United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

DEC 22 2000

Honorable Mary Leitka
Chairperson
Hoh Indian Tribe
HC 80, Box 917
Forks, Washington 98331

Dear Chairperson Leitka:

On November 21, 2000, we received the Tribal-State Compact for Class III Gaming between the Hoh Indian Tribe (Tribe) and the State of Washington (State), executed on May 25, 2000. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to delegated authority and Section 11 of IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

We wish the Tribe and the State success in their economic venture.

Sincerely,

/s/ Kevin Gover

Assistant Secretary - Indian Affairs

Enclosure

Similar Letter Sent to: Honorable Mike Lowry
Governor of Washington
Olympia, Washington 98504-0002

cc: Northwest Region Director w/copy of approved Compact
Supt., Olympic Peninsula Agency w/copy of approved Compact
[redacted]
Washington US Attorney w/copy of approved Compact

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Compact.

SUMMARY: Pursuant to Section 11 of the Indian Gaming Regulatory Act (IGRA), Pub. L. 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish, in the **Federal Register**, notice of approved Tribal-State Compacts for the purpose of engaging in Class III gaming activities on Indian lands. The Assistant Secretary—Indian Affairs, Department of the Interior, through his delegated authority, has approved the Tribal-State Compact for Class III Gaming Between the Hoh Indian Tribe and the State of Washington, which was executed on May 25, 2000.

DATES: This action is effective January 17, 2001.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Bureau of Indian Affairs, Washington, DC 20240, (202) 219–4066.

Dated: December 22, 2000.

Kevin Gover,

Assistant Secretary—Indian Affairs.

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INTRODUCTION

THIS COMPACT is entered into pursuant to the Indian Gaming Regulatory Act of 1988, {P.L. 100-497, codified at 25 USC Section 2701-et seq., and 18 USC Section 1166 et seq. ("I.G.R.A." or "the Act").

PARTIES

THIS TRIBAL-STATE COMPACT is made and entered into by and between THE HOH TRIBE (hereafter referred to as "Tribe"), a federally recognized Indian Tribe, possessed of all sovereign powers and rights thereto pertaining; and the STATE OF WASHINGTON (hereafter "State"), as a sovereign state of the United States, with all rights and powers thereto pertaining.

RECITALS

An understanding of the nature and characteristics of the Hoh Tribe and its people as well as the location of the Hoh Indian Reservation provide a background against which the Tribe and the State have negotiated this Compact. The following factors were considered by the parties in the development of this Compact

A. The Hoh Tribe is a federally recognized sovereign nation. Prior to being constituted as an Indian Reorganization Act government in 1969, the tribe governed its people for hundreds of years in the typical native structure. The Tribe currently operates under a Constitution and Bylaws with a governing Tribal Council consisting of four elected members.

B. The Hoh Indian Reservation is located at the mouth of the Hoh River on the western edge of the Olympic Peninsula in northwestern Washington State. It is bounded on the north by the Hoh River on the west by the Pacific Ocean, and on the south and east by Olympic National Park lands. The reservation is 13 coastline miles north of the Quinault Indian Reservation and 15 coastline miles south of the Quileute Indian Reservation. The town of Forks is 27 miles north on U.S. Highway 101.

C. The Hoh Indian Reservation consists of 443 acres, all of which are in tribal trust status. There are no allotments nor fee lands.

D. As a sovereign government, the Tribe exercises political authority over its members and Reservation. It has limited land and economic resources from which to provide those essential governmental services that contribute to the health and welfare of its members and are necessary to regulate and protect its territory. Indian gaming offers the Tribe the ability to strengthen its government and provide the services needed by its members.

E. The Hoh Tribe presently has no tribal economic activities. With the advent of Indian gaming, the Tribe also has an opportunity to benefit from the economic growth in this region.

F. Recognizing that tribal economic development and growth through Indian gaming may have adverse impacts upon the region, the Tribe is willing to pay its reasonable shares of related costs to offset such adverse impacts if any occur.

G. Revenues generated from gaming will help support Tribal programs and will provide employment and economic opportunities for Tribal and non-Tribal members. Experience shows that within the State of Washington and within other states where Indian gaming is successful, the non-Indian community obtains other substantial benefits as well. These include direct financial benefits from increased revenue as well as the less direct results created by a successful and economically healthy Indian community.

H. The gaming Facility is accessed by well-paved County and State Highways. State ferries connect the Olympic Peninsula with the mainland at Seattle and Edmonds, permitting access to the Gaming Facility from King County and Snohomish County. Northern and Southern Kitsap County residents have an easy route north through Port Angeles. Residents from Pierce, Mason, and Thurston Counties also have a primary access to the Olympic Peninsula, the location of a major National Park and other tourist attractions, via Olympia and Aberdeen.

I. The Hoh Tribe maintains a small law enforcement system. The Tribe's 1994 annual budget for law enforcement is $87,806.00. The Tribe's current Chief of Police has 15 years of law enforcement experience.

The Tribe's police department is presently negotiating an agreement with Jefferson County to provide emergency basis assistance. The Tribe will propose mutual aid agreements with the surrounding jurisdictions and will continue its efforts in this regard. It has a jail service contract with Forks, Washington.

The Tribe will be proposing to increase the number of reservation law enforcement officers by up to 5 under the direction of the newly appointed Police Chief, once the gaming facility begins operation, if not sooner. The Tribal police department is expected to have twenty-four hour coverage capability, a central communication (CENCOM) dispatch contract with Jefferson County , including 911 capabilities and computer-aided dispatching which will be fully computerized. It will use a common radio frequency which can be monitored by other police agencies.

J. The Hoh Tribal Court program is provided through the Northwest Intertribal Court System in Edmonds. Hoh Tribal Court is held on the Hoh Reservation, at the Tribal Center, once every month, one day the first week of the month.

DECLARATION OF POLICY AND PURPOSE

The I.G.R.A. provides for the negotiation of compacts between States and Tribes to govern the conduct of Class III gaming. Indian tribes have rights under the I.G.R.A. to conduct and regulate gaming activities on Indian lands 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. The over-arching policy of the Act is to provide a framework for the operation of gaming by Indian tribes as a means of promoting Tribal economic development, self-sufficiency and strong Tribal governments. The Act provides a basis to regulate the gaming so as to shield Indian tribes from organized crime and other corrupting influences. The Act is also intended to ensure that Indian tribes are the primary beneficiaries of the Gaming Operations, and to assure that the gaming is conducted fairly and honestly by both operators and players.

The United States has determined, through the adoption of the I.G.R.A., that the conduct of certain gaming activities should benefit Indian tribes and their members. The terms and conditions set forth below to regulate Class III gaming conducted by the Hoh Tribes have been agreed to pursuant to that congressional mandate.

It is the stated intention of the parties to foster full cooperation between the Tribe and the State based upon equality and a shared concern for the welfare of all the citizens of the State and of the Tribe as a result of gaming on the Hoh Indian Reservation. Through this Compact, the parties desire to further the purposes of the I.G.R.A. for the benefit of the Tribe and the protection of the State.

This Compact is the cooperative means by which the Tribe shall lawfully conduct Class III gaming activities on the Hoh Indian Reservation. This compact defines the manner by which State laws permitting and regulating the conduct of such gaming activities are to be applied to Tribal gaming operations to ensure that the respective Tribal and State interests are met.

The Tribe and the State mutually agree, within the parameters established by the Act, to the following provisions governing the conduct of Class III gaming activities on the lands of the Tribe. These provisions are designed to (a) protect the health, welfare and safety of the citizens of the Tribe and the State, (b) develop and implement a means of regulation for the conduct of Class III gaming on Indian lands, as that term is defined in the Act, in an effort to ensure that fair and honest operation of such gaming activities and to minimize the possibility of corruption or illegal practices in conjunction with such activities, and (c) to maintain the integrity of all activities conducted in regard to Class III gaming.

The policy and law of the State regarding gaming are set forth in Chapter 9.46 RCW and Title 230 WAC. Chapter 67.16 RCW and Title 260 WAC authorize and regulate horse racing activities, including parimutuel satellite wagering. The State agrees that the Tribe is authorized, pursuant to the provisions of the I.G.R.A. and the terms of this Compact, to engage in the Class III gaming activities permitted herein.

The Tribe and the State believe that the conduct of Class III gaming under the terms and conditions set forth below will benefit the Tribe and the State and shall protect the members of the Tribe and the State and shall protect the members of the Tribe and the citizens of the State consistent with the objectives of the I.G.R.A.

IN CONSIDERATION of the foregoing and the mutual benefits to be derived, the HOH TRIBE and the STATE OF WASHINGTON enter into a TRIBAL-STATE COMPACT as provided for herein.

I. TITLE

This document shall be cited as "The Hoh Tribe - State of Washington Gaming Compact".

II. DEFINITIONS

For purposes of this Compact:

A. "Applicant" means any individual who has applied for a Tribal license or State certification, whether or not such license or certification is ultimately granted.

B. "Class III Gaming" means all forms of gaming as defined in 25 USC Section 2703(8) and by valid regulations of the Indian Gaming Regulatory Commission and which are authorized under Section III of this Compact as Class III games. Pull tabs and punchboards, even though discussed in section III, are specifically deemed to be Class II games when operated in conjunction with bingo.

C. "Code" means the Hoh Gaming Code, as amended.

D. "Compact" means the Hoh Tribe - State of Washington Gaming Compact, governing management and operation of Class III gaming facilities of Hoh Indian Lands.

E. "Gambling Device" means any device or mechanism by 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. The term also includes 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. The term does not include any device or mechanism whose use is authorized by this Compact.

F. "Gaming Activities" means the conduct of gaming activities permitted pursuant to this Compact.

G. "Gaming Employee" means individuals employed in the operation or management of the Gaming Operation, whether employed by or contracted to the Tribe or by any person or enterprise providing on or off-site services to the Tribe within or without the Gaming Facility regarding any Class III activity. The term includes but is not limited to, Gaming Operation managers and assistant managers; accounting personnel; cashier supervisors; dealers or croupiers; box men;

floor men; pit bosses; shift bosses; cage personnel; collection personnel; gaming consultant; and any other natural person whose employment duties require or authorize access to restricted areas of the Gaming Facility not otherwise opened to the public, or to other areas designated and agreed upon by the Tribal and State gaming Agencies. Depending upon the duties involved in any position in the Gaming Operation, the State and Tribal Gaming Agencies may, by mutual agreement, exclude some employees who are included under this definition, or include other employees not listed.

H. "Gaming Facility" means the room or rooms in which Class III Gaming activities as authorized by this Compact are conducted on the Hoh Indian Reservation.

I. "Gaming Operation" or "Tribal Gaming Operation" means any enterprise operated by the Tribe on the Hoh Indian Reservation for the conduct of any form of Class III gaming in any Gaming Facility. Where gaming is operated by a tribal department or agency, the terms shall not include those portions of the department or agency which are unrelated to gaming.

J. "Gaming Services" means the providing of any goods or services to the Tribe, whether on or off site, directly in connection with the operation of Class III gaming in a Gaming Facility, including equipment, maintenance or security services for the Gaming Facility. Gaming services shall not include professional, legal, and accounting services or routing maintenance, janitorial, cafeteria supply and services which require no access to non-public portions of the facility.

K. "Gaming Station" means one gaming table of the general size and scope as commonly used in a regulated Gaming Operation.

L. "Governor" means the acting Governor of Washington State.

M. "I.G.R.A." or "the Act" means the Indian Gaming Regulatory Act of 1988, P.L. 100-497, codified at 25 U.S.C. Section 2701 - et seq. and 18 Section 1166 et seq.

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

O. "Local Law Enforcement Agency" means the State Gaming Agency, Washington State Patrol, and any other non-Tribal law enforcement agency in the vicinity of the Gaming Operation, including Jefferson County Sheriff's Office, which has jurisdiction to enforce state gaming laws on the Hoh Indian Reservation pursuant to the terms of this Compact, or has a co-operative, mutual aid or cross deputization agreement approved by the Tribe. Nothing in this definition or in any provision set forth in this Compact is intended to expand, waive, confer or limit any jurisdiction upon any law enforcement agency on the Hoh Indian Reservation.

P. "Management Entity" means any individual with whom, or other business entity with which, the Hoh Tribal Business Committee enters into a contractual agreement for financing, development and/or operation, of any Class III gaming facility on the Hoh Indian Reservation, except routine

consulting and other business development contracts.

Q. "Net Win" means the total amount of Gaming Station income (gross gaming revenue) after prizes and winnings have been paid out; i.e., the difference between the total amount wagered or played and the amounts paid to winners.

R. "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 or entity other than a banking institution who has provided financing for the enterprise constituting more than ten percent of the share of the corporation, if a corporation; and (v) each person or entity other than a banking institution who has provided financing for the enterprise constituting more than ten percent of the start-up capital or operating capital over a twelve (12) month period, or a combination thereof. For the purposes of this definition, where there is any commonality of characteristics identified in (i) through (iv) above between any two (2) or more entities, those shall be deemed to be a single entity.

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

T. "State" means the State of Washington, it's authorized officials, agents and representatives. No State commissioner may be an owner or employee of any gaming operation or entity in the State of Washington engaged in gaming.

U. "State Certification" means the process utilized by the State Gaming Agency to assist the Tribe to ensure that all individuals or other entities required to be licensed/certified are qualified to hold such license/certification in accordance with this Compact.

V. "State Gaming Agency" means the Washington State Gambling Commission.

W. "Hoh Indian Reservation" or "Indian Reservation" means Indian lands as defined by 25 USC Section 2703 (4) (A) and (b), subject to the provisions of 25 USC Section 2719.

X. "Tribal Chairman" means the Chair of the elected, four member Hoh Tribal Business Committee.

Y. "Tribal Gaming Agency" means the Hoh 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 Tribal agency primarily responsible for independent 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.

