term of the elected officer or director.

ARTICLE VIII. DUES.

8.1 The dues, and initiation fees of each class of membership shall be fixed by the Board.

8.2 The Board may levy additional assessments and fees in addition to dues as deemed necessary for the operation of the Club.

8.3 Life members shall pay no annual dues, but may be assessed other fees or assessment not to exceed those assessed Annual members.

8.4 Dues for all other classes of membership (except Life memberships) are due at the one-year anniversary of their membership.

8.5 Members delinquent in their dues or assessments are automatically dropped from the Club.

8.6 A two-month grace period may be allowed for members delinquent in their dues or assessments during which time members may bring their accounts current without paying the initiation fee. Reinstatement of membership after the grace period shall be by application as a new member including any required initiation fee.

8.7 The board may from time to time offer special incentives to join the club at reduced rates.

ARTICLE IX. MEETINGS.

9.1 The Annual meeting of this Club shall be held on the second Tuesday of December of each year.

9.2 If the Annual meeting cannot take place at the time fixed, it shall be held within a reasonable time thereafter, and the Officers shall hold over until their successors have been elected.

9.3 Monthly meetings of the Board, for the transaction of ordinary business of the Club shall be held at such time and place as may be designated by the Board.

9.4 The Board may adopt rules to allow attendance by telephone or other remote means. However, proxy voting shall not be allowed.

9.5 A quorum for Monthly Board meetings shall require at least one half (1 /2) of the members of the Board and either the President, First Vice President or Second Vice President. However, in the event of multiple, simultaneous Board vacancies, a quorum of the Board shall consist of half the remaining members whose first item of business shall be to fill all vacancies.

9.6 Only items on the published agenda shall be discussed unless a majority of the board wishes to add an item at the meeting.

- 9.7 Special meetings of the Club may be held at any time on the call of the President or the Board of Directors, provided members are notified at least four (4) days before the Special meeting.
- 9.8 A quorum is not required for ballot elections however the ballots shall be distributed to all voting members as described herein.
- 9.9 Five percent (5%) or ten (10) members of the Club entitled to vote, whichever is fewer, and either the President, First Vice President or Second Vice President shall constitute a quorum at any Annual or Special Club meeting.
- 9.10 All meetings of the Club shall be conducted according to *Robert's Rules in Plain English: A Readable, Authoritative, Easy-to-Use Guide to Running Meetings* by Doris P. Zimmerman, 2nd Edition, as interpreted by the Presiding officer.

ARTICLE X. COMMITTEES.

- 10.1 The Board may establish by resolution ad hoc Committees with specific tasks and duration and a designated Chairperson.
- 10.2 There shall be two (2) standing committees:
 - a. The Nominating Committee.
 - b. The Finance Committee.
- 10.3 Chairpersons shall staff their committees as they deem appropriate except as noted herein.
- 10.4 Chairpersons shall call meetings of their committees and establish procedures as they deem appropriate. Such procedures shall not violate these bylaws.
- 10.5 The Finance committee shall:
 - a. Meet at least every 60 days to review Club finances in detail.
 - b. Assist the Treasurer in preparing the Annual Budget.
 - c. Assist the Treasurer in developing and rendering various reports to the board and membership
 - d. Perform an annual audit of the Club finances and submit a report to the Board at the April meeting.
 - e. Perform other duties as assigned by the Board.
- 10.6 The Nominating committee shall:
 - a. Be chaired by the Volunteer Coordinator and have at least two (2) Club members who are not currently members of the Board.
 - b. Encourage all club members to take an active interest and supportive role in Club management.
 - c. Submit to the Club Secretary a written list of names of qualified candidates for the Board before the September Board meeting.
- 10.7 All committees shall report to Board each month.

ARTICLE XI. Discipline.

- 11.1 Any Board Member may be removed from office for any reason deemed sufficient by the Board.
- 11.2 There is no right of appeal for a Board member removed from office.
- 11.3 Any Club member may be expelled from the Club for any of the following causes:
 - a. Endangering self or others.
 - b. Theft of Club Property or Funds.
 - c. Conviction of a crime.
 - d. Deliberate destruction of Club assets.
 - e. Deliberately falsifying Club documents.
 - f. Violation of Range Rules.
 - g. Lending or selling of membership cards or privileges.
- 11.4 Any Club member may prefer charges against any Board member or Club member.
 - a. Such charges shall be made in writing and delivered to the Club Secretary along with all exhibits used to support the charges.
 - b. The Secretary shall immediately notify the Board and the accused of the charges.
 - c. The President shall call a Special meeting of the Board to consider the charges.

