The amendment to reinstate Desert Hot Springs proposes that the Plan provisions and boundaries be revised according to the February 2006 CVMSHCP, with modifications as described in the September 2007 Final Recirculated CVMSHCP, to provide for the Riverside County Flood Control and Water Conservation District's future flood control facility. Therefore, the current Conservation Area boundaries would be amended to include all of the private lands within Desert Hot Springs' city limits and restore the original boundaries of the Upper Mission Creek/Big Morongo Canyon and Whitewater Canyon Conservation Areas within Desert Hot Springs' city limits. Adding Desert Hot Springs as a Permittee requires a Major Amendment to the CVMSHCP in accordance with the requirements outlined in Section 6.12.4 of the Plan. The procedures outlined in Section 6.12.4 state that major amendments require the same process to be followed as the original CVMSHCP approval, including California Environmental Quality Act and NEPA compliance.

In addition, MSWD, not previously a participating agency, has also applied to join the CVMSHCP as a Permittee. MSWD and Desert Hot Springs have proposed that a number of infrastructure projects be included as Covered Activities under the Plan. Covered Activities include certain activities carried out or conducted by Permittees, Participating Special Entities, Third Parties Granted Take Authorization, and others within the CVMSHCP Plan Area, as described in Section 7 of the CVMSHCP, that will receive Take Authorization under the Service's section 10(a)(1)(B) permit and the State NCCP Permit, provided these activities are otherwise lawful. Examples of Desert Hot Springs proposed Covered Activities include roadway improvement projects. Examples of MSWD proposed Covered Activities include construction of wells, water storage facilities, water transmission lines, recycled water lines, and sewer lines. Refer to Table 2–1 and 2–2 in the Supplemental EIR/EIS for Desert Hot Springs and MSWD Covered Activities list, respectively.

Covered activities will increase the existing permitted take by 34 acres, but inclusion of Desert Hot Springs and MSWD will expand conservation area boundaries in Desert Hot Springs to include 770 acres of land to be managed consistent with the CVMSHCP's conservation goals and objectives. Fifteen of the 27 Covered Species and 5 of the 27 Natural Communities will be affected by the Major Amendment. Additional take, in acres, for Covered Species and Natural Communities are listed in Table 4.1–1 and 4.1–2 in the Supplemental EIR/EIS, respectively.

National Environmental Policy Act Compliance

We formally initiated an environmental review of the draft Supplemental EIR/EIS through publication of a notice of intent (NOI) to prepare a draft Supplemental EIR/EIS in the **Federal Register** on Wednesday, March 30, 2011 (76 FR 17666). That notice also announced a public scoping period, during which we invited interested parties to provide written comments expressing their issues or concerns related to the proposal. A public scoping meeting was held in Desert Hot Springs on April 4, 2011.

Based on public scoping comments, we have prepared a draft Supplemental EIR/EIS for the proposed action and have made it available for public inspection (see **ADDRESSES**). NEPA requires that a range of reasonable alternatives to the proposed action be described. The draft Supplemental EIR/EIS analyzes the proposed action and a no action alternative, which were derived in response to scoping comments. Additionally, the alternatives from the 2007 Recirculated EIR/EIS were retained and analyzed as part of the proposed major amendment to determine if adding Desert Hot Springs and MSWD as permittees under the Plan would change any conclusions contained in each of the alternatives identified in 2007. The alternatives addressed include a Public Lands Alternative; Core Habitat with Ecological Processes Alternative; and an Enhanced Conservation Alternative.

Public Review

The Service invites the public to comment on the permit applications, revised CVMSHCP, and draft Supplemental EIR/EIS during the public comment period. Copies of the documents will be available during a 45-day public comment period (see **DATES**). If you wish to comment, you may submit your comments to the address listed in **ADDRESSES**. Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you may ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Next Steps

We will evaluate the applications, associated documents, and comments submitted to prepare a Final EIR/EIS. A permit decision will be made no sooner than 30 days after the publication of the Environmental Protection Agency's Final EIS notice in the **Federal Register** and completion of the Record of Decision.

Dated: August 28, 2013.

Alexandra Pitts,

Deputy Regional Director, Pacific Southwest Region, Sacramento, California.

[FR Doc. 2013–21721 Filed 9–5–13; 8:45 am]

BILLING CODE 4510–55–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

[DR.5B711.IA000813]

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Tribal-State Class III Gaming Compact.

SUMMARY: This notice publishes the approval of the Class III Tribal-State Gaming Compact between the Wiyot Tribe and the State of California.

DATES: *Effective Date:* September 6, 2013.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA) Public Law 100–497, 25 U.S.C. 2701 *et seq.*, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Compact between the State of California and the Wiyot Tribe provides for certain payments to the Tribe from the Wiyot Trust Fund established by the State under this Compact and the compact between the State of California-North Fork Rancheria of Mono Indians. In exchange for these payments, the Tribe agrees to forgo operation of Class III gaming on its lands. Pursuant to 25 CFR 293.4, all compacts are subject to review and approval by the Secretary. Pursuant to 25 CFR 293.15, an approved compact takes effect on the date that notice of its approval is published in the **Federal Register**. The compact terminates on December 31, 2033.

Dated: August 30, 2013.

Kevin K. Washburn,

Assistant Secretary—Indian Affairs.

[FR Doc. 2013–21739 Filed 9–5–13; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[LLNVW00000.L16100000.DQ0000. LXSS015F0000 241A; 13–08807; MO# 4500049371; TAS: 14X5017]

Notice of Availability of the Proposed Winnemucca District Resource Management Plan and Final Environmental Impact Statement, NV

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of availability.

SUMMARY: In accordance with the National Environmental Policy Act of 1969, as amended, and the Federal Land Policy and Management Act of 1976 (FLPMA), as amended, the Bureau of Land Management (BLM) has prepared a Proposed Resource Management Plan (RMP)/Final Environmental Impact Statement (EIS) for the Winnemucca District and by this notice is announcing its availability.