Z. "Tribal Law Enforcement Agency" means the police force of the Hoh Tribe established and maintained by the Tribe pursuant to the Tribe's powers of self-government to carry out law

enforcement within the Hoh Indian Reservation and other areas that may be authorized by law or by cross-deputization agreements with other law enforcement agencies.

AA. "Tribal Licensing" means the licensing process utilized by the Tribe to ensure that all individuals and other entities required to be licensed are qualified to hold such license in accordance with provisions of the Hoh Gaming Code.

BB. "Tribe" means the Hoh Tribe, represented by its elected officials.

CC. "Tribal Member" means an enrolled member of the Hoh Tribe.

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

III. NATURE, SIZE AND SCOPE OF CLASS III GAMING

A. Scope of Class III Gaming Activities. A Tribal Gaming Operation may utilize in its Gaming Facility, subject to the provisions of this Compact, any or all of the following Class III activities:

1. Blackjack;
2. Money-wheel;
3. Roulette;
4. Baccarat;
5. Chuck-a-luck;
6. Pai-gow;
7. Red Dog;
8. Chemin De Fer;
9. Craps;
10. 4-5-6;
11. Ship-Captain-Crew
12. Horses (stop dice);
13. Beat the Dealer;
14. Over/Under Seven;
15. Beat My Shake;
16. Horse Race;
17. Sweet Sixteen;
18. Sports Pools, as authorized for play in Washington State;
19. Sic-Bo;
20. Poker, Jackpot Poker and other forms of poker;
21. Satellite (off-track) wagering on horse races;
22. Keno and Keno Type Games.
23. Any other table game authorized for play in Nevada and played in accordance with applicable Nevada rules, upon 20 days' written notice to the State Gaming Agency.

B. Lottery-Type Games. To the extent that instant tickets, on-line games, or other similar games

are authorized for play for any purpose by any person, organization, or entity in the State or have been or are later identified as a Class II game pursuant to federal law, federal regulation, through a consensual lawsuit, or by a court of competent jurisdiction interpreting the laws of the State of Washington in a final and unappealable decision, and the Tribe desires to conduct such games within the Hoh Indian Reservation, the Tribe shall submit the proposed rules and manner of play to the State Gaming Agency at least sixty (60) days after the submission by the Tribe, the Tribe may initiate the dispute resolution provisions of Section XII.C below or pursue other remedies available under the I.G.R.A.

C. Punchboards, Pull Tabs, and Washington State Lottery - Separate Locations. In addition to the games authorized by Sections III.A and III.B, the Tribe may utilize punchboards and pull tabs in the Gaming Facility and at other locations within the Hoh Indian Reservation subject to regulation by the Tribe. Punchboards and pull tabs operated outside of the Tribal Gaming Facility shall be operated in a manner consistent with the sale of punchboards and pull tabs in the Tribal Class II Gaming Facility. The operation of Washington State Lottery retail locations within the Hoh Indian Reservation, when permitted by Tribal law, shall be subject to the provisions of RCW 67.70, WAC 315, and Tribal Ordinance.

D. Other Class III Table Games. For other Class III table games similar to but not included within those set forth above that would be authorized for play for any purpose by any person, organization, or entity in the State, 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 does not object in writing to the game regulations within the thirty (30) days, the Tribe may begin offering the game. If a dispute arises between the Tribe and the State regarding the legality of the game, the rules of play, or training or enforcement associated with regulating the game, the State and Tribal Gaming Agencies shall meet and shall resolve the dispute prior to the time play of that game is to begin. If, after negotiations have commenced, either party concludes that a resolution by the parties cannot be timely achieved, either or both parties may initiate the dispute resolution provisions of Section XII.C below or pursue other remedies available under the I.G.R.A.

E. Additional Class III Games. The State acknowledges that the Tribe may decide to conduct other Class III games which are permitted under the I.G.R.A., or other federal law but are not included in Section III.A-D of this Compact; for example, horse racing or a Tribal operated lottery. If and at the time the Tribe determines it shall conduct such activities, the parties shall use the process outlined below.

1. The Tribe shall submit a letter, signed by the Tribal Chairman, and addressed to the Governor, specifically identifying the additional proposed activities and the applicable amendments or additions to the Tribal Code authorizing such activities.

2. The Tribe shall submit a copy of the above letter to the State Gaming Agency, together with draft regulations covering the proposed activity.

3. Within sixty (60) days after receipt of the letter, the State Gaming Agency shall review

the regulations submitted and approve or disapprove the proposed regulations within such time. concurrently, the State shall, if required by federal law, negotiate an ancillary Compact with the Tribe addressing the operation of the activity.

4. If the State Gaming Agency and the Tribe do not finalize an ancillary Compact for the proposed activity during the sixty (60) day period, the State and the Tribe shall continue to negotiate an ancillary Compact for an additional 120 days prior to the Tribe filing any action against the State pursuant to 25 USC Section 2710(d)(A)(i).

5. Pending the negotiation of an ancillary Compact for the proposed activities or resolution of any action in the event an ancillary Compact for such activities is not finalized, the terms and provisions of the Original Compact and applicable amendments, if any, shall remain in effect.

6. If the additional proposed activity involved horse-racing, satellite (off-track) wagering on horse races or other activity related to horse-racing, the Tribe shall also submit a copy of its letter to the Washington Horse Racing Commission, together with draft regulations covering the proposed activity.

F. Authorized Gaming Facility. The Tribe may establish one Class III Gaming Facility, located on the Hoh Indian Reservation, for the operation of Class III games authorized pursuant to this Compact. Any additional facilities will be subject to future negotiation between the Tribe and the State.

G. Forms of Payment. All payment for wagers made in authorized forms of Class III gaming conducted by the Tribe on its Reservation, including the purchase of chips used in wagering, shall be made by cash, cash equivalent, credit card or personal check. The Tribal Gaming Operation shall not extend credit to any patron of the Gaming Facility for gaming activities.

H. Size of Gaming Floor. The actual Class III gaming floor within the Gaming Facility shall be determined by the Tribe.

I. Number of Gaming Stations. During the first nine months of operation, ("phase one") or earlier as provided for in Section III.L, the maximum number of Class III gaming stations shall not exceed thirty one(31) plus, at the option of the Tribe, one (1) additional gaming station, called "the nonprofit station". The proceeds from the nonprofit station shall be dedicated to support bona fide nonprofit organizations and their activities located within Jefferson County or the State of Washington. For purposes of determination of "proceeds" from the nonprofit station only, proceeds shall mean the net win of the nonprofit station less the pro rata cost of regulation and operation, specifically excluding capital costs. Therefore, the proceeds shall equal the net win of the nonprofit station less the costs of regulation and operation, divided by the thirty-two (32) gaming stations. The Tribal gaming ordinance shall set forth regulations concerning the types of bona-fide nonprofit organizations or types of projects of such organizations that shall be supported by the nonprofit station. At the end of nine months continual operation, if the gaming

operation has met the conditions set forth in Section III.L, "phase two" may be implemented, providing for up to fifty gaming stations plus, at the option of the Tribe, two (2) additional non-profit gaming stations.

J. Wagering Limitations. During the first nine months of operation or earlier as provided for in Section III.L, wager limits shall not exceed two hundred fifty dollars ($250) per wager. At the end of nine months continual operation, if the Gaming Operation has met the conditions set forth in Section III.l, "phase two" may be implemented, providing for wager limits of up to five hundred dollars ($500) per wager.

K. Hours of Operation. The maximum number of operation hours for the Gaming Facility shall be as follows:

1. During the first nine months of operation or earlier as provided for in Section III.L, operating hours may not exceed one hundred twelve (112) hours per week on an annualized basis. At the end of nine months continual operation or earlier as provided for in Section III.L, if the Gaming Operation has met the conditions set forth in Section III.L, "phase two" may be implemented, providing for operating hours of up to one hundred forth (140) hours per week on an annualized basis.

2. The Tribe may schedule its hours to best comply with market conditions and may operate any day of the week. The Gaming Operation shall not exceed twenty (20) hours per day and the Gaming Facility shall be closed to the public from 2:00 a.m. until 6:00 a.m. each day of operation, provided the Tribe may operate the Gaming Facility past the hours of 2:00 a.m. upon mutual written agreement by the State Gaming Agency, the Tribal Gaming Agency and local law enforcement agencies.

3. Upon thirty (30) days written notice to the State Gaming Agency and upon mutual written agreement between the State Gaming Agency and the Tribal Gaming Agency, the Tribe may operate the Gaming Facility for twenty-four (24) hours without interruption at certain times of the year, not to exceed a total of seventy-two (72) hours during any one such time period. The Tribe may request for such special hours three (3) times in any one calendar year.

L. Sixth Month Gaming Operation Review. After six months of operation, the State Gaming Agency shall conduct a review of the Class III Gaming Operation to determine general Compact compliance and whether the conditions set forth below have been satisfied. If, as a result of the review, the State Gaming Agency determines that the operation is in compliance with these conditions, the Class III Gaming Operation may implement "phase two" either at nine months of operation or earlier upon a successful completion of the review. If the State Gaming Agency determines that the Class III Gaming Operation has not satisfied the conditions, any resulting dispute will be resolved through the dispute resolution procedures set forth in section XII.C of the Compact. Any increase in the number of gaming stations, hours of operation, or wager limits beyond that initially authorized during "phase one" of Class III Gaming Operations shall be

conditioned upon the following criteria:

1. There have been no violations of the provisions of the Compact that have resulted in sanctions imposed by the Federal District Court or the National Indian Gaming Commission;

2. There have been no violations of the Compact which are substantial or, due to repetition, may be deemed material.

3. There have been no material adverse impacts on the public health, safety, or welfare of the surrounding communities in the nature of criminal activities directly related to the operation of the Class III Gaming Facility;

4. There have been no material violations of Appendix A of this Compact; and

5. The Tribal Gaming Agency has developed a strong program of regulation and control demonstrating an adequate level or proficiency, which includes the hiring of trained Tribal Gaming Agents, an independent management and reporting structure separate from that of the Gaming Facility or Tribal bodies, a thorough and developed system for the reporting of Compact violations, and a strong and consistent presence within the Class III Gaming Facility.

M. Ownership of Gaming Facility and Gaming Operation. The Gaming Operation including the Gaming Facility, shall be owned and operated by the Tribe. The Tribe may, if it chooses, contract for management of the Gaming Facility and Gaming Operation. Such contract shall subject the manager to the terms of this Compact, including annual certification and licensing.

N. Prohibited Activities. Any Class III gaming activity not specifically authorized in this Compact is prohibited. Unless gambling devices are subsequently authorized by the State, by agreement of the parties, through a consensual lawsuit, or through a final and unappealable decision permitting gambling devices issued by a court of competent jurisdiction interpreting the laws of the State of Washington, all Class III gambling devices are prohibited. Nothing herein is intended to prohibit or restrict otherwise lawful and authorized Class II gaming activities and devices on the Hoh Indian Reservation or within the Gaming Facility.

O. Prohibition on Minors. No person under the age of eighteen (18) shall be employed in any Gaming Operation, or be allowed on the Class III gaming floor during actual hours of operation. Should alcoholic beverages be offered on the gaming floor pursuant to applicable law, then no patron under the age of twenty-one (21) shall be permitted on the gaming floor during actual hours of operation.

P. Prohibition of Firearms. The possession of firearms by any person within the Gaming Facility shall be strictly prohibited, and the Tribal Gaming Agency shall post a notice of this prohibition

near the entrance to the Gaming Facility. This prohibition shall not apply to authorized agents or officers of the Tribal Gaming Agency, Tribal Law Enforcement Agency, State Gaming Agency, or State and Local law enforcement agencies authorized by law or by a co-operative, mutual aid or cross deputization agreement.

IV. LICENSING AND CERTIFICATION REQUIREMENTS

A. Gaming Facility. A Gaming Facility authorized by this Compact shall be inspected prior to commencement of operation and annually thereafter to verify its conformity with the requirements of this Compact. If the gaming Facility fails to meet any requirements of the Compact, the Tribal Gaming Agency and/or State Gaming Agency shall send a non-compliance letter to the Tribe and Gaming Facility manager, if any, within seven (7) working days after completion of the inspection. If a dispute arises in the course of or as a result of an inspection, such dispute shall be resolved pursuant to Section XII.C of this Compact or by mutual agreement of the parties prior to commencement of the Gaming Operation.

B. Principals of the Gaming Operation. Prior to commencement of operation, and annually thereafter, principals of any Gaming Operation authorized by this Compact shall be licensed by the Tribal Gaming Agency, be certified by the State Gaming Agency, and shall conform with the requirements of this Compact. Initial verification that the licenses have been issued and that requirements for such licensing have been met shall be made by the Tribal Gaming Agency and the State Gaming Agency through a joint pre-operation review conducted no later than ten (10) days prior to the scheduled opening of the Gaming Facility to the public.

C. Gaming Employees. Every gaming employee shall be licensed by the Tribal Gaming Agency and shall be certified by the State prior to commencement of employment, and annually thereafter. The Tribal Gaming Agency may immediately issue a license if the prospective employee is in good standing, and the employee consents to disclosure of records to the Tribal Gaming Agency.

D. 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 prior to the sale of any gaming services to the Tribe. If the supplier or manufacturer of the 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 services or goods to this Tribe for the purposes of this Compact. The licensing and certification shall be maintained annually thereafter. In the event a manufacturer or supplier provides or intends to provide less than $25,000 worth of gaming services annually, upon the mutual agreement of the Tribal Gaming Agency and the State Gaming agency, the certification and licensing requirement may be waived.

