The Honorable W. Ron Allen  
Chairman, Jamestown S'Klallam Tribe  
1033 Old Blyn Highway  
Sequim, Washington 98382

Dear Chairman Allen:

On August 8, 2017, we received from the Jamestown S'Klallam Tribe (Tribe) and the State of Washington (State) a copy of the Sixth Amendment to the Tribal-State Compact (Amendment) for Class III Gaming between the Tribe and the State. The Amendment supersedes and replaces the previous Compact.

Decision

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.\(^1\) Therefore, pursuant to my delegated authority and section 11 of IGRA, I approve the Amendment.\(^2\) This Amendment shall take effect when the notice of this approval is published in the *Federal Register*.\(^3\)

Analysis

We initially had concerns about section VI (A)(4) of the Amendment, which provides that, "[i]f Class II and Class III Gaming activities are combined in a Gaming area in a Gaming Facility ... the Class II Gaming Employees in such area shall be registered with the State Gaming Agency as if they were Class III Gaming Employees." This provision appears to permit State intrusion into the regulation of Class II gaming by requiring the Tribe to register Class II gaming employees with the State along with its Class III gaming employees if those employees work in areas where both Class II and Class III gaming activities are conducted.

The IGRA reserves the exercise of regulatory authority over Class II gaming exclusively to tribes and the National Indian Gaming Commission.\(^4\) Nothing in IGRA or its legislative history indicates that Congress intended to allow gaming compacts to expand state regulatory authority over tribal activities that are not directly related to the operation of Class III gaming.\(^5\)

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A close reading of the Amendment, however, reveals that the Tribe's licensing requirements for Class III gaming employees are more stringent than the State's. Moreover, section VI(B)(6)(c) provides that the Tribe ultimately controls all licensing decisions. We therefore concur with the Tribe that any potential for State intrusion into Class II gaming activities would be incidental, at best, and not impair the Tribe's and the National Indian Gaming Commission's exclusive regulatory authority under IGRA.

A similar letter will be sent to Honorable W. Ron Allen, Chairman Jamestown S'Klallam Tribe.

Sincerely

Michael S. Black
Acting Assistant Secretary-Indian Affairs

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6 For example, the Tribe's licensing requirements provide that Tribal Gaming Agency may consider juvenile convictions in a suitability determination. Amendment at§ VI(B)(f)(e).

7 "The State Gaming Agency will work with the Tribal Gaming Agency when determining a person may be unqualified for Gaming Employee Registration and may list specific objections if they find a person unqualified however, the Tribe will make the final decision whether to issue a license or continue employment of the person."
SIXTH AMENDMENT TO THE TRIBAL-STATE COMPACT
FOR CLASS III GAMING BETWEEN
THE JAMESTOWN S'KLALLAM TRIBE AND THE STATE OF
WASHINGTON

INTRODUCTION

The JAMESTOWN S'KLALLAM TRIBE (hereafter "Tribe") and the STATE OF
WASHINGTON (hereafter "State") entered into a Class III gaming compact (hereafter
"Compact") on February 19, 1993, pursuant to the Indian Gaming Regulatory Act or 1988
(hereafter "IGRA"). At the request of the Tribe, the Tribe and State subsequently entered into
negotiations for further amendments to the Compact. This document represents the parties'
agreement to supersede the original Compact as previously amended in its entirety. The parties
believe the conduct of Class III gaming under the terms and conditions set forth below will,
from a regulatory perspective, benefit the Tribe and the State and protect members of the Tribe
and citizens of the State consistent with the objectives of IGRA.

COMPACT AMENDMENT

This Class III Tribal-State Gaming Compact and its appendices supersedes the original Tribal-
State Gaming Compact entered on February 19, 1993, as amended, in its entirety.

IN WITNESS WHEREOF, the Jamestown S'Klallam Tribe and the State of Washington have
executed this Sixth Amendment to the Compact.

THE JAMESTOWN S'KLALLAM TRIBE

BY: W. RON ALLEN
Chairman, Jamestown S'Klallam Tribe

DATED: 7/24/2017

STATE OF WASHINGTON

BY: VICKY INSLEE
Governor

DATED: 7/28/17
TRIBAL – STATE COMPACT
FOR CLASS III GAMING

BETWEEN THE
Jamestown S’Klallam Tribe

AND THE
State of Washington
Jamestown S'Klallam Tribe - State of Washington
Class III Gaming Compact

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INTRODUCTION


INTENT STATEMENT

This Class III Tribal-State Gaming Compact supersedes the original Tribal-State Gaming Compact entered on February 19, 1993, as amended, and is hereby stated as set forth below and pursuant to the appendices attached hereto.

PARTIES

This Class III Tribal-State Gaming Compact is made and entered into by and between the Jamestown S'Klallam Tribe (hereafter Tribe), a federally recognized Indian Tribe, possessed of all sovereign powers and rights thereto pertaining and the State of Washington (hereafter State), a sovereign state of the United States, with all rights and powers thereto pertaining.

RECITALS

An understanding of the unique nature and characteristics of the Tribe and its people as well as the location of the Tribal Lands provided the background against which the Tribe and the State negotiated this Compact to govern the conduct of Class III Gaming on Tribal Lands.

A. The Tribe has a unique history that is reflected in its current outlook, successes and approach to new opportunities. The Tribe's history is permeated with the theme of self-determination and self-reliance. In 1855, the Tribe entered the Treaty of Point No Point (Treaty). In the late 1800's the Tribe resisted pressure from the federal government to move to the Lower Elwha or the Skokomish Reservation. To preserve their cultural and community independence they raised $500 and, as a community, purchased 500 acres of land on Dungeness Bay, in an area now known as Jamestown. The intense belief in self-determination has directed the decisions and actions of the community and the Tribal government.

'The "RECITALS" section of this Compact was prepared by the Tribe as an introduction to the Tribe and its governmental process. However, the State has no independent basis for verifying the facts contained within the RECITALS.
B. The Tribe obtained federal recognition in 1981, resulting in the acknowledgement of the Tribe's Treaty rights and the authority to operate and negotiate as a sovereign in government to government settings. During the recognition process, the Tribal community worked to crystallize the goals and visions for their government and community. The outcome of this process was the development of a clear strategic plan and documentation of the community's goals.

C. The Tribe confronts a unique situation regarding land acquisition. When the Tribe received federal recognition a reservation was not established for the Tribe and its citizens. All land owned by the Tribe has been purchased by the Tribe since 1983. When the Tribe was recognized in 1981, the Federal Government also recognized the need for the Tribe to have a process for identifying and acquiring land, and having it declared as reservation land. Without an existing land base or reservation, a suitable method for land conversion was necessary.

D. Through a five year process involving agency, area and central offices of the Bureau of Indian Affairs (BIA) and the Department of the Interior, input from local governments and other Indian tribes, the BIA Portland Area Director approved a land consolidation plan for the Tribe, under authority delegated to him by the Secretary of the Interior. The Tribe is the only Tribe in Washington State authorized to identify land sites to be converted into reservation status under the terms of a land consolidation plan. This plan identified areas of cultural, historical, environmental and economic development interest. The consolidation plan area extends roughly from Port Angeles to Sequim Bay, to Port Townsend and to Brinnon.

E. The Jamestown Reservation originally consisted of approximately nine usable acres. The Reservation is located in the northwestern part of Washington State, on the Olympic Peninsula, approximately seven miles east of the city of Sequim and some distance from the State's major population centers.

F. The Tribe contracts with the Clallam County Sheriff's Office for law enforcement services on the Tribal Lands and has built a fire station on trust land that it leases to the local fire district. These steps were taken to ensure the safety of patrons and employees at the Tribe's Gaming Facilities and the surrounding community.

**DECLARATION OF POLICY AND PURPOSE**

The Tribe and the State recognize and respect the laws and authority of the respective parties.

The Congress of the United States has enacted into law IGRA, Pub. L. 100-497, 25 U.S.C. §§2701-2721 and 18 U.S.C. §§1166-1168, which provides in part that a Tribal-State Compact may be negotiated between a Tribe and a State to govern the conduct of certain Class III Gaming activities on Tribal Lands within the State if the Gaming activity is not specifically prohibited by federal law and is conducted within a State which does not, as a matter of criminal law and public policy, prohibit such Gaming activity.

Jamestown S'Klallam Tribe
Class III Gaming Compact
The Tribe and the State have negotiated the terms and conditions of this Compact in good faith so as to provide for mutual governmental purposes and to provide a regulatory framework for the operation of certain Class III Gaming, which is intended to: (a) ensure the fair and honest operation of such Gaming activities; (b) maintain the integrity of all activities conducted in regard to such Gaming activities; (c) prevent unsavory and unsuitable persons from having any direct or indirect involvement with Gaming activities at any time or in any capacity; (d) establish and maintain responsible accounting practices and procedures; (e) maintain effective control over the financial practices related to Gaming activities, including establishing the minimum procedures for internal fiscal affairs and the safeguarding of assets and revenues and reliable recordkeeping; (f) prevent cheating and fraudulent practices; and (g) protect the health, welfare and safety of the citizens of the Tribe and of the State.

The Act provides that an Indian Tribe may conduct Class III Gaming as provided in IGRA; and The Tribe and the State of Washington have mutually agreed that the conduct of Class III Gaming under the terms and conditions set forth below will benefit the Tribe and protect the citizens of the Tribe and of the State consistent with the objectives of the Act.

The parties hereto deem it to be in their respective best interests to enter into this Compact.

A principal goal of federal Indian policy is to promote tribal economic development, tribal self-determination and a strong government to government relationship.

The State recognizes the Tribe's sovereign rights to control Gaming activities on Tribal Lands as provided by the Act and this Compact.

