



# TRIBAL-STATE COMPACT FOR CLASS III GAMING

*Between the*

**Hoh Indian Tribe**

*and the*

**State of Washington**

expenses, with supporting documentation, on a quarterly basis to the Tribal Gaming Agency. The Tribe shall reimburse the State Gaming Agency within thirty (30) days after the receipt of the statement of costs and expenses. Any dispute arising under this subsection shall be resolved pursuant to Section XII.C of this Compact.

#### **XIV. PUBLIC HEALTH AND SAFETY**

A. **Compliance.** For the purposes of this Compact, the Tribal Gaming Operation shall comply with and enforce standards no less stringent than the following with respect to public health and safety:

- Indian Health Service public health standards;
- All Federal laws establishing minimum standards for environmental protection;
- EPA program standards and NEPA requirements;
- Federal water quality and safe drinking water standards;
- Uniform Building Code, including codes for electrical, fire and plumbing;
- Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements; and
- Tribal Codes regarding public health, safety and environmental protection standards.

B. **Emergency Service Accessibility.** The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.

C. **Community Impact Mitigation.**

1. The Tribe recognizes that activities directly and indirectly associated with the operation of the Gaming Facility of the Hoh Indian Reservation may affect surrounding local law enforcement agencies, emergency services and other agencies. The Tribe hereby agrees to establish a fund for purposes of providing assistance to local agencies affected by the Class III Gaming Operation based on documented costs. The Tribe shall withhold and disburse 2.0% of the Net Win from the Class III Gaming Operation excluding satellite wagering activities, for this fund ("Impact Mitigation Funds"). No funds shall be disbursed from the Impact Mitigation Fund until Memoranda of Understanding ("MOU") are adopted, as provided in Section XIV.C.2 of this Compact, stipulating appropriate relationships between the Tribe and agencies receiving funds. A committee (requiring 2/3rds vote) consisting of two representatives of the Hoh Tribal Council; the Hoh Tribal Police Chief; the Jefferson County Sheriff; a representative from the City of Forks; an elected representative from the County of Jefferson; a representative from the County of Clallam; a representative of the State Gaming Agency; and a member at large to be chosen by the committee, shall be established. The makeup of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall initially establish set factors to be used to determine negative impacts, if any, to Jefferson and Clallam Counties and the neighboring City of Forks. The committee shall meet at least annually to discuss the following: 1) Impacts within the county, neighboring cities, and on the Hoh Reservation; 2) services provided by Tribal

and other agencies; and 3) the distribution of the Impact Mitigation Fund. No Class II gaming revenues, satellite wagering revenues, or non-gaming revenues such as, but not limited to food, beverage, wholesale or retail sales, shall be included within the 2.0% budgeted or disbursed as set forth in this Section XIV.C.

2. Within six (6) months of the date of final approval of this Compact, the Tribal and the Jefferson County Sheriff's Office shall enter into a Memorandum of Understanding (MOU) delineating the governmental relationships and responsibilities both on and off the Hoh Reservation with respect to the remediation of impacts on law enforcement. Provided the Tribe and the Jefferson County Sheriff's Office enter into an MOU, fifty percent (50%) of the 2.0% Impact Mitigation Fund shall be disbursed to the Jefferson County Sheriff's Office. The remainder of the funds shall be disbursed to the other affected jurisdictions pursuant to a separate MOU. In the event that the parties are unable to enter into such an MOU(s) then, except as set forth below, the Impact Mitigation Fund shall be placed in an interest bearing escrow account(s) which have not been disbursed to any jurisdiction, those funds shall be immediately disbursed by agreement of a committee made up of the Tribal Chairman, the Chair of the County Board of Commissioners and the Director of the State Gaming Agency or its designee. Thereafter, a new escrow account(s) shall be opened for each succeeding twelve (12) month period.
  3. Impact Mitigation sums designated for distribution shall be paid within thirty (30) days following the end of each quarter (January 30, April 30, July 30, and October 30), following the opening of the Class III Gaming Facility to the public and the execution of appropriate MOU(s).
  4. The MOU(s) shall provide that except for the fifty percent (50%) allocation to the Jefferson County Sheriff's Office, which shall be used to provide additional law enforcement officers to assist the Hoh Indian Tribal Police, may be re-evaluated after a two year period.
  5. At any time after one year from the opening of the Class III Gaming Facility, or from time to time thereafter, either the State Gaming Agency or the Tribal Gaming Agency may request a re-evaluation, and possible reduction of, the Impact Mitigation payments based on fewer than anticipated impacts. In the event the State and the Tribal Gaming Agencies mutually agree, the Impact Mitigation Fund shall be reduced at that time.
- D. Community Relations. Upon written request of any adjacent local government, the Tribe and/or the Tribal Gaming Agency shall meet and discuss with such government any concerns regarding the impact of the Class III Gaming Operation upon the neighboring communities.
- E. Alcoholic Beverage Service. Standards for alcohol service within the Gaming Facility shall be subject to applicable law.



**JAMESTOWN S'KLALLAM TRIBE**

**TRIBAL - STATE COMPACT  
FOR CLASS III GAMING**

*Between the*

**Jamestown S'Klallam Tribe**

*and the*

**State of Washington**

- All Federal laws establishing minimum standards for environmental protection.
- Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements.
- Federal water quality and safe drinking water standards.
- Uniform Building Code, including codes for electrical, fire and plumbing.
- Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements.
- Tribal Codes regarding public health, safety and environmental protection standards.