E. Financiers. Any party who extends or intends to extend financing directly to the Gaming Facility or Gaming Operation shall be subject to the annual licensing requirements of the Tribal Gaming Agency. Such party shall be required to obtain State certification prior to completing the

financing agreement and annually thereafter as long as the financing agreement is in effect. These licensing and certification requirements do not apply to financing provided by a federally regulated commercial lending institution, the Hoh Tribal government or its agencies, or the Federal government. The Party shall fully disclose the source of all funds required to be disclosed under and in accordance with the I.G.R.,A. and the Tribe shall provide a copy of such disclosures to the State Gaming Agency. If a disclosure regards satellite wagering facilities and activities, the Tribe shall also send a copy to the Washington Horse Racing Commission.

F. Key Personnel List. Prior to commencement of operations and annually thereafter, the Tribe shall provide the State Gaming Agency with information listing personnel who are key personnel in the Gaming Operation.

V. LICENSING AND STATE CERTIFICATION PROCEDURES

A. Procedures For Tribal License Applications and State Certification. Each applicant for a Tribal gaming license and for State Certification shall submit to the Tribal Gaming Agency a completed State Certification application together with a completed information form provided by the Tribal Gaming Agency. Each applicant submitting an application shall attach the applicant's fingerprint card(s), two current photographs, and fees required by the State and Tribal Gaming Agencies. Upon receipt, the Tribal Gaming Agency shall transmit a copy of all application materials for each applicant, together with a set of fingerprint cards, a current photograph, and the fee required, to the State Gaming Agency. For business entity applicants, these provisions shall apply to the principals of such entities.

B. Background Investigations of Applicants. Upon receipt from the applicant of a completed application, attachments and the required fee for State certification, the State Gaming Agency shall conduct the necessary background investigation to ensure the applicant is qualified for State certification. The State Gaming Agency shall expedite certification requirements submitted by the Tribe. Upon completion of the necessary background investigation, the State Gaming Agency shall either issue or deny a State Certification based on the criteria set forth in this Compact. If the State Gaming Agency issues a State Certification to the applicant, the State shall forward a copy of the Certification to the Tribal Gaming Agency. If the application for certification is denied, a statement setting forth the grounds for denial shall be forwarded to the applicant in accordance with the provisions of Chapter 230-50 WAC with a copy forwarded to the Tribal Gaming Agency. The State shall not apply to any applicant for certification required under the Compact, any more rigorous standards than those actually applied in the approval of state licenses for certification in non-Tribal gaming activities exclusively regulated by the State.

After twenty-four (24) months of operation and upon the Tribe's demonstration of its capacity to conduct background investigations meeting Compact standards for certifications, the State and the Tribe shall meet and confer on the possibility of transferring to the Tribe the primary responsibility of conducting background investigations for its Tribal member applicants. State certification of tribal member applicants shall still be required even if primary responsibility for conducting background investigations is transferred to the Tribe.

C. Grounds for Revocation, Suspension or Denial of State Certification. The State Gaming Agency may revoke, suspend, or deny a State certification when an applicant for or holder of a certification or a principal of an entity:

1. 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.

2. Has violated, failed, or refused to comply with any provision, requirement, condition, limitation, or duty imposed by one or more provisions of this Compact.

3. Has failed to provide information reasonably required to investigate the application for state certification or to reveal any fact which the applicant or holder knows or should reasonably know is material to such application, or has furnished any information which is untrue or misleading in connection with such application.

4. Has had a Tribal or State gaming license revoked or denied during the twelve (12) months prior to the date on which the Tribe received the application; is currently on probation imposed by, has demonstrated a willful disregard for or has 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 a gaming license. In reviewing any application and in 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.

5. Notwithstanding anything herein to the contrary and, in the absence of other violations, an application submitted for certification by an Indian person from a federally recognized Indian Tribe shall not be revoked, suspended or denied on the grounds that such Indian person has been charged or convicted under state law of non-gambling related offenses if the charge or conviction occurred prior to United States Supreme Court rulings, upholding state jurisdiction over Indian persons for such offenses, as but not limited to, (1) hunting or fishing offenses; (2) cigarette sales offenses; or (3) alcohol sales offenses. The parties agree that Indian persons from federally recognized Indian Tribes who have been charged or convicted in cases involving the exercise of non-gambling related trust or treaty right shall not be barred as a result of such activities from certification in the absence of other violations, activities or factors which would warrant denial, revocation or suspension.

6. The State Gaming Agency shall consult with the Tribal Gaming Agency prior to denying certification to any Tribal Member applicant who fails to meet the criteria for certification. The Tribal and State Gaming Agencies may waive, by mutual agreement,

certain criteria for any enrolled Tribal member and issue a provisional or conditional certification, if the Tribal Member applicant does not pose a material risk of engaging in unlawful activity or activity detrimental to the operation of the Gaming Facility. If the Tribe can show extenuating circumstances why an enrolled Tribal member, who does not meet all criteria for a provisional or conditional certification, should be given further consideration the Tribal and State Gaming Agencies may agree to a temporary certification based on specific conditions and a further detailed review of the applicant. The Tribal or State Gaming Agency may require the payment of additional fees from the applicant to maintain a conditional, provisional or temporary certification.

D. Right To Hearing For Revocation, Suspension, or Denial of State Certification. Any applicant for or holder of a State certification shall be entitled to a full hearing on any action by the State Gaming Agency which may result in the revocation, suspension, or denial of State certification. The hearing shall be conducted in accordance with the procedures contained in the applicable provisions of Chapter 9..46 RCW, Chapter 34.05 RCW and Chapter 230-50 WAC. The State shall provide to the Tribal Gaming Agency any notices required under such provisions. The State may at its discretion, defer such actions to the Tribal Gaming Agency upon notification by the Tribal Gaming Agency of its interest in determining the issue. Nothing herein shall prevent the Tribal Gaming Agency from invoking its own disciplinary procedures and proceedings. In the event the Tribe determines that the State is pursuing or has pursued an unfounded or unjustified case, the Tribe may contest payment of the State's expenses by invoking the dispute resolution provisions found in Section XII.C.

E. Denial, Suspension, or Revocation of Licenses Issued By Tribal Gaming Agency. The denial, suspension, or revocation of any Tribal gaming license by the Tribal Gaming Agency shall be in accordance with Tribal ordinances and regulations governing such procedures. The Tribe shall notify the State Gaming Agency of any determination under this paragraph.

F. Duration and Renewal of Tribal Issued Licenses and State Certifications. Each Tribal license or State certification shall be effective for one year from the date of issuance. A licensed or certified employee or entity who has applied for renewal may continue to be an employee under the expired Tribal license or State certification until the Tribal Gaming Agency or State Gaming Agency takes action on the renewal application. Applicants seeking renewal of a license or certification shall provide information updating originally submitted information on the appropriate renewal forms. Applicants seeking renewal of a license or certification shall provide information updating originally submitted information on the appropriate renewal forms. Applicants shall not be required to re-submit historical data already available to the Tribal Gaming Agency or the State Gaming Agency. Additional background investigation shall not be required unless the Tribal Gaming Authority or the State Gaming Agency discovers new information concerning the applicant's continuing suitability or eligibility for a Tribal license, or State certification. The State shall forward a copy of any updated information to the Tribe. Should any renewal application be denied, the State shall send a copy of the statement sent to the applicant setting forth the grounds for the non-renewal of the certification.

G. Identification Cards. The Tribal Gaming Agency shall require all gaming employees to wear in plain view identification cards issued by the Tribal Gaming Agency. An identification card shall include a photo, the first name, an identification number unique to the individual's tribal license and/or certification, a Tribal seal or signature, and a date of expiration.

H. Exchange of Tribal Licensing and State Certification Information. At least five (5) days prior to the hearing, each party shall forward to the other party a copy of any notice of hearing to be held pursuant to its jurisdictional authority. Upon completion of any administrative action or legal proceeding, the final disposition shall be forwarded to both the Tribal Gaming Agency and the State Gaming Agency and maintained as part of each agencies' permanent licensing records.

I. Fees for State Certification. Fees shall be as follows:

Gaming Employee (in-state)
Initial Certification $200.00

Gaming Employee (out-of-state)
Initial Certification $250.00

Gaming Employee - Renewal $125.00

Management Entities, Suppliers, Manufacturers or Financiers (in-state)
Initial Certification $1,500.00

Management Entities, Suppliers, Manufacturers or Financiers (out-of-state)
Initial Certification $5,000.00

Management Entities, Suppliers, Manufacturers or Financiers
Renewal $500.00

Should actual costs incurred by the State Gaming Agency exceed the above fees, the additional actual and reasonable costs shall be assessed to the applicant during the investigation process. Payment in full by the applicant to the State Gaming Agency shall be required prior to the issuance of a State certification. Notwithstanding any other provision of this Compact, the State Gaming Agency may modify any of the above fees consistent with like fees charged by the State Gaming Agency for non-Compact gaming elsewhere in the State. The State shall give the Tribe sixty (60) days notice of intent to modify fees. Any dispute arising under this section shall be resolved pursuant to Section XII.C of this Compact.

J. Fees For Tribal License. The fees for all Tribal gaming employee licenses shall be set by the Tribal Gaming Agency.

K. Temporary Certification of Gaming Employees. Within thirty (30) days of the receipt of a

completed application, the State Gaming Agency shall, upon request of the Tribal Gaming Operation, issue a temporary certification to the applicant unless the Agency's background investigation during that period discloses that the applicant has a criminal history or the Agency discovers compelling evidence of dishonesty, criminal conduct or an association(s) sufficient to disqualify the applicant pursuant to this section. The temporary certification shall become void and be of no effect upon either the issuance of a State certification or the issuance of an intent to deny, in accordance with the provisions of this Compact. During the twelve month period immediately following the effective date of this Compact as provided herein, any applicant who has a current license issued by the State Gaming Agency may submit current license information together with a completed application, and shall be immediately issued a temporary certification by the State Gaming Agency pending completion of the certification investigation.

L. Summary Suspension of Tribal License. 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.

M. Summary Suspension of State Certification. The State Gaming Agency, pursuant to the laws of the State, may summarily suspend any State license if the continued licensing of a person or entity constitutes an immediate and potentially serious threat to the public health, safety or welfare. Provided, the State shall not summarily suspend or revoke the certification of key management personnel who have supervisory responsibilities in the Class III gaming facility solely for failing to comply with procedural requirements of this Compact and any applicable laws incorporated herein. To minimize any potential of jeopardizing the proper operations of the Gaming Facility, the State Gaming Agency shall discuss its intent to summarily suspend or revoke the certification of any key personnel and the basis for such action with the Tribal Gaming Agency prior to taking any action.

N. Submission to State Administrative Process. Applicants for State certification agree, by submitting an application, to submit to State jurisdiction to the extent necessary to determine qualification to hold such certification, including all necessary administrative procedures, hearings and appeals pursuant to RCW 9.46, WAC 230-50 and the State Administrative Procedures Act, RCW 34.05. Tribal members who apply must grant a limited waiver of any immunity, defense, or other objection they might otherwise have to the exercise of State jurisdiction for these purposes, but only for the purposes discussed in this paragraph. Nothing in this section shall be deemed or interpreted as a waiver of immunity or submission to State jurisdiction by the Tribe or any Tribal Member for any other purpose or cause of action.

O. Tribal Certification. For any certification process, the Tribe may, but is not required to in its sole election, rely upon the certification of the State as the Tribe's certification.

VI. TRIBAL ENFORCEMENT OF COMPACT PROVISIONS

A. Tribal Gaming Agency. The primary responsibility for the on-site regulation, control and security of the gaming operation and gaming facility authorized by this compact, and for the enforcement

of this Compact within the Hoh Indian Reservation, shall be that of the Tribal Gaming Agency and the Tribal Law Enforcement Agency. As part of its structure, the Tribal Gaming Agency and/or the Tribal Law Enforcement Agency shall perform the following functions:

1. Enforce in the Gaming Operation, including the Gaming Facility, all relevant laws and ordinances;
2. Ensure the physical safety of patrons in the Gaming Facility;
3. Ensure the physical safety of personnel employed by the Gaming Operation;
4. Ensure the physical safeguarding of assets transported to and from the Gaming Facility and the cashier's cage department;
5. Protect the patrons' and the Gaming Operation's property from illegal activity.
6. Temporarily detain, to the extent of its authority and until notification of the appropriate law enforcement authorities, persons who may be involved in illegal acts; and
7. Record, in a permanent and detailed manner, any and all occurrences that require further investigation under the terms of this Compact, that happen within the Gaming Facility. Each incident shall be assigned a sequential number and, at a minimum, the following information shall be recorded in indelible ink in a bound notebook from which pages cannot be removed and each side of each page of which is sequentially numbered:

   (a) the assigned number;
   (b) the date;
   (c) the time;
   (d) the nature of the incident;
   (e) the name, address, and telephone number of all persons involved in the incident, and
   (f) the name and identification number of the security department or Tribal Gaming Agency employee assigned responsibility for recording the occurrence.

B. Tribal Gaming Agents/Inspectors. The Tribal Gaming Agency and/or Tribal Police Department may employ qualified gaming inspectors or agents under the authority of the Tribal Gaming Agency. These inspectors shall be independent of the Tribal Gaming Operation, and shall be supervised and accountable only to the Tribal Gaming Agency and/or Tribal Police Department.

C. Reporting of Violations. A Tribal gaming inspector shall be present in the Gaming Facility during all hours of Gaming Operation, and shall have immediate access to any and all areas of the Gaming Operation for the purpose of ensuring compliance with the provisions of this Compact and Tribal ordinances. Any violation(s) of the provisions of this compact, or of Tribal ordinances by the Tribal Gaming Operation, a gaming employee, or any person on the premises whether or not associated with the Tribal Gaming Operation shall be reported immediately to the Tribal Gaming Agency and forwarded to the State Gaming Agency within seventy-two (72) hours of the time the violation(s) was noted.