DATES: BLM planning regulations provide that any person who meets the conditions as described in the regulations may protest the BLM's Proposed RMP/Final EIS (43 CFR 1610.5–2). A person who meets the conditions and files a protest must file the protest within 30 days of the date that the Environmental Protection Agency publishes its notice of availability of the Proposed RMP/Final EIS in the **Federal Register.**

ADDRESSES: Copies of the Proposed RMP/Final EIS are available for public inspection at the BLM Winnemucca District Office, 5100 E Winnemucca Boulevard, Winnemucca, Nevada. Interested persons may also review the Proposed RMP/Final EIS on the Internet at *http://www.blm.gov/nv/st/en/fo/wfo/blm_information/rmp.html.* All protests must be in writing and mailed to one of the following addresses:

Regular Mail: BLM Director (210), Attention: Brenda Williams, P.O. Box 71383, Washington, DC 20024–1383.

Overnight Mail: BLM Director (210), Attention: Brenda Williams, 20 M Street SE., Room 2134LM, Washington, DC 20003.

FOR FURTHER INFORMATION CONTACT: Jeff Johnson, RMP Team Lead, telephone: 775–861–6420; address: 5100 E Winnemucca Boulevard, Winnemucca, NV 89445; email *wdrmp@blm.gov.* Persons who use a telecommunications device for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1–800–877–8339 to contact the above individual during normal business hours. The FIRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.

SUPPLEMENTARY INFORMATION: The Winnemucca District Proposed RMP would replace the existing 1982 Sonoma-Gerlach and Paradise-Denio Management Framework Plans and the 1999 Paradise-Denio and Sonoma-Gerlach Management Framework Plan-Lands Amendment. The Proposed RMP/Final EIS has been developed using a collaborative planning process. Collaboration included working with nine cooperating agencies, development of alternatives using a sub-group of the Sierra Front-Northwestern Great Basin Resource Advisory Council, input through coordination and consultation with Native American/tribal interests, and input based on public scoping and public comments received on the Draft Resource Management Plan/Draft Environmental Impact Statement. The Winnemucca District Proposed RMP decision area encompasses approximately 7.4 million acres of public land administered by the BLM in Humboldt, Pershing, and parts of Lander, Lyon, Churchill, and Washoe counties, Nevada. The Proposed RMP does not include decisions on private lands, State lands, Indian reservations, Federal lands administered by other agencies or lands within the District's Black Rock Desert-Highrock Canyon, Emigrant Trails National Conservation Area (NCA), except for administratively combining portions of two wild horse herd management areas into one herd management area. The NCA is managed in accordance with the 2004 Record of Decision and Resource Management Plan for the Black Rock Desert-High Rock Canyon Emigrant Trails National Conservation Area and Associated Wilderness, and other Contiguous Lands in Nevada.

The Winnemucca District Proposed RMP/Final EIS includes goals, objectives and management actions for protecting and preserving natural resources including wildlife habitat, sensitive and threatened or endangered species habitat, watersheds, and wild horses and burros. The Proposed RMP/Final EIS also addresses protection and preserving cultural resources, scenic values, lands with wilderness characteristics, National Historic Trails, and management of recreation. Multiple uses are addressed including: Management and forage allocations for livestock grazing; delineation of lands open, closed, or subject to special stipulations or mitigation measures relating to minerals; and management of lands and realty actions, including delineation of avoidance and exclusion areas applicable to rights-of-ways and land tenure adjustments. Recreation management includes designation of off-highway vehicle management areas. Three new areas of critical environmental concern (ACECs) are proposed. The ACECs are proposed to protect natural and cultural resource values and traditional Native American use areas. The proposed Pine Forest ACEC contains important wildlife habitat values including habitat for sensitive species. The proposed Raised Bog ACEC contains a unique floating bog that is useful for scientific research. The proposed Stillwater ACEC contains important cultural resources and many traditional Native American use areas including traditional cultural properties. Management direction to protect sensitive plant species is proposed for the existing Osgood Mountain Milkvetch ACEC.

The Proposed RMP/Final EIS analyzes four management alternatives. Alternative A is the No Action Alternative, which is the continuation of current management; Alternative B emphasizes resource use; Alternative C emphasizes preservation and protection of ecosystems and contains two options: Option 1 allows livestock grazing and option 2 does not allow livestock grazing; and Alternative D, which is the Proposed RMP and provides a balance between resource protection and resource use.

Alternative D has been modified from the proposed alternative D in the Draft RMP/EIS based on public comments and input from the Cooperating Agencies. The proposed RMP balances resource uses and environmental protection, best fulfills the BLM's statutory mission and responsibilities as required under FLPMA, and complies with the BLM planning regulations.

The Winnemucca District worked with nine cooperating agencies in the development of the Proposed RMP. The Cooperating Agencies are: U.S. Fish and Wildlife Service, U.S. Bureau of Reclamation, Nevada Department of Wildlife, Nevada Department of Agriculture, Humboldt County, Pershing County, Washoe County, City of Winnemucca, and the N–2 Grazing Board.

The BLM issued a *Notice of Intent to Prepare a Resource Management Plan*

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

AUG 30 2013

Honorable Ted Hernandez
Chairman, Wiyot Tribe
100 Wiyot Drive
Loleta, California 95551

Dear Chairman Hernandez:

On July 17, 2013, the Department of the Interior (Department) received the Class III Tribal-State Gaming Compact (Compact) between the Wiyot Tribe (Tribe) and the State of California (State), providing for the regulation of Class III gaming by the Tribe. The Compact regulates gaming because the Tribe agrees to not engage in gaming activities on its Indian lands.