It is the policy of the Tribe to exercise and retain its rights to regulate Gaming activities upon its Tribal Lands for the purposes of encouraging Tribal employment, economic and social development, and funding of Tribal services while ensuring the fair and lawful operation of Gaming and the prevention of corrupt and criminal influences. Per 25 U.S.C. § 2710(b)(2)(B), the Tribe will utilize net revenues generated by Gaming to fund tribal government operations or programs, to provide for the general welfare of the Tribe and its citizens, to promote tribal economic development, to donate to charitable organizations, or to help fund operations of local government agencies.

This Compact shall govern the licensing, regulation and operation of Class III Gaming conducted by the Tribe on Tribal Lands located within the State.

The State and the Tribe are empowered to enter into this Compact due to their inherent power to contract and pursuant to IGRA and State law.

In consideration of the mutual undertakings and agreements hereinafter set forth, the Tribe and the State enter into the following Compact.
I. **TITLE**

This document will be cited as "Jamestown S'Klallam Tribe - State of Washington Gaming Compact."

II. **DEFINITIONS**

For purposes of this Compact:


B. "Applicant" means any Individual who has applied for a tribal license, State Certification, or Gaming Employee Registration, whether or not such license, certification, or registration is ultimately granted.

C. "Cash Equivalent" means a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashier's check, a check drawn on the Tribal Gaming Operation payable to the patron or to the Tribal Gaming Operation, or a voucher recording cash drawn against a credit card or charge card.

D. "Class III Gaming" means all forms of Gaming as defined in 25 U.S.C. § 2703(8) and authorized under Section IV of this Compact.

E. "Closed Surveillance System" means a recording system with a collection of surveillance cameras in which live signals are viewed and/or recorded within the system and are not publicly distributed or accessible.

F. "Compact" means the Jamestown S'Klallam Tribe - State of Washington Gaming Compact and Appendices, as stated herein.

G. "Electronic Gambling Device" means any device or mechanism the operation of which a right to money, credits, deposits or other things of value may be created, in return for a consideration, as the result of the operation of an element of chance and any device or mechanism which, when operated for a consideration, does not return the same value or thing of value for the same consideration upon each operation thereof. Notwithstanding the foregoing, "Electronic Gambling Device" does not include a "Class II Gambling Device."

H. "Gaming" means staking or risking something of value upon the outcome of a contest of chance or a future contingent event not under the person's control or influence, upon an agreement or understanding that the person or someone else will receive something of value in the event of a certain outcome.

I. "Gaming Code" means the Jamestown Tribal Ordinance approved by the National Indian Gaming Commission pursuant to IGRA and codified in Chapter 7 of the
Jamestown Tribal Code, as amended and any regulations adopted by the Tribe thereunder.

J. "Gaming Employee" means any person employed in the operation or management of the Gaming Operation, whether employed by or contracted by the Tribe or by any person or enterprise providing on or off-site services to the Tribe within or without the Gaming Facilities regarding any Class III Gaming, including, but not limited to, gaming operation managers and assistant managers; accounting personnel; security and surveillance personnel; cashier supervisors; dealers; box men; floormen; Pit bosses; shift bosses; cage personnel; collection personnel; gaming consultants; management company employees, officers, and Principals; and any other natural person whose employment duties require or authorize access to restricted areas of the Gaming Facilities not otherwise opened to the public.

K. "Gaming Employee Registration" means the process conducted by the State Gaming Agency to determine, from the State's perspective, if a person is of good character, honesty and integrity; his or her prior activities do not pose a threat to the public or to effective regulation of this Compact; and that he/she is likely to conduct Class III Gaming activities in accordance with this Compact.

L. "Gaming Facility" or "Gaming Facilities" means the building or buildings or portions thereof in which Class III Gaming occurs as authorized by this Compact.

M. "Gaming Operation" or "Tribal Gaming Operation" means the enterprise or enterprises operated by the Tribe on Tribal Lands for the conduct of any form of Class III Gaming in any Gaming Facility.

N. "Gaming Services" means the providing of any goods or services to the Tribe directly in connection with the operation of Class III Gaming in a Gaming Facility, and involving restricted areas or access. Goods or services include, but are not limited to, equipment, maintenance, management or security services for the Gaming Facility.

O. "Gaming Station" means one Gaming table of the general size and scope as commonly used in Nevada.

P. "Independent Accountant" means a professional accountant suitably qualified and sufficiently independent to act as auditor of the Tribal Gaming Operation.

Q. "Individual" means, but is not limited to, natural persons and business entities including business sole-proprietorships, partnerships, corporations, joint ventures, organizations and associations.

R. "Internal Controls" means the internal operational system or internal procedure of the Gaming Operation designed to promote efficiency, safeguard assets, and avoid fraud and error.
S. "Local Law Enforcement Agency" means any law enforcement agency in the vicinity of the Gaming Operation that has jurisdiction to enforce local and state laws within the Tribal Lands, or is subject to the terms of a cross-deputization agreement.

T. "National Indian Gaming Commission" or "NIGC" means the Commission established pursuant to Section 5 of the Act, 25 U.S.C. § 2704.

U. "Net Win" means the total amount of Gaming Station income (gross Gaming revenue), i.e., the difference between the total amount wagered or played and the amounts repaid to winners.

V. "Pit" means the area enclosed or encircled by an arrangement of Gaming Stations in which Gaming Facility personnel administer and supervise the games played at the tables by the patrons located on the outside perimeter of the area.

W. "Principal" means with respect to any enterprise: (i) each of its officers and directors; (ii) each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, or general manager; (iii) each of its owners or partners, if an unincorporated business; (iv) each of its shareholders who own more than ten percent of the shares of the corporation, if a corporation; and (v) each person other than a banking institution who has provided financing for the enterprise constituting more than ten percent of the total financing of the enterprise or project.

X. "RCW" means the Revised Code of Washington, as amended.

Y. "State" means the State of Washington, its authorized officials, agents and representatives.

Z. "State Certification" means the process utilized by the State Gaming Agency to ensure that entities required to be certified are qualified to hold such certification in accordance with this Compact.


BB. "Tribal Gaming Agency" means the Tribal Gaming Commission or such other agency of the Tribe as the Tribe may from time to time designate by written notice to the State as the single Tribal agency primarily responsible for regulatory oversight of Class III Gaming as authorized by this Compact. No employee of the Gaming Operation may be a member or employee of the Tribal Gaming Agency.

CC. "Tribal Lands" means Indian lands as defined by 25 U.S.C. § 2703(4)(A) and (8), subject to the provisions of 25 U.S.C. § 2719, which lands are subject to the jurisdiction of the Tribe.
DD. "Tribal Law Enforcement" means any police force established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law enforcement within the Tribal Lands.

EE. "Tribe" means the Jamestown S'Klallam Tribe, its authorized officials, agents and representatives.

FF. "WAC" means the Washington Administrative Code, as amended.

III. NATURE AND SCOPE OF CLASS III GAMING

A. Location of the Gaming Facility
The Tribe may establish two (2) Gaming Facilities, to be located on Tribal Lands within or contiguous to the boundaries of the Tribe's Land Consolidation Plan approved by the Bureau of Indian Affairs on July 10, 1989, for the operation of any Class III Gaming authorized pursuant to this Compact.

B. Ownership of Gaming Facilities and Gaming Operation
The Gaming Operation, including all Gaming Facilities, shall be owned by the Tribe. The Tribe may, if it chooses, contract for management of the Gaming Facilities and Gaming Operation. Any such contract shall subject the manager to the terms of this Compact, including annual State Certification and licensing.

C. Construction
Any Gaming Facility will comply with all applicable tribal and federal regulations, including by way of example: zoning, building, environmental review and water quality protection.

D. Public Health, Safety and Environmental Protection
The number of persons permitted in any Gaming Facility will not exceed the number authorized by applicable fire and building codes. The Tribe shall make provisions for adequate emergency accessibility and service. The Tribe shall comply with and enforce standards no less stringent than those contained in the following laws, regulations and codes:

(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.
(7) Tribal Codes regarding public health, safety and environmental protection standards.
E. Alcoholic Beverage Service
Standards for alcohol service within the Gaming Facilities shall be subject to applicable law or applicable agreement between the Tribe and Washington State Liquor and Cannabis Board.

F. Community Contribution
(1) The Tribe recognizes that activities directly and indirectly associated with the operation of its Gaming Facilities may impact Local Law Enforcement Agencies, emergency services, and other services and place an increased burden on them. The Tribe hereby agrees to establish an Impact Mitigation Fund for purposes of providing assistance to non-Tribal Law Enforcement, emergency services, and/or service agencies (including those agencies responsible for traffic and transportation, as well as those that provide services to support problem or pathological gambling) showing demonstrated impacts by the Class III Gaming Facilities. The Tribe agrees to withhold and disburse up to two percent (2.0%) of the Net Win from Gaming Stations within the Gaming Facilities, except as otherwise excluded under the provisions of this Compact, for the Impact Mitigation Fund. Except as provided in Appendix X2, Section 14.1, no Tribal Lottery System gaming device revenues, proceeds from a nonprofit station as authorized under Section III(I), Class II gaming revenues, or non-gaming revenues, such as, but not limited to, food, beverage, wholesale or retail sales, shall be included, with the two percent (2.0%) as set forth in this section.

(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 Tribe and State Gaming Agency, if necessary. The committee shall execute a Memorandum of Understanding containing committee rules of order, Impact Mitigation Fund distribution procedures, and establish set factors to be used to determine demonstrated impacts. Unless all committee members agree otherwise, the committee shall meet at least once every twelve (12) months to discuss the following: 1) impacts within the county, neighboring cities, and on the Tribal Lands; 2) services provided by the Tribal and other agencies; and 3) the distribution of the Impact Mitigation Fund.

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

(4) Sections (2) through (3) above may be altered upon written agreement between the Tribe and the impacted jurisdictions. A copy of such agreement shall be provided to the State Gaming Agency upon request.