(b) Community Contribution

(1) The Jamestown S'Klallam Tribe recognizes that activities directly and indirectly associated with the operation of gaming facilities on Jamestown S'Klallam Tribal Lands will likely impact surrounding local law enforcement agencies and place an increased burden on them. It is important to the Tribe and the State that adequate law enforcement resources are available to ensure that enforcement concerns related in whole or in part to the gaming operation are adequately and appropriately addressed. The Tribe hereby agrees to establish a fund for purposes of providing assistance to local law enforcement agencies, emergency services and/or other service agencies impacted by the Class III Gaming Facility and to withhold and disburse at least 2.0% of the net win from the Class III gaming operation for this fund ("community

contribution"). County law enforcement shall be the first priority for distribution of the community contribution funds in an amount up to one-half of the total monies available for distribution.

(2) A committee consisting of a representative of the Tribal Council; a representative from the county in which the gaming facility is located; and a representative of the State Gaming Agency shall be established. The makeup of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall meet at least annually to discuss impacts within the county and on the Reservation. No Class II gaming revenues or non-gaming revenues such as food, beverage, wholesale or retail sales, shall be included within the 2.0% budgeted and disbursed as set forth in this Section III.C.3(b).

(3) Within six (6) months of the date of final approval of this Compact, the Tribe and all local jurisdictions potentially impacted shall enter into a Memorandum or Memoranda of Understanding (MOU) delineating the anticipated governmental relationships and responsibilities both on and off Reservation with respect to the utilization of the community contribution. In the event that the parties shall be unable to enter into such a MOU(s) then the community contribution shall be placed in an interest bearing escrow account(s) pending the execution of such agreements. The Tribe shall be entitled to any interest earned on such funds unless it is subsequently determined, under the provisions of Section XII, that the Tribe acted unreasonably in refusing to sign such agreements.

(4) The community contribution shall be paid within thirty (30) days following the end of each quarter (January 30, April 30, July 30, and October 30), following the opening of the Class III gaming facility to the public.

(5) The MOU(s) shall provide that the committee may adjust annually the allocation of the community contribution to meet the impacts associated with Class III gaming by the Tribe.

(6) At any time after one year from the opening of the Class III gaming facility, or from time to time thereafter, either the State Gaming Agency or the Tribal Gaming Agency may request a reevaluation, and possible adjustment of the community contribution based upon impacts being different than anticipated. In the event the State and Tribal Gaming Agencies mutually agree, the community contribution shall be adjusted at that time.

(7) In the event of the creation of an escrow account(s), either the State Gaming Agency or the Tribe shall be entitled to invoke the alternative dispute resolution procedures of Section XII. The determination of the arbitrator shall be binding on all parties, including the local governments, and the MOU terms as determined by the arbitrator shall be approved and executed by all parties. Upon execution, the community contribution shall be disbursed.

(c) Forms of Payment

All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe, including the purchase of chips or tokens for use in wagering, shall be made by cash, cash equivalent, personal check, or credit card. The Tribal gaming



**Tribal-State Compact  
For Class III Gaming**

*Between the*

**Confederated Tribes and Bands of the  
Yakama Indian Nation**

*and the*

**State of Washington**

E. Method of Collection and Payment to Washington State Council on Problem Gambling. Any civil fines collected by the State Gaming Agency or the Tribal Gaming Agency pursuant to the provisions of this Compact shall be disbursed at the end of each fiscal year to the Washington State Council on Problem Gambling, a bona fide nonprofit organization, provided that the organization offers some program which takes affirmative steps to reach the Indian community in Washington State. In the event the Washington State Council on Problem Gambling does not have such an Indian program, or ceases to exist, or substantially changes its purpose, then the parties agree to meet and in good faith designate an alternative recipient bona fide nonprofit organization whose primary purposes are related to addressing the ills of compulsive or problem gambling within the State, the Yakama Indian Reservation and the neighboring communities. Provided, in the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

### **SECTION XIII - TRIBAL REIMBURSEMENT FOR EXPENSES INCURRED BY THE STATE GAMING AGENCY**

The Nation shall reimburse the State Gaming Agency for all reasonable costs and expenses actually incurred by the State Gaming Agency in carrying out its responsibilities as authorized under the provisions of this Compact. Reimbursement shall be made for monitoring, investigative, and processing costs. With regard to administrative actions, reimbursement shall be made to the extent that costs incurred exceed the certification fees received. The State shall submit a verified, detailed statement with supporting documentation on a quarterly basis to the Tribal Gaming Agency. The Nation shall reimburse the State Gaming Agency within thirty (30) days after the receipt of the statement of expenses. The method of reimbursement shall be on an hourly rate basis that is reasonable and consistent with that charged to other Class III gaming facilities in the state or, if mutually agreed upon by the parties, on an alternate payment rate basis. In the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

### **SECTION XIV - PUBLIC HEALTH AND SAFETY**

A. Compliance. For the purposes of this Compact the Gaming Operation shall comply with and enforce standards no less stringent than the following with respect to public health and safety:

1. Indian Health Service public health standards;
2. All Federal laws establishing minimum standards for environmental protection;
3. Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements;
4. Federal water quality and safe drinking water standards;
5. Uniform Building Code, including codes for electrical, fire and plumbing;
6. Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements; and
7. Yakama Nation Laws regarding public health, safety and environmental protection standards.

B. Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.

**C. Community Contribution.**

1. The Nation recognizes that activities directly and indirectly associated with the operation of Gaming Facilities may impact surrounding local law enforcement agencies and other services and place an increased burden on them. The Nation hereby agrees to establish a fund for purposes of providing assistance to law enforcement, emergency services and/or service agencies (including those agencies responsible for traffic and transportation) impacted by the Class III Gaming Facility and to withhold and disburse 2.0% of the Net Win from the Class III Gaming Operation, except as otherwise excluded under the provisions of this Compact, for this fund ("Community Contribution"). A committee consisting of a representative designated by the Tribal Council; a representative designated by the Tribal Gaming Agency; a representative from the county in which the facility is located; a representative from the City of Yakima; a representative from the City of Wapato or the City of Toppenish, depending upon which is located closer to the Gaming Facility; and a representative of the State Gaming Agency shall be established. The composition of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall meet at least annually to discuss impacts within the county and on the Reservation. No Class II gaming revenues, satellite wagering revenues, "non-profit gaming table" revenues, or non-gaming revenues shall be included with the 2.0% budgeted and disbursed as set forth in this Section.

2. Within six (6) months of the date of opening of the Gaming Operation under this Compact, the Nation and all local jurisdictions potentially impacted shall meet to discuss impacts and the execution of a Memorandum of Understanding (MOU) delineating the anticipated governmental relationships and responsibilities both on and off Reservation with respect to the utilization of the Community Contribution. In the event that the parties are unable to enter into such a MOU, except as set forth below, the Community Contribution shall be placed in an interest bearing escrow account(s) pending the execution of such an agreement. The Nation shall be entitled to any interest earned on such funds unless it is subsequently determined, under the provisions of Section XII.C, that the Nation acted unreasonably in refusing to sign such an agreement.

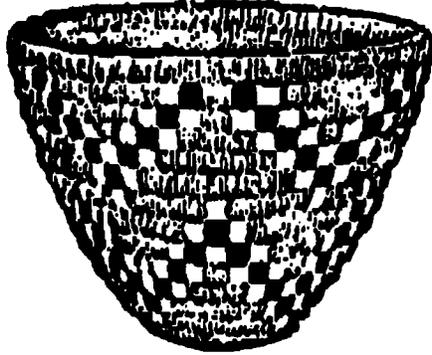
3. The Community Contribution shall be paid within thirty (30) days following the signing of the MOU, and thereafter within thirty (30) days following the end of each quarter.

4. The MOU shall provide that the committee may adjust annually the allocation of the Community Contribution to meet the impacts associated with the Nation's Class III gaming.

5. At any time after one year from the opening of the Class III Gaming Facility, either the State or the Tribal Gaming Agency may request a reevaluation, and possible reduction of, the Community Contribution based on fewer than anticipated impacts. In the event the State and Tribal Gaming Agencies mutually agree, the Community Contribution shall be reduced at that time.

6. In the event of the creation of an escrow account(s), either the State Gaming Agency or the Nation shall be entitled to invoke the alternative dispute resolution procedures of Section XII.C above. The determination of the arbitrator shall be binding on all parties, including the local governments and agencies, and the MOU terms as determined by the arbitrator shall be approved and executed by all parties. Upon execution, the Community Contribution shall be disbursed.

**D. Community Relations.** The Tribal Gaming Agency agrees to be available to meet and discuss with neighboring communities any concerns regarding the impact of the Class III Gaming Operation upon the neighboring communities.



**CONFEDERATED TRIBES OF THE  
CHEHALIS RESERVATION**

**TRIBAL - STATE COMPACT  
FOR CLASS III GAMING**

*Between the*

**Confederated Tribes of  
the Chehalis Reservation**

*and the*

**State of Washington**

#### XIV. PUBLIC HEALTH AND SAFETY

A. Compliance. For the purposes of this Compact the Tribal Gaming Operation shall comply with and enforce standards no less stringent than the following with respect to public health and safety:

Indian Health Service public health standards.

All Federal laws establishing minimum standards for environmental protection.

Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements.

Federal water quality and safe drinking water standards.

Uniform Building Code, including codes for electrical, fire and plumbing.

Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements.

Tribal Codes regarding public health, safety and environmental protection standards.

B. Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.

C. Community Contribution.

1. The Tribe recognizes that activities directly and indirectly associated with the operation of the Gaming Facility on Chehalis Tribal Lands may impact surrounding Local Law Enforcement Agencies, emergency services and other agencies and place an increased burden on them. The Tribe hereby agrees to establish a fund for purposes of providing assistance to Local Law Enforcement Agencies, emergency services and/or other service agencies impacted by the Class III Gaming Facility and to withhold and disburse at

least 2.0% of the Net Win from the Class III Gaming Operation for this fund ("Community Contribution"). A committee (majority rule) consisting of a representative of the Chehalis Business Committee; a representative from the county in which the Gaming Facility is located; and a representative of the State Gaming Agency shall be established. The makeup of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall meet at least annually to discuss impacts within the county and on the Reservation. No Class II gaming revenues or non-gaming revenues such as but not limited to food, beverage, wholesale or retail sales, shall be included within the 2.0% budgeted and disbursed as set forth in this Section XIV.C.

