



United States Department of the Interior

OFFICE OF THE SECRETARY

Washington, DC 20240

DEC 15 2017

The Honorable Greg Sarris
Chairman, Federated Indians of Graton Rancheria
6400 Redwood Drive, Suite 300
Rohnert Park, California 95928

Dear Chairman Sarris:

On October 5, 2017, the Department of the Interior (Department) received an Amendment to the Tribal-State Compact (2017 Amended Compact) between the State of California (State) and the Federated Indians of Graton Rancheria (Tribe).

Under the Indian Gaming Regulatory Act (IGRA), the Secretary of the Interior (Secretary) may approve or disapprove a proposed compact within 45 days of its submission. 25 U.S.C. § 2710 (d)(8). If the Secretary does not approve or disapprove the proposed compact within 45 days, IGRA states that the compact is considered approved by the Secretary, “but only to the extent the Compact is consistent with the provisions of [IGRA].” 25 U.S.C. § 2710 (d)(8)(C).

We undertook a thorough review of the 2017 Amended Compact and the additional materials submitted by the parties. We have taken no action within the prescribed 45-day review period. As a result, the 2017 Amended Compact is “considered to have been approved by the Secretary, but only to the extent [it] is consistent with the provisions of [IGRA].” 25 U.S.C. § 2710(d)(8)(C). The 2017 Amended Compact takes effect upon the publication of notice in the Federal Register pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B); 25 C.F.R. § 293.15.

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

Sincerely,

John Tahsuda
Principal Deputy Assistant Secretary – Indian Affairs
Exercising the Authority of the Assistant Secretary –
Indian Affairs

Enclosure

**AMENDMENT TO THE
TRIBAL-STATE GAMING COMPACT
BETWEEN
THE STATE OF CALIFORNIA
AND THE
FEDERATED INDIANS OF
GRATON RANCHERIA**

**AMENDMENT to the TRIBAL-STATE COMPACT
BETWEEN the STATE OF CALIFORNIA and the
FEDERATED INDIANS OF GRATON RANCHERIA**

The Federated Indians of Graton Rancheria (Tribe), a federally recognized Indian tribe listed in the Federal Register as the Federated Indians of Graton Rancheria, California, and the State of California (State) enter into this Amendment to the Tribal-State Compact Between the State of California and the Federated Indians of Graton Rancheria pursuant to the Indian Gaming Regulatory Act of 1988 (IGRA) and section 15.1 of the Tribal-State Compact Between the State of California and the Federated Indians of Graton Rancheria (2012 Compact).

PREAMBLE

WHEREAS, the Tribe consists of approximately 1,400 members of Coast Miwok and Southern Pomo descent; and

WHEREAS, in 1966, the federal government terminated its relationship with the Tribe pursuant to the California Rancheria Act of 1958 (Pub. L. 88-453) and transferred title to the lands known as the Graton Rancheria into private ownership; and

WHEREAS, in 2000, Congress restored federal recognition to the Tribe pursuant to the Graton Rancheria Restoration Act (Pub. L. 106-568, 25 U.S.C. § 1300n et seq.); and

WHEREAS, in 2010, the Bureau of Indian Affairs of the United States Department of the Interior accepted a 254 Acre Parcel into trust on behalf of the Tribe as the Tribe's reservation; and

WHEREAS, in 2012 the State and the Tribe completed negotiations for a compact that protects the interests of the Tribe and its members, the surrounding community, and the California public, and promotes and secures long-term stability, mutual respect, and mutual benefits; and

WHEREAS, the Tribe has opened and is currently operating a Gaming Facility on its reservation pursuant to the 2012 Compact; and

WHEREAS, section 15.1 of the 2012 Compact provides that it may be amended upon written agreement of both parties, and the parties agreed to negotiate regarding amending the 2012 Compact's provision regarding mandatory participation in the state workers' compensation program; and

WHEREAS, the State and the Tribe share an interest in creating a framework within which the Gaming Facility can operate successfully to generate revenue for essential government programs for tribal members while also ensuring that other interests, including an efficient and effective system to address the appropriate costs arising from employees who are injured or become sick while performing work-related duties, are also furthered; and

WHEREAS, the State and the Tribe share an interest in ensuring that the Tribe is entitled to offer only the forms of Class III Gaming that the State possesses the power to authorize or permit under the California Constitution; and

WHEREAS, the State and the Tribe recognize that this amendment is authorized and negotiated and shall take effect pursuant to IGRA; and

WHEREAS, the State and the Tribe agree that all terms of this amendment to the 2012 Compact (collectively, Amended Compact) are intended to be binding and enforceable.