D. Investigation of Violations and Sanctions. The Tribal Gaming Agency shall investigate any reported violation of the Compact provisions. Should a violation be found, the Tribal Gaming Agency shall require the operator or manager of the Tribal Gaming Operation to correct the

violation upon such terms and conditions as the Agency determines are necessary. The Tribal Gaming Agency shall be empowered by Tribal ordinance to impose fines and other sanctions within the jurisdiction of the Tribe, in Tribal Court, against a gaming employee, or any other person directly or indirectly involved in , or benefitting from the violation.

E. Reporting to State Gaming Agency. The Tribal Gaming Agency shall forward copies of all completed investigation reports and final dispositions to the State Gaming Agency on a continuing basis. 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.

F. Agency Meetings. In order to develop and foster a coordinated relationship in the enforcement of the provisions of this Compact, representatives of the State Gaming Agency and of the Tribal Gaming Agency shall meet on a quarterly basis, to review existing practices and examine methods to improve the regulatory program created by this Compact. The meetings shall take place at a location selected by the Tribal Gaming Agency. At least ten (10) days prior to such meetings, the State Gaming Agency shall disclose in writing to the Tribal Gaming Agency any concerns, suspected activities or pending matters reasonably believed to possibly constitute violations of this Compact by any person, organization or entity, if such disclosure shall not compromise the interest sought to be protected. After the first twelve (12) months, if it is mutually agreed, the Agency Meeting may be convened when the agencies feel it is appropriate; however, they shall meet at least once a year., At such time as the Tribe begins operating a satellite wagering facility or horse racing activities, the Washington Horse Racing Commission shall participate in the Agency Meeting.

VII. STATE COOPERATIVE ENFORCEMENT OF COMPACT PROVISIONS

A. Monitoring of Gaming Operation. The State Gaming Agency and, as applicable to any satellite wagering facility and horse racing activities, the Washington Horse Racing Commission, shall have the right to monitor the Tribal Gaming Operation to ensure that the operation is conducted in compliance with the provisions of this Compact. Agents of the State Gaming Agency and, as applicable, the Horse Racing Commission, shall have access equivalent to that exercised by the Tribal Gaming Agency to all areas of the Gaming Facility during all normal operating hours with or without giving prior notice to the Tribal Gaming Operation. Provided, during the first nine months of the Gaming Operation or earlier as provided for in Section III.L of this Compact, the State Gaming Agency shall give reasonable notice to the Tribal Gaming Agency, the Chief of Security at the Gaming Facility, or the Chief of the Hoh Police Department prior to entering the Hoh Indian Reservation and the Tribe may assign a Tribal representative to accompany the State representative while on the Hoh Indian Reservation. Where there is reason to believe that criminal acts are being committed, or there is a bona fide reason to believe that notice to those Tribal representatives listed above could jeopardize the safety of individuals or the effectiveness of an investigation, the State may notify the appropriate federal authorities in lieu of Tribal notification. Following 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 or Tribal Police Department with a written report of the investigation, including copies of and information about evidence gathered in connection with the investigation and, if applicable, an explanation why advance notification was not provided to the Tribe.

B. Access to Tribal Gaming Operation Records.

1. Agents of the State Gaming Agency and, as applicable, the Horse Racing Commission, shall have the right to inspect, review and copy, during normal business hours, and at the State's own expense, all appropriate records maintained by the Tribal Gaming Operation. Provided that the State shall provide the Tribal Gaming Agency with a list identifying all documents by title, date and short description or a duplicate copy prior to removing such copies from the Hoh Indian Reservations. Any information derived from such a review and copies made of any records, shall be deemed confidential and proprietary financial information of the Tribe as a sovereign governmental entity. Subject to information of the Tribe as a sovereign governmental entity. Subject to the requirements of Section VII.B.2 below, or any court order, such information shall be retained by the State Gaming Agency in its contractual capacity as a signatory to this Compact solely pending its full review process. All records and copies taken shall be returned to the Tribe immediately after use by the State Gaming Agency unless otherwise provided pursuant to the Compact.

2. The State Gaming Agency shall notify the Tribe of any requests for disclosure of Tribal information and shall not disclose any such information in its possession until the Tribe or the Tribe and the State together have had a reasonable opportunity to review the request and, if necessary, to challenge the request or to seek judicial relief prohibiting its disclosure. This public disclosure prohibition shall not apply to evidence used in any proceeding authorized by this Compact.

C. Reporting to Tribal Gaming Agency. At the completion of any inspection, copies of the inspection report shall be forwarded to the Tribal Gaming Agency along with copies of evidence and information pertinent to the inspection.

D. Prompt Notice of Suspect Activity. The State Gaming Agency and, as applicable, the Horse Racing Commission, shall promptly notify the Tribal Gaming Agency, the Chief of Security at the Gaming Facility, or the Tribal Police Department of any activity suspected or occurring, whether within the Gaming Facility or not, which adversely affects State, Tribal or public interests relating to the Gaming Facility and Gaming Operation. Provided such disclosure shall not compromise the interest sought to be protected.

E. Jurisdictional Issues. Except as expressly set forth herein, nothing in this Compact is intended nor shall it confer upon the State or any other non-Tribal entity any jurisdiction with respect to non-gaming related activities on the Hoh Indian Reservation. Except as expressly set forth herein, and then only to the extent expressly set forth herein, the terms of this Compact do not constitute a waiver of sovereign immunity by either party and any such waiver is and shall be deemed to be only a limited waiver solely for the purposes set forth in this Compact. The terms

of such limited waiver of sovereign immunity, furthermore, shall be strictly construed and not liberally construed.

VIII. REGULATORY JURISDICTION RELATING TO ENFORCEMENT OF THE PROVISIONS OF THIS COMPACT

A. Concurrent Jurisdiction and Limited Waiver of Sovereign Immunity. The Tribal Gaming Agency, the State Gaming Agency, and, as applicable, the Horse Racing Commission, shall have concurrent jurisdiction to investigate violations of the provisions of this Compact, and to bring administrative charges, in accordance, respectively, with Tribal laws or the provisions of Chapter 9.46 RCW, Chapter 34.05 RCW, Chapter 67.16 RCW, and Chapter 230-50 WAC, against any individual or business entity that is licensed by the Tribal Gaming Agency or certified by the State Gaming Agency in accordance with this Compact. In recognition of the need to foster a joint regulatory program to enforce the provisions of this Compact, the Tribe consents to a limited waiver of its sovereign immunity, solely with respect to any legal action filed by the State in the Federal District Court for the Western District of Washington to enforce the terms of this Compact. This waiver shall be effective only during the term that this Compact is in effect. With the exception of those jurisdictional issues specifically addressed in this Compact, this Compact should not be construed to affect any other jurisdictional issues between the State and Tribe.

IX. COORDINATION OF LAW ENFORCEMENT RELATING TO GAMBLING

A. Investigative Authority. The Tribal Gaming Agency, Tribal Law Enforcement Agency, local law enforcement agencies, the Washington State Patrol, the State Gaming Agency, and, as applicable, the Horse Racing Commission, shall have the authority to investigate gambling and related crimes against the laws of the Tribe and of those parts of Chapter 9.46 RCW and Chapter 67.16 RCW made applicable by this Compact, that occur within the Gaming Facility or within Hoh Indian Lands. Provided, enforcement activities by non-tribal agencies shall relate only to conduct potentially in violation of the terms of this Compact. Nothing in this section shall affect the jurisdiction of the State or of the Tribe with regard to non-gambling related Crimes, nor shall be construed as a consent, grant or waiver of any sovereign right or immunity of the Tribe with respect to the Hoh Indian Reservation and its relationship to its members, and any other individuals or entities subject to Tribal jurisdiction. In addition, neither is there a waiver of any sovereign right or immunity with respect to each and every non-Tribal entity or jurisdictional group set forth in this subsection.

B. Jurisdictional Forums. Following investigation and arrest, formal criminal charges against individuals or entities shall be brought in the appropriate venue. Criminal prosecution of non-Indian defendants shall be in State or Federal court. Criminal prosecution of Hoh Tribal members shall be in Hoh Tribal or Federal court. Criminal prosecution of non-Hoh Indians shall be in Tribal or Federal court or, where permitted under law in effect upon the execution of this Compact, in State court. Wherever possible, for criminal defendants who are Indian, Hoh Tribal Court shall be the preferred venue for prosecutions unless the Tribe declines to exercise its

jurisdiction within six months of apprehension by a law enforcement agency and receipt by the Tribal Prosecuting Attorney of all relevant information in the possession of the apprehending agency.

C. Consent to Concurrent Application of State Law To Regulate Tribal Gaming Activities. For the purposes of 18 USC Section 1166(d), and enforcement of provisions of this Compact with respect to certification, criminal conduct, and protection of the public health, safety and welfare, to the extent not inconsistent with other provisions of this Compact, and to the extent such laws do not restrict the ability of the Tribe to conduct Class III gaming pursuant to this Compact, the parties adopt the laws enumerated below, as written or hereafter amended, as governing under this Compact. The Tribe shall adopt criminal law ordinances modeled upon, that are consistent with tribal custom, and that are consistent with and at least as restrictive as State criminal gaming laws in RCW 9.46.075; 9.46.140; 9.46.155; 9.46.460; 9.46.170; 9.46.180; 9.46.185; 9.46.190; 9.476.196; 9.46.198; 9.46.220; 9.46.221; 9.46.222; 9.46.231; 9.46.240; and 67.16.060, as now or hereafter amended. to the extent required pursuant to this Compact, and consistent with the terms of this Compact, the Tribe consents to the concurrent application of State gaming laws with respect to Class III gaming activities on the Hoh Indian Reservation. Notwithstanding provisions in the Compact to the gaming activities which conflict with any limitations upon the Tribe under federal statute, shall comport with federal law. Nothing in this Compact shall be deemed a consent or submission by the Tribe or the jurisdiction or application of any other law of the State.

D. Joint Enforcement Meetings. Representatives of law enforcement agencies involved in joint enforcement operations shall meet prior to commencement of Gaming Operations and, at minimum, semi-annually thereafter to discuss mutual concerns and coordinate the enforcement actions necessary to minimize those concerns.

X. AUTHORITY TO ENACT COMPACT PROVISIONS

A. State Gaming Agency Rules or Regulations. Pursuant to its general rule making authority contained in Chapter 9.46 RCW, the State Gaming Agency may enact as part of its rules or regulations governing gambling, all or part of the provisions of this Compact.

B. Tribal Gaming Agency Regulations. Pursuant to its general rule making authority, the Tribal Gaming Agency may enact as part of its regulations governing Gambling, all or part of the provisions of this Compact.

XI. REGULATIONS FOR THE OPERATION AND MANAGEMENT OF THE TRIBAL GAMING OPERATION

A. Adoption of Regulations for Operation and Management. The Tribal Gaming Agency shall adopt regulations to govern the operation and management of this Gaming Operation conducted pursuant to this Compact. The regulations shall ensure that the provisions of this Compact are properly enforced. The regulations shall maintain the integrity of the Gaming Operation and shall reduce the dangers of unfair or illegal practices in the conduct of the Class III Gaming Operation.

The initial regulations to govern the operation and management of the Tribal Gaming Operation shall be the standards set forth in Appendix A. The Tribal Gaming Agency shall notify the State Gaming Agency of any intent to revise the standards set forth in Appendix A and shall request the concurrence of the State Gaming Agency for such revisions. The State Gaming Agency concurrence shall be deemed granted unless disapproved in writing within thirty (30) days of its receipt by certified mail or hand delivery of the submission setting forth the revised standards. The State Gaming Agency shall concur with the proposed revisions upon request, unless they would have material adverse impact on the public interest or the integrity of the Gaming Operation, and shall disapprove only such portions of the proposed revised standards which have a material adverse impact upon such interests. If the State Gaming Agency disagrees with the proposed revised standards, it shall set forth with specificity the reasons for such disagreement. Upon a notice of disagreement, the parties shall meet and in good faith try to resolve the differences. If no resolution is reached within ten (10) days, the matter shall be resolved pursuant to Section XII.C of this Compact.

B. Additional Operational Requirements Applicable to Class III Gaming. The following additional requirements shall apply to the Gaming Operation conducted by the Tribe:

1. The Tribal Gaming Operation shall maintain the following logs, as written or computerized records, which shall be available for inspection by the Tribal Gaming Agency and the State Gaming Agency in accordance with Section VII.B of the Compact: a surveillance log recording all surveillance activities in the monitoring room of the Gaming Facility; a security log recording all unusual occurrences as set forth in Section VI.A.7 of the Compact.

2. The Tribal Gaming Agency shall establish a list of persons barred form the Gaming Facility because their criminal history or association with career offenders of career offender organizations poises a threat to the integrity of the Gaming Activities of hate Tribe. The Tribal Gaming Agency shall employ its best efforts to exclude persons on such list from entry into its Gaming Facility. The Tribal Gaming Agency shall send a copy of its list of a quarterly basis to the State Gaming Agency.

3. The Tribal Gaming Agency shall require the audit of the Tribal Gaming Operation, not less than annually, by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

4. The Tribal Gaming Agency shall notify the State Gaming Agency of the rules of each game operated by the Tribe 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 Facility. Betting limits applicable to any Gaming Station shall be displayed at such Gaming Station. Rules for games identified in Section III shall be based upon such games as commonly practiced in Nevada, including wagering, as do not fundamentally alter the nature of the game and as

the Tribal Gaming Agency amy approve. Rules for games identified in Section III shall be submitted to the State Gaming agency for review at least thirty (30) days prior to commencement of the Gaming Operation, to determine if the rules fundamentally alter the nature of the game. The Tribe shall provide the State Gaming Agency ten (10) days advance notice of the rules of each game and any modifications thereof, and shall provide adequate notice to patrons of the Gaming Facility to advise them of the applicable rules in effect. In the event of a dispute, the matter shall be handled in accordance with Section XII.C of this Compact.