2. Within six (6) months of the date of final approval of this Compact, the Tribe and all local jurisdictions potentially impacted shall enter into a Memorandum or Memoranda of Understanding (MOU) delineating the anticipated governmental relationships and responsibilities both on and off Reservation with respect to the utilization of the Community Contribution. In the event that the parties shall be unable to enter into such a MOU(s) then, except as set forth below, the Community Contribution shall be placed in an interest bearing escrow account(s) pending the execution of such agreements. The Tribe shall be entitled to any interest earned on such funds unless it is subsequently determined, under the provisions of Section XII.C, that the Tribe acted unreasonably in refusing to sign such agreements.

3. The Community Contribution shall be paid within thirty (30) days following the end of each quarter (January 30,

April 30, July 30, and October 30), following the opening of the Class III Gaming Facility to the public.

4. The MOU(s) shall provide that the committee may adjust annually the allocation of the Community Contribution to meet the impacts associated with Class III gaming by the Tribe.

5. At any time after one year from the opening of the Class III Gaming Facility, or from time to time thereafter, either the State Gaming Agency or the Tribal Gaming Agency may request a reevaluation, and possible reduction of, the Community Contribution based on fewer than anticipated impacts. In the event the State and the Tribal Gaming Agencies mutually agree, the Community Contribution shall be reduced at that time.

6. In the event of the creation of an escrow account(s), either the State Gaming Agency or the Tribe shall be entitled to invoke the alternative dispute resolution procedures of Section XII.C above. The determination of the arbitrator shall be binding on all parties, including the local governments, and the MOU terms as determined by the arbitrator shall be approved and executed by all parties. Upon execution, the Community Contribution shall be disbursed.

D. Community Relations. The Tribal Gaming Agency agrees to be available to meet and discuss with neighboring communities any concerns regarding the impact of the Class III Gaming Operation upon the neighboring communities.

E. Alcoholic Beverage Service. Standards for alcohol service shall be subject to applicable law.



**LOWER ELWHA KLALLAM TRIBE**

**TRIBAL - STATE COMPACT  
FOR CLASS III GAMING**

*Between the*

**Lower Elwha Klallam Tribe**

*and the*

**State of Washington**

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event the Washington State Council on Problem Gambling ceases to exist or substantially changes its purpose, then the parties agree to meet and in good faith designate a successor recipient bona fide nonprofit organization whose primary purposes are related to addressing the ills of compulsive and/or problem gambling within the State, Lower Elwha Klallam Tribal Lands and neighboring communities. Provided, in the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

**XIII. TRIBAL REIMBURSEMENT FOR EXPENSES INCURRED BY THE  
STATE GAMING AGENCY**

The Tribe shall reimburse the State Gaming Agency for all reasonable costs and expenses actually incurred by the State Gaming Agency in carrying out its responsibilities as authorized under the provisions of this Compact. Reimbursement shall be made for monitoring, investigative, and processing costs. With regard to administrative actions, reimbursement shall be made to the extent that costs incurred exceed the certification fees received. The State shall submit a verified, detailed statement with supporting documentation on a quarterly basis to the Tribal Gaming Agency. The Tribe shall reimburse the State Gaming Agency within thirty (30) days after the receipt of the statement of expenses. In the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

**XIV. PUBLIC HEALTH AND SAFETY**

A. Compliance. For the purposes of this Compact the Tribal Gaming Operation shall comply with and enforce standards no less

stringent than the following with respect to public health and safety:

Indian Health Service public health standards.

All Federal laws establishing minimum standards for environmental protection.

Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements.

Federal water quality and safe drinking water standards.

Uniform Building Code, including codes for electrical, fire and plumbing.

Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements.

Tribal Codes regarding public health, safety and environmental protection standards.

B. Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.

C. Community Contribution.

1. The Tribe recognizes that activities directly and indirectly associated with the operation of the Gaming Facility on Lower Elwha Klallam Tribal Lands may impact surrounding Local Law Enforcement Agencies, emergency services and other agencies and place an increased burden on them. The Tribe hereby agrees to establish a fund for purposes of providing assistance to Local Law Enforcement Agencies, emergency services and/or other service agencies impacted by the Class III Gaming Facility and to withhold and disburse at least 2.0% of the Net Win from the Class III Gaming Operation for this fund ("Community Contribution"). A committee with six (6) votes (majority rule) shall be established consisting

of two representatives of the Lower Elwha Klallam Business Committee; two representatives of the State Gaming Agency; and two representatives from the county in which the Gaming Facility is located, of which one representative is chosen by the County Sheriff, and one representative is chosen by the County Commissioners. Provided, that the Tribal Business Committee and the State Gaming Agency may each choose to be represented by only one person, in which case that representative would be entitled to two votes on the committee. The makeup of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall meet at least annually to discuss impacts within the county and on the Reservation. No Class II gaming revenues or non-gaming revenues such as but not limited to food, beverage, wholesale or retail sales, shall be included within the 2.0% budgeted and disbursed as set forth in this Section XIV.C.