(5) Either the State Gaming Agency or the Tribe may request a re-evaluation, 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.
G. **Forms of Payment**
All payment for wagers made in authorized forms of Class III Gaming conducted by the Tribe on its Tribal Lands, including the purchase or chips for use in wagering, shall be made by cash, Cash Equivalent, credit card or personal check.

H. **Size or Gaming Floor**
The actual size of the Class III Gaming Floor within the Gaming Facility shall be determined by the Tribe.

I. **Number of Gaming Stations**
The maximum number of Class III Gaming Stations shall not exceed seventy-five (75) Gaming Stations within one Gaming Facility and a total of fifty (50) Gaming Stations within a second Gaming Facility plus, at the option of the Tribe, one (1) additional Gaming Station ("the nonprofit station") for every twenty-five (25) Gaming Stations allowed in a Gaming Facility. The proceeds from all nonprofit stations shall be dedicated to support nonprofit and charitable organizations and their activities located within Clallam County or the State of Washington. For purposes of determining "proceeds" from a nonprofit station only, proceeds shall mean the pro rata net profit of the nonprofit station. The Tribal Gaming Code shall require regulations to be adopted concerning the types of bona fide nonprofit and charitable organizations or types of projects of such organizations that shall be supported by a nonprofit station. PROVIDED, that the Tribe is required to obtain transfers of Class III Gaming Station authorization from another Tribe which has entered into a compact with the State for the use of Class III Gaming Stations, as defined in this Compact for any Class III Gaming Stations, except for nonprofit stations, beyond sixty (60) in total for all Gaming Facilities. PROVIDED FURTHER, that the transfer of Class III Gaming Station authorization from another Tribe shall be effectuated through the use of a "Class III Gaming Station Transfer Agreement" substantially in the form appended hereto as Appendix D of this Compact.

J. **Wagering Limitations**
Wager limits shall not exceed five hundred dollars ($500).

K. **Hours of Operation**
Operating hours shall be determined by the Tribe.

L. **Prohibited Activities**
Any Class III Gaming activities, electronic facsimiles of Gaming activities, and Electronic Gambling Devices that are not specifically authorized in this Compact are prohibited.

M. **Prohibition on Minors**
No person under the age of eighteen (18) shall participate in any Gaming activities authorized by this Compact, or be employed in any Gaming Operation, or be allowed on the Class III Gaming floor during actual hours of operation. PROVIDED, that such age limitation shall not apply to an individual accompanied by an adult for the specific and
limited purpose or proceeding directly and immediately across the Gaming area for legitimate non-gaming purpose, with no Gaming area loitering or Gaming participation by the underage person or accompanying adults. Persons between the ages of eighteen (18) and twenty (20) may patronize and participate in Class III Gaming activities offered by the Tribe in its Gaming Facilities, so long as such patrons do not purchase or consume alcoholic beverages on the premises in accordance with Washington State liquor laws or an applicable written agreement between the Tribe and Washington State Liquor and Cannabis Board.

N. Prohibition on Firearms
The possession of firearms by any person within the Gaming Facilities shall be strictly prohibited, and the Gaming Operation shall post a notice of this prohibition near any entrance to the Gaming Facilities. This prohibition shall not apply to authorized agents of the Tribal or State Gaming Agencies. This prohibition shall also not apply to Local Law Enforcement or Tribal Law Enforcement agencies authorized by federal law, tribal law or by a cooperative, mutual aid or cross-deputization agreement.

O. Acceptance of Electronic Benefits Cards From the State of Washington.
The Tribe shall ensure that all cash dispensing outlets, including without limitation, automated teller machines (ATM) and point of sale machines located within the Tribe's Gaming Facility or Facilities, shall not accept Electronic Benefits Cards.

IV. CLASS III GAMING ACTIVITIES

A. Authorized Class III Games
The Tribe may conduct, subject to the terms and conditions of this Compact, any or all of the following games:

(1) Keno; subject to Appendix E;

(2) Satellite (Off-Track) wagering on Horse Races, subject to Appendix C;

(3) Tribal Lottery Systems operated in conformity with Appendix X or X2;

(4) Sports Pools, on regularly scheduled athletic contests, of one hundred (100) squares wherein each square is sold for not more than ten ($10) dollars and all proceeds, less a tribal administrative charge of no more than 50 cents for each $10 wagered, are awarded as prizes. All other provisions of RCW 9.46.0335 shall be applicable;

(5) The sale of Washington State lottery tickets on the Jamestown S'Klallam Indian Tribe Reservation shall be subject to the provisions of RCW 67.70, WAC 315, and the Tribal Gaming Code;

(6) Any Electronic Gambling Device, as defined herein and the Johnson Act, 15 U.S.C. § 1171, and as set forth in Appendix Y to this Compact; and
(7) Tribal Lottery System Wide Area Progressive operated in conformity with Appendix W.

B. Class III Table Games
   (1) The Tribe may offer any Class III table game authorized for play in the State of Washington pursuant to the game rules approved at the time of the effective date of this amended Compact.

   (2) For any modification to currently authorized Class III table games or Class III table games that are subsequently authorized for play in the State of Washington, the Tribe shall provide the game regulations to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. If the State takes no action within the thirty (30) days, the Tribe shall begin offering the game. If a dispute arises between the Tribe and the State with respect to issues of the legality of the game, rules of the game, manner of play, or training or enforcement associated with regulation, the State and Tribal Gaming Agencies shall meet and resolve the dispute prior to the time play of that game can begin. If either party believes, after negotiations have commenced, that a resolution by the parties cannot be achieved, then either or both parties shall be entitled to have the dispute resolved pursuant to the dispute resolution provisions of Section XIV below.

   (3) For any other Class III table games authorized for play in Nevada and played in accordance with applicable Nevada rules, the Tribe shall provide the game regulations to the State Gaming Agency at least thirty (30) days prior to the time play shall begin. PROVIDED, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XIV.

C. Lottery-type Games
   For games including keno-type games, instant tickets, or other lottery-type games authorized for play for any purpose by any person, organization, or entity in the State of Washington that are not otherwise treated as Class II gaming in Washington pursuant to 25 U.S.C. § 2703(7), the Tribe will submit the proposed rules, manner of regulation and manner of play to the State Gaming Agency at least sixty (60) days prior to time play shall begin. If the State takes no action within the sixty (60) days, the Tribe may begin offering the game. PROVIDED, should a dispute arise, the game shall not be utilized until the dispute is resolved in accordance with Section XIV.

D. Punchboards and Pull Tabs - Separate Locations
   In addition to the games authorized by Section IV(A), the Tribe may utilize punchboards and pull tabs in its Gaming Facilities and at other locations under the jurisdiction of the Tribe subject to regulation and licensing by the Tribe and operated in a manner consistent with the sale of punchboards and pull tabs under IGRA.
V. LICENSING AND REGISTRATION REQUIREMENTS

A. Gaming Facilities
The Gaming Facilities authorized by this Compact shall be licensed by the Tribal Gaming Agency in conformity with the requirements of this Compact and the Gaming Code prior to commencement of operation.

B. New Facilities
Verification that the Compact and Gaming Code requirements have been met for any new or additional Gaming Facilities, or for expansion of an existing Gaming Facility shall be made by the Tribal Gaming Agency and State Gaming Agency, through a joint pre-operation inspection scheduled at least thirty (30) days prior to the scheduled opening to the public. If a Gaming Facility fails to meet such requirements, the Tribal or State Gaming Agency must send a written and detailed non-compliance letter and report to the Tribe and the manager, if any, within seven (7) working days after completion of the inspection. If the Tribal and State Gaming Agencies do not agree on whether a Gaming Facility meets the requirements, the agencies will meet within seven (7) working days from receipt of the non-compliance letter and work together to resolve concerns. If a dispute regarding this inspection cannot be resolved by the Gaming Agencies within sixty (60) days, the parties may seek resolution pursuant to Section XIV of this Compact.

C. Manufacturers and Suppliers of Gaming Services
Each manufacturer and supplier of Gaming Services shall be licensed by the Tribal Gaming Agency and shall be certified by the State Gaming Agency prior to the sale of any Gaming Services to the Tribe. If a supplier or manufacturer of the Gaming Services or goods is currently licensed or certified by the State of Washington to supply goods or services to any other Tribe in the State, it shall be deemed certified to supply the same goods or services to the Tribe for the purposes of this Compact. The licensing and certification shall be maintained annually after the initial certification. In the event a manufacturer or supplier demonstrates that their anticipated profits from sales will be below the cost of obtaining a State Certification, it may apply for an abbreviated form of State Certification known as a special sales permit. Firms or representatives providing professional legal and accounting services, when licensed by the Washington State Bar Association or the Washington State Board of Accountancy, will not be subject to State Certification, and the Tribe will determine if a license is required. In the event a manufacturer or supplier provides or intends to provide less than $25,000 worth of Gaming Services or goods annually, the licensing and certification requirements may be waived upon the mutual agreement of the Tribal and State Gaming Agencies.

D. Financiers
Any party who extends or intends to extend financing, directly or indirectly, to a Gaming Facility or Gaming Operation shall be subject to the annual certification and licensing requirements of the State Gaming Agency and the Tribal Gaming Agency. Such party shall be required to obtain State Certification before executing the financing agreement and annually thereafter as long as the financing agreement is in effect. Notwithstanding the foregoing, these licensing and certification requirements do not apply to financing
provided by a federally regulated commercial lending institution, the Tribe, or the federal government. Federally regulated commercial lending institutions are those regulated by the Securities and Exchange Commission, the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the United States Federal Reserve System, the National Credit Union Administration and the Washington State Department of Financial Institutions.

E. Tribal Application Forms
All Applicants required to be licensed by the Tribe shall complete forms furnished by the Tribal Gaming Agency that, at a minimum, shall include complete name, aliases, social security number, date of birth, current address, and information relating to the Applicant's complete criminal history, as well as all civil or administrative violations of gambling laws or regulations.