We have completed our review of the Compact and we conclude that it does not violate the Indian Gaming Regulatory Act (IGRA), any other provision of Federal law that does not relate to jurisdiction over gaming on Indian lands, or the trust obligations of the United States to Indians. 25 U.S.C. § 2710(d)(8)(B). Therefore, pursuant to my delegated authority and Section 11 of IGRA, I approve the Compact. 25 U.S.C. § 2710(d)(8)(A). This Compact shall take effect when the notice of this approval is published in the Federal Register. 25 U.S.C. § 2710(d)(3)(B).

A similar letter is being sent to the Honorable Jerry Brown, Governor of the State of California

Sincerely,

Kevin K. Washburn
Assistant Secretary – Indian Affairs

Enclosure

RECEIVED
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Office of Indian Gaming

TRIBAL-STATE COMPACT

BETWEEN

THE STATE OF CALIFORNIA

AND

THE WIYOT TRIBE

RECEIVED
AS - IA
Office of Indian Gaming

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TRIBAL-STATE COMPACT BETWEEN THE STATE OF CALIFORNIA AND THE WIYOT TRIBE

The Wiyot Tribe ("Wiyot Tribe" or the "Tribe"), formerly known as the Table Bluff Reservation – Wiyot Tribe, California, a federally recognized Indian tribe, and the State of California (hereinafter the "State") enter into this tribal-state compact.

PREAMBLE

WHEREAS, the Wiyot Tribe and the State have conducted extensive negotiations concerning the Tribe's desire to conduct Class III Gaming on its existing lands in Humboldt County; and

WHEREAS, the State has concerns related to the potential environmental implications of a tribal gaming facility on the Tribe's lands, including concerns related to water quality, the prospect of a casino adjacent to the Humboldt Bay National Wildlife Refuge, the potentially negative aesthetic impact of a casino on Humboldt Bay, and the potential depletion of the aquifer supplying the Humboldt County area; and

WHEREAS, the Tribe has historically been a strong and active steward of its lands, wishes to continue to protect those lands, and is willing to agree not to engage in or authorize Gaming Activities on those lands if it can promote tribal economic development and self-sufficiency in another way; and

WHEREAS, to promote good relations between tribal, state, and local governments, enhance tribal economic development and self-sufficiency, protect the environment and the interests of the Tribe and the California public, and promote the purposes of the Indian Gaming Regulatory Act of 1988 ("IGRA"), the State and the Tribe have concluded this Compact, which provides for a fair payment to the Tribe in exchange for the Tribe's agreement to forgo Gaming Activities on its lands for the duration of this Compact; and

WHEREAS, the State and the Tribe recognize that this Compact is negotiated in the exercise of the Tribe's sovereignty; and

WHEREAS, the State and the Tribe agree that all terms of this Compact are binding and enforceable.

NOW, THEREFORE, the Wiyot Tribe and the State agree as set forth herein.

SECTION 1.0. PURPOSES AND OBJECTIVES

The terms of this Compact are designed to:

(a) Evidence the goodwill and cooperation of the Tribe and the State in fostering a mutually respectful government-to-government relationship that will serve their mutual interests;

(b) Provide the Tribe with a right to certain payments in exchange for its agreement, in the exercise of its sovereignty, to forgo the operation of Gaming Activities on its lands during the term of this Compact in such a fashion that protects the interests of the Tribe, its members, the State, its citizens, the environment, and local communities; and

(c) Enable the Tribe to promote tribal economic development and support its government and its governmental services and programs with the aforesaid payments.

SECTION 2.0. DEFINITIONS

Sec. 2.1. "Class III Gaming" means the forms of class III gaming defined in 25 U.S.C. § 2703(8) and by the regulations of the National Indian Gaming Commission.

Sec. 2.2. "Compact" means this compact between the Wiyot Tribe and the State.

Sec. 2.3. "Gaming Activity" or "Gaming Activities" means Class III Gaming activities.

Sec. 2.4. "Gaming Compact" means a compact authorizing a tribe to engage in Gaming Activities.

Sec. 2.5. "Gaming Device" means any slot machine within the meaning of article IV, section 19, subdivision (f) of the California Constitution. Each player station or terminal of a multi-player slot machine constitutes a separate Gaming Device, irrespective of whether it is part of an interconnected system to such terminals or stations. "Gaming Device" includes, but is not limited to, instant lottery game devices and video poker, but does not include electronic, computer or other technological aids that qualify as class II gaming (as defined under IGRA).

Sec. 2.6. "Gaming Operation" means the North Fork Tribe's business enterprise that offers and operates its Gaming Activities, whether exclusively or otherwise.

Sec. 2.7. "IGRA" means the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. § 1166 et seq. and 25 U.S.C. § 2701 et seq.), and any amendments thereto, as interpreted by all regulations promulgated thereunder.

Sec. 2.8. "Net Win" means drop, plus the redemption value of expired tickets, less fills, less payouts, less that portion of the Gaming Operation's payments to a third party wide area progressive jackpot system provider that is contributed only to the progressive jackpot amount.

Sec. 2.9. "NIGC" means the National Indian Gaming Commission.

Sec. 2.10. "North Fork Compact" means the Tribal-State Compact between the State of California and the North Fork Rancheria of Mono Indians of California.

Sec. 2.11. "North Fork Tribe" or "North Fork" means the North Fork Rancheria of Mono Indians of California, a federally recognized Indian tribe listed in the Federal Register as the North Fork Rancheria of Mono Indians of California.

Sec. 2.12. "Revenue Sharing Trust Fund for the Benefit of the Wiyot Tribe" or the "Wiyot Tribe Trust Fund" means the fund created by the California Legislature pursuant to the North Fork Compact and administered by the State Gaming Agency, as a limited trustee with no duties or obligations except as set forth in this Compact, for the receipt, deposit, and distribution of monies paid to the Wiyot Tribe.

Sec. 2.13. "State" means the State of California or an authorized official or agency thereof designated by this Compact or by the Governor.