C. Regulation of Gaming Facility. The following requirements shall apply to the Gaming Facility maintained by the Tribe or its manager, its management company, if any:

1. The Tribal Gaming Operation shall maintain a closed circuit television system in accordance with the regulations set forth in Appendix A, and shall not modify such system without the agreement of the State Gaming Agency. The Tribal Gaming Operation shall provide the Tribal Gaming Agency and the State Gaming Agency with copies of its floor plan and closed circuit television system for review by the Tribal Gaming Agency. If the floor plan or closed circuit television system contains deficiencies, including but not limited to a failure to provide unobstructed camera views in accordance with the regulations, the Tribal Gaming Agency shall advise the Gaming Operation of the deficiencies and direct the Gaming Operation to submit a modified floor plan or closed circuit television system which remedy such deficiencies. the Tribal Gaming Agency shall forward a copy of the modified floor plan and closed circuit television system to the State Gaming Agency for review and comment prior to issuing a final approval of the floor plan and closed circuit television system.

2. The Tribal Gaming Operation shall maintain the security of the cashier's cage in accordance with the standards set forth in Appendix A, and shall not modify such cashier's cage without the concurrence of the State Gaming Agency. The Tribal Gaming Agency and the State Gaming Agency may review the security of the cashier's cage. If the cashier's cage does not comply with the security standards set forth in Appendix A, upon written notice by either agency, the Tribal Gaming Operation shall modify the cashier's cage to remedy such deficiency.

3. The Tribal Gaming Operation shall provide the Tribal Gaming Agency and the State Gaming Agency a description of its minimum requirements for supervisory staffing for each table gaming pit operated in its Gaming Facility. In the event that either the Tribal Gaming Agency or the State Gaming Agency regards such supervisory staffing as inadequate, the Tribal Gaming Agency and State Gaming Agency shall promptly confer in good faith to reach an agreement on supervisory staffing requirements.

4. Standards for management and operation of the Satellite wagering activities shall be consistent with provisions of this Compact, including Appendix A, and with laws applicable to non-tribal satellite wagering facilities and activities in the State to the extent

any such laws are not inconsistent with this Compact.

5. Any dispute arising under this Section XI.C shall be handled in accordance with the provisions of Section XII.C of this Compact.

XII. REMEDIES FOR BREACH OF COMPACT PROVISIONS

A. Injunction Against the State. If in the Tribes's view the State, whether or not through the State Gaming Agency, has breached or defaulted or is otherwise acting contrary to, or is failing to act in the manner required by any of the provisions of this Compact, the Tribe may seek injunctive or other relief in a court of competent jurisdiction. Prior to bringing such action, the Tribe shall notify the State and the State Gaming Agency in writing of the alleged violation(s).

B. Injunction Against the Tribe, the Tribal Gaming Operation,k or any Individual. The State Gaming Agency may bring an action to enjoin the Tribe, the Tribal Gaming Operation, or any individual, if the State determines that any Gaming Operation 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 by others elsewhere on the Hoh Indian Reservation in violation of the provisions of this Compact. Such action shall be brought in the U.S District Court for the Western District of Washington, pursuant to 25 USC Section 2710(d)(7)(a)(ii). Solely for the purpose of this remedy, the Tribe consents to such suit and hereby agrees to a limited waiver of its sovereign immunity for the purposes set forth in this subsection only, such waiver to be effective only during the term that this Compact is in effect. Prior to bringing such action, the State Gaming Agency shall notify the Tribe, the Tribal Gaming Agency and the Tribal Gaming Operation in writing of the alleged violation(s).

C. Dispute Resolution. Without prejudice to either party to seek injunctive relief against the other and excepting specific enforcement provisions agreed to between the parties elsewhere in this Compact, the parties hereby establish a method of non-judicial dispute resolution. The purpose of this provision is to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and the compliance by each with the terms, provisions and conditions of this Compact. Except where other procedures and time frames are specifically set forth in this Compact, any dispute or disagreement between the parties regarding the implementation of and compliance with any provisions of this Compact, or other disputes by mutual agreement of the parties, shall be resolved as follows:

1. Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the issues to be resolved;

2. The parties shall meet, confer and attempt to resolve the issues no later than ten (10) days from receipt of the notice;

3. If the dispute if not resolved to the satisfaction of the parties within twenty (20) days of the first meeting, then either party may seek and cause to have the dispute resolved by

and in accordance with the policies and procedures of the Commercial Rules of Arbitration of the American Arbitration Association ("AAA);

4. The hearing, unless another date is stipulated to by the parties, shall occur no later than fourteen (14) days from the date of the selection of the arbitrator(s);

5. The hearing shall occur at a time, place and location of mutual selection, but if such cannot be agreed to, then as selected by AAA or by the arbitrator(s) selected;

6. The decision of AAA shall be final and unappealable. If the party against whom sanctions are imposed or curative or other conforming action is ordered fails to perform, expeditiously undertake or is not capable of immediately effecting the cure, then such failure shall be deemed a default and breach of the provision(s) of the Compact;

7. Should AAA cease to provide arbitration services the parties agree to substitute the services of a similar arbitration/mediation service;

8. Nothing in this section shall be construed to waive, limit or restrict the remedies otherwise expressly agreed upon by the parties in other provisions of this Compact. This section does not preclude, limit or restrict the ability of the parties to pursue, by mutual agreement, alternative methods of dispute resolution, including but not limited to mediation, or utilization of a technical advisor to the Tribal and State Gaming Agencies; provided that neither party is under any obligation to agree to such alternative method of dispute resolution.

D. Sanctions/Civil Fines. The following is a schedule of civil fines for infractions of the provisions of the compact. These penalties are the maximums which may be set within the reasonable discretion of the State Gaming agency and charged and levied against the Gaming Operation, manufacturer, supplier, gaming employee or other entities. The event of circumstances occasioning the charge and the extent and amount of the penalty for the infraction, if contested by the Gaming Operation, are subject to dispute resolution under Section XII.C of the Compact.

1. For violation of terms, conditions and provisions of Section III: First and subsequent infractions: up to a maximum suspension of Gaming Operations within the Class III facility not to exceed five (5) days of operation (up to twenty (20) hours per day) per violation, or the dollar equivalent of the Net Win to the Tribe from operations for the number of days of suspension, all not to exceed thirty (30) days.

2. For violation of the terms, conditions and provisions of Section IV and V non-certified or non-licensed gaming employee(s), manufacturer(s), supplier(s) or other entities:

   a. For employee's first infraction - fine equal to daily Net Win for each day of his or her employment divided by the number of Gaming Stations in play for each day of employment. For the same employee's second and subsequent infractions -

one (1) day's suspension (up to twenty (20) hours per day) of Gaming Operation for each day of employment or a fine equal to the Net win for each day of employment.

b. For manufacturers, suppliers and other entities - up to $5,000 for the first infraction; and up to $20,000 for the second and subsequent infractions.

3. For violation of the terms, conditions and provisions of Section XI & Appendix A:

a. For first violation - written warning.
b. For second violation of the same provision - up to $250.
c. For third violation of the same provision - up to $500.
d. For subsequent violations of the same provision - up to $1,000.

4. All penalties listed in subsection 3 (a) through (d) shall be charged and monitored on a per violation basis on an annual basis per violator dating from the issuance of the written warning. Provided, during the first nine (9) months, or earlier as provided for in Section III.L of the Compact, of actual operation of the Class III Gaming Operation only written warnings shall be issued.

E. Disposition of Civil Fines Collected. Any civil fines collected by the State Gaming Agency pursuant to the provisions of this Compact shall be disbursed at the end of each fiscal year as follows: 50% to the Washington State Council of Problem Gambling, a bona fide nonprofit organization; and the remainder to bona fide charitable nonprofit organizations serving the Hoh Indian Reservation community selected by the Tribe with the concurrence of the State Gaming Agency, providing assistance within the county in the areas of social development, health, food or shelter. In the event the Washington State Council on Problem Gambling ceases to exist or substantially changes its purpose, then the parties agree to meet and in good faith designate a successor recipient bona fide nonprofit organization whose primary purposes are related to addressing the ills of compulsive and/or problem gambling within the State, the Hoh Indian Reservation and neighboring communities. Any dispute arising under this subsection E shall be resolved pursuant to Section XII.C of this Compact.

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

The Tribe shall reimburse the State Gaming Agency for all reasonable costs and expenses actually incurred by the State Gaming Agency in carrying out its responsibilities as authorized under the provisions of this Compact. Upon execution of this Compact, and annually thereafter, the State Gaming Agency shall prepare a schedule of fees for its monitoring, investigation and processing activities. The State Gaming Agency shall prepare quarterly estimates for review by the Tribe in advance of billing for actual costs and expenses. Reimbursement shall be made for monitoring, investigative, and processing costs. With regard to administrative actions, reimbursement shall be made to the extent costs incurred exceed the certification fees received. The State shall submit a verified, detailed statement of costs and

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

XIV. PUBLIC HEALTH AND SAFETY

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

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

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

C. Community Impact Mitigation.

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

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

2. Within six (6) months of the date of final approval of this Compact, the Tribal and the Jefferson County Sheriff's Office shall enter into a Memorandum of Understanding (MOU) delineating the governmental relationships and responsibilities both on and off the Hoh Reservation with respect to the remediation of impacts on law enforcement. Provided the Tribe and the Jefferson County Sheriff's Office enter into an MOU, fifty percent (50%) of the 2.0% Impact Mitigation Fund shall be disbursed to the Jefferson County Sheriff's Office. The remainder of the funds shall be disbursed to the other affected jurisdictions pursuant to a separate MOU. In the event that the parties are unable to enter into such an MOU(s) then, except as set forth below, the Impact Mitigation Fund shall be placed in an interest bearing escrow account(s) which have not been disbursed to any jurisdiction, those funds shall be immediately disbursed by agreement of a committee made up of the Tribal Chairman, the Chair of the County Board of Commissioners and the Director of the State Gaming Agency or its designee. Thereafter, a new escrow account(s) shall be opened for each succeeding twelve (12) month period.

3. Impact Mitigation sums designated for distribution shall be paid within thirty (30) days following the end of each quarter (January 30, April 30, July 30, and October 30), following the opening of the Class III Gaming Facility to the public and the execution of appropriate MOU(s).

4. The MOU(s) shall provide that except for the fifty percent (50%) allocation to the Jefferson County Sheriff's Office, which shall be used to provide additional law enforcement officers to assist the Hoh Indian Tribal Police, may be re-evaluated after a two year period.

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

D. Community Relations. Upon written request of any adjacent local government, the Tribe and/or the Tribal Gaming Agency shall meet and discuss with such government any concerns regarding the impact of the Class III Gaming Operation upon the neighboring communities.

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

XV. AMENDMENTS, DURATION AND EFFECTIVE DATE

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

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

C. Other Termination - Change of State Law. If the laws of the State authorizing the activities set forth herein as Class III Gaming Activities are repealed, and State law then prohibits such gaming for any purpose by any person, organization or entity, it is the State's position that the provisions of the Compact providing for such gaming would not be authorized and continued operation of such gaming would constitute a violation of the Compact and the State may bring an action in Federal District Court for the Western District of Washington pursuant to 25 USC Section 2710(d)(7)(A)(ii). It is the Tribe's position that as a sovereign nation, it has the inherent right to engage in gaming activities within its own territorial jurisdiction and that this Compact is entered into only for the purposes of complying with the I.G.R.A. The Tribe disagrees that under the I.G.R.A. such State legislation would have the effect claimed by the State. The Tribe agrees that the stated forum is the appropriate forum for the purpose of litigating the issue.

D. Adjustments/renegotiations.

1. Adjustments - Mutual. The terms and conditions of this Compact may be adjusted at any time by the mutual and written agreement of both parties, except as limited by Section XV.D.3 of this Compact.

2. Changes to and Interpretation of Laws. The parties shall adjust the terms and conditions of this Compact, except as provided below in Section XV.D.3, 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;

(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 that permits 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 was not authorized by this Compact; or

(c) federal legislation authorizes the operation of or participation in gaming activity that was not authorized at the time this Compact was executed or was not authorized by this Compact.

3. Renegotiation/Amendments - Section III of this Compact. Section III F, I, J, and K of the Compact regarding certain aspects of the scope of gaming shall not be subject to renegotiation or amendment for thirty-six (36) months from the date of this Compact, unless one of the following occurs: (1) the laws of the State are amended, expanding gaming beyond that which is now allowed under the terms of this Compact; (2) 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 (3) another tribe West of the Cascade Mountains obtains, through a Compact or Amendment to a Compact approved by the Secretary of the Interior, greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact; (4) another tribe East of the Cascade Mountains obtains, through a Compact approved by the Secretary of the Interior, greater levels of wagering, hours of operation, size and/or scope of Class III gaming activities, than authorized by the provisions of this Compact and the Tribe can demonstrate that such levels have resulted in an adverse economic impact on the Class III gaming operation.

4. Renegotiation of Compact After Moratorium Period. At the conclusion of the moratorium period on renegotiation set forth in Section XV.D.3, the State and the Tribe shall meet and confer as to whether the Gaming Operation should be expanded to meet market needs at that time. Negotiations under this paragraph shall be in accordance with Section XV.D.6.

5. Renegotiation/Amendments - Other Sections of Compact. At any time after execution of this Compact, the parties shall renegotiate Sections of the Compact, other than Section III F, I, J and K, upon the written notice and request by one party to the other if and when circumstances and events unforeseen at the time of the negotiation and execution of this Compact occur meriting discussion and renegotiation of such provisions.