F. Gaming Employees
Every Gaming Employee shall be licensed by the Tribal Gaming Agency prior to commencement of employment and as outlined in Tribal Gaming Code. Every Gaming Employee must be registered with the State Gaming Agency and shall have their Gaming Employee Registration verified by the State Gaming Agency. The Tribal Gaming Agency shall provide a list of licensed and temporarily licensed Gaming Employees to the State Gaming Agency during the annual comparison review in the 4th quarter of each calendar year. The Tribal Gaming Agency shall include the licensee's complete name, aliases, social security number, and date of birth in its submission to the State Gaming Agency.

G. Identification Cards
The Tribal Gaming Agency shall require all Gaming Employees to carry on their person at all times identification cards issued by the Tribal Gaming Agency which include the Gaming Employee's photo, first name, an identification number unique to the individual's tribal license, a Tribal seal or signature, and a date of expiration.

VI. TRIBAL LICENSING AND STATE REGISTRATION

Gaming Employee Registration requires the Tribal Gaming Agency to demonstrate Tribal licensing expertise without substantial or repeated, material discrepancies in conducting Gaming Employee background investigations. In order to qualify for Gaming Employee Registration, the following criteria must be met:

The Tribe has operated Class III Gaming and the Tribal Gaming Agency has licensed Gaming Employees for at least 20 years; and

The Tribal Gaming Agency regulations are regularly reviewed and updated; and

The Tribal Gaming Agency director has demonstrated active involvement with licensing denial, suspension, and revocation in accordance with the Tribe's Gaming Code; and
The Tribal Gaming Commission has demonstrated a history of active involvement in the licensing process and license appeal hearings; and

Tribal Gaming Agency licensing staff are fully versed in the Judicial Information System (.IIS) including the Superior Court Management Information System (SCOMIS) or equivalent systems; and

Tribal Gaming Agency licensing staff reviews all Gaming Employee information provided in JIS, FBI records, and Lexis Nexis reports or equivalent systems.

The Tribe meets all of the criteria above.

A. Tribal Gaming Licenses
   (1) The Tribal Gaming license is valid at the Tribe's Gaming Facilities only and is non-transferable.

   (2) The Tribal Gaming Agency, pursuant to the laws of the Tribe, may summarily suspend any Tribal license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare.

   (3) Tribal Gaming Employees shall be licensed by the Tribal Gaming Agency in accordance with the Gaming Code.

   (4) If Class II and Class III Gaming activities are combined in a Gaming area in a Gaming Facility, the parties agree that this could impact the regulatory scheme established under this Compact. In such event, the Class II Gaming Employees in such area shall be registered with the State Gaming Agency as if they were Class III Gaming Employees.

   (5) Tribal license fees for manufacturer, financier and/or supplier of Gaming Services will be set by the Tribal Gaming Agency.

   (6) In order to ensure a qualified work force is maintained throughout the State in all areas of Class III Gaming as well as in all other types of gambling authorized in the State, the Tribal Gaming Agency will forward to the State Gaming Agency a copy of the final disposition of any administrative action or legal proceeding taken by the Tribal Gaming Agency against a Tribal Gaming licensee.

B. Respective Roles for Background Investigations for Tribal Gaming Employee Licenses and State Registration
   (I) Tribal Gaming Agency

      a) The Tribal Gaming Agency will be responsible for the issuance of all Tribal Gaming Employee licenses.
b) The Tribal Gaming Agency shall be primarily responsible for conducting background investigations for all Applicants for Tribal Gaming Employee licenses. Each Applicant for a Tribal Gaming Employee license shall submit the completed application along with the required information and fees to the Tribal Gaming Agency. Each completed application shall include the Applicant's fingerprint card(s), current photograph, and any other information required by the Tribal Gaming Agency.

c) The Gaming Operation shall not hire, or continue to employ a Gaming Employee, and shall terminate any Gaming Employee, if the Tribal Gaming Agency determines that the Applicant or Employee:

1. Has been convicted of any offense related to gambling, or any felony (excluding juvenile convictions) relating to fraud, misrepresentation, deception, theft, or physical harm to an individual within the past ten (10) years;

ii. Has provided materially false statements or information on his or her employment application or misstated or otherwise attempted to mislead the Tribe or the State with respect to any material fact contained in the employment application;

iii. Is a member or associate of organized crime or is of notorious or unsavory reputation; or

iv. Has a reputation, habits or associations that might pose a threat to the public interest or to the effective regulation and control of Gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of Gaming or the carrying on of the Tribal and financial arrangements incidental thereto.

d) It is intended that Applicants and Gaming Employees have the continuing burden to satisfy all doubts as to their fitness. Where doubt remains, an Applicant or Gaming Employee is not entitled to be hired or to remain employed.

e) Nothing herein shall be interpreted to prevent the Tribal Gaming Agency from considering juvenile convictions in a suitability determination, nor shall be interpreted to excuse the Applicant of its obligation to disclose juvenile convictions or arrests.

f) Additionally, the Tribal Gaming Agency shall not grant an application for a license unless it is satisfied that the Applicant's prior activities, criminal record (if any), reputation, habits, and associations do not pose a threat to the public interest of the Tribe or the State or the effective regulation and
control or Gaming pursuant to this Compact, or create or enhance the
dangers or unsuitable, unfair or illegal practices, methods, and activities in
the conduct of Gaming or the carrying on of the Tribal and financial
arrangements incidental thereto.

g) When the Tribal Gaming Agency has completed its investigation of the
Gaming Employee Applicant and has issued a temporary license, it will
within five (5) business days:

1. Register on-line with the State Gaming Agency a new or renewing
Gaming Employee or notify the State Gaming Agency of a Change
of Name and pay the respective fees; or

ii Mail a Gaming Employee Registration with respective fees.

III. The registration will include the Tribal Gaming Agency's
investigative report; the Applicant's personal information; results
of the investigation; a current photograph; FBI fingerprint check
results; JIS results or its electronic equivalent, and the applicable
fees to the State Gaming Agency.

h) The Tribal Gaming Agency will use the State Gaming Agency's on-line
process to notify the State Gaming Agency when a Gaming Employee is
no longer licensed by the Tribal Gaming Agency.

(2) The State Gaming Agency

a) The State Gaming Agency will conduct a verification of Gaming
Employee Registrations that are received either online or by paper
application.

b) The State Gaming Agency will complete the verification and notify the
Tribal Gaming Agency if the results indicate the person may be unqualified
pursuant to this section of this Compact. If the State Gaming Agency does
not object, the Gaming Employee Registration will expire three (3) years
from the date of the Gaming Employee Registration, or upon notification of
a tribal license revocation, or the person is no longer licensed by the Tribal
Gaming Agency, whichever occurs earlier.

c) The State Gaming Agency retains the right to conduct an additional
verification of Gaming Employee Registration of any Gaming Employee at
any time. There will be no additional cost to the Tribe.

d) The State Gaming Agency's Gaming Employee Registration is valid at the
Tribe's Gaming Facilities only and is non-transferable.
e) For verification of Gaming Employee Registration, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the Applicant or holder of certification and the provisions of RCW 9.95.240 and of Chapter 9.96A RCW shall not apply to such cases.

f) The Gaming Employee Registration will also include information as authorized under RCW 9.46.210(4) and as defined in RCW 10.97.030.

1. The State Gaming Agency may find a person to be unqualified under the provisions of RCW 9.46.075 and rules promulgated thereunder. The State Gaming Agency may also find a person to be unqualified if such person has engaged in an activity contrary to the public interest, including but not limited to the following:

   i. Who because of prior activities, criminal record, if any, or reputation, habits and associations poses a threat to the effective regulation of Gaming or creates or enhances the chances of unfair or illegal practices, methods and activities being used in the conduct of the Gaming activities permitted pursuant to this Compact;

   ii. Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal-State Compact;

   iii. Has failed to provide any information reasonably required for Gaming Employee Registration;

   iv. Has failed to reveal any fact which the person knows or should reasonably know is material to Gaming Employee Registration;

   v. Has furnished any information which is untrue or misleading in connection with receiving Gaming Employee Registration;

   vi. Has had a Gaming license suspended for a year or longer, revoked or denied during the twelve (12) months prior to the date of registration with the State Gaming Agency; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard or failed to comply with the requirements of any Gaming regulatory authority in any jurisdiction, including offenses that could subject the Individual or entity to suspension, revocation or forfeiture of any Gaming license; or

   vii. Has demonstrated a willful disregard or failed to comply with the requirements of any Gaming regulatory authority in any
jurisdiction, including offenses that could subject the person to suspension, revocation or forfeiture of any Gaming license.

h) The State Gaming Agency will work with the Tribal Gaming Agency when determining a person may be unqualified for Gaming Employee Registration.

i) If a person may be unqualified for Gaming Employee Registration, the materials compiled by the State Gaming Agency will be available to the Tribal Gaming Agency at the State Gaming Agency office upon request, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency and status as a member of the Association of Law Enforcement Intelligence Units.

j) The State Gaming Agency will conduct an annual comparison review in the 4th quarter of each calendar year to include random sampling of Gaming Employee applications to demonstrate all the criteria for licensure and Gaming Employee Registration as set forth in this Compact have been met.