Sec. 2.14. "State Designated Agency" means the entity or entities designated or to be designated by the Governor to exercise rights and fulfill responsibilities of the State established by this Compact.

Sec. 2.15. "State Gaming Agency" means the entities authorized to investigate, approve, regulate and license gaming pursuant to the Gambling Control Act (chapter 5 (commencing with section 19800) of division 8 of the Business and Professions Code), or any successor statutory scheme, and any entity or entities in which that authority may hereafter be vested.

Sec. 2.16. "Wiyot Tribe" or the "Tribe" means the Wiyot Tribe (formerly known until October 2, 2004, as the Table Bluff Reservation - Wiyot Tribe), a federally recognized Indian tribe, or an authorized official or agency thereof.

Sec. 2.17. "Tribal Chairperson" means the person duly elected under the Wiyot Tribe's Constitution to serve as the primary spokesperson for the Wiyot Tribe.

SECTION 3.0. RELINQUISHMENT OF RIGHT TO GAME

Sec. 3.1. Tribe's Agreement to Forgo Gaming Activities.

The Wiyot Tribe hereby agrees not to engage in, authorize, or permit Gaming Activities on its Indian lands in California during the term of this Compact in exchange for the payments provided to the Tribe pursuant to section 4.0 of this Compact.

Sec. 3.2. Conditions on Agreement to Forgo Gaming Activities.

(a) In the event that North Fork fails to receive final federal and State approval necessary to make the land specified in the North Fork Compact eligible for Class III Gaming by July 1, 2014, the Tribe may, at its sole option, terminate this Compact and request the State to negotiate a Gaming Compact; provided that nothing in this Compact shall compel the State to agree to such request or shall be deemed to waive or in any way affect any right of the State to challenge the Wiyot Tribe's assertion that it possesses lands eligible for Class III Gaming or that it is otherwise entitled to game on its lands. If a Gaming Compact is concluded between the Wiyot Tribe and the State following a request to negotiate under this subdivision, this Compact will be deemed terminated upon notice of federal approval of that Gaming Compact.

(b) If, pursuant to the dispute resolution process set forth in section 5.0, an arbitrator or judge determines that the State has failed to make good faith efforts to enforce North Fork's payment obligations for the benefit of the Wiyot Tribe, as provided in section 4.0 of this Compact, the Wiyot Tribe has the right, at its sole option, to terminate this Compact; provided that the State will only be found to have failed to make good faith efforts for purposes of this subdivision if it (i) fails to notify North Fork within thirty (30) days of North Fork's failure to make any payment due to the State for the benefit of the Wiyot Tribe as indicated in North Fork's Quarterly Net Win Contribution Report required by section 4.8, subdivision (b) of the North Fork Compact, within the time specified in the North Fork Compact, or (ii) secures neither payment nor a judgment in favor of payment of the outstanding amounts within two (2) years of North Fork's default in paying those amounts. For purposes of this subdivision, a default occurs if North Fork fails both (i) to make any payment due to the State for the benefit of the Wiyot Tribe within the time specified in the North Fork Compact, *and* (ii) to make that payment within thirty (30) days following the State's notice to North Fork of that failure (which notice the State may not unreasonably refuse to issue); provided that a default will not be deemed to occur on the basis of a

good faith dispute between the State and North Fork over the calculation of the Net Win upon which the payments for the benefit of the Wiyot Tribe are based pursuant to section 4.1. A default under this subdivision shall also occur if North Fork's payment obligation for the benefit of the Wiyot Tribe as provided in section 4.0 of this Compact is found by a federal or state court to be invalid, in whole or in part, and that court issues an order, decree, or injunction limiting North Fork's payment obligation for the benefit of the Wiyot Tribe as provided in section 4.0 of this Compact, which order, decree, or injunction remains in force for a period of more than ninety (90) days.

(c) The Wiyot Tribe also has the right, at its sole option, to terminate this Compact if: (i) the State Gaming Agency fails to remit to the Wiyot Tribe all monies received by the State Gaming Agency for the benefit of the Wiyot Tribe required pursuant to this Compact more than sixty (60) days following receipt as provided in section 4.2, subdivision (a) (unless the North Fork payment is made conditional upon a further dispute resolution process); (ii) the Wiyot Tribe has given, after the State Gaming Agency's failure to remit, thirty (30) days' prior written notice of the intention to terminate if payment is not made; *and* (iii) payment is not made within those thirty (30) days.

(d) In the event that the Wiyot Tribe terminates this Compact pursuant to subdivision (a), (b), or (c), it may request that the State negotiate a Gaming Compact; provided that nothing herein compels the State to agree to such request or shall be deemed to waive or in any way affect the State's right to challenge the Wiyot Tribe's assertion that it possesses lands eligible for gaming or that it is otherwise entitled to game on its lands.

(e) The Wiyot Tribe also has the right to terminate this Compact pursuant to the provisions of sections 6.2, subdivision (b), 7.2, 7.4 and 7.5 of this Compact.

SECTION 4.0. PAYMENTS TO THE WIYOT TRIBE

Sec. 4.1. Payment Schedule.

In consideration of the Wiyot Tribe's agreement to forgo Gaming Activities on its Indian lands for the duration of this Compact pursuant to section 3.0 of this Compact, the State has negotiated the following payments from North Fork for the benefit of the Wiyot Tribe in connection with the North Fork Compact, which payments are based on the following percentages of Net Win of the Gaming Devices operated pursuant to the North Fork Compact.

