

**THIRD AMENDMENT TO 2008 MEMORANDUM OF AGREEMENT  
BETWEEN  
DRY CREEK RANCHERIA BAND OF POMO INDIANS  
AND  
COUNTY OF SONOMA, CALIFORNIA**

This Third Amendment ("Third Amendment") to the March 18, 2008 Memorandum of Agreement ("Agreement"), between the County of Sonoma (the "County") and the Dry Creek Rancheria Band of Pomo Indians (the "Tribe") (referred to herein collectively as "the Parties" and as to each as a "Party") shall become effective as set forth in paragraph 2 herein. The terms "County" and "Tribe" as used herein shall include the Parties' governmental entities, departments and officials unless otherwise stated. Capitalized terms that are not defined in this Third Amendment shall have the meanings ascribed to them in the Agreement, as interpreted, implemented, and modified under the 1) letter agreements of May 28, 2010, May 23, 2011, and July 12, 2012; 2) Amendment to Memorandum of Agreement Between Dry Creek Rancheria Band of Pomo Indians and County of Sonoma, California of September 2015; 3) Intergovernmental Mitigation Agreement Regarding the Alexander Valley Campground of September 2016; and 4) Second Amendment to Memorandum of Agreement of October 2017, (collectively with the Agreement, the "Amended MOA").

**RECITALS**

A. WHEREAS, the Tribe is a federally-recognized Indian Tribe located on federal trust lands known as the Dry Creek Rancheria ("Rancheria," as further defined in Section 3.36 of the Amended MOA), within the geographic boundaries of the County; and

B. WHEREAS, the County is a political subdivision of the State of California; and

C. WHEREAS, under the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701, et seq. ("IGRA"), and pursuant to the Tribal-State Compact ratified October 10, 1999, and noticed in the Federal Register May 16, 2000, the Tribe, through its governmental instrumentality known as the River Rock Entertainment Authority (the "Authority"), operates a Class III casino known as the River Rock Casino (the "Existing Casino," as further defined in Section 3.19 of the Amended MOA), and references to the Tribe in this Third Amendment include the Authority, where applicable; and

D. WHEREAS, the Tribe has a continuing desire to operate the Existing Casino and other Tribal economic development projects in a manner that benefits the Tribe, its members, and the community as a whole, and the County recognizes the mutual benefit that can be derived if those goals are achieved; and

E. WHEREAS, the County has a continuing desire to maintain effective mitigation measures for off-Reservation effects of on-Reservation activities because activities on Reservation lands are not subject to the discretionary land use approvals of the County yet can

affect the surrounding off-Reservation community, and the Tribe recognizes the mutual benefit that can be derived if those goals are achieved; and

F. WHEREAS, in recognition of those mutual benefits and other identified in the Amended MOA, pursuant to paragraph 7 of the Amendment to Memorandum of Agreement Between Dry Creek Rancheria Band of Pomo Indians and County of Sonoma, CA of September 2015, commencing in December 2016, the Tribe agreed to pay the County an Annual Payment of \$750,000 ("Baseline Amount") adjusted as necessary pursuant to paragraph 7 (b-e); and

G. WHEREAS, the Tribe has met its Annual Payment obligation to the County in full through December 2019; and

H. WHEREAS, on March 2, 2020, the County's Health Officer issued a Declaration of local health emergency for the County, declaring that the potential outbreak of a respiratory illness due to novel coronavirus, a disease now known as COVID-19, in the County is a threat to the public health within the County; and

I. WHEREAS, on March 4, 2020 California Governor Newsom proclaimed a State of Emergency for the State of California, and the County to prepare for and respond to impacts from COVID19, and on that same date the County's Board of Supervisors passed Resolution #20-0074 ratifying the declaration of a local health emergency due to the potential introduction of COVID-19 in the County, and ratifying proclamation of a local emergency due to the potential introduction of COVID-19 in the Sonoma County operational area; and

J. WHEREAS, in response to the State and local emergency, the Tribe made the decision to close the Existing Casino to the public on March 17, 2020 in order to protect the health and safety of the Existing Casino Tribe members, employees, guests, and the public; and

K. WHEREAS, on June 29, 2020 the Tribe re-opened the Existing Casino, but limited the public patronage to 35 % occupancy for health and safety concerns, and that has continued to the date of the execution of this Amendment; and

L. WHEREAS, the Tribe desires temporary relief from its annual payment obligation under the Amended MOA, beyond that which could be presently obtained by reliance on the Force Majeur provision of the Amended MOA due to the COVID-19 pandemic; and

M. WHEREAS, the County and Tribe recognize the uncertain nature of the COVID-19 pandemic; and

N. WHEREAS, the Tribe has formally requested the parties reopen negotiations of the Amended MOA;

O. WHEREAS, under the Amended MOA, the County is obligated to meet and confer with the Tribe in good faith regarding a request to reopen negotiations of the Amended MOA; and



P. WHEREAS, the Amended MOA by its present terms will expire on December 31, 2030, unless extended by agreement of the parties; and

Q. WHEREAS, the parties desire to provide a temporary waiver of the Tribe's Annual Payment obligation under the MOA for the years 2020 and 2021, in exchange for an extension of the current term of the of the Amended MOA commensurate with the two year waiver period, so that as extended the amended term would expire December 31, 2032; and

NOW, THEREFORE, pursuant to Sections 26.3 and 26.4, all necessary conditions of which the Parties acknowledge and agree have been fulfilled, the Parties agree as follows:

1. The foregoing recitals are incorporated herein as if set forth in full.
2. The Tribe's "Annual Payment," as defined in paragraphs 6 and 7 of the Amendment to Memorandum of Agreement Between Dry Creek Rancheria Band of Pomo Indians and County of Sonoma, CA of September 2015, commencing in December 2016, is hereby waived for the Annual Payments due to the County on December 15, 2020 and December 15, 2021.
3. Section 3.42 of the Amended MOA, "Term" is hereby amended by replacing, "December 31, 2030," with "December 31, 2032." All other provisions of Section 3.42 shall remain the same.
4. All other provisions of the Amended MOA shall remain the same.
5. This Third Amendment shall become effective immediately upon the date of the last required signature hereof.

IN WITNESS WHEREOF, the Parties hereby execute and enter into this Third Amendment to the Memorandum of Agreement Between the Dry Creek Rancheria Band of Pomo Indians and the County of Sonoma, dated March 18, 2008, as interpreted, implemented, and modified under the 1) letter agreements of May 28, 2010, May 23, 2011, and July 12, 2012; 2) Amendment to Memorandum of Agreement Between Dry Creek Rancheria Band of Pomo Indians and County of Sonoma, California of September 2015; 3) Intergovernmental Mitigation Agreement Regarding the Alexander Valley Campground of September 2016; and 4) Second Amendment to Memorandum of Agreement of October 2017, and with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

Date: 3/25/2021

DRY CREEK RANCHERIA BAND  
OF POMO INDIANS

By: 

Chris Wright, Tribal Chairperson  
Dry Creek Rancheria Band of Pomo Indians

Date: 3/30/2021

ATTEST:

Margie Rojas  
Tribal Secretary

Date: 3/30/2021

APPROVED AS TO FORM:  
Rosette, LLP-Attorneys at Law

By: Michelle La Pena  
Michelle La Pena, Counsel for  
Dry Creek Rancheria Band of Pomo Indians

Date: \_\_\_\_\_

COUNTY OF SONOMA

By: \_\_\_\_\_  
Lynda Hopkins, Chairperson  
Sonoma County Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
ROBERT PITTMAN, County Counsel

By: \_\_\_\_\_  
Holly E. Rickett, Deputy County Counsel