(3) Tribal Gaming Agency and State Gaming Agency

a) A licensed employee seeking renewal of their Gaming Employee license or re-registering with the State Gaming Agency shall update information originally submitted, as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency or State Gaming Agency. A Gaming Employee that has applied for renewal may continue to work under the expired Tribal license until the Tribal Gaming Agency or State Gaming Agency takes action on the renewal application.

b) For persons found to be unqualified at any time they are registered by the State Gaming Agency, the Tribal Gaming Agency and State Gaming Agency will work together to determine if the person should work for the Tribe's Gaming Facilities in a position that requires a Gaming Employee License. If the Tribe can show extenuating circumstances why a person who does not meet all criteria should be further considered, the Tribal Gaming Agency may waive, through a conditional Gaming Employee License, certain criteria if the waiver does not pose an appreciable risk to the public or the lawful operation of the Gaming Facilities or meet the criteria under Section B (1) c).

c) If, after working with the Tribal Gaming Agency, the State Gaming Agency still finds the person unqualified, the State Gaming Agency will provide written notice to the Tribe itemizing the objections. The Tribe, however, will make the final decision whether to issue a license or
continue employment of the person. The State Gaming Agency's Gaming Employee Registration of the person will be limited to the Tribe only and the Tribe will continue to register the person with the State Gaming Agency as long as the person is employed by the Tribe in a Class III Gaming position.

VII. STATE CERTIFICATION

A. State Role for Issuing State Certification of Manufacturers and Suppliers of Gaming, Services and Financiers

(1) The State Gaming Agency shall be primarily responsible for conducting background investigations for all Applicants for financier, manufacturer and/or supplier of Gaming Services certification and their representatives. Each Applicant for a financier, manufacturer and/or supplier of Gaming Services Tribal Gaming license shall submit to the Tribal Gaming Agency the completed application along with the required information and fees, as set by the Tribal Gaming Agency. In addition, each financier, manufacturer and/or supplier of Gaming Services and their representatives shall apply for State Certification and shall submit the completed application along with the required information and fees to the State Gaming Agency. Each completed application shall include the Applicant's fingerprint card(s), current photograph, and any other information required by the Tribal Gaming Agency. For Applicants who are business entities, these provisions shall also apply to Principals of the entity and their spouses who must be able to meet the same State Certification requirements and who may be required to submit this information.

(2) Upon completion of the necessary background investigation, the State Gaming Agency shall either issue a State Certification to the financier, manufacturer, and/or supplier of Gaming Services or deny the application based on criteria set forth in this Compact or State law and regulations.

(3) Each manufacturer, and/or supplier of Gaming Services shall obtain a State Certification prior to issuance of a Tribal License and before the sale or installation of any Gaming goods, except as provided under Section V(C).

(4) If a financier is licensed by the State Gaming Agency, it will be deemed certified.

B. Grounds for Revocation, Suspension, or Denial of State Certification

(1) The State Gaming Agency may deny, suspend, or revoke a State Certification under the provisions of RCW 9.46.075, and rules promulgated thereunder, for any reason or reasons it deems to be in the public interest. In addition, these reasons shall include, but shall not be limited to when an Applicant or holder of an eligibility determination or State Certification or Principal of an entity:
a) Is determined to be a person who because of prior activities, criminal record, if any, or reputation, habits and associations poses a threat to the effective regulation of Gaming or creates or enhances the chances of unfair or illegal practices, methods and activities being used in the conduct of the Gaming activities permitted pursuant to this Compact;

b) Has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal-State Compact;

c) Has failed to provide any information reasonably required to investigate the application for eligibility verification or State Certification;

d) Has failed to reveal any fact which the Applicant or holder knows or should reasonably know is material to such application;

e) Has furnished any information which is untrue or misleading in connection with such application; or

f) Has had a Tribal or State Gaming license or certification revoked or denied during the twelve (12) months prior to the date the State Gaming Agency received the application; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard or failed to comply with the requirements of any Gaming regulatory authority in any jurisdiction, including offenses that could subject the Individual or entity to suspension, revocation or forfeiture of any Gaming license. The Tribal Gaming Agency will forward to the State Gaming Agency a copy of the final disposition of any administrative action or legal proceeding taken by the Tribal Gaming Agency against a Tribal license issued to a financier, manufacturer and/or supplier of Gaming Services.

(2) For the purpose of reviewing any application for State Certification or for considering the denial, suspension or revocation of any State Certification, the State Gaming Agency may consider any prior criminal conduct or current probationary status of the Applicant or holder of certification and the provisions of RCW 9.95.240 and of Chapter 9.96A RCW shall not apply to such cases.

(3) The State Gaming Agency will consult with the Tribal Gaming Agency prior to denying State Certification when the Tribe is considering using the financier, manufacturer or supplier of Gaming Services.

C. Right to Hearing for Revocation, Suspension, or Denial of State Certification

Any Applicant for State Certification or holder of a State Certification shall be entitled to notice and a full hearing on any action by the State Gaming Agency which may result in the revocation, suspension, or denial of State Certification. The notice and hearing will be conducted in accordance with the procedures contained in the applicable provisions of Jamestown S'Klallam Tribe
Class III Gaming Compact
Chapter 9.46 RCW, Chapter 34.05 RCW and Chapter 230-17 WAC. The State may, at its discretion, defer such actions to the Tribal Gaming Agency. Nothing herein shall prevent the Tribal Gaming Agency from invoking its own disciplinary procedures and proceedings at any time. The Tribe shall have the right to appear and present argument and/or evidence in any hearings held pursuant to this section. Nothing herein shall be interpreted to preclude the Tribe from invoking the dispute resolution provisions of this Compact to challenge a State Gaming Agency decision to revoke, suspend or deny State Certification.

D. Summary Suspension of State Certification
The State Gaming Agency, pursuant to the laws of the State, may summarily suspend any State Certification if the continued State Certification constitutes an immediate and potential serious threat to public health, safety or welfare.

E. Submission to State Administrative Process
Applicants for State Certification agree by submitting such application to submit to State jurisdiction to the extent necessary to determine qualification to hold such State Certification, including all necessary administrative procedures, hearings and appeals pursuant to RCW 9.46, WAC 230-17, and the State Administrative Procedure Act, RCW 34.05.

VIII. FEES FOR STATE GAMING EMPLOYEE REGISTRATION AND SUPPLIER, MANUFACTURER, AND FINANCIER CERTIFICATION

A. State Gaming Employee Registration
Fees for State Gaming Employee Registration and renewal will be as follows:

(1) Initial Three-Year Gaming Employee Registration - $185.
(2) Three-Year Gaming Employee Registration renewal - $150.
(3) Registration and renewal fees may be adjusted by mutual agreement three years from the adoption of this amended Compact, or at any time thereafter.

B. Comparison Review
State Gaming Agency licensing personnel and Tribal Gaming Agency representatives will conduct an annual Gaming Employee comparison review. This review will ensure that State Gaming Agency and Tribal Gaming Agency Gaming Employee records agree to one another. The Tribe will reimburse the State Gaming Agency for the actual time it takes for the comparison review. This comparison review will be conducted remotely. Any discrepancies found will be resolved by the Tribal Gaming Agency and notification provided to the State Gaming Agency. Unresolved discrepancies will be resolved in accordance with Section VI.B(3) of this Compact. The Tribal Gaming Agency and the State Gaming Agency will update their respective records as needed.
C. **Alternative Fee Agreements**
Notwithstanding any other provision of this Compact, the Tribal Gaming Agency and the State Gaming Agency may enter into a Memorandum of Understanding regarding fees.

D. **State Certification of Suppliers, Manufacturers and Financiers**
The fees for initial and the renewal of State Certification shall be determined pursuant to WAC 230-05 for service suppliers, manufacturers and their representatives. PROVIDED, should actual costs incurred by the State Gaming Agency exceed the slated fees, those costs will be assessed to the Applicants during the investigation process. Payment in full to the State Gaming Agency will be required prior to beginning the investigation for the issuance of State Certification.

**IX. TRIBAL ENFORCEMENT OF COMPACT REQUIREMENTS**

A. **Tribal Regulation**
The ultimate responsibility for ensuring the regulation, control and integrity of the Gaming activities authorized by this Compact will be that of the Tribe and/or its delegated designee. The Tribe will provide for and oversee or delegate the following functions:

1. Enforcement of all relevant laws and regulations in the Gaming Facilities;
2. Ensuring the physical safety of patrons in the Gaming Facilities; and
3. Ensuring the physical safety of personnel employed by the Gaming Operation.

B. **Tribal Gaming Agency**
The primary responsibility for the on-site regulatory compliance of the Gaming Operation authorized by this Compact, and for the enforcement of such compliance on Tribal Lands will be that of the Tribal Gaming Agency. No employee of the Gaming Operation will be a member or employee of the Tribal Gaming Agency.

As part of its structure, the Tribal Gaming Agency will perform the following functions or ensure that they are being performed by the Tribe or its designee, as related to the regulation and integrity of Gaming:

1. Ensure the physical safeguarding of Gaming assets transported to and from the Gaming Facilities and cashier's cage department;
2. Protect the patrons' and the Gaming Facilities' property from illegal activity;
(3) Temporarily detain persons who may be involved in illegal acts, for the purpose of notifying law enforcement authorities; and

(4) Record, in a permanent and detailed manner, any unusual occurrences, all incidents requiring further review, alleged violations, and investigations occurring within the Gaming Facilities.

C. **Tribal Gaming Agents**

(I) Tribal Gaming Agents shall be independent of the Tribal Gaming Operation, and shall be supervised and accountable only to the Tribe through the Tribal Gaming Commission.

(2) A Tribal Gaming Agent shall be present in the Gaming Facilities during such times as prescribed by the Tribe through its Gaming Code in an amount sufficient to perform the Tribal Gaming Agency’s responsibilities and duties under the Compact. The Tribal Gaming Agency shall notify the State Gaming Agency of any proposed changes to the Gaming Code that would revise such on-site hours, and no changes in hours will be implemented until the State Gaming Agency has commented or thirty (30) days has lapsed, whichever occurs first.

D. **Investigation**

(1) The Tribal Gaming Agency shall investigate any reported, observed or suspected violation of the Compact provisions or Gaming Code and shall require the Tribal Gaming Operation to correct the violation upon such terms and conditions as the Tribal Gaming Agency determines are necessary.

(2) If requested by the Tribal Gaming Agency, the State Gaming Agency shall assist in any investigation initiated by the Tribal Gaming Agency and provide other related investigation services for which the Tribe agrees to reimburse the State Gaming Agency for its costs.