Annual Net Win of North Fork's Gaming Devices Pursuant to North Fork Compact	Percentage of Annual Net Win of Gaming Devices to be Paid to the Wiyot Tribe
$0-$100 million	2.5%
Over $100 to $200 million	3%
Over $200 million	3.5%

These payments shall be calculated as specified in the North Fork Compact, which provides that the payments for the benefit of the Wiyot Tribe shall be made quarterly to the State Gaming Agency, and that the specific percentage applied to the quarterly Net Win shall be determined by the cumulative total of the Net Win earned since the beginning of the calendar year. Thus, for instance, if the cumulative Net Win exceeds $100 million ($100,000,000) by the fourth quarter (but is less than $200 million ($200,000,000)), the percentage applied to the Net Win earned during that quarter would be two and one-half percent (2.5%) for the amounts earned in that quarter up to the cumulative $100 million ($100,000,000) total and three percent (3%) for the amounts in excess of $100 million ($100,000,000).

Sec. 4.2. Payments to the Wiyot Tribe from the State.

(a) The State Gaming Agency shall serve as trustee of the Revenue Sharing Trust Fund for the Benefit of the Wiyot Tribe ("Wiyot Tribe Trust Fund") but shall have no duties or obligations except as set forth

in this Compact and is not a trustee subject to the duties and liabilities contained in the California Probate Code, similar state or federal statutes, rules or regulations, or under state or federal common law or equitable principles. It shall receive, deposit, and distribute monies received from North Fork for the sole benefit of the Wiyot Tribe pursuant to the State's disbursement process and the schedule specified in section 4.1 of this Compact. The State Gaming Agency shall remit to the Tribe the quarterly payments referenced in section 4.1 of this Compact within sixty (60) days following their receipt from North Fork. If the Gaming Activities authorized by the North Fork Compact commence during a calendar quarter, the first payment shall not be due until the sixtieth day following the end of the first full quarter of the Gaming Activities authorized in the North Fork Compact and shall cover the period from the commencement of such Gaming Activities to the end of the first full calendar quarter.

(b) The State Gaming Agency's quarterly payments specified under subdivision (a) shall be accompanied by a copy of the certification the State Gaming Agency receives from North Fork that reflects the quarterly Net Win from the operation of Gaming Devices under the North Fork Compact in connection with the payments the State Gaming Agency receives from North Fork for the benefit of the Wiyot Tribe. That certification will be prepared by an authorized representative of North Fork and shall reflect the quarterly Net Win from Gaming Devices, the percentage(s) applied to this Net Win as specified in the North Fork Compact (which are the same as those specified in section 4.1 of this Compact), and the total amount of the quarterly payment to be paid to the benefit of the Wiyot Tribe; provided that the State Gaming Agency may decline to provide or may redact any or all information on the certification that does not relate to North Fork's Net Win on Gaming Devices or its payment for the benefit of the Wiyot Tribe.

(c) The State Gaming Agency shall submit to the Wiyot Tribe, no later than thirty (30) days following its receipt, a copy of any audited annual certification of North Fork's Net Win calculation from the operation of Gaming Devices; provided that the State Gaming Agency

may decline to provide or may redact any or all information that does not relate to North Fork's Net Win on Gaming Devices as relevant to its payments for the benefit of the Wiyot Tribe. If the audited annual certification of Net Win shows that North Fork made an overpayment to the State Gaming Agency for the benefit of the Wiyot Tribe during the year covered by the certification, the State Gaming Agency will reduce the next payment made to the Wiyot Tribe by the amount of the overage. Conversely, if the audited annual certification shows that North Fork made an underpayment to the State Gaming Agency for the benefit of the Wiyot Tribe during the year covered by the certification, the State will seek to recover the balance owing plus interest as provided in section 4.8 of the North Fork Compact, and if the State succeeds in recovering such amount for the benefit of the Wiyot Tribe, the Wiyot Tribe's next payment shall be increased by the amount owing pursuant to the North Fork Compact and section 4.1 of this Compact.

(d) Notwithstanding anything herein to the contrary, in the event of any dispute resolution process between the State and North Fork over the amounts owing under the North Fork Compact, the Wiyot Tribe will not be entitled to receive any amounts in dispute until the issuance of a final decision upon which no further review is allowed, and the State shall have no obligation to pay any interest on any amounts not yet received by the State Gaming Agency from North Fork.

(e) The State represents that the North Fork Compact provides that the State Gaming Agency has the right to audit the Net Win of North Fork's Gaming Devices.

(f) Any dispute over the amount of the quarterly payment owed to the Wiyot Tribe pursuant to this section shall be resolved by the dispute resolution process defined in section 5.0 of this Compact; provided that the State Gaming Agency is under no obligation to remit any payments to the Wiyot Tribe under this Compact other than those monies received from North Fork for the benefit of the Wiyot Tribe and monies from the Revenue Sharing Trust Fund as provided in section 4.4.

(g) In the event the Tribe terminates the Compact pursuant to sections 3.2, 6.2, subdivision (b), 7.4 or 7.5, or the State terminates the Compact pursuant to section 6.4, the Tribe will lose the right to receive the payments specified in this section 4.0, and any payment responsibilities of the State Gaming Agency and the State under this Compact or the ratifying legislation shall also be terminated. Nothing in this Compact, however, requires the Wiyot Tribe to repay any monies collected by the State Gaming Agency from North Fork for the benefit of the Wiyot Tribe under this Compact.

Sec. 4.3. Confidentiality of Documents.

The Tribe will exercise the utmost care in the preservation of the confidentiality of any and all information and documents received from the State Gaming Agency relating to the North Fork Compact, and will apply the highest standards of confidentiality provided under California law to preserve such information and documents from disclosure. In recognition of the sensitive nature of the audited annual certification of Net Win and other audit documents the Tribe shall receive pursuant to this Compact, the Tribe agrees to hold the State Gaming Agency and the State harmless and indemnify the State Gaming Agency and the State in connection with any failure by the Wiyot Tribe to maintain the confidentiality of the documents relating to the North Fork Compact. In order to effectuate this provision, the Wiyot Tribe agrees to a limited waiver of its right to assert sovereign immunity, as set forth in section 5.4 of this Compact, in connection with any action or proceeding arising out of or related to a failure to preserve the confidentiality of any and all information and documents received from the State Gaming Agency relating to the North Fork Tribe. To the extent reasonably feasible, the Tribe will consult with representatives of the State Gaming Agency prior to any disclosure of any documents received from the State Gaming Agency pursuant to this Compact, or of any documents compiled from such documents or from information received from the State Gaming Agency, including any disclosure compelled by judicial process, and in the case of any disclosure compelled by judicial process, will provide the State, the State Gaming Agency, and North Fork with immediate notice of any motion or application seeking disclosure, or order compelling disclosure, and a reasonable opportunity to

interpose an objection thereto with the court. Notwithstanding any other provision of California law, all information and records that the Tribe obtains pursuant to this Compact shall be, and remain, the property solely of North Fork or the State Gaming Agency, as the case may be.