6. Process and Negotiation Standards. All written requests to amend or renegotiate shall include the activities or circumstances to be negotiated together with a statement of the basis supporting the request. If the request meets the requirements of this subsection, the parties shall confer and required negotiations shall commence within thirty (30) days of the request. All matters involving negotiations or other amendatory processes under this section shall be otherwise governed, controlled and conducted in conformity with the provisions and requirements of 25 USC Section 2710 (d), except in subsections where a different resolution is specifically provided for by this Compact. The original terms and provisions of this Compact shall remain in effect unless and until the parties agree on renegotiated terms.

7. State Authorization of Additional Class III Gaming Activities. In the event the State hereafter authorizes any additional Class III gaming activity, including electronic facsimiles of Class II or Class III gaming, the Tribe shall be authorized to immediately commence conducting such activity prior to completing of the subsequent negotiations as provided in Section XV.D.2, if such activity is conducted in accordance with all of the limitations, regulations and requirements of the State.

8. State Authorization to Other Tribes Modifying Scope of Gaming Compact. Notwithstanding any other provision of this Compact to the contrary, if after the signing of this Compact, the Secretary of the Interior approves a compact with any Washington Tribe west of the Cascade Mountains, or an amendment thereto, and such compact gives such tribe more Gaming Stations, higher wager limits, other Class III gaming activity, and/or more hours of operation or otherwise approves a compact or amendment to a compact which gives such Tribe an expansion of terms other than those identified above, then this Compact shall be amended automatically to maintain equality. Provided, either party shall have the right to take the issue to dispute resolution under the provisions of Section XII.C of this Compact if a dispute arises regarding the applicability of this automatic amendment provision to a particular term approved in another compact.

XVI. LIMITATION OF LIABILITY

Neither the Hoh Tribe nor the State create, 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 waive or in any way 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. NOTICES

Unless otherwise indicated by this Compact, all notices required or authorized to be served shall be served by certified mail or by expedited services which require a signature for receipt, at the following addresses:

Governor
State of Washington
State Capitol
Olympia, WA 98504

Tribal Chairman
Hoh Indian Tribe
HC 80, Box 917
Forks, WA 98331

Director, Frank Miller
Wash. State Gambling Commission
Box 42400
Olympia, WA 98504

Executive Secretary
Wash. Horse Racing Commission
3700 Martin Way
Olympia, WA 98504

XVIII. 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 shall continue in full force and effect subject to renegotiation pursuant to Section XV.D of this Compact.

IN WITNESS THEREOF, the Hoh Tribe and the State of Washington have executed this Compact.

SIGNATURES

THE HOH TRIBE

BY: Mary Ann Leitka
Mary Leitka, Chairperson

Date 5-25-95

THE STATE OF WASHINGTON

BY: Mike Lowry
Mike Lowry, Governor

Date 5-25-95

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THE DEPARTMENT OF THE INTERIOR

BY: Kevin Gover
Kevin Gover
Assistant Secretary - Indian Affairs

Date: DEC 22 2000

APPENDIX A

HOH TRIBE - STATE OF WASHINGTON
CLASS III GAMING COMPACT

STANDARDS OF OPERATION AND MANAGEMENT
FOR CLASS III ACTIVITIES

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STANDARDS OF OPERATION AND MANAGEMENT FOR CLASS III ACTIVITIES

1. DEFINITIONS

In these standards, unless the context indicates otherwise:

"Accounting Department" means the department established in the tribal gaming operation's system of organization to perform accounting functions in accordance with these standards;

"Cage Cashiers" means the cashiers performing any of the functions in the Cashier's Cage as set forth in these standards;

"Cash Equivalent" means a treasury check, personal check, travelers check, wire transfer of funds, money order, certified check, cashiers 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;

"Chief Operating Officer" means the senior executive of the tribal gaming operation exercising the overall management or authority over all the operations of the tribal gaming operation and overall management of gaming operation employees;

"Closer" means the original of the table inventory slip upon which each table inventory is recorded at the end of each shift;

"Tribal Gaming Agency" means the Hoh Indian Tribal Gaming Commission;

"Compact" means the Hoh Tribe - State of Washington Gaming Compact adopted pursuant to the Indian Gaming Regulatory Act, 25 USC Section 2701 et seq.;

"Credit Slip" (known as a **"Credit"**) means the document reflecting the removal of gaming chips and coins from a gaming station in accordance with these standards;

"Drop Box" means the metal container attached to a gaming station for deposit of cash and certain documents received at a gaming station as provided by these standards;

"Fill Slip" (known as a **"Fill"**) means the document reflecting the distribution of gaming chips and coins to a gaming station as provided in these standards;

"Gaming Facility" means any gaming facility as defined in the Compact in which a tribal gaming operation is conducted;

"Gaming Facility Supervisor" means a person in a supervisory capacity and required to

perform certain functions under these standards, including but not limited to, Pit Bosses, Gaming Facility Shift Managers, the Assistant Gaming Facility Manager and the Gaming Facility Manager;

"Imprest Basis" means the basis on which Cashier's Cage funds are replenished from time to time by exactly the amount of the net expenditures made from the funds and amounts received and in which a review of the expenditure is made by a higher authority before replenishment;

"Incompatible Function" means a function for accounting and internal control purposes that places any person or department in a position to both perpetrate and conceal errors or irregularities in the normal course of his or her duties. Anyone both recording transactions and having access to the relevant assets is in a position to perpetrate errors or irregularities.

"Independent Accountant" means a professional accountant suitably qualified and sufficiently independent to act as auditor of the tribal gaming operation;

"Inspector" means an employee of the Tribal Gaming Agency duly appointed by the agency as an inspector;

"Master Game Report" means a record showing the computation of the win or loss for each game, at each gaming station, for each shift;

"Opener" means the duplicate copy of the table inventory slip upon which each table inventory is recorded at the end of each shift and serves as the record of each table inventory at the beginning of the next succeeding shift;

"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;

"Request for Credit" means the document reflecting the authorization for preparation of a credit with respect to removal of gaming chips and coins from a gaming station in accordance with these standards;

"Request for Fill" means the document reflecting the request for the distribution of gaming chips and coins to a gaming station as provided in these standards;

"Security Department Member" means any person who is a member of the Security Department established in the tribal gaming operation's system of organization in accordance with these standards;

"State Gaming Agency" means the state agency responsible for review of the tribal gaming operation in accordance with the provisions of the Compact;

"Table Game Drop" means the sum of the total amounts of currency and coin removed from a drop box;

"Table Game Win or Loss" means the amount determined by adding the amount of cash or coin, the amount recorded on the closer, removed from a drop box, plus credits, and subtracting the amount recorded on the opener and the total of the amounts recorded on fills removed from a drop box;

"Tribal Gaming Operation" means the Class III gaming operation involving games authorized under Section III of the Compact.

2. ACCOUNTING RECORDS

(1) The tribal gaming operation shall maintain complete, accurate and legible records of all transactions relating to the revenues and costs of the gaming operation.

(2) General accounting records shall be maintained on a double entry system of accounting with transactions recorded on the accruals basis, and detailed, supporting, subsidiary records, sufficient to meet the requirements of paragraph (4).

(3) The forms of accounts adopted should be of a standard form which would ensure consistency, comparability and effective disclosure of financial information.

(4) The detailed, supporting and subsidiary records shall include, but not necessarily be limited to:

(a) Records of all patrons' checks initially accepted, deposited and returned as "Uncollected"; and ultimately written off as "Uncollectible";
(b) Statistical game records to reflect drop and win amounts for each station, for each game, and for each shift;
(c) Records of investments in property and services, including equipment used directly in connection with the operation of Class III gaming;
(d) Records of amounts payable by the tribal gaming operation; and
(e) Records which identify the purchase, receipt and destruction of gaming chips used in wagering.

(5) All accounting records shall be kept for a period not less than two (2) years form their respective dates.

3. SYSTEM OF INTERNAL CONTROL

(1) The tribal gaming operation shall submit to the Tribal Gaming Agency and the State

Gaming Agency a description of its system of internal procedures and administrative and accounting controls before gaming operations are to commence.

(2) Each such submission shall contain both narrative and diagrammatic representation of the internal control system to be utilized by the tribal gaming operation.

(3) The submission required by paragraph (1) shall be signed by the executive responsible for its preparation and shall be accompanied by a report of an independent accountant stating that the submitted system conforms in all respects to the principles of internal control required by those standards.

4. FORMS, RECORDS, DOCUMENTS AND RETENTION

(1) All information required by these standards is to be placed on a form, record or document or in stored data in ink or other permanent form.

(2) Whenever duplicate or triplicate copies are required of a form, record or document:

(a) The original, duplicate and triplicate copies shall be color coded.
(b) If under these standards, forms, records, and documents are required to be inserted in a locked dispenser, the last copy shall remain in a continuous unbroken form in the dispenser; and
(c) If under these standards, forms or serial numbers of forms are required to be accounted for or copies of forms are required to be compared for agreement and exceptions noted, such exceptions shall be reported immediately in writing to the Tribal Gaming Agency for investigation.

(3) Unless otherwise specified in these standards or exempted by the Tribal Gaming Agency, all forms, records, documents and stored data required to be prepared, maintained and controlled by these standards shall:

(a) Have the title of the form, record, document, or stored data imprinted or pre-printed thereon or therein;
(b) Be located on Hoh Indian Reservation or such other location as is approved by the Tribal Gaming Agency; and
(c) Be retained for a period of at least two (2) years in a manner that assures reasonable accessibility to inspectors of the Tribal Gaming Agency and personnel of the State Gaming Agency.

5. ANNUAL AUDIT AND OTHER REPORTS

(1) The tribal gaming operation shall, at its own expense, cause its annual financial statements to be audited in accordance with generally accepted auditing standards by an

independent accountant.

(2) The annual financial statements shall be prepare don a comparative basis for the current and prior calendar or fiscal year and shall present the financial position and results of operation sin conformity with generally accepted accounting principles.

(3) Two copies of the audited financial statements, together with the report thereon of the tribal gaming operation's independent accountant shall be filed with the Tribal Gaming Agency and with the State Gaming Agency not later than 120 days following the end of the calendar or fiscal year. Extensions may be granted by the Tribal Gaming Agency for extenuating circumstances.

(4) The tribal gaming operation shall require its independent accountant to render the following additional reports:

(a) 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

(b) 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 the 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.

(5) Two copies of the reports required by paragraph (4) and two 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 and with the State Gaming Agency by the tribal gaming operation within 120 days following the end of each fiscal year or within thirty (30) days of receipt whichever is earlier. Provided, extensions may be granted for extenuating circumstances by the Tribal Gaming Agency.

6. <u>CLOSED CIRCUIT TELEVISION SYSTEM</u>

(1) The tribal gaming operation shall install a closed circuit television system according to the following specifications.

(2) The closed circuit television system shall include, but need not be limited to the following:

(a) Light sensitive cameras some with zoom, scan and tilt capabilities to effectively and clandestinely monitor in detail and from various vantage points, the following:

(i) The gaming conducted at each gaming station in the gaming facility and the activities in the gaming facility pits;
(ii) The operations conducted at and in the cashier's cage;
(iii) The count processes conducted in the count rooms in conformity with these standards;
(iv) The movement of cash, gaming chips, drop boxes and drop buckets in the establishment;
(v) The entrances and exits to the gaming facility and the count rooms; and
(vi) Such other areas as the Tribal Gaming Agency designates.

(b) Video units with time and date insertion capabilities for taping what is being viewed by any camera of the system; and

(c) One or more monitoring rooms in the establishment which shall be in use at all times by the employees of the security department assigned to monitor the activities in the gaming facility and which may be used as necessary by the inspectors of the Tribal Gaming Agency and agents of the State Gaming Agency; and

(d) Audio capability in the count rooms.

(3) Adequate lighting shall be present in all areas, including gaming stations and pits, where closed circuit camera coverage is required.

(4) The tribal gaming operation shall be required to maintain a surveillance log of all surveillance activities in the monitor room. The log shall be maintained by monitor room personnel and shall include, at a minimum, the following:

(a) Date and time of surveillance;
(b) Person initiating surveillance;
(c) Reason for surveillance;
(d) Time of termination of surveillance;
(e) Summary of the results of the surveillance;
(f) A record of any equipment or camera malfunctions.

(5) The surveillance log shall be available for inspection at any time by inspectors of the Tribal Gaming Agency and agents of the State Gaming Agency.

(6) Video or audio tapes shall be retained for at least seven (7) days and at least thirty (30) days in the case of tapes of evidentiary value, or for such longer period as the Tribal Gaming Agency or the State Gaming Agency may require.

(7) Entrances to the closed circuit television monitoring rooms shall not be visible from the gaming facility area.

7. ORGANIZATION OF THE TRIBAL GAMING OPERATION

(1) The tribal gaming operation shall have a system of internal control that includes the following:

(a) Administrative control, which includes but is not limited to the plan of organization and the procedures and records that are concerned with the decision making processes leading to management's authorization of transactions; and

(b) Accounting control which includes the plan of organization and the procedures and records that are concerned with the safeguarding of assets and the reliability of financial records and are consequently designed to provide reasonable assurance that:

(i) Transactions are executed in accordance with the management's general and specific authorization which shall include the requirements of these standards;
(ii) Transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and with these standards, and to maintain accountability for assets;
(iii) Access to assets is permitted only in accordance with management's authorization which shall include the requirements of these standards; and
(iv) The recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(2) The tribal gaming operation's system of internal control shall provide for:

(a) Competent personnel with an understanding of prescribed procedures; and
(b) The segregation of incompatible functions so that no employee is in a position to perpetrate and conceal errors or irregularities in the normal course of his or her duties.