- d. The Secretary shall notify in writing both the accused and accuser of the date and location of the Special Board meeting.
- e. Such meeting shall be held no sooner than 15 days and no later than 28 days from the date the accused received notice from the Secretary.
- f. At this Special Board meeting, the accused shall be accorded a full and complete hearing.
- g. Voting to expel or remove from office shall be by secret ballot of the Board.
- h. A majority of the total Board plus 1 shall be required to expel or remove from office.
- i. Upon approval of the resolution to remove from office, the Board member's office will immediately become vacant. The Secretary shall notify the former Board member in writing.
- j. Upon approval of the vote to expel, the Club member shall have all privileges suspended pending appeal.
- k. The Secretary shall notify the member of the expulsion and suspension of privileges.

11.5 A member expelled from the Club shall have the right to appeal the Board's decision to the voting members of the Club.

11.6 Such appeal must be in the form of a letter of no more than 2 pages delivered to the Secretary not later than 30 days after the member being informed of the expulsion.

11.7 Upon receipt of the appeal, the Secretary shall prepare a ballot and a summary of the cause of the board action.

11.8 The ballot, the summary and the letter of appeal shall be mailed to all voting members within 60 days of receipt of the letter of appeal.

11.9 One additional copy of the ballot, the summary, and the letter of appeal shall be mailed to the club mailing address via REGISTERED US mail. This item shall remain un-opened in the club permanent records.

11.10 The ballot shall have only one (1) question which shall be:
"Shall <<Member Name>> be expelled from the Winchester Canyon Gun Club? Yes ____ or No ____

11.11 Ballots must be returned within 21 days of mailing to the specified counting agent.

11.12 Ballots will be counted by a disinterested 3rd party.

11.13 A Special meeting of the Club membership shall be held to review the ballot totals.

11.14 If less than 50% plus one (1) of the ballots is marked NO, the action of the Board shall be affirmed. The expulsion shall become final and effective immediately.

11.15 Otherwise, the Secretary shall notify the member that the suspension is rescinded.

11.16 If no such appeal is filed, or if the expulsion is affirmed, the Secretary shall notify the member that the expulsion is final.

11.17 At such time the Club shall return to the former member a sum of money equal to the most recent dues which they have paid and any initiation fee.

ARTICLE XII. CLUB PROPERTY.

12.01 No member shall have any interest, beneficial or otherwise, in any real or personal property of the Club or in any distribution of any real or personal property of the Club.

ARTICLE XIII. DISSOLUTION.

13.1 In the event of dissolution of the Club, the assets remaining after the payment of all bills and liabilities will be given a non-profit corporation to be used to further the purpose for which this corporation was organized.

13.2 Said non-profit corporation shall to be chosen by the voting members of record at the time of said dissolution.
a. A two-thirds vote of the entire membership at the time of dissolution shall be required to decide the disposition of assets.

b. In the event a two-thirds vote is not obtained, the disposition of the assets shall be by a Court.

ARTICLE XIV ADOPTION OF THESE BYLAWS

14.1 These Bylaws shall take effect immediately upon adoption.

ARTICLE XV INDEMNIFICATION AND INSURANCE

- 15.1. Indemnification: The corporation shall indemnify its "agents," as that term is defined by Section 5238 of the California Nonprofit Public Benefit Law, including Directors, Officers, management and employees, to the fullest extent permitted by California law, including, but not limited to, with respect to all actions brought by third parties or by or in the right of the corporation for actions or omissions of the agent where the agent acted in good faith and in a manner the agent reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful.
- 15.2. Insurance: The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this ARTICLE VII; provided however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE XVI REVISIONS TO THIS DOCUMENT