E. **Reporting of Violations**

(1) Any violation of the provisions of this Compact by the Tribal Gaming Operation, a Gaming Employee, manufacturer or supplier of Gaming Services or any person on the premises whether or not associated with the Tribal Gaming Operation shall be reported immediately to the Tribal Gaming Agency. The Tribal Gaming Agency shall notify the State Gaming Agency within seventy-two (72) hours of the time the violation was reported.

(2) The Tribal Gaming Agency shall make available all completed incident and investigation reports and final dispositions to the State Gaming Agency on a continuing basis.

F. **Tribal Problem-Gambling Program**

The Tribe recognizes that Gaming activities can lead to compulsive behavior that has the same negative consequences as other behavioral addictions. The Tribe agrees to establish
an education and awareness program for Tribal Lands and surrounding communities. The program may be independent or developed as an adjunct to the program with which the State currently works. On an annual basis 120 days after the end of the Tribe's fiscal year, the Tribe will provide information about education, awareness, and treatment program services in its community impacts and contributions report under Appendix X2, Section 14.7 which includes how funding was spent and how the community benefited from the program. The Tribe and State Gaming Agency agree to work together in good faith to share information related to problem gambling best practices and to meet promptly on the request of either party to discuss issues related to problem gambling.

X. COOPERATIVE ENFORCEMENT OF COMPACT REQUIREMENTS

The Tribe recognizes the benefit of cooperative monitoring, investigating, and reporting between the Tribe and State to further the goal of fair and honest Gaming. The cooperative enforcement of the Compact requirements will be conducted as described in this section.

A. State Gaming Agents - Monitoring

(1) The State Gaming Agency shall work cooperatively with the Tribal Gaming Agency to monitor the Tribal Gaming Operation to ensure that it is conducted in compliance with the provisions of this Compact. The State Gaming Agency will coordinate inspections or investigations with the Tribal Gaming Agency prior to onsite monitoring of the Tribal Gaming Operation, unless coordination would compromise the purpose of the inspection or investigation.

(2) State agents shall provide proper identification at the time of inspection to the appropriate Tribal representatives; PROVIDED the State Gaming Agency Director may assign agents to work in an undercover capacity to assist in monitoring the provisions of this Compact. The Tribal Gaming Agency and the State Gaming Agency shall establish protocols that allow the Tribal Gaming Agency to confirm that the State agent is duly authorized by the State to monitor the Tribal Gaming Operation.

(3) Agents of the State Gaming Agency and, as applicable, the Washington Horse Racing Commission, shall have access equivalent to that exercised by the Tribal Gaming Agency to all areas of the Gaming Facility during operating hours with or without giving prior notice to the Tribal Gaming Operation. Following the investigation, and to the extent such disclosure does not jeopardize the investigation or the personal safety of individuals, the State shall provide the Tribal Gaming Agency with a report of the investigation, including information about evidence gathered in connection with the investigation.

B. Access to Records

(1) Agents of the State Gaming Agency may review and copy, during operating hours, all applicable Class III Gaming records maintained by the Tribal Gaming Operation as necessary to verify compliance with provisions of this Compact.
However, the State Gaming Agency is mindful of the Tribe's desire for privacy, and agrees to examine all records at the Gaming Facilities, to the extent practical. The State Gaming Agency further agrees that its agents will only retain copies or records necessary for investigative purposes. Any information shall be deemed strictly confidential and proprietary information of the Tribe and shall not be disclosed except as required under law or the terms of this Compact.

(2) The State Gaming Agency or, as applicable, the Washington Horse Racing Commission, shall notify the Tribe, by certified mail, or by other mutually agreed upon means, of requests for disclosure of the Tribe's information and shall not disclose any such information until the Tribe, the State, or both have had a reasonable opportunity to challenge the request.

C. Investigations
   (1) The Tribal Gaming Agency and the State Gaming Agency will have concurrent jurisdiction to investigate violations of the provisions of this Compact, and to bring administrative and criminal charges, in accordance with Tribal laws and the provisions of Chapter 9.46 RCW, Chapter 34.05 RCW, and Chapter 230-17 WAC.

   (2) The State Gaming Agency will notify the Tribal Gaming Commission of any alleged violations of the provisions of this Compact and may request the Tribal Gaming Commission take appropriate enforcement and/or corrective action. Failure of the Tribal Gaming Commission to take the action recommended by the State Gaming Agency will constitute a dispute or disagreement between the parties subject to the dispute resolution provisions contained in Section XIV of this Compact.

D. Tribal Gaming Agency Access to State Gaming Agency Records
   At the completion of any inspection or investigation, copies of the investigative report will be forwarded to the Tribal Gaming Agency along with copies of evidence and information pertinent to the inspection. The Tribal Gaming Agency may inspect and copy records maintained by the State Gaming Agency concerning Class III Gaming by the Tribe subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency and status as a member of the Law Enforcement Intelligence Unit.

E. Cooperation With Tribal Gaming Agency
   (1) To maintain the partnership for enforcement of the provisions of this Compact, representatives of the Tribal Gaming Agency and the State Gaming Agency shall meet at least once every twelve (12) months to review the regulatory program for the Tribe's Gaming Facilities.

   (2) The State Gaming Agency and, as applicable, the Washington Horse Racing Commission, shall promptly notify the Tribal Gaming Agency of any activity
suspected or occurring, whether within a Gaming Facility or not, which adversely affects State, Tribal or public interests relating to the Gaming Facilities and Gaming Operation. PROVIDED, such disclosure shall not compromise the interest sought to be protected.

XI. STANDARDS OF OPERATION

A. Adoption of Standards of Operation and Management

The Tribe's approved and State concurred version of Internal Controls dated June 8, 2017, are effective as of the effective date of this amended and restated Compact as minimum operating standards to govern the operation and management of the Gaming Operation. Any new or revised Internal Controls adopted by the Tribe shall ensure that the interests of the Tribe and the State relating to Class III Gaming are preserved and protected; maintain the integrity of the Gaming Operation; and reduce the dangers of unfair or illegal practices in the conduct of the Class III Gaming Operation.

(1) The Tribal Gaming Agency shall forward to the State Gaming Agency any proposed changes to the Internal Controls for review and concurrence.

a) Each such proposal shall contain a narrative representation of the internal control system, including copies of the forms to be used.

b) The Tribal Gaming Agency shall detail how such changes in the provisions adequately preserve and protect the integrity and security of the standard it is replacing.

c) The State Gaming Agency concurrence with the Tribal Gaming Agency proposal shall be deemed granted after sixty (60) days of receipt of the Tribal Gaming Agency proposal if no disapproval in writing is received from the State Gaming Agency.

d) The State Gaming Agency shall only disapprove such portions of a proposal it finds would have a material adverse impact on public interest or on the integrity of the Gaming Operation and shall detail the reasons for disapproval.

e) The Tribal Gaming Agency shall ensure a proposal is not implemented until the State Gaming Agency has concurred or sixty (60) days has lapsed and the Tribe did not receive a written disapproval within that time.

(2) The Tribe may choose to automate any processes, reports, or data collection provided in the minimum operating standards with advance notice to the State Gaming Agency. PROVIDED, that the Tribal Gaming Agency certifies how the automation maintains the integrity of the Gaming Operation, reduces the dangers of unfair or illegal practices in the conduct of the Class III Gaming Operation,
adequately preserves and protects the integrity and security of the control, and complies with the Compact. This section cannot be used to modify other sections or the Compact.

B. Additional Operation Requirements

(I) At the close of the fiscal year, the Tribal Gaming Operation shall, at its own expense, have its annual financial statements audited in accordance with generally accepted auditing standards by an Independent Accountant.

a) The annual financial statements shall be prepared on a comparative basis for the current and prior calendar or fiscal year and shall present the financial position and results of operations in conformity with generally accepted accounting principles.

b) The Tribal Gaming Operation shall require its Independent Accountant to render the following reports:

1. The audited financial statements, together with the report thereon of the Tribal Gaming Operation's Independent Accountant.

11. A report on material weakness in accounting and Internal Controls. Whenever, in the opinion of the Independent Accountant, there exists no material weaknesses in accounting and Internal Controls, the report shall say so; and

111. A report expressing the opinion of the Independent Accountant that, based on his or her examination of the financial statements, the Tribal Gaming Operation has followed, in all material respects, during the period covered by his or her examination, the system of accounting and internal control on file with the Tribal Gaming Agency. Whenever, in the opinion of the Independent Accountant, the Tribal Gaming Operation has deviated from the system of accounting and Internal Controls filed with the Tribal Gaming Agency, or the accounts, records, and control procedures examined are not maintained by the Tribal Gaming Operation in accordance with the Compact and these standards, the report shall enumerate such deviations regardless of materiality, the areas of the system no longer considered effective and shall make recommendations in writing regarding improvements in the system of accounting and Internal Controls.

c) One copy of each of the reports required by paragraphs (ii) and (iii) and copies of any other reports on accounting and internal control, administrative controls, or other matters relating to the Tribal Gaming Operation's accounting or operating procedures rendered by the Tribal Gaming Operation's Independent Accountant, shall be filed with the Tribal Gaming
Agency within 120 days following the end of each fiscal year or within thirty (30) days of receipt whichever is earlier. Notification will be sent to the State Gaming Agency not later than 120 days following the end of the calendar or fiscal year when these statements are available for review. PROVIDED, extensions may be granted for extenuating circumstances by the Tribal Gaming Agency.