2. Within six (6) months of the date of final approval of this Compact, the Tribe and all local jurisdictions potentially impacted shall enter into a Memorandum or Memoranda of Understanding (MOU) delineating the anticipated governmental relationships and responsibilities both on and off Reservation with respect to the utilization of the Community Contribution. In the event that the parties shall be unable to enter into such a MOU(s) then, except as set forth below, the Community Contribution shall be placed in an interest bearing escrow account(s) pending the execution of such agreements. The Tribe shall be entitled to any interest earned on such funds unless it is subsequently determined,

under the provisions of Section XII.C, that the Tribe acted unreasonably in refusing to sign such agreements.

3. The Community Contribution shall be paid within thirty (30) days following the end of each quarter (January 30, April 30, July 30, and October 30), following the opening of the Class III Gaming Facility to the public.

4. The MOU(s) shall provide that the committee may adjust annually the allocation of the Community Contribution to meet the impacts associated with Class III gaming by the Tribe.

5. At any time after one year from the opening of the Class III Gaming Facility, or from time to time thereafter, either the State Gaming Agency or the Tribal Gaming Agency may request a reevaluation, and possible reduction of, the Community Contribution based on fewer than anticipated impacts. In the event the State and the Tribal Gaming Agencies mutually agree, the Community Contribution shall be reduced at that time.

6. In the event of the creation of an escrow account(s), either the State Gaming Agency or the Tribe shall be entitled to invoke the alternative dispute resolution procedures of Section XII.C above. The determination of the arbitrator shall be binding on all parties, including the local governments, and the MOU terms as determined by the arbitrator shall be approved and executed by all parties. Upon execution, the Community Contribution shall be disbursed.

D. Community Relations. The Tribal Gaming Agency agrees to be available to meet and discuss with neighboring communities any concerns regarding the impact of the Class III Gaming Operation upon the neighboring communities.

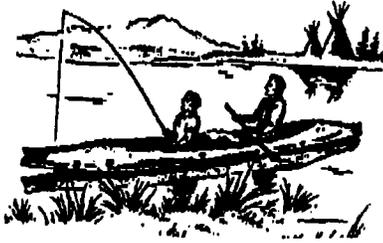
E. Alcoholic Beverage Service. Standards for alcohol service shall be subject to applicable law.

**XV. AMENDMENTS, DURATION AND EFFECTIVE DATE**

A. Effective Date. This Compact shall constitute the agreement between the State and the Tribe pursuant to I.G.R.A. and shall be amendable and modified only under provisions of the Compact. This Compact shall take effect upon publication of notice of approval by the U.S. Secretary of the Interior in the Federal Register in accordance with 25 USC §2710(d)(3)(B).

B. Voluntary Termination. Once effective, this Compact shall be in effect until terminated by the written agreement of both parties. Provided, should the Tribe wish to cease Class III Gaming Operations, the Tribe may unilaterally terminate this Compact by submitting written notice sixty (60) days prior to the date of termination to the Governor of the State of Washington. Provided, State jurisdiction under this Compact shall continue until the completion of any pending investigation or court action. Suspension or injunction of Class III Gaming Operations shall not constitute termination for the purpose of this sub-section.

C. Other Termination - Change of State Law. If the laws of the State authorizing the activities set forth herein as Class III gaming activities are repealed prohibiting such gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of the Compact providing for such gaming would not be authorized and continued operation of such gaming would constitute a violation of the Compact and the State



**KALISPEL TRIBE OF INDIANS**



**TRIBAL-STATE COMPACT  
FOR CLASS III GAMING**

**Between the**

**Kalispel Tribe of Indians**

**and the**

**State of Washington**

All penalties listed in this subsection 3(a) through (d) will be charged and monitored on a per-violation basis on an annual basis per violator dating from the issuance of the written warning. Provided, during the first six (6) months of actual operation of the Class III Gaming Operation only written warnings will be issued.

- E. Method of Assessment and Payment to Washington State Council on Problem Gambling. Any civil fines assessed by the State Gaming Agency or the Tribal Gaming Agency pursuant to the provisions of this Compact shall be paid within 30 days of assessment to the Washington State Council on Problem Gambling, a bona fide nonprofit organization, provided that the organization offers some program which takes affirmative steps to reach the Indian community in Washington State. In the event the Washington State Council on Problem Gambling does not have such an Indian program, or ceases to exist, or substantially changes its purpose, then the parties agree to meet and in good faith designate an alternative recipient bona fide nonprofit organization whose primary purposes are related to addressing the ills of compulsive or problem gambling within the State, the Tribe and the neighboring communities. Provided, in the event a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

### **XIII. TRIBAL REIMBURSEMENT OF REGULATORY FEES AND EXPENSES INCURRED BY THE STATE GAMING AGENCY**

The Tribe shall reimburse the State Gaming Agency for all reasonable costs and expenses actually incurred by the State Gaming Agency in carrying out its responsibilities as authorized under the provisions of this Compact. Reimbursement shall be made for monitoring, investigative, and processing costs. With regard to administrative actions, reimbursement shall be made to the extent that costs incurred exceed the certification fees received. The State shall submit a verified, detailed statement with supporting documentation on a quarterly basis to the Tribal Gaming Agency. The Tribe shall reimburse the State Gaming Agency within thirty (30) days after the receipt of the statement of expenses. The method of reimbursement shall be on an hourly rate basis that is reasonable and consistent with that charged to other Class III gaming facilities in the state or, if mutually agreed upon by the parties, on an alternate payment rate basis, as set forth in a Memorandum of Understanding. If the Tribe disputes the State's costs, the Tribe shall pay no less than 50% of such fees to the State Gaming Agency and deposit the remaining 50% into an escrow account that is restricted until such dispute is resolved. In the event such a dispute arises, it will be resolved pursuant to Section XII.C of this Compact.