- 16.1 This article shall remain the last in sequence and highest numbered article of these Bylaws.
- 16.2 Any Club member may suggest changes to these Bylaws by submitting the proposed changes in writing to the Club Secretary.
- 16.3 The board may choose to revise the suggestion before acting on it.
- 16.4 Any changes, revisions, deletions or amendments to this Article or to Articles preceding shall require all of the following in sequence:
- a. Adoption of a Board resolution to send the proposed changes to the membership for vote.
 - b. The Board resolution must be passed by a two-thirds majority of the Board and affirmed at a second Board meeting held within 45 days.
 - c. Once affirmed, the Board shall submit the proposed changes to the Club membership within 400 days.
 - d. The Club membership vote shall be by secret ballot.
 - e. The proposed changes must be affirmed by a two-thirds (2/3) majority of the members voting.
 - f. A quorum is not needed for a ballot election, however all voting members must be allowed to vote as defined and provided herein.
- 16.5 Appendices may follow this Article.
- e. Appendices are subordinate to and shall not override, subvert or change the intent of the Articles above.
 - f. Appendices may be changed by Board resolution.
 - g. Such resolution to change Appendices must be adopted by a two-thirds majority of the Board and affirmed at a second Board meeting.
 - h. Such second Board meeting must be held with 45 days.
 - a. Upon affirmation, the changes will take effect immediately.

APPENDICES

Appendix A: Other Enumerated Duties.

- A.1 The President shall appoint Club members to various special duty assignments such as those listed below. All such appointments shall be affirmed by Board resolution before they take effect.
- A.2 The President shall appoint a Membership Chair who shall:
- a. Maintain the Club membership roster using suitable electronic software.
 - b. Maintain and deliver to the Secretary each month, an accurate and up -to- date electronic copy of all software, applications, disclaimers and data needed to maintain membership records.
 - c. Work with the Volunteer Coordinator to select and train a minimum of two assistants capable of carrying out the duties of the Membership Chair.
 - d. Perform other duties as assigned by the President.
- A.3 The President shall appoint a Community Outreach Liaison who shall:
- a. Ensure a consistent image and brand for the Club in keeping with the Club Objectives.
 - b. Represent or select and appoint representatives from the Club to various community organizations such as Chambers of Commerce, governmental commissions, tribal councils, etc.
 - c. Establish and maintain cordial working relationships with area media.
 - d. Establish and maintain cordial working relationships with elected officials.
 - e. Establish and maintain procedures for the creation, review and distribution of all external communications including but not limited to: websites, advertisements, bulletins, newsletters, press releases, broadcast and social media.
 - f. Work with the Volunteer Coordinator to enlist volunteers to maintain the Club website.
 - g. Work with the Volunteer Coordinator to enlist volunteers for newsletters and other media and other ongoing communications tools.
 - h. Coordinate with the Membership Chair to ensure the accurate and timely distribution of annual ballots.
 - i. Provide electronic copies of all external communications to the Secretary for preservation.
 - j. Perform other duties as assigned by the President.
- A.4 The President shall appoint a Range Supervisor who shall:
- a. Coordinate with the President to select and schedule range employees and volunteers.
 - b. Monitor inventory and coordinate with the President to ensure adequate inventory is on hand.
 - c. Supervise all range employees and volunteers.
 - d. Coordinate with the President to select and supervise the Special Events Coordinator. .
 - e. Ensure that all employees and volunteers are suitably trained,
 - f. Coordinate with the event chairs to develop tentative annual schedules and present them to the Board at the September meeting for adoption at the November meeting.
 - g. Schedule equipment, materials and labor for any needed range maintenance. h. Ensure that the ranges and events run safely and smoothly.
 - i. Review the Range Rules and suggest revisions at least annually at the April meeting or more frequently as need.
 - j. Perform other duties as assigned by the President.
- A.5 The President shall appoint a Law Enforcement Liaison to coordinate and schedule use of the range by Law Enforcement and Military agencies.
- A.6 The President shall appoint a Volunteer coordinator who shall:
- a. Coordinate with the Membership Chair to develop and maintain a list of volunteers and their skills to support Club activities.
 - b. Chair the Nominating Committee.
 - c. Perform other duties as assigned by the President.