C. Rules of the Games
The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe pursuant to this Compact and of any change in such rules. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed or available in pamphlet form in the Gaming Facilities. Betting limits applicable to any Gaming Station shall be displayed at such Gaming Station. Rules for games identified in Section IV-Class III Gaming Activities shall be submitted to the State Gaming Agency for review, to determine if the rules fundamentally alter the nature of the game. In the event the State Gaming Agency has concerns in regard to a change in the rules, it shall submit such concerns to the Tribal Gaming Agency for its review and comment. The Tribe will provide the State Gaming Agency with ten (10) days advance notice of the rules of each game and any modification thereof, and will provide adequate notice to patrons of the Gaming Facilities to advise them of the applicable rules in effect.

D. Minimum Supervisory Requirements
The Gaming Operation shall provide the Tribal Gaming Agency and the State Gaming Agency with a description of its minimum requirements for supervisory staffing for each Table Gaming Pit operated in its Gaming Facilities, and in the event that the State Gaming Agency regards such supervisory staffing as inadequate, the Tribal and State Gaming Agencies shall promptly confer in good faith in an effort to reach agreement on supervisory staffing requirements.

1. To ensure integrity, the Tribal Gaming Operation shall maintain detailed security and surveillance logs in accordance with the specifications set out in Tribe's Internal Controls, and in a written or computerized record which shall be available for inspection by the Tribal Gaming Agency and the State Gaming Agency in accordance with Section X(B) of this Compact.

2. The Gaming Operation shall provide the Tribal Gaming Agency with copies of its floor plan and Closed Surveillance System and any modifications thereof for review by the Tribal Gaming Agency. If the floor plan or Closed Surveillance System does not provide unobstructed camera views in accordance with such regulations, the Tribal Gaming Agency shall modify such floor plan or Closed Surveillance System in order to remedy such deficiency. The Tribal Gaming Agency shall make available to the State Gaming Agency the floor plan and Closed Surveillance System for review and consideration.
(3) The Tribal Gaming Operation shall install a Closed Surveillance System according to the specifications set out in the Tribe's Internal Controls.

(4) The Tribal Gaming Agency shall establish a list or persons barred from the Gaming Facilities because their criminal history or association with career offenders or career offender organizations poses a threat to the integrity of the Gaming activities or the Tribe. The Gaming Operation shall employ reasonable efforts to exclude persons on such list from entry into its Gaming Facilities. The Tribal Gaming Agency shall make a copy of its list available to the State Gaming Agency on a continuing basis. Copies of reports will be forwarded to the State Gaming Agency as requested.

(5) Standards for management and operation of satellite wagering activities shall be consistent with the provisions of this Compact, including Appendix C, and those applicable to non-tribal satellite wagering facilities and activities in the State to the extent not inconsistent with this Compact.

E. Records Retention

(1) All information required in Section XI-Standards of Operation will be documented in a permanent form.

(2) Unless otherwise specified in these standards or exempted by the Tribal Gaming Agency, all forms, records, documents, and required stored data shall:

a) Be located on Tribal Lands or such other location as approved by the Tribal Gaming Agency; and

b) Be retained for at least two (2) years in a manner and location that assures reasonable access by the Tribal and State Gaming Agencies.

XII. JURISDICTION

A. Criminal Matters

(1) Investigative Authority

The Tribal Gaming Agency, Tribal Law Enforcement, the Clallam County Sheriff, the Washington State Patrol, and the State Gaming Agency will have the authority to investigate and make arrests if necessary for all gambling and related crimes against the laws of the Tribe and applicable laws of the State that occur within the Gaming Facilities or within Tribal Lands.

(2) Jurisdictional Forums

Following investigation and arrest, formal charges will be brought in the appropriate venue. Criminal prosecution of non-Indians will be through the proper State or Federal Courts. Criminal prosecution of Indians will be through the proper Tribal Court, State or Federal Courts.
B. Civil Matters

(1) Concurrent Jurisdiction
The Tribal Gaming Agency and the State Gaming Agency will have concurrent jurisdiction to investigate violations of the provisions of this Compact and to bring administrative charges in the appropriate forum, in accordance with Tribal Laws or the provisions or Chapter 9.46 RCW and Chapter 230-17 WAC, made applicable by this Compact, against any individual or entity that is licensed by the Tribal Gaming Agency, or certified by the State Gaming Agency in accordance with the provisions of this Compact.

(2) Tribal Jurisdiction
Civil disputes arising from the conduct of Gaming under the Gaming Code may be heard in the Northwest Intertribal Court or appropriate administrative forum as established by the Gaming Code.

C. Sanctions and Civil Fines

(1) The Tribal Gaming Agency and State Gaming Agency may impose fines and other sanctions against the Gaming Operation, a Gaming Employee, or any other person directly or indirectly involved in, or benefiting from, the Gaming Operation for violations of the Compact provisions or Gaming Code. The Tribal Gaming Agency and the State Gaming Agency shall enter into a Memorandum of Understanding, which may be amended from time to time, to define the schedule of fines and sanctions.

(2) Any penalties collected shall be distributed to a non-tribal, bona fide nonprofit or charitable organization in the State of Washington selected by the Tribe. Any civil fines assessed pursuant to the provisions of this Compact shall be paid within thirty (30) days of assessment.

D. Limited Application of State Law
For the purposes of 18 U.S.C. § 1166(d) and enforcing the provisions of this Compact, and of protecting the public health, safety and welfare, and to the extent not inconsistent with other provisions of this Compact, RCW 9.46.0269; 9.46.075; 9.46.140; 9.46.155; 9.46.160; 9.46.170; 9.46.180; 9.46.185; 9.46.190; 9.46.196; 9.46.1961; 9.46.1962; 9.46.198; 9.46.210 (3) & (4); 9.46.215; 9.46.220; 9.46.221; 9.46.222; 9.46.225; 9.46.228; 9.46.231; 9.46.235; 9.46.240; 9.46.410; 10.97.030; 67.16; 67.70; and 74.08.580; as now or hereinafter amended, shall be applicable and incorporated herein as part of this Compact and the Tribe consents to this transfer of jurisdiction to the State with respect to Gaming on Tribal Lands.

E. Preservation of Tribal Self-Government
Nothing in this Compact will be deemed to authorize the State to regulate in any manner the government of the Tribe, or to interfere with the Tribe's selection of its governmental
officers, including members of the Tribal Gaming Agency. No licensing or registration requirement contemplated by this Compact will be applicable to such officers with respect to their capacity as officers of the Tribe.

F. Law Enforcement Coordination

In an attempt to foster a spirit or cooperation between the Tribal Law Enforcement and Local Law Enforcement Agencies authorized to enforce the criminal laws of the State, the Tribe and those laws affecting the public health, safety and welfare of the surrounding communities, representatives of those Law Enforcement Agencies shall meet periodically or as requested by any of the Law Enforcement Agencies to discuss mutual concerns and coordinate the enforcement actions necessary to minimize those concerns.

XIII. REIMBURSEMENT FOR REGULATORY EXPENSES INCURRED BY THE STATE GAMING AGENCY

The Tribe agrees to pay an annual Regulatory Fee in accordance with Appendix X2, Section 13, as now or hereafter amended.

XIV. DISPUTE RESOLUTION

A. Introduction

In recognition of, and consistent with, the government-to-government relationship of the Tribe and State, the parties shall make their best efforts to resolve disputes by good faith negotiations whenever possible. Therefore, the parties hereby establish a method of non-judicial dispute resolution in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions and conditions of this Compact.

B. Dispute Resolution Alternatives

(1) Meet and Confer

In the event of a dispute or disagreement between the parties regarding the implementation and compliance with any terms, conditions, and provisions of this Compact, or otherwise by mutual agreement of the parties, disputes shall be resolved as follows:

a) Either party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth the nature of the dispute (including reference to the relevant portions of this Compact), and the issues to be resolved.

b) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than twenty (20) business days from receipt of the notice.
(2) **Mediation**

If the dispute is not resolved to the satisfaction of either party within twenty (20) business days of the first meeting, then the parties, by agreement, may seek and cause to have the dispute resolved by formal mediation, in which event the parties shall use their best efforts to select a mediator as soon as possible. The mediator's fees and attendant costs of mediation shall be borne equally by the parties. The parties understand that informal and formal mediation may not always lead to satisfactory results. In the event either party is dissatisfied with informal and/or formal mediation, they may seek judicial resolution of any disagreement relating to the administration, monitoring of performance and compliance with the terms, provisions and conditions of this Compact. However, the parties are free under this Compact to agree to other alternative dispute resolution mechanisms.

(3) **Standard Arbitration**

a) In the event informal and/or formal mediation fails to resolve the dispute between the parties, the parties may choose by mutual agreement to resolve the dispute by arbitration. In no event may the request be made earlier than twenty (20) days after a party has properly notified the other party under the procedures set forth in Section XIV(B).

b) Sites for such arbitrations shall alternate between Jamestown S'Klallam Tribal Lands and the State Gaming Agency or Washington Horse Racing Commission offices, as applicable, after each arbitration dispute, as follows: the first arbitration dispute, until completed, shall be held on Jamestown S'Klallam Tribal Lands; the next arbitration dispute, until completed, shall be held at the State Gaming Agency or Washington Horse Racing Commission offices; and so forth.

c) In the event the parties agree to arbitration, the Tribe and the State Gaming Agency shall, within five (5) days, agree upon an arbitrator to decide the matter at issue, or agree upon a procedure for the selection of an arbitrator. The parties shall also agree on the rules, policies and procedures to be used in the arbitration.

d) The arbitration, unless another date is stipulated to by the parties, shall occur no later than fourteen (14) business days from the date an arbitrator is named. The arbitrator may, in his or her discretion, impose a case management schedule on the parties to provide for reasonable time needed for discovery, fact gathering, expert witnesses, etc. Time periods shall be reasonable and necessary as required by the circumstances, without providing undue delay. In all circumstances, however, the arbitrator shall issue a final decision no later than one (1) year from the initial written request for arbitration. The parties may, by mutual agreement, continue the mediation process set out in Section XIV(B)(2) until the arbitration begins.
e) The decision of the arbitrator shall be final for the purpose or concluding the non-judicial phase of the arbitration process, but the final decision of the arbitrator may be subject to judicial review.