### **XIV - PUBLIC HEALTH AND SAFETY**

- A. Compliance. For the purposes of this Compact the Gaming Operation shall comply with and enforce standards no less stringent than the following with respect to public health and safety:
1. Indian Health Service public health standards;

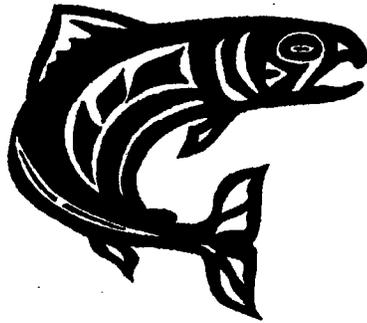
2. All Federal laws establishing minimum standards for environmental protection;
  3. Applicable Environmental Protection Agency program standards and Tribal Environmental Policy Act requirements;
  4. Federal water quality and safe drinking water standards;
  5. Uniform Building Code, including codes for electrical, fire and plumbing;
  6. Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements; and
  7. Kalispel Tribe's Laws regarding public health, safety and environmental protection standards.
- B. Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.
- C. Impact Mitigation Fund.
1. The Tribe recognizes that activities directly and indirectly associated with the operation of the Gaming Facility on the Kalispel Indian Reservation may impact local law enforcement agencies, emergency services, and other services and place an increased burden on them. The Tribe hereby agrees to establish a fund for purposes of providing assistance to law enforcement, emergency services, and/or service agencies (including those agencies responsible for traffic and transportation) impacted by the Class III Gaming Facility and to withhold and disburse 2.0% of the Net Win from the Class III Gaming Operation, except as otherwise excluded under the provisions of this Compact, for this fund (Impact Mitigation Fund). A committee consisting of two representatives of the Kalispel Tribe of Indians; an elected representative from the City of Airway Heights; a member of the Spokane County Commission; and a representative of the State Gaming Agency; shall be established. The composition of this committee may be altered by mutual agreement of the Tribe and State Gaming Agency, if necessary. The committee shall initially meet within 120 days of the Gaming Facility opening to develop and execute a Memorandum of Understanding containing committee rules of order, Impact Mitigation Fund distribution procedures, and establish set factors to be used to determine negative impacts. The committee shall meet at least once every twelve (12) months to discuss the following: 1) positive and negative impacts within the county, neighboring cities, and on the Kalispel Indian Reservation; 2) services provided by the Tribal and other agencies; and 3) the distribution of the Impact Mitigation Fund. If the committee determines that the impact mitigation distribution does not meet or exceed the 2% withholding, the remaining funds shall be distributed by the Committee as follows: 50% to the Kalispel Tribe of Indians Police Department, other community needs or any combination thereof, and 50% to be applied towards and the State's regulatory

costs and expenses, as set forth in Section XIII, to the Tribal Gaming Agency, or any combination thereof. No Class II gaming revenues, satellite wagering revenues, "non-profit gaming table" revenues, or non-gaming revenues, such as, but not limited to, food beverage, wholesale or retail sales, shall be included with the 2.0% budgeted and disbursed as set forth in this Section.

2. The recipients of the Impact Mitigation Fund shall be paid within thirty (30) days following the meeting of the committee.
  3. The Tribe has entered into a separate Memorandum of Understanding (MOU) with the City of Airway Heights which provides for mitigation of impacts in addition to the above impact mitigation provisions. The State is not a party to said MOU and the provisions of the MOU are not enforceable under the terms of this Compact.
- D. Community Relations. The Tribal Gaming Agency agrees to be available to meet and discuss with neighboring communities any concerns regarding the impact of the Class III Gaming Operation upon the neighboring communities.
- E. Alcoholic Beverage Service. Standards for alcohol service within the Gaming Facility shall be subject to applicable law.

#### XV - AMENDMENTS, DURATION AND EFFECTIVE DATE

- A. Effective Date. This Compact shall constitute the agreement between the State and the Tribe pursuant to IGRA and shall be amenable and modified only under provisions of the Compact. This Compact shall take effect upon publication of notice of approval by the U.S. Secretary of the Interior in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B).
- B. Voluntary Termination. Once effective, this Compact shall be in effect until terminated by the written agreement of both parties. Provided, should the Tribe wish to cease Class III gaming operations, the Tribe may unilaterally terminate this Compact by submitting written notice sixty (60) days prior to the date of termination to the Governor of the State of Washington. Provided, State jurisdiction under this Compact shall continue until the completion of any pending investigation or court action. Suspension or injunction of Class III gaming operations shall not constitute termination for the purpose of this subsection.
- C. Other Termination - Change of State Law. If the laws of the State authorizing the activities set forth herein as Class III gaming activities are repealed prohibiting such gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of the Compact providing for such gaming would not be authorized and continued operation of such gaming would constitute a violation of the Compact and the State may bring an action in Federal District Court pursuant to 25 U.S.C. § 2710(d)(7)(A)(ii).