APPENDIX B - MEMORANDIUMS OF AGREEMENT BETWEEN THE WCGC, USFS AND CHUMASH

MEMORANDUM OF AGREEMENT BETWEEN

USDA FOREST SERVICE, LOS PADRES NATIONAL FOREST, REGION 5 AND THE CALIFORNIA STATE
OFFICE OF HISTORIC PRESERVATION REGARDING THE WINCHESTER CANYON GUN CLUB SPECIAL
USE PERMIT
SANTA BARBARA COUNTY, CALIFORNIA

WHEREAS, The Los Padres National Forest (LPNF) proposes to issue a special use permit to the Winchester Canyon Gun Club (WCGC) for operating and maintaining rifle, shotgun, and pistol ranges and associated facilities on forest land on the Santa Barbara Ranger District (Undertaking); and

WHEREAS, 4-CA-SBA-509 is an historic property determined eligible for the National Register of Historic Places which lies within the Undertakings area of potential effect and

WHEREAS, the significance of 4-CA-SBA-509 is derived from the manifestation of rock art in eight loci, the presence of a prehistoric archaeological deposit at the main cave, and the surrounding cultural landscape (San Jose Cree basin) which is considered part of the cultural values of the site; and

WHEREAS, 4-CA-SBA-509 is used by traditional culture practitioners; and

WHEREAS, the Santa Ynez Band of Chumash Indians (Chumash tribe), who are a federally recognized tribe whose culture area incorporates the area authorized to the WCGC, have been active participants in consultations on the continuing use of the area by WCGC and

WHEREAS, LPNF considered an alternative of closing the WCGC in the environmental analysis pursuant to the National Environmental Policy Act and

WHERE, that alternative was eliminated from full study based on the following:

- The need for a safe and secure place for the public to shoot;
- WCGC provides a supervised, secure shooting area;
- Law enforcement training is conducted at WCGC;
- Hunter and shooting safety training is conducted at WCGC;
- The current location provides a secure site for other groups and their uses, such as the Santa Barbara Astronomy Club;
- WCGC is a non-profit organization for which moving and setting up at a new location would be an economic hardship that would decimate the organization and the public service provided;
- Closure of the shooting range and WCGC oversight of the area may result in an increase in vandalism, litter, and illicit shooting in the area; and

WHEREAS, the potential effect of noise on those days when the club is in operation has been determined to be an Adverse Effect on traditional practitioners using the San Jose Creek basin; and

WHEREAS, LPNF has consulted with the Advisory Council on Historic Preservation and the California State Historic Preservation Officer (SH.PO) in accordance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f) and its implementing regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800); and

NOW, THEREFORE, LPNF, WCGC, Chumash tribe, and the California SHPO agree that, upon acceptance of the MOA by the Advisory Council on Historic Preservation (Council), and prior to the issuance of another term special use authorization to WCGC, LPNF shall ensure that the following stipulations are implemented in order to take into account effects on the historic property and further agree that these stipulations shall govern the Undertaking until this MOA expires or is terminated:

Stipulations

The LPNF shall ensure the following measures are carried out

I. MANAGEMENT OF HISTORIC PROPERTIES AND CULTURAL RESOURCES:

- A. Permanently close the WCGC facilities in the San Jose Creek basin (Long Bore Range) and rehabilitate those facilities, including removal of the target structures and the unimproved dirt road providing access into the basin. Rehabilitation and closure activities will be based on a schedule agreed to by LPNF.
- B. Allow no activities on the permitted portion of the WCGC facility that results in shotfall or detritus in the San Jose Creek basin. Monthly clean up will be conducted by WCGC to take

care of inadvertent shotfall or detritus.

- C. Maintain the forest closure order which prohibits unauthorized entry into the San Jose Creek basin, and maintain the signs and fencing of the closure area.
- D. Maintain site monitoring of 4-CA-SBA-509 by LPNF Site Stewards, which includes Chumash tribal members.