Sec. 4.4. Revenue Sharing Trust Fund Payments.

Neither the existence of this Compact nor any of its provisions shall affect the Tribe's eligibility to receive distributions from the "Revenue Sharing Trust Fund" and the Tribal Nation Grant Fund that are funds created by the Legislature and administered by the State Gaming Agency, as limited trustee, with no duties or obligations hereunder except for the receipt, deposit, and distribution of monies paid by gaming tribes for the benefit of "Non-compact Tribes," "Non-Gaming Tribes" and "Limited-Gaming Tribes" as those terms are defined in the gaming tribes' Gaming Compacts, acting pursuant to the State's disbursement process. Notwithstanding anything to the contrary, the State Gaming Agency is not a trustee subject to the duties and liabilities contained in the California Probate Code, similar state or federal statutes, rules or regulations, or under state or federal common law or equitable principles.

Sec. 4.5. Use of Disbursements.

(a) The parties to this Compact make no representations as to the applicability of 25 U.S.C. § 2710(b)(2)(B) to the revenues to be received by the Tribe as a result of this Compact. Nonetheless, in order to achieve IGRA's goals, the Wiyot Tribe shall use the revenues received pursuant to section 4.0 of this Compact in accordance with federal law, but may not use more than fifty percent (50%) of those revenues in any year to make per capita payments to its tribal members.

(b) The Wiyot Tribe shall not use any revenues received pursuant to section 4.0 of this Compact to create or construct any facility for the purpose of engaging in class II gaming (as defined in IGRA) or Gaming Activities during the term of this Compact unless and until the Compact is terminated pursuant to sections 3.2, 6.2, 7.2, 7.4, or 7.5. The Tribe shall deposit all revenues received pursuant to section

4.0 of this Compact in a separate bank account or accounts, and shall provide the State Gaming Agency with a record of disbursements from the separate bank account or accounts in which the section 4.0 revenues have been deposited pursuant to this section on June 1st of every year during the term of this Compact.

Sec. 4.6. Claims Relating to the Trust Funds

The State and the Wiyot Tribe agree that the State Gaming Agency shall have no duty whatsoever to institute or defend any legal proceedings or any action at law or in equity that relates to the Wiyot Tribe Trust Fund, the Revenue Sharing Trust Fund, or the Tribal Nation Grant Fund (the "Trust Fund(s)"). The State Gaming Agency shall give written notice to the State and the Tribe as soon as is practicable upon learning of or being served with process for any such proceedings or action by an entity or person.

(a) If a claim is made upon State Gaming Agency or any of the Trust Funds by a third party, including intra-tribal disputes within the Wiyot Tribe, the State Gaming Agency, upon receiving notice of the dispute, may retain and hold all or any of the monies in the Trust Fund at issue, without liability to any person, including the Tribe, until that dispute is resolved either by (i) the mutual written agreement of the parties to the dispute or (ii) a final order, decree, or final judgment of a state or federal court (including any appeal). Alternatively, the State Gaming Agency may interplead the Trust Fund as appropriate; any interpleader action commenced by the State Gaming Agency shall name the State and the Wiyot Tribe as parties to that action. With respect to the interpleader action and the determination of claims made against the Trust Fund or any of them, the State and the Tribe waive their sovereign immunity only to the extent necessary to resolve such claims.

(b) In the event that any or all of the Trust Funds are retained and held or interpleaded pursuant to subdivision (a), the rights and interests of the Wiyot Tribe in and to those monies that were retained, held, or interpleaded shall survive the termination of this Compact. Upon

resolution of the dispute in accordance with the terms of subdivision (a), the State Gaming Agency or the court shall distribute the monies in compliance with (i) the mutual written agreement of the parties to the dispute or (ii) the final order, decree, or final judgment of the court (including any appeal).

SECTION 5.0. DISPUTE RESOLUTION PROVISIONS

Sec. 5.1. Voluntary Resolution.

In recognition of the government-to-government relationship of the Tribe and the State, the parties shall make their best efforts to resolve disputes that arise under this Compact by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the State shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of this Compact as follows:

(a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice by certified mail setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.

(b) The other party shall respond in writing to the facts and issue(s) set forth in the notice within fifteen (15) days of receipt of the notice, unless both parties agree in writing to an extension of time.

(c) The parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.

(d) If the dispute is not resolved to the satisfaction of the parties after the first meeting, either party may seek to have the dispute resolved by an arbitrator in accordance with this section 5.0, but neither party shall be required to agree to submit to arbitration.

(e) Disagreements that are not otherwise resolved by arbitration or other mutually agreed means may be resolved in the United States District Court in the judicial district where the Tribe's lands are located, or any state court of competent jurisdiction in Humboldt County. The disputes to be submitted to court action are only those that arise under this Compact or the termination thereof and may include, but are not limited to, claims for breach of this Compact, provided that the remedies expressly provided in section 5.4, subdivision (a)(ii) are the sole remedies available to either party for issues arising out of this Compact and, notwithstanding any other provision of law or this Compact, neither the State nor the Tribe shall be liable for damages or attorney fees in any action based in whole or part on the fact that the parties have either entered into this Compact, or have obligations under this Compact. The parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought.