I) The arbitrator shall, consistent with this Compact, have the power to impose fines and award equitable relief in his or her discretion and as the circumstances warrant.

g) Each party to the arbitration shall bear its own costs and attorney fees, and the costs of the arbitrator(s) shall be borne equally by the parties.

C. Limited Waiver of Sovereign Immunity

The Tribe and the State agree and understand that waivers of sovereign immunity defenses must be express and unambiguous, and are narrowly construed. Nothing contained in this Compact shall be construed or interpreted to be a consent, grant or waiver of any sovereign right or immunity either the Tribe and/or its citizens or the State enjoy, except as expressly provided hereinafter:

(1) The Tribe hereby agrees to a limited waiver of sovereign immunity for the sole purpose, and no other purpose, of consenting to the suits specified in Section XIV(B) of this Compact, such waiver to be in effect only so long as this Compact is in effect, but in no event shall the limited waiver be construed to allow for monetary relief against assets of the Tribe other than revenue from the Gaming Facility or from the sale of gaming-related assets.

(2) The State and the State Gaming Agency represent and acknowledge that the State has waived its sovereign immunity with respect to suits interpreting or enforcing any contract to which the State and/or its subordinate agencies have entered into with a private party, which includes an Indian tribe. See RCW 4.92.010 and Architectural Woods, Inc. v. Washington, 92 Wn.2d 521, 598 P.2d 1372 (1979). In addition, the State and the State Gaming Agency represent and acknowledge that the State has waived its immunity from those suits set forth in RCW 9.46.36001. Notwithstanding such statutory waivers of immunity, the State hereby reiterates and agrees to a limited waiver of sovereign immunity for the sole purpose, and no other purpose, of consenting to the suits specified in Section XIV(B) of this Compact, and any other suits set forth in RCW 9.46.36001, such waivers to be in effect only so long as this Compact is in effect.

D. References

The parties are aware that some sections of this Compact contain an explicit reference to Section XIV in the event a dispute arises under that section. Notwithstanding such explicit references, and with respect to all other sections of this Compact, it is the parties' intent that any dispute of whatever kind, type or nature arising under this Compact shall be subject to the provisions of Section XIV.
XV. REMEDIES

A. Injunction Against the State
If the Tribe believes the State, whether or not through the State Gaming Agency, is in breach or default or is otherwise acting contrary to or failing to act in the manner required by the provisions of this Compact, the Tribe may bring an action to seek injunctive or other relief in a court of competent jurisdiction. Prior to bringing such action the Tribe will notify the State and State Gaming Agency of the alleged violation(s). For purposes of this remedy, the State consents to this suit and waives any defense it may assert by way of its sovereign immunity.

B. Injunction Against the Tribe, the Tribal Gaming Operation, or any Individual
The State may bring an action to enjoin the Tribe, the Tribal Gaming Operation, or any individual if the State determines that any Gaming authorized by the provisions of this Compact is being conducted in violation of the provisions of this Compact, or if any Class III Gaming activity is being conducted on Tribal Lands in violation of the provisions of this Compact. Such action will be brought in the U.S. District Court, pursuant to 25 U.S.C. § 2710(d)(7)(A)(ii). Prior to bringing such action, the State will notify the Tribe of the alleged violation(s). For purposes of this remedy, the Tribe consents to this suit and waives any defense it may assert by way of its sovereign immunity.

XVI. LIMITATION OF LIABILITY

Neither the Tribe nor the State are creating, or intend to create, any rights in third parties which would result in any claims of any nature whatsoever against the Tribe or the State as a result of this Compact. Neither the Tribe nor the State have waived their immunity from third party suits or claims of any kind or nature whatsoever against them, and nothing contained in this Compact shall be construed to effect a waiver, in whole or in part, of said immunity.

XVII. EFFECTIVE DATE, DURATION, AND AMENDMENTS

A. Effective Date
This amended Compact will be effective upon publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. § 2710(d)(3)(B).

B. Termination
This Compact will be in effect until terminated by written agreement of both parties, under the provisions of IGRA. PROVIDED, the Tribe will provide written notice to the Governor of the State sixty (60) days prior to termination of the Compact. Suspension of or an injunction against Class III Gaming activities will not constitute termination for the purpose of this subsection.
C. **Subsequent Negotiations**
Nothing in this Compact will be deemed to waive the right of the Tribe to request negotiations for a Tribal-State Compact with respect to a Class III Gaming activity which is to be conducted on Tribal Lands, but is not permitted under the provisions of this Compact, including forms of Class III Gaming which were not permitted by the State for any purpose by any person, organization, or entity at the time when this Compact was negotiated or amended but are subsequently so permitted by the State, in accordance with 25 U.S.C. § 2710(d)(3)(A).

D. **Enactment of Compact Provisions**
Pursuant to the general rule-making authority of the agencies, the Tribal Gaming Agency or the State Gaming Agency may each enact all or part of the provisions of this Compact as part of their regulations or rules governing Gaming.

E. **Revision of State Regulations**
Whenever the State adopts or revises any rule or regulation which corresponds to any provision of the Tribe's standards of operations and management as set forth in Section XI(A) relating to the same type of Gaming, the State Gaming Agency may notify the Tribal Gaming Agency that it requests analogous changes in such Standards. The Tribal Gaming Agency will promptly confer with the State Gaming Agency in good faith concerning the appropriateness and applicability of such changes.

F. **Change of State Law**
If the laws of the State authorizing the activities set forth herein as Class III Gaming activities are repealed, thereby prohibiting such Gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of this Compact providing for such Gaming would not be authorized and the continued operation of such Gaming would constitute a violation of the Compact for which the State could bring an action in Federal District Court pursuant to 25 U.S.C. § 2710(d)(7)(A)(ii).
The Tribe disagrees that such subsequent State legislation would have this effect under the provisions of the IGRA and this Compact, but does agree that such an action, if commenced in that forum, is the appropriate State recourse and for that purpose consents to the suit and waives any defense it may assert by way of its sovereign immunity. Notwithstanding any other provisions of this Compact, if the laws of the State authorizing any Class III Gaming activities are so repealed, the State may bring an action as set forth above only after it provides twenty (20) business days written notice to the Tribe of the State's intention to being such action and affords the Tribe a reasonable opportunity to meet and confer with the State in a good faith attempt to resolve the issue(s) intended to be addressed by such action.

G. **Clarification, Amendments, and Renegotiations**
(1) **Compact Clarification**
The parties recognize that circumstances may arise in implementation, operation, and regulation of the Class III Gaming Facilities that require clarification of Compact provisions. For such mutually agreed-upon clarification, the State and
Tribe will execute and sign a Memorandum or Understanding that will be attached to and made part of this Compact.

(2) Amendments
The terms and conditions of this Compact may be amended at any time by the mutual and written agreement or both parties. The parties will amend through renegotiation the nature and/or scope of Class III Gaming as set forth in this Compact upon written notice and request by the Tribe to the State, if and when:

a) The laws of the State are amended, expanding Gaming beyond that which is now allowed under the terms of this Compact; or

b) A State or Federal court within the State of Washington or a Federal court interpreting the laws of the State of Washington issues a final and unappealable decision permitting participation in a Gaming activity that was not authorized for any purpose by any person, organization, or entity at the time this Compact was executed or not authorized by this Compact; or

c) In the event that the State enters into or amends a compact with another tribe that is approved by the Secretary of the Interior and such agreement gives any such tribe more Gaming Facilities, activities, stations or higher wager limits, or any combination thereof than is provided under the terms of this Compact, the Tribe and the State will immediately move to amend the Compact to include the same terms and conditions granted to the other tribe.

(3) Renegotiation
Either party may in writing request renegotiation of any of the provisions of this Compact if and when circumstances or events unforeseen at the time of the negotiation and execution of this Compact occur, or which could not be adequately addressed at the time of negotiation, that merit the discussion and renegotiation of such provisions. The parties agree that negotiations will commence within thirty (30) days of the request. The terms and provisions of the Compact will remain in effect unless and until the parties agree on the renegotiated terms.

(4) State Authorization of Additional Class III Gaming Activities
In the event the State hereafter authorizes any additional Class III activity, the Tribe will be authorized to conduct such activity prior to completion of the subsequent negotiations as provided in this Compact, if such activity is conducted in accordance with all of the limitations, regulations and requirements of the State.

(5) Process and Negotiation Standards
The parties will confer and the required negotiations will commence within thirty (30) days of a request to amend or renegotiate. All matters involving negotiations
or other amendatory processes under this section will be otherwise governed, controlled and conducted in conformity with the provisions and requirements of 25 U.S.C. § 2710(cl), except in subsections where a different resolution is specifically provided in the event or an unsettled dispute or where agreement is not reached by the parties.

XVIII. NOTICES

All notices required or authorized to be served will be in writing and will be sent by first class or priority mail or be delivered by other expedited service to the following addresses:

Tribal Chairman Jamestown 
S'Klallam Tribe 
1033 Old Blyn Highway 
Sequim, Washington 98382

Governor 
State of Washington 
State Capitol 
Olympia, Washington 98504

Director 
Washington State Gambling Commission 
P. O. Box 42400 
Olympia, Washington 98504-2400

XIX. SEVERABILITY

In the event that any section or provision of this compact is held invalid, or its application to any particular activity held invalid, it is the intent of the parties that the remaining sections of the Compact, and the remaining applications of such section or provision will continue in full force and effect.

IN WITNESS WHEREOF, the Jamestown S'Klallam Tribe and the State of Washington have executed this Compact.

THE JAMESTOWN S'KLALLAM TRIBE

BY: W. RON ALLEN 
Chairman, Jamestown S’Klallam Tribe

DATED: 3/24/2017

STATE OF WASHINGTON

BY: JAY INSLEE 
Governor

DATED: 1/8/17