Winchester MOA

B. Resolving Objections

1. Should any party to this MOA object at any time to the manner in which the terms of this MOA are implemented, or to any action carried out or proposed with respect to implementation of the MOA (other than the Undertaking itself) or to any documentation prepared in accordance with and subject to the terms of this MOA, LPNF shall immediately notify the other parties to this MOA of the objection and consult with the objecting party, and the other parties to the MOA, for no more than 14 days to resolve the objection. LPNF shall reasonably determine when this consultation will commence. If the objection is resolved through such consultation, the action in dispute may proceed in accordance with the terms of that resolution. If, after initiating such consultation, LPNF determines that the objection cannot be resolved through consultation, then LPNF shall forward all documentation relevant to the objection to the ACHP, including LPNF's proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:
 - a. advise the LPNF that the ACHP concurs in the LPNF's proposed response to the objection, whereupon the LPNF will respond to the objection accordingly; or
 - b. provide the LPNF with recommendations, which the LPNF will take into account in reaching a final decision regarding its response to the objections; or
 - c. notify the LPNF that the objection will be referred for comment pursuant to 36 CFR § 800.7(c), and proceed to refer the objection and comment. The LPNF shall take the resulting comment into account in accordance with 36 CFR § 800.7(c)(4) and Section 110(1) of the NHPA.
2. Should the ACHP not exercise on the above options within thirty (30) days after receipt of all pertinent documentation, the LPNF may assume the ACHP's concurrence in its proposed response to the objection.
3. The LPNF shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection. The LPNF's responsibility to carry out all actions under this MOA that are not the subjects to the objection will remain unchanged.

C. Amendments

Any party to this MOA may propose that this MOA be amended, whereupon the parties to this MOA will consult for no more than fifteen (15) days to consider such amendment. The amendment process shall comply with 36 CFR § 800.6(c)(1) and 800.6(c)(7). This MOA may be amended only upon the written agreement of the signatory parties. If it is not amended, this MOA may be terminated by either signatory party in accordance with Stipulation IT.D., below.

D. Termination

1. If this MOA is not amended as provided for in section C of this stipulation, or if either signatory party proposes termination of this MOA for other reasons, the signatory party proposing termination shall, in writing, notify the other parties to this MOA, explain the reasons for proposing termination, and consult with the other parties for at least thirty (30) days to seek alternatives to termination. Such consultation shall not be required if the LPNF proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR § 800.16(y).
2. Should such consultation result in an agreement on an alternative termination, then the consulting parties hereunder shall proceed in accordance with the terms of that agreement.
3. Should such consultation fail, the signatory party proposing termination may terminate this MOA by promptly notifying the other parties to this MOA in writing. Termination hereunder shall render this MOA without further force or effect.
4. If this MOA is terminated hereunder and if the LPNF determines that the undertaking will nonetheless proceed and continue, then the LPNF shall either consult in accordance with 36 CFR § 800.6 to develop a new MOA or request the comments of the ACHP pursuant to 36 CFR § 800.

E. Duration of the MOA

1. Unless terminated pursuant to section D. of this stipulation, or unless it is superseded by an amended MOA; this MOA will be in effect following execution by the signatory parties until LPNF, in consultation with the other parties to this MOA, determines that all of its stipulations have been satisfactorily fulfilled. Upon a determination by the LPNF that all of the terms of this MOA have been satisfactorily fulfilled, this MOA will terminate and have no further force or effect. The LPNF will promptly provide the other parties to the MOA with written notice of its determination and of the termination of this MOA. Following provision of such notice, this MOA will have no further force or effect.
2. The terms of this MOA shall be satisfactorily fulfilled within twenty (20) years following the date of execution by the SHPO. If the LPNF determines that this requirement cannot be met, the parties to this MOA will consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment, or termination. In the event of termination, the LPNF will comply with section D.4 of this stipulation if it determines that the Undertaking will proceed notwithstanding termination of the MOA.
3. If the Undertaking has not been implemented with twenty (20) years following the execution of this MOA by the SHPO, this MOA shall automatically terminate and have no further force or effect. In such event, the LPNF shall notify the other parties to this MOA in writing and, if it chooses to continue with the Undertaking shall reinstate review of the Undertaking in accordance with 36CFR §800.

F. Effective Date of this MOA. This MOA will take effect on the date that it has been executed by the LPNF and the SHPO.

Execution of the MOA by the LPNF and the SHPO, its transmittal by the LPNF to the ACHP in accordance with 36 CFR §800(b)(J)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR §800.6(c), that this MOA is an agreement with the ACHP for purposes of Section 110(l) of the National Historic Preservation Act, and shall further evidence that the LPNF has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties. and that the LPNF has taken into account the effects of the Undertaking on historic properties.