(f) In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the State arising out of this Compact on the ground that the Tribe has failed to exhaust its state administrative remedies, and in no event may the State be precluded from pursuing any arbitration or judicial remedy against the Tribe arising out of this Compact on the ground that the State has failed to exhaust any tribal administrative remedies. Notwithstanding the foregoing or any other provision of law or this Compact, in no event may either party submit an issue or dispute to court action that has not been expressly raised in writing as required by subdivision (a).

Sec. 5.2. Arbitration Rules.

Unless otherwise specified in this Compact, arbitration shall be conducted before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and shall be held in the federal judicial district in which the Tribe's Indian lands are located at a location selected by the arbitrator. Each side shall initially bear one-half the costs and expenses of the American Arbitration Association and the arbitrator, but the arbitrator shall award the prevailing party its costs, including the costs of the American Arbitration Association and the arbitrator; however, the parties shall bear their own attorney fees. The provisions of section 1283.05 of the California Code of Civil Procedure shall apply, provided that no discovery authorized by that section may be conducted without leave of the arbitrator. The decision of the arbitrator shall be in writing, shall give reasons for the decision, and shall be binding. Judgment on the award may be entered in any federal or state court having jurisdiction thereof.

Sec. 5.3. No Waiver or Preclusion of Other Means of Dispute Resolution.

This section 5.0 may not be construed to waive, limit, or restrict any remedy to address issues not arising out of this Compact that is otherwise available to either party, nor may this section be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of Compact dispute resolution, including, but not limited to, mediation.

Sec. 5.4. Limited Waiver of Sovereign Immunity.

(a) For the purpose of actions or arbitrations brought pursuant to this section 5.0 and the enforcement of any judgment or award resulting therefrom, the State and the Tribe expressly waive their right to assert their sovereign immunity from suit and from enforcement of any ensuing judgment or arbitral award and to the arbitrator's jurisdiction and further consent to be sued in federal or state court, as the case may be, provided that (i) the dispute is limited solely to issues arising under this Compact, or the termination thereof; (ii) neither side makes any claim for monetary damages (except for payment of any money

from the State to the Wiyot Tribe specifically required by the terms of this Compact), provided, however, injunctive relief, specific performance, including enforcement of a provision of this Compact, and declaratory relief may be sought; and (iii) nothing herein shall be construed to constitute a waiver of the sovereign immunity of either the Tribe or the State with respect to any third party that is made a party or intervenes as a party to the action.

(b) In the event that intervention, joinder, or other participation by any additional party in any such action would result in the waiver of the Tribe's or the State's sovereign immunity as to that additional party, the waivers of either the Tribe or the State provided herein may be revoked, except that where joinder is required to preserve the court's jurisdiction or where North Fork is the additional party, the State and the Wiyot Tribe may not revoke their waivers of sovereign immunity as to each other.

(c) The waivers and consents provided for under this section 5.0 shall extend to all arbitrations and civil actions authorized by this Compact, including, but not limited to, proceedings to enforce any judgment, any arbitration proceeding, any action to confirm, modify, or vacate any arbitral award or to enforce any judgment therein, and any appellate proceedings emanating from any matter in which a waiver of sovereign immunity has been granted. Except as stated herein or elsewhere in this Compact, no other waivers or consents to be sued, either express or implied, are granted by either party.

SECTION 6.0. EFFECTIVE DATE AND TERM OF COMPACT

Sec. 6.1. Effective Date.

This Compact shall not be effective unless and until all of the following have occurred:

(a) This Compact is ratified in accordance with state law; and

(b) Notice of approval or constructive approval is published in the Federal Register as provided in 25 U.S.C. § 2710(d)(3)(B), unless either (i) the Secretary of the United States Department of the Interior ("Secretary") determines in writing that IGRA does not require such approval, or (ii) the Secretary otherwise determines in writing pursuant to 25 U.S.C. § 81 that such approval for this Compact is not required as a matter of law.

In the event that this Compact does not become effective due to the failure of any of the events described in this section, the Tribe retains any rights that it may currently possess with regard to requesting good faith negotiations with the State for a Gaming Compact pursuant to existing law.

Sec. 6.2. Term of Compact.

(a) Once effective, this Compact shall be in full force and effect for state and federal law purposes until December 31, 2033.

(b) Subject to the requirements of section 5.1, either party may bring an action in federal court, after providing a thirty (30)-day written notice of an opportunity to cure any alleged breach of this Compact, for a declaration that the other party has materially breached this Compact or that a material part of this Compact has been invalidated. Unless the declaration is stayed, upon issuance of such a declaration by the trial court, the complaining party may unilaterally terminate this Compact upon service of written notice on the other party. In the event a federal court determines that it lacks jurisdiction over such an action, the action may be brought in the Superior Court for Madera County. The parties expressly waive their immunity from suit for purposes of an action under this subdivision, subject to the qualifications stated in section 5.4.

(c) If this Compact does not take effect by July 1, 2014, it shall be deemed null and void unless the Tribe and the State agree in writing to extend that date.

Sec. 6.3. Termination by the Tribe.

Where this Compact authorizes the Wiyot Tribe to terminate this Compact, that termination may only be effectuated by means of written notice served on the Governor of the State pursuant to section 8.0.

Sec. 6.4. Termination by the State.

(a) In the event of any material change in the State's ability to comply with the terms of this Compact, the State may terminate this Compact upon ninety (90) days' written notice to the Tribe. State budget constraints, in and of themselves, shall not be deemed a material change in the State's ability to comply with the terms of this Compact.

(b) If the Wiyot Tribe breaches section 4.5 and fails to cure the breach within thirty (30) days of written notice thereof, the State shall deem this Compact to have terminated and that termination may only be effectuated by means of written notice served on the Tribe pursuant to section 8.0.

SECTION 7.0. AMENDMENTS; RENEGOTIATIONS

Sec. 7.1. Amendment by Agreement.

