



United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

OCT 21 2016

The Honorable Thomas P. O'Rourke
Chairman, Yurok Tribe of the Yurok Reservation
190 Klamath Blvd
P.O. Box 1027
Klamath, California 95548

Dear Chairman O'Rourke:

On September 13, 2016, the Department of the Interior received the First Amendment to the Tribal-State Compact between the Yurok Tribe (Tribe) and the State of California (Amendment) providing for the regulation of class III gaming conducted by the Tribe.

We have completed our review of the Amendment and 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 Amendment. 25 U.S.C. § 2710(d)(8)(A). This Amendment 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,

Lawrence S. Roberts
Principal Deputy Assistant Secretary -
Indian Affairs

Enclosure

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We note that the Tribe's existing Compact, which is amended here, was deemed approved on November 2, 2007, but only to the extent the Compact is consistent with IGRA. 72 Fed. Reg. 62264 (Nov. 2, 2007). The approval of the amendments to Section 12.5 of the Compact here does not change that determination.

**FIRST AMENDMENT to the
TRIBAL-STATE GAMING COMPACT
Between the YUROK TRIBE
and the
STATE OF CALIFORNIA**

The Yurok Tribe, a federally recognized Indian tribe listed in the Federal Register as the Yurok Tribe of the Yurok Reservation, California (Tribe), and the State of California (State) enter into this amendment to the Tribal-State Gaming Compact Between the Yurok Tribe and the State of California entered into in 2006 (2006 Compact) pursuant to the Indian Gaming Regulatory Act of 1988 (IGRA), and section 15.1 of the 2006 Compact.

PREAMBLE

WHEREAS, the Tribe is the largest Indian tribe in California and originally and continuously inhabited lands along the Northern California Pacific Coast and the Klamath River past the confluence of the Trinity River; and

WHEREAS, the Tribe's current reservation was established in 1988, when the United States Congress enacted the Hoopa-Yurok Settlement Act; and

WHEREAS, the Tribe reacquired land in the Klamath Town Site by purchase from Del Norte County, which land was taken into federal trust and which is located within reservation boundaries and is thus Indian land eligible for Class III Gaming within the meaning of IGRA; and

WHEREAS, the Tribe has recently opened and is currently operating a Gaming Facility in the Klamath Town Site pursuant to the 2006 Compact;

WHEREAS, section 15.1 of the 2006 Compact provides that it may be amended upon written agreement of both parties, the parties agreed in writing to negotiate regarding amending the 2006 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;

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

Section 12.5, subdivision (a) of the 2006 Compact is repealed and is amended as follows:

- (a) Not later than the effective date of this amendment to the 2006 Compact, the Tribe will advise the State of its election to continue to participate in the statutory workers' compensation system as provided in subdivision (a)(1) below or, alternatively, 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 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 or 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. The parties agree that independent contractors doing business with the Tribe are bound by all state workers' compensation laws and obligations.
 - (2) In lieu of permitting the Gaming Operation to participate in the State's statutory workers' compensation system, the Tribe may create and maintain a system that provides redress for 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.

Representations

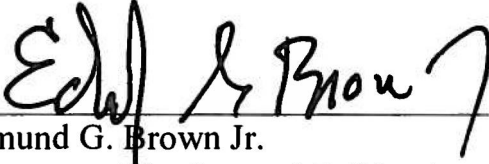
- (a) The Tribe expressly represents that as of the date of the undersigned's execution of this First Amendment to the Tribal-State Gaming Compact Between the Yurok Tribe and the State of California (First Amendment), the undersigned has the authority to execute this First Amendment on behalf of the 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 First Amendment by the tribal governing body to the Governor no later than thirty (30) days after the execution of this First Amendment 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 First Amendment, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into the First Amendment is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this First Amendment through the undersigned. If the Tribe fails to timely provide written proof of the undersigned's aforesaid authority to execute this First Amendment or written proof of ratification by the Tribe's governing body, the Governor shall have the right to declare this First Amendment null and void.
- (d) This First Amendment 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.

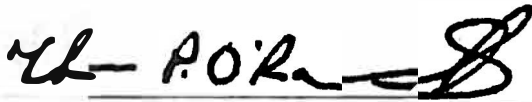
IN WITNESS WHEREOF, the undersigned sign this First Amendment to the Tribal-State Compact Between the State of California and the Yurok Tribe on behalf of the State of California and the Yurok Tribe.

STATE OF CALIFORNIA

YUROK TRIBE



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



 Thomas O'Rourke Sr.
 Chairperson of the Yurok Tribe

Executed this 4 day of August,
 2016, at Sacramento, California.

Executed this 19 day of JULY,
 2016, at KLAMATH,
 California.

ATTEST:



 Alex Padilla
 Secretary of State, State of California