(3) The tribal gaming operation shall, at a minimum, establish the following departments:

(a) A security department supervised by the head of the security department who shall cooperate with, yet perform independently of, all other departments and

shall report directly to the Chief Operating Officer of the tribal gaming operation regarding matters of policy, purpose, and responsibilities. The head of security shall be responsible for, but not limited to the following:

(i) - The clandestine surveillance of the operation and conduct of the table games;
(ii) The clandestine surveillance of the operation of the cashier's cage;
(iii) The video and audio taping of activities in the count rooms;
(iv) The detection of cheating, theft, embezzlement, and other illegal activities in the gaming facility, count rooms, and cashier's cage;
(v) The video taping of illegal and unusual activities monitored; and
(vi) The notification of appropriate gaming facility supervisors, and the Tribal Gaming Agency upon the detection and taping of cheating, theft, embezzlement, or other illegal activities.
(vii) Security Department to control issue, collection and storage of cards, shoes, dice and other gaming devices deemed appropriate, and to control disposition and/or destruction of same.

No present or former surveillance department employee shall be employed in any other capacity in the tribal gaming operation unless the Tribal Gaming Agency, upon petition approves such employment in a particular capacity upon a finding that: (i) one year has passed since the former surveillance department employee worked in the surveillance department; and (ii) surveillance and security systems will not be jeopardized or compromised by the proposed employment of the former surveillance department employee in the capacity proposed; and (iii) errors, irregularities, or illegal acts cannot be perpetrated and concealed by the former surveillance department employee's knowledge of the surveillance system in the capacity in which the former surveillance department employee will be employed.

(b) A gaming facility department supervised by a gaming facility manager who shall perform independently of all other departments and shall report directly to the chief operating officer. The gaming facility manager shall be responsible for the operation and conduct of all Class III activities conducted in the gaming facility.

(c) A gaming facility accounting department supervisor who shall report directly to the chief operating officer.

The supervisor responsibilities shall include, but not be limited to, the following:

(i) accounting controls;
(ii) the preparation and control of records and data required by these standards; and
(iii) the control of stored data, the supply of unused forms, the accounting for

an comparing of forms used in the gaming operation and required by these standards;

(d) A cashier's cage supervised by a cage supervisor who shall supervise cage cashiers and cooperate with, yet perform independently of, the gaming facility and security departments,.and shall be under the supervision of, and report directly to the chief operating officer. The cashier's cage shall be responsible for, but not limited to the following:

(i) the custody of currency, coin, patron checks, gaming chips, and documents and records normally associated with the operation of a cashier's cage;

(ii) the approval, exchange, redemption and consolidation of patron checks received for the purpose of gaming in conformity with the gaming operation's standards;

(iii) the receipt, distribution and redemption of gaming chips in conformity with these standards; and

(iv) such other functions normally associated with the operation of a cashier's cage.

(4) The tribal gaming operation's personnel shall be trained in all accounting and internal control practices and procedures relevant to each employee's individual function. Special instructional programs shall be developed by the tribal gaming operation in addition to any on-the-job instruction sufficient to enable all members of the departments required by this standard to be thoroughly conversant and knowledgeable with the appropriate and required manner of performance of all transactions relating to their function.

8. PERSONNEL ASSIGNED THE OPERATION & CONDUCT OF CLASS III GAMING ACTIVITIES

(1) Table games shall be operated by dealers or croupiers who shall be the persons assigned to each gaming station.

(2) A pit boss shall be the supervisor assigned the responsibility for the overall supervision of the operation and conduct of gaming at the table games played within a single pit and shall oversee any intermediate supervisors assigned by the tribal gaming operation to assist in supervision of table games in the pit.

(3) A gaming facility shift manager shall be the supervisor assigned to each shift with the responsibility for the supervision of table games conducted in the gaming facility. In

the absence of the gaming facility manager, the gaming facility shift manager shall have the authority of a gaming facility manager.

(4) Nothing in this standard shall be construed to limit the tribal gaming operation from utilizing personnel in addition to those described herein;

9. CASHIER'S CAGE

(1) As part of the gaming operation there shall be on or immediately adjacent to the gaming floor a physical structure known as the cashier's case ("cage") to house the cashiers and to serve as the central location for the following:

(a) The custody of the cage inventory comprising currency, coin, patron checks, gaming chips, forms, documents and records normally associated with the operation of a cage;

(b) the approval of patron checks for the purpose of gaming in conformity with these standards;

(c) the receipt, distribution, and redemption of gaming chips in conformity with these standards; and

(d) such other function normally associated with the operation of a cage.

(2) The tribal gaming operation shall have a reserve cash bankroll in addition to the imprest funds normally maintained by the cashier's cage, on hand in the cashier's cage or readily available to the cashier's cage at the opening of every shift in a minimum amount established by the tribal gaming operation.

(3) The cage shall be designed and constructed to provide maximum security including, at a minimum, the following:

(a) An enclosed structure except for openings through which items such as gaming chips, checks, cash, records, and documents can be passed to service the public and gaming stations;

(b) Manually triggered silent alarm systems connected directly to the monitoring rooms of the closed circuit television system and the security department office,

(c) Access shall be through a locked door.

(i) The system shall have closed circuit television coverage which shall be monitored by the gaming facility security department.

(4) The tribal gaming operation shall place on file with the Tribal Gaming Agency the

names of all persons authorized to enter the cage, those who possess the combination or the keys or who control the mechanism to open the locks securing the entrance to the cage, and those who possess the ability to operate the alarm systems.

10. ACCOUNTING CONTROLS WITHIN THE CASHIER'S CAGE

(1) The assets for which the cashiers are responsible shall be maintained on an imprest basis. At the end of each shift, the cashiers assigned to the outgoing shift, shall record on a cashier's count sheet the face value of each cage inventory item counted and the total of the opening and closing cage inventories and shall reconcile the total closing inventory with the total opening inventory.

(a) Cashiers functions shall be, but are not limited to the following:

(i) Receive cash, checks, and gaming from patrons for check consolidations, total or partial redemptions or substitutions;
(ii) Receive gaming chips from patrons in exchange for cash;
(iii) Receive travelers checks and other cash equivalents from patrons in exchange for currency or coin;
(iv) Receive documentation with signatures thereon, required to be prepared for the effective segregation of functions in the cashier's cage;
(v) Receive from security department members, chips and coins removed from gaming stations in exchange for the issuance of credit;
(vi) Receive from security department members, requests for fills in exchange for the issuance of a fill and the disbursal of gaming chips;
(vii) Receive cash form the coin and currency count rooms;
(viii) Prepare the overall cage reconciliation and accounting records; and
(ix) Perform such other functions as necessary to ensure proper accountability consistent with these standards.

(2) The tribal gaming operation in its discretion may utilize the necessary number of independent cashiers to ensure compliance with these standards.

(3) Signatures attesting to the accuracy of the information contained on the following sheets shall be, at a minimum:

(a) On the cashier's count sheet, the fill bank closeout sheet, and the main bank closeout sheet, the signatures of the cashiers assigned to the incoming and outgoing shifts.

(4) At the conclusion of gaming activity each day, at a minimum, copies of the cashier's count sheet, recapitulation, fill, main, and related documentation, shall be forwarded to the accounting department for agreement of opening and closing inventories, and agreement of amounts thereon to other forms, records and

documentation required by these standards or for the recording of transactions.

11. DROP BOXES

(1) Each gaming station in a gaming facility shall have attached to it a metal container known as a "Drop Box", in which shall be deposited all cash, duplicate fills and credits, requests for fills and credits, and station inventory forms.

(2) Each drop box shall have:

(a) One separate lock securing the contents placed into the drop box, the key to which shall be different from any other key;
(b) A separate lock securing the drop box to the gaming stations, the key to which shall be different from the key to the lock securing the contents of the drop box;
(c) An opening through which currency, coins, forms, records and documents can be inserted into the drop box;
(d) Permanently imprinted or impressed thereon, and clearly visible a number corresponding to a permanent number on the gaming station to which it is attached, and a marking to indicate game and shift, except that emergency drop boxes may be maintained without such number or marking, provided the word "emergency" is permanently imprinted or impressed thereon and, when put into use, are temporarily marked with the number of the gaming station and identification of the game and shift.

(3) The key utilized to unlock the drop boxes from the gaming stations shall be maintained and controlled by the security department.

(4) The key to the lock securing the contents of the drop boxes shall be maintained and controlled by the Tribal Gaming Agency.

12. DROP BOXES, TRANSPORTATION TO AND FROM GAMING STATIONS AND STORAGE IN THE COUNT ROOM

(1) All drop boxes removed from the gaming stations shall be transported, at a minimum, by one security department member and one employee of the tribal gaming operation directly to, and secured in, the count room.

(2) All drop boxes, not attached to a gaming station, shall be stored in the count room in an enclosed storage cabinet or trolley and secured in such cabinet or trolley by a separately keyed, double locking system. They key to one lock shall be maintained and controlled by the security department and the key to the second lock shall be maintained and controlled by the Tribal Gaming Agency Inspector.

(3) Drop boxes, when not in use during a shift may be stored on the gaming stations provided that there is adequate security. If adequate security is not provided during this time, the drop boxes shall be stored in the count room in an enclosed storage cabinet or trolley as required in paragraph (2).

13. PROCEDURE FOR EXCHANGE OF CHECKS SUBMITTED BY GAMING PATRONS

(1) Except as otherwise provided in this section, no employee of the tribal gaming operation, and no person acting on behalf of or under any arrangement with the tribal gaming operation, shall make any loan, or otherwise provide or allow to any person any credit or advance of anything of value or which represents value to enable any person to take part in gaming activity as a player; provided, that nothing in these standards shall restrict the use of any automatic device for providing cash advances on patrons' credit cards or bank cards in accordance with normal commercial practices; Provided further, that nothing in these standards shall restrict the use of patron checks when utilized in accordance with these standards.

(2) All personal checks sought to be exchanged in the tribal facility by a patron shall be:

(a) Drawn on a bank and payable on demand;
(b) Drawn for a specific amount;
(c) Made payable to the tribal gaming operation; and
(d) Currently dated, but not post dated.

(3) All checks sought to be exchanged at the cashiers' cage shall be:

(a) Presented directly to the cashier who shall:

(i) Restrictively endorse the check "for deposit only" to the tribal gaming operation's bank account;
(ii) Initial the check;
(iii) Date and time stamp the check;
(iv) Immediately exchange the check for currency and coin in an amount equal to the amount for which the check is drawn; and
(v) Forward all patron checks to the main bank cashier;

(4) Prior acceptance of a travelers check from a patron, the general cashier shall verify its validity by:

(a) Requiring the patron to countersign the travelers check in his or her presence;

(b) Comparing the countersignature with the original signature on the travelers check;

(c) Examining the travelers check for any other signs of tampering, forgery or alteration; and

(d) Performing any other procedures which the issuer of the travelers check requires in order to indemnify the acceptor against loss.

(5) Prior to the acceptance of any tribal gaming operation check from a patron, a general cashier shall examine that patron's identification credentials to ensure the patron's identity and shall maintain documentation supporting that examination.

(6) A person may obtain cash at the cashier's cage to be used for gaming purposes by presenting a recognized credit card to a general cashier. Prior to the issuance of cash to a person, the general cashier shall verify through the recognized credit card company the validity of the person's credit card, or shall verify through a recognized electronic funds transfer company which, in turn, verifies through the credit card company the validity of the person's credit card, and shall obtain approval for the amount of cash the person has requested. The general cashier shall then prepare such documentation as required by the tribal gaming operation to evidence such transactions and to balance the imprest fund prior to the issuance of the cash.

14. PROCEDURE FOR DEPOSITING CHECKS RECEIVED FROM GAMING PATRONS

(1) All checks received in conformity with these standards shall be deposited in the tribal gaming operation's bank account in accordance with the tribal gaming operations normal business practice, but in no event later than seven (7) days after receipt.

(2) In computing a time period prescribed by this section, the last day of the period shall be included unless it is a Saturday, Sunday, or a tribal, state or federal holiday, in which event the time period shall run until the next business day.

(3) Any check deposited into a bank will not be considered clear until a reasonable time has been allowed for such check to clear the bank.

15. PROCEDURE FOR COLLECTING AND RECORDING CHECKS RETURNED TO THE GAMING OPERATION AFTER DEPOSIT

(1) All dishonored checks returned by a bank ("returned checks") after deposit shall be returned directly to, and controlled by accounting department employees.

(2) No person other than one employed within the accounting department may engage in efforts to collect returned checks except that a collection company or

an attorney-at-law representing the tribal gaming operation may bring action for such collection. Any verbal or written communication with patrons regarding collection efforts, shall be documented in the collection section.

(3) Continuous records of all returned checks shall be maintained by accounting department employees. Such records shall include, at a minimum the following:

(a) The date of the check;
(b) The name and address of the drawer of the check;
(c) The amount of the check;
(d) The date(s) the check was dishonored;
(e) The date(s) and amount(s) of any collections received on the check after being returned by a bank.

(4) A check dishonored by a bank may be immediately redeposited if there is sufficient reason to believe the check will be honored the second time.

(5) If a check is dishonored a second time, the name of the person who submitted the check shall be kept in a log, and available to the cashier. Such person shall be prohibited from submitting a future check until the amount is paid in full.

16. PROCEDURE FOR ACCEPTING CASH AT GAMING STATIONS

(1) The cash shall be spread on the top of the gaming station by the croupier or dealer, accepting it in full view of the patron who presented it and the facility supervisor specifically assigned to such gaming station.

(2) The amount of cash shall be announced by the croupier or dealer accepting it in a tone of voice calculated to be heard by the patron who presented the cash and the facility supervisor specifically assigned to such gaming station. All cash changes of $50.00 or over to be verified by supervisor.

(3) Immediately after an equivalent amount of gaming chips has been given to the patron, the cash shall be taken from the top of the gaming station and placed by the croupier or dealer into the drop box attached to the gaming station.