The terms and conditions of this Compact may be amended at any time by the mutual and written agreement of both parties during the term of this Compact set forth in section 6.2, subdivision (a), provided that each party voluntarily consents to such negotiations in writing. Any amendments to this Compact shall, upon approval by the Secretary of the Interior, if such approval is required by applicable law, be deemed to supersede, supplant and extinguish all previous understandings and agreements on the subject.

Sec. 7.2. Negotiations for a New Compact.

No sooner than eighteen (18) months before the termination date of this Compact set forth in section 6.2, subdivision (a), either party may request the other party to enter into negotiations to extend the term of this Compact. If the parties have not agreed to extend the term of this Compact by the termination date in section 6.2, subdivision (a), this Compact shall automatically terminate.

Any request by the Tribe to the State to negotiate a Gaming Compact shall be subject to the requirements of IGRA and any other applicable law, and the Tribe shall be deemed not to have waived any of its rights pursuant to existing law by virtue of having executed this Compact, except as specifically described in this Compact. Nothing in this Compact shall be deemed to waive or in any way affect the State's right to challenge the Wiyot Tribe's assertion that it possesses lands eligible for gaming or that it is otherwise entitled to game on its lands.

Sec. 7.3. Requests to Amend or to Negotiate a New Compact.

All requests to amend this Compact, to negotiate to extend the term of this Compact, or to negotiate for a Gaming Compact shall be in writing, addressed to the Tribal Chairperson or the Governor, as the case may be, and shall include the activities or circumstances to be negotiated, together with a statement of the basis supporting the request. If the request meets both the requirements of this section and section 7.1 for an amendment to this Compact, or the requirements of this section and section 7.2 for a Gaming Compact, and both parties agree in writing to negotiate, the parties shall confer promptly and determine within forty-five (45) days of the request a schedule for commencing negotiations, and both parties shall negotiate in good faith. The Tribal Chairperson and the Governor of the State are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

Sec. 7.4. Changes to State or Federal Law Affecting the Payments Received by the Tribe.

In the event the exclusive right of Indian tribes to operate Gaming Devices in California pursuant to article IV, section 19, subdivision (f) of the California Constitution is abrogated by amendment to the Constitution or by a final and dispositive California federal or state appellate judicial decision from which no further review can be granted, and another person, organization or entity (other than a federally recognized Indian tribe) thereafter operates Gaming Devices in the geographic market of North Fork as specified in the North Fork Compact, the Wiyot Tribe shall have the right to terminate this Compact by written notice.

Sec. 7.5. Amendment of North Fork Compact.

In the event the North Fork Compact with the State is amended to change the formula for making payments for the benefit of the Wiyot Tribe, including the percentages thereof, or otherwise abrogates or terminates the formula for payments, such that the payments to the Wiyot Tribe Trust Fund are reduced or eliminated, the Tribe shall have the right to terminate this Compact by written notice to the State at any time after such amendment to the North Fork Compact becomes effective.

SECTION 8.0. NOTICES

Unless otherwise indicated by this Compact, all notices required or authorized to be served shall be served by first-class mail at the following addresses, or to such other address as either party may designate by written notice to the other:

Governor
Governor's Office
State Capitol
Sacramento, California 95814

Tribal Chairperson
Wiyot Tribe
1000 Wiyot Drive
Loleta, California 95551

SECTION 9.0. MISCELLANEOUS

Sec. 9.1. Third Party Beneficiaries.

This Compact is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

Sec. 9.2. Complete Agreement.

This Compact sets forth the final, complete, and exclusive agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

Sec. 9.3. Construction.

Neither the presence in another tribal-state compact of language that is not included in this Compact, nor the absence in another tribal-state compact of language that is present in this Compact shall be a factor in construing the terms of this Compact.

Sec. 9.4. Successor Provisions.

Whenever this Compact makes reference to a specific statutory provision or set of rules, it also applies to said provision or rules as they may be amended from time to time, and any successor provision or set of rules.

Sec. 9.5. Representations.

(a) The Tribe expressly represents that as of the date of the undersigned's execution of this Compact, the undersigned has the authority to execute this Compact on behalf of the Wiyot Tribe, including any waiver of sovereign immunity and the right to assert sovereign immunity therein, and will provide written proof of such authority and of the ratification of this Compact by the tribal governing body to the Governor no later than thirty (30) days after the execution of this Compact by the undersigned.

(b) The Tribe further represents that it is (i) recognized as eligible by the Secretary of the U.S. Department of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii) recognized by the Secretary as possessing powers of self-government.

(c) In entering into this Compact, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into this Compact is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Compact through the undersigned. If the Tribe fails to timely provide written proof of the undersigned's authority to execute this Compact or written proof of ratification by the Tribe's governing body within thirty (30) days of its execution, the Governor shall have the right to declare this Compact null and void.

IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Wiyot Tribe.

STATE OF CALIFORNIA

By Edmund G. Brown Jr.
Governor of the State of California

Executed this 20th day of March, 2013
at Sacramento, California

THE WIYOT TRIBE

By Ted Hernandez
Chairman of the Wiyot Tribe

Executed this 11 day of march, 2013
at Sacramento, California

ATTEST:

Debra Bowen
Secretary of State, State of California

UNITED STATES DEPARTMENT OF THE INTERIOR

Kevin K. Washburn
Assistant Secretary – Indian Affairs

AUG 30 2013
Date

IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Wiyot Tribe.

STATE OF CALIFORNIA

By: Edmund G. Brown Jr.
Governor of the State of California

Executed this 20th day of August, 2013
at Sacramento, California

THE WIYOT TRIBE

By: Ted Hernandez
Chairman of the Wiyot Tribe

Executed this 12 day of August, 2013
at Sacramento, California

ATTEST:

Debra Bowen
Secretary of State, State of California

AUG 23 2013