NOW, THEREFORE, the Tribe and the State agree to amend the 2012 Compact as set forth herein:

Section 3.1, subdivision (c) of the 2012 Compact is repealed and is replaced as follows:

- (c) Nothing herein shall be construed to authorize or permit the operation of any Class III Gaming that the State lacks the power to authorize or permit under article IV, section 19, subdivision (f), of the California Constitution.

Section 12.6, subdivision (a) of the 2012 Compact is repealed and is replaced as follows:

- (a) Not later than the effective date of this Amended Compact, the Tribe will advise the State of its election to continue to participate in the State's statutory workers' compensation system as provided in subdivision (a)(1) below or, alternatively, will forward to the State all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standard set forth in subdivision (a)(2) below. The parties agree that independent contractors doing business with the Tribe are bound by and must comply with all state workers' compensation laws and obligations.
 - (1) The Tribe agrees that it will participate in the State's workers' compensation program with respect to employees employed at the Gaming Operation and the Gaming Facility. The workers' compensation program includes, but is not limited to, state laws relating to the securing of payment of compensation through one or more insurers duly authorized to write workers' compensation insurance in this state or through self-insurance as permitted under the State's workers' compensation laws. All disputes arising from the workers' compensation laws shall be heard by the Workers' Compensation Appeals Board pursuant to the California Labor Code. The Tribe hereby consents to the jurisdiction of the State Workers' Compensation Appeals Board and the courts of the State of California for purposes of enforcement.
 - (2) In lieu of participating in the State's statutory workers' compensation system, the Tribe may create and maintain a system that provides redress for Gaming Operation and Gaming Facility employees' work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, provision of up to ten

thousand dollars (\$10,000) in medical treatment for alleged injury until the date that liability for the claim is accepted or rejected, employee choice of physician (either after thirty (30) days from the date of the injury is reported or if a medical provider network has been established, within the medical provider network), quality and timely medical treatment provided comparable to the state's medical treatment utilization schedule, availability of an independent medical examination to resolve disagreements on appropriate treatment (by an Independent Medical Reviewer on the state's approved list, a Qualified Medical Evaluator on the state's approved list, or an Agreed Medical Examiner upon mutual agreement of the employer and employee), the right to notice, hearings before an independent tribunal, a means of enforcement against the employer, and benefits (including, but not limited to, disability, rehabilitation and return to work) comparable to those mandated for comparable employees under state law.

Section 18.3 of the 2012 Compact is repealed and is replaced as follows:

Sec. 18.3. Construction.

Neither the presence in another tribal-state Class III Gaming compact of language that is not included in this Amended Compact, nor the absence in another tribal-state Class III Gaming compact of language that is present in this Amended Compact shall be a factor in construing the terms of this Amended Compact. In the event of a dispute between the parties as to the language of this Amended Compact or the construction or meaning of any term hereof, this Amended Compact will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Amended Compact.

A new Section 18.8 is hereby added as follows:

Sec. 18.8. Representations.

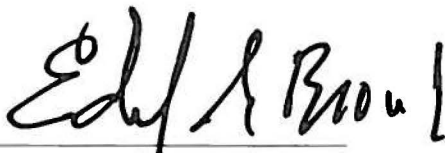
- (a) The Tribe expressly represents that as of the date of the undersigned's execution of this Amended Compact, the undersigned has the authority to execute this Amended Compact on behalf of the Tribe, including any waiver of sovereign immunity and the right to assert sovereign immunity therein, and will provide written proof of such authority and of the ratification of this Amended Compact by the tribal governing body to the Governor no later than thirty (30) days after the execution of this Amended Compact by the undersigned.
- (b) The Tribe further represents that it is (i) recognized as eligible by the Secretary 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 of the Interior as possessing powers of self-government.
- (c) In entering into this Amended Compact, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into the Amended Compact is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Amended Compact through the undersigned. If the Tribe fails to timely provide written proof of the undersigned's aforesaid authority to execute this Amended Compact or written proof of ratification by the Tribe's governing body, the Governor shall have the right to declare this Amended Compact null and void.

- (d) This Amended Compact shall not be presented to the California State Legislature for a ratification vote until the Tribe has provided the written proof required in subdivision (a) to the Governor.

IN WITNESS WHEREOF, the undersigned sign this Amendment to the Tribal-State Compact Between the State of California and the Federated Indians of Graton Rancheria on behalf of the State of California and the Federated Indians of Graton Rancheria.

STATE OF CALIFORNIA

FEDERATED INDIANS OF GRATON RANCHERIA



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



By Greg Sarris
Chairman of the Federated Indians of Graton Rancheria

Executed this 18th day of August, 2017, at Sacramento, California

Executed this 12th day of August, 2017, at Rohnert Park, California

ATTEST:



Alex Padilla
Secretary of State, State of California