**TRIBAL-STATE COMPACT  
FOR CLASS III GAMING**

**Between the**

**Stillaguamish Tribe of Indians**

**and the**

**State of Washington**

determine negative impacts. The committee shall meet at least once every twelve (12) months to discuss the following: 1) positive and negative impacts within the county, neighboring cities, and on the Stillaguamish Indian Reservation; 2) services provided by the Tribal and other agencies; and 3) the distribution of the Impact Mitigation Fund. If the committee determines that the impact mitigation distribution does not meet or exceed the 2% withholding, the remaining funds shall be distributed by the Committee as follows: 50% to the Stillaguamish Tribe for the purposes of law enforcement, other community needs or any combination thereof, and 50% to be applied towards and the State's regulatory costs and expenses, as set forth in Section XIII, to the Tribal Gaming Agency, or any combination thereof. No Class II gaming revenues, satellite wagering revenues, "non-profit gaming table" revenues, or non-gaming revenues, such as, but not limited to, food, beverage, wholesale or retail sales, shall be included with the 2.0% budgeted and disbursed as set forth in this Section.

2. The recipients of the Impact Mitigation Fund shall be paid within thirty (30) days following the final meeting of the committee each year.

D. Community Relations. The Tribal Gaming Agency agrees to be available to meet and discuss with neighboring communities any concerns regarding the impact of the Class III Gaming Operation upon the neighboring communities.

E. Alcoholic Beverage Service. Standards for alcohol service within the Gaming Facility shall be subject to applicable law.

#### XV - AMENDMENTS, DURATION AND EFFECTIVE DATE

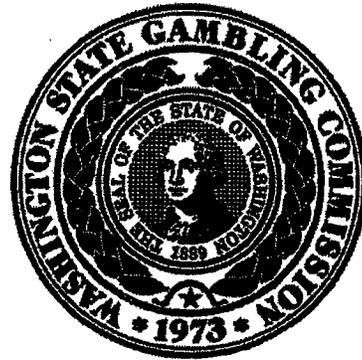
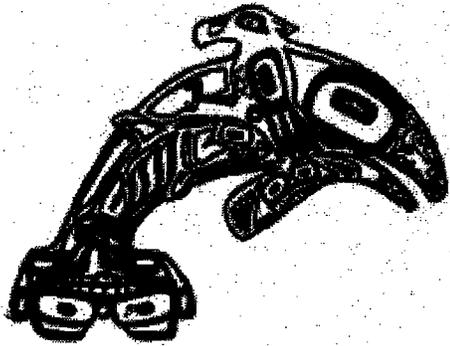
A. Effective Date. This Compact shall constitute the agreement between the State and the Tribe pursuant to IGRA and shall be amendable and modified only under provisions of the Compact. This Compact shall take effect upon publication of notice of approval by the U.S. Secretary of the Interior in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B).

B. Voluntary Termination. Once effective, this Compact shall be in effect until terminated by the written agreement of both parties. Provided, should the Tribe wish to cease Class III gaming operations, the Tribe may unilaterally terminate this Compact by submitting written notice sixty (60) days prior to the date of termination to the Governor of the State of Washington. Provided, State jurisdiction under this Compact shall continue until the completion of any pending investigation or court action. Suspension or injunction of Class III gaming operations shall not constitute termination for the purpose of this sub-section.

C. Other Termination - Change of State Law. If the laws of the State authorizing the activities set forth herein as Class III gaming activities are repealed prohibiting such gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of the Compact

#### XIV - PUBLIC HEALTH AND SAFETY

- A. Compliance. For the purposes of this Compact the Gaming Operation shall comply with and enforce standards no less stringent than the following with respect to public health and safety:
1. Indian Health Service public health standards;
  2. All Federal laws establishing minimum standards for environmental protection;
  3. Applicable Environmental Protection Agency program standards and Tribal Environmental Policy Act requirements;
  4. Federal water quality and safe drinking water standards;
  5. Uniform Building Code, including codes for electrical, fire and plumbing;
  6. Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements; and
  7. Stillaguamish Tribal laws regarding public health, safety and environmental protection standards.
- B. Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.
- C. Impact Mitigation Fund.
1. The Tribe recognizes that activities directly and indirectly associated with the operation of the Gaming Facility on the Stillaguamish Indian Reservation may impact local law enforcement agencies, emergency services, and other services and place an increased burden on them. The Tribe hereby agrees to establish a fund for purposes of providing assistance to law enforcement, emergency services, and/or service agencies (including those agencies responsible for traffic and transportation) impacted by the Class III Gaming Facility and to withhold and disburse 2.0% of the Net Win from the Class III Gaming Operation, except as otherwise excluded under the provisions of this Compact, for this fund (Impact Mitigation Fund). A committee consisting of two representatives of the Stillaguamish Tribe; a representative designated by the City of Arlington; a representative designated by the Snohomish County Commission; and a representative of the State Gaming Agency; shall be established. The composition of this committee may be altered by mutual agreement of the Tribe and State Gaming Agency, if necessary. The committee shall initially meet within 120 days of the Gaming Facility opening to develop and execute a Memorandum of Understanding containing committee rules of order, Impact Mitigation Fund distribution procedures, and establish set factors to be used to



**TRIBAL-STATE COMPACT  
FOR CLASS III GAMING**

**Between the**

**Squaxin Island Tribe**

**and the**

**State of Washington**

A. Compliance. For the purposes of this Compact the Tribal gaming operation shall comply with and enforce standards no less stringent than the following with respect to public health and safety:

- Indian Health Service public health standards;
- All Federal laws establishing minimum standards for environmental protection;
- Applicable Environmental Protection Agency program standards and National Environmental Policy Act requirements;
- Federal water quality and safe drinking water standards;
- Uniform Building Code, including codes for electrical, fire and plumbing;
- Public health standards for food and beverage handling in accordance with U.S. Public Health Service requirements; and
- Squaxin Island Tribal Codes regarding public health, safety and environmental protection standards.