USDA FOREST SERVICE
Los Padres National Forest

 6/19/06

GLORIA D. BROWN
Forest Supervisor

Date

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

 5/2/06

MILFORD WAYNE DONALDSON, F.A.I.A.
State Historic Preservation Officer

Date

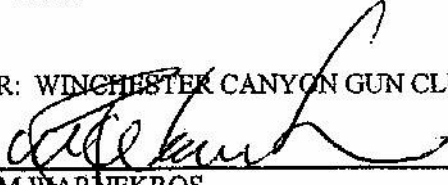
CONCUR: SANTA YNEZ BAND OF CHUMASH INDIANS

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VINCENT ARMENTA

Tribal Chairman

CONCUR: WINCHESTER CANYON GUN CLUB



WILLIAM WARNEKROS

President

Winchester MOA

FIRST AMENDMENT
to the
MEMORANDUM OF AGREEMENT
BETWEEN

U.S.D.A. FOREST SERVICE, LOS PADRES NATIONAL FOREST, REGION 5
AND THE
CALIFORNIA STATE OFFICE OF HISTORIC PRESERVATION

REGARDING
THE WINCHESTER CANYON GUN CLUB SPECIAL USE PERMIT SANTA
BARBARA COUNTY, CALIFORNIA

WHEREAS, the U.S. Department of Agriculture, Forest Service (USFS), Los Padres National Forest and the California State Historic Preservation Officer (SHPO) have executed a Memorandum of Agreement (MOA) effective as of June 19, 2006 concurred by the Santa Ynez Band of Chumash Indians and the Winchester Canyon Gun Club (WCGC) regarding the issuance of a permit to WCGC for operating and maintaining rifle, shotgun, and pistol ranges and associated facilities on forest land on the Santa Barbara Ranger District (Undertaking); and

WHEREAS, the MOA was predicated on the issuance of a term permit to WCGC; and

WHEREAS, an appeal to the NEPA decision regarding the issuance of the term permit was upheld and the decision remanded back to the USFS for further analysis; and

WHEREAS, temporary annual permits are required for WCGC to continue to operate until additional analysis is complete and a final decision made regarding issuance of a term permit; and

WHEREAS, tribal consultation and scoping for the annual permit resulted in no comments against issuance of such a permit for WCGC to continue to operate with the protective measures of the MOA in place; and

WHEREAS, the signatories to the MOA agree that the MOA should be amended to afford the WCGC to continue to operate until further analysis and documentation is completed and afford all Parties additional time to complete the Historic Properties Management Program; and

WHEREAS, 4-CA-SBA-509 and the surrounding cultural landscape is a significant cultural property to the Chumash Tribe and used by traditional culture practitioners, and

the Tribe has been an integral partner to the USFS and has participated as a concurring signatory party to the MOA; and

WHEREAS, the USFS has invited and continues to welcome the Chumash Tribe's participation as a concurring signatory party along with WCGC. to this First Amendment.

NOW, THEREFORE, the USFS, Chumash Tribe, WCGC. and SHPO hereby agree that the MOA entered into by the parties concerning the Winchester Canyon Gun Club Special Use Permit is hereby amended and shall be implemented in accordance with the following stipulations in order to take into account the effects of the federal undertaking. All other stipulations within the MOA are incorporated by reference as if fully set forth herein.

STIPULATION

- I. The USFS shall implement all stipulations that apply to the existing MOA for the issuance of the annual permit(s).
- II. This amendment shall stay in place for a period of no longer than two years from the date of execution or until such time that a term permit is issued.
- III. This First Amendment shall take effect on the last date it has been executed by the USFS and the SHPO.

SIGNATORY PARTY:

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
Los Padres National Forest

PEGGY HERNANDEZ

Date

Forest Supervisor

SIGNATORY PARTY:

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By:

Date

MILFORD WAYNE DONALDSON, F.A.I.A.
State Historic Preservation Officer

CONCUR:

SANTA YNEZ BAND OF CHUMASH INDIANS

By:

Date:

VINCENT ARMENTA
Tribal Chairman

CONCUR:

WINCHESTER CANYON

Date --:

WILLIAM WARNEKROS
President