B. Emergency Service Accessibility. The Tribal Gaming Agency shall make provisions for adequate emergency accessibility and service.

C. Community and Enforcement Impact Contribution. The Squaxin Island Tribe provides a police department and tribal court system to enforce criminal law and order codes against Squaxin Island tribal members and civil administrative codes against all persons within the Tribe's jurisdiction. The Tribe recognizes that adequate enforcement and the availability of support services and assistance is critical to the safe operation of the gaming activities and that activities directly and indirectly associated with the operation of gaming facilities on the Squaxin Island Reservation may impact surrounding local law enforcement and other local governmental service agencies, and place an increased burden on them. To that end, the Tribe hereby agrees to establish a fund for purpose of providing assistance to non-tribal local law enforcement, emergency services and/or other local governmental service agencies (including those agencies responsible for traffic and transportation) impacted by the Class III gaming facility and to withhold and disburse 2.0% of the Net Win from Class III gaming operation, with the exclusion of the satellite wagering activities, for this fund ("Community Contribution"). Further, the Tribe shall, on a quarterly basis beginning no more than three months from the date the facility opens to the public, distribute this fund to non-tribal local law enforcement and local governmental service agencies materially impacted by the Class III gaming operation. Distributions from the fund shall be paid within forty-five (45) days following the end of each quarter (January 31, April 30, July 31, and October 31), beginning with the end of the first quarter following the date the facility opens to the public, and quarterly thereafter. These funds shall be shared by all non-tribal local law enforcement and local governmental service agencies materially impacted by the gaming operation based on evidence of impacts presented by each agency; provided, however, the first priority for the distribution of this fund will be to the Mason County Sheriff in an amount sufficient to cover the cost of monitoring, routine patrol and response services. The Mason County Sheriff shall receive directly from the fund an amount sufficient to cover the expenses for any additional staffing required, including salary, benefits, training and vehicle costs.

A committee consisting of two (2) representatives of the Squaxin Island Tribal Government; a representative from Mason County; and a representative of the State Gaming Agency shall be established. The composition of this committee may be altered by mutual agreement of the Tribal and State Gaming Agencies, if necessary. The committee shall meet at least annually to discuss impacts within the county and on the Reservation, the level of services provided, use of the funds, and to determine the distribution of the funds. Within six (6) months of the date of final approval of this Compact and annually thereafter, the Tribe and any impacted local service agencies seeking funds from the Community Contribution shall enter into a Memorandum or Memoranda of Understanding (MOU) delineating the anticipated governmental relationships, responsibilities, services to be provided during the following year, and utilization of the funds. The MOU(s) will prioritize the disbursements to mitigate off-reservation impacts and may include enforcement protocol or other similar agreements. The MOU(s) shall also provide that the committee may adjust annually the funds distributed to meet the impacts associated with Class III gaming. In the event of a dispute that cannot be resolved by agreement of the parties, either the State Gaming Agency or the Tribe may seek resolution through the arbitration provisions of Section XII.C of this Compact. The determination of the arbitrator shall be binding on all parties, including local government agencies. The MOU terms as determined by the arbitrator shall be promptly executed by the parties, and the funds disbursed. No Class II gaming revenues, satellite wagering revenues, or non-gaming revenues shall be included with the 2.0% budgeted and disbursed as set forth in this Section.

D. Community Relations. The Tribal Gaming Agency agrees to be available to meet and discuss with neighboring communities any concerns regarding the impact of the Class III gaming operation upon the neighboring communities.

E. Alcoholic Beverage Service. Standards for alcohol service shall be subject to applicable law.

## **XV. AMENDMENTS, DURATION AND EFFECTIVE DATE**

A. Effective Date. This Compact shall constitute the agreement between the State and the Tribe pursuant to IGRA and shall be amendable and modified only under provisions of the Compact. This Compact or any amendment shall take effect upon publication of notice of approval by the U.S. Secretary of the Interior in the Federal Register in accordance with 25 USC §2710(d)(3)(B).

B. Voluntary Termination. Once effective, this Compact shall be in effect until terminated by the written agreement of both parties. Provided, should the Tribe wish to cease Class III gaming operations, the Tribe may unilaterally terminate this Compact by submitting written notice sixty (60) days prior to the date of termination to the Governor of the State of Washington. Provided, State jurisdiction under this Compact shall continue until the completion of any pending investigation or court action. Suspension or injunction of Class III gaming operations shall not constitute termination for the purpose of this sub-section.

C. Other Termination - Change of State Law. If the laws of the State authorizing the activities set forth herein as Class III gaming activities are repealed prohibiting such gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of the Compact providing for such gaming would not be authorized and continued operation of such gaming would constitute a violation of the Compact and the State may bring an action in Federal District Court pursuant to 25 USC §2710 (d)(7)(A)(ii).