17. ACCEPTANCE OF GRATUITIES FROM PATRONS

(1) No tribal gaming operation employee directly concerned with management, accounting, security and surveillance shall solicit or accept any tip or gratuity from any player or patron.

(2) The tribal gaming operation shall establish a procedure for accounting for all tips received by other gaming employees.

(3) Upon receipt from a patron of a tip, a croupier or dealer assigned to a gaming station shall tap the table or wheel and extend his other arm to show the pit boss that he has received a tip and immediately deposit such tip in the tip box. Tips received shall be retained by employees or pooled among employees in such manner as determined by the tribal gaming operation.

18. ADOPTION OF RULES FOR CLASS III ACTIVITIES

(1) The tribal gaming operation shall submit for approval to the Tribal Gaming Agency rules to govern the conduct of Class III activities operated in the tribal gaming facility. Copies of game rules in effect, from time to time, shall be provided to the State Gaming Agency in accordance with the Compact. Summaries of the rules of each game relevant to the method of play and odds paid to winning bets shall be visibly displayed in the gaming facility and betting limits applicable to any gaming station shall be displayed at such gaming station. Game rules adopted by the Tribal Gaming Agency shall include in addition to the rules of play:

(a) Specifications provided by the equipment manufacturer or supplier applicable to gaming equipment:

(i) Physical characteristics of chips; and
(ii) Physical characteristics of the following:
(A) roulette tables;
(B) roulette balls;
(C) roulette wheels;
(D) cards (including procedures for receipt and storage);
(E) blackjack tables
(F) blackjack layouts;
(G) poker tables;
(H) dice (including procedures for receipt and storage);
(I) craps tables;
(J) craps layouts;
(K) money wheels;
(L) money wheel layouts;
(M) baccarat and mini-baccarat tables;
(N) baccarat and mini-baccarat layouts;
(O) chuck-a-luck tables;
(P) chuck-a-luck layouts;
(Q) red dog tables;
(R) red dog layouts;
(S) beat the dealer layouts;
(T) pai-gow tables and layouts;
(U) dealing shoes (including procedures for receipts and

storage);

(V) bill changer devices;

(W) such other equipment as may be required for use in otherwise authorized Class III activities.

(2) Rules for each authorized game, to include:

(a) Procedures of play;
(b) Minimum and maximum permissible wagers;
(c) Shuffling, cutting and dealing techniques, as applicable;
(d) Payout odds on each form of wager;
(e) Procedures to be followed on occurrence of irregularities, including definition of irregularities as applicable to each game; and
(f) Prohibitions on side betting between and against player and against the house.

19. STATION INVENTORIES AND PROCEDURE FOR OPENING STATIONS FOR GAMING

(1) Whenever a gaming station is opened for gaming, operations shall commence with an amount of gaming chips and coins to be known as the "Station Inventory" and the tribal gaming operation shall not cause or permit gaming chips or coins to be added to or removed from such station inventory during the gaming day except:

(a) In exchange for cash;
(b) In payment of winning wagers and collection of losing wagers made at such gaming station;
(c) In exchange for gaming chips received from a patron having an equal aggregate face value; and
(d) In conformity with the fill and credit procedures described in these standards.

(2) Each station inventory and the station inventory slip prepared in conformity with the procedures set forth in these standards shall be stored during non-gaming hours in a separate locked, clear container which shall be clearly marked on the outside with the game and the gaming station number to which it corresponds. The information on the station inventory slip shall be visible from the outside of the container. All containers shall be stored either in the cashier's cage during non-gaming hours or secured to the gaming station subject to arrangements for security approved by the Tribal Gaming Agency.

(3) The keys to the locked containers containing the station inventories shall be maintained and controlled by the gaming facility department in a secure place

and shall at no time be made accessible to any cashier's cage personnel or to any person responsible for transporting such station inventories to or from the gaming stations.

(4) Whenever gaming stations are to be opened for gaming activity, the locked container securing the station inventory and the station inventory slip shall be unlocked by the gaming facility supervisor assigned to such station.

(5) A croupier or dealer assigned to the gaming stations shall count the contents of the container in the presence of the gaming facility supervisor assigned to such station and shall agree the count to the opener removed from the container.

(6) Signatures attesting to the accuracy of the information on the opener shall be placed on such opener by the croupier of dealer assigned to the station and the gaming facility supervisor that observed the croupier or dealer count the contents of the container.

(7) Any discrepancy between the amount of gaming chips and coins counted and the amount of the gaming chips and coins recorded on the opener, shall be immediately reported to the gaming facility manager, assistant gaming facility manager, or gaming facility shift manager in charge at such time, the security department and the Tribal Gaming Agency inspector verbally. Security will complete the standard security report in writing and immediately forward a copy to the Tribal Gaming Agency.

(8) After the count of the contents of the container and the signing of the opener, such slip shall be immediately deposited in the drop box attached to the gaming station by the croupier or dealer after the opening of such station.

20. <u>PROCEDURE FOR DISTRIBUTING GAMING CHIPS AND COINS TO GAMING STATIONS</u>

(1) A request for fill ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a fill slip ("Fill") for the distribution of gaming chips and coins to gaming stations. The request shall be prepared in a duplicate form and restricted to gaming facility supervisors.

(2) On the original and duplicate of the request, the following information, at a minimum, shall be recorded:

(a) The date, time and shift of preparation;
(b) The denomination of gaming chips or coins to be distributed to the gaming stations;
(c) The total amount of each denomination of gaming chips or coins to be

distributed to the gaming stations;

(d) The game and station number to which the gaming chips or coins are to be distributed.

(e) The signature of the gaming facility supervisor; and

(f) The signature of the security department member.

(3) After preparations of the request, the original of such request shall be transported directly to the cashier's cage.

(4) The duplicate copy of the request shall be placed by the croupier or dealer in public view on the gaming station to which the gaming chips or coins are to be received. Such duplicate copy shall not be removed until the chips and coins are received, at which time the request and fill are deposited in the drop box.

(5) A fill shall be prepared by a cashier whenever gaming chips or coins are distributed to the gaming stations from the cashier's cast.

(6) Fills shall be serially pre-numbered forms, and each series of fills shall be used in sequential order, and the series of numbers of all fills received by a gaming facility shall be separately accounted. All the originals and duplicates of void fills shall be marked "VOID" and shall require the signature of the preparer.

(7) The following procedures and requirements shall be observed with regard to fills:

(a) Each series of fills shall be in triplicate form to be kept in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still located in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser;

(b) Access to the triplicate copy of the form shall be maintained and controlled at all times by employees responsible for controlling and accounting for the unused supply of fills, placing fills in the dispensers, and removing from the dispensers, each day, the triplicate copies remaining therein.

(8) On the original, duplicate and triplicate copies of the fill, the preparer shall record, at a minimum, the following information:

(a) The denomination of the gaming chips or coins being distributed;

(b) The total amount of gaming chips or coins being distributed;

(c) The total amount of all denominations of gaming chips or coins being distributed;

(d) The game and station number to which the gaming chips or coins are being distributed;
(e) The date and shift during which the distribution of gaming chips or coins occur; and
(f) The signature of the preparer

(9) Upon preparation, the time of preparation of the fill shall be recorded, at a minimum, on the original and the duplicate.

(10) All gaming chips or coins distributed to the gaming stations from the cashier's cage shall be transported directly to the gaming stations from the cashier's cage by a security department member who shall agree to the request to the fill and sign the original of the request, maintained at the cashier's cage, before transporting the gaming chips or coins and the original and duplicate of the fill for signature.

(11) Signatures attesting to the accuracy of the information contained on the original and duplicate of the fills shall be, at a minimum, of the following personnel at the following times:

(a) The cashier upon preparation;
(b) The security department member transporting the gaming chips or coins to the gaming station upon receipt from the cashier of gaming chips or coins to be transported;
(c) The croupier or dealer assigned to the gaming station upon receipt;
(d) The gaming facility supervisor assigned to the gaming station, upon receipt of the gaming chips or coins at such station.

(12) Upon meeting the signature requirements as described in paragraph (11), the security department member that transported the gaming chips or coins and the original and duplicate copies of the fill to the station, shall observe the immediate placement by the croupier or dealer of the duplicate fill and duplicate request in the drop box attached to the gaming station to which the gaming chips or coins were transported and return the original fill to the fill bank where the original fill and request shall be maintained together and controlled by employees independent of the gaming facility department.

(13) The original and duplicate "VOID" fills, the original request and the original fill, maintained and controlled in conformity with paragraph (12) shall be forwarded to:

(a) The count team for agreement with the duplicate copy of the fill and duplicate copy of the request removed from the drop box after which the original and duplicate copy of the request and the original and duplicate

copy of the fill shall be forwarded to the accounting department for agreement, on a daily basis, with the triplicate; or

(b) The accounting department for agreement, on a daily basis, with the duplicate fill and duplicate copy of the request removed from the drop box and the triplicate.

21. PROCEDURE FOR REMOVING GAMING CHIPS AND COINS FROM GAMING STATIONS

(1) A request for credit ("Request") shall be prepared by a gaming facility supervisor to authorize the preparation of a credit ("Credit") for the removal of gaming chips and coins to the cashier's cage. The request shall be in duplicate form and access to such form shall, prior to use, be restricted to gaming facility supervisors.

(2) On the original and the duplicate copy of the request the following information, at a minimum, shall be recorded:

(a) The date, time and shift of preparation;
(b) The denomination of gaming chips or coins to be removed from the gaming station;
(c) The total amount of each denomination of gaming chips or coins to be removed from the gaming station;
(d) The game and station number from which the gaming chips or coins are to be removed; and
(e) The signature of the gaming facility supervisor and croupier or dealer assigned to the gaming station from which gaming chips or coins are to be removed.

(3) Immediately upon preparation of a request and transfer of gaming chips or coins to a security department member, a gaming facility supervisor shall obtain on the duplicate copy of the request, the signature of the security department member to whom the gaming chips or coins were transferred and the croupier or dealer shall place the duplicate copy in public view on the gaming station from which the gaming chips or coins were removed, and such request shall not be removed until a credit is received from the fill bank at which time the request and credit are deposited in the drop box.

(4) The original of the request shall be transported directly to the cashier's cage by the security department member who shall at the same time transport the gaming chips or coins removed from the gaming station.

(5) A credit shall be prepared by a fill bank cashier whenever gaming chips or coins

are removed from the gaming stations to the cashier's cage.

(6) Credits shall be serially pre-numbered forms, each series of credits shall be used in sequential order, and the series number of all credits received by a gaming facility shall be separately accounted for. All original and duplicate copies of credits shall be marked "VOID" and shall require the signature of the preparer.

(7) The following procedures and requirements shall be observed with regard to credits:

(a) Each series of credits shall be a three-part form and shall be inserted in a locked dispenser that will permit an individual slip in the series and its copies to be written upon simultaneously while still locked in the dispenser, and that will discharge the original and duplicate while the triplicate remains in a continuous, unbroken form in the dispenser.

(8) On the original, duplicate and triplicate copies of a credit, the preparer shall record, at a minimum, the following information:

(a) The denomination of the gaming chips or coins removed from the gaming station to the cashier's cage;
(b) The total amount of each denomination of gaming chips or cash removed from the gaming station to the cashier's cage;
(c) The total amount of all denominations of gaming chips or coins removed from the gaming station to the cashier's cage;
(d) The game and station number from which the gaming chips or coins were removed;
(e) The date and shift during which the removal of gaming chips or coins occurs; and
(f) The signature of the preparer.

(9) Upon preparation, the time of preparation of the credit shall be recorded, at a minimum, on the original and duplicate copy.

(10) Signatures attesting to the accuracy of the information contained on the original and the duplicate copy of a credit shall include, at a minimum, the following personnel at the following times:

(a) The fill bank cashier upon preparation;
(b) The security department member transporting the gaming chips or coins to the cashier's cage;
(c) The croupier or dealer assigned to the gaming station upon receipt at such station from the security department member; and
(d) The gaming facility supervisor assigned to the gaming station upon

receipt at such station.

(11) Upon meeting the signature requirements as described in paragraph (10), the security department member transporting the original and duplicate copies of the credit to the gaming station, shall observe the immediate placement by the croupier or dealer of the duplicate copies of the credit and request in the drop box attached to the gaming station from which the gaming chips or coins are removed. The security department member shall expeditiously return the original credit to the fill bank where the original of the credit and request shall be maintained together, and controlled by employees independent of the gaming facility department.

(12) The original and duplicate copies of "VOID" credits and the original request and credit, maintained and controlled in conformity with paragraph (11) shall be forwarded to:

(a) The count team for agreement with the duplicate credit and the duplicate request removed from the drop box, after which the request and the original and duplicate credit shall be forwarded to the accounting department for agreement, on a daily basis, with the triplicate, or

(b) The accounting department for agreement, on a daily basis, with the duplicate copies of the credit and request removed from the drop box and the triplicate.

22. <u>PROCEDURE FOR SHIFT CHANGES AT GAMING STATIONS</u>

(1) Whenever gaming stations are to remain open for gaming activity at the conclusion of a shift, the gaming chips and coins remaining at the gaming stations at the time of the shift change shall be counted by either the croupier or dealer assigned to the outgoing shift, and the croupier or dealer assigned to the incoming shift, or the croupier or dealer assigned to the gaming station at the time of a drop box shift change which does not necessarily coincide with an employee shift change. The count shall be observed by the gaming facility supervisor assigned to the gaming station at the time of a drop box shift change.

(2) The gaming chips and coins counted shall be recorded on the station inventory slip by the gaming facility supervisor assigned to the gaming station of the outgoing shift or the gaming facility supervisor assigned to the gaming station at the time of the drop box shift change.

(3) Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

(a) The date and identification of the shift ended;
(b) The game and station number;
(c) The total value of each denomination of gaming chips and coins remaining at the station.

(4) Signatures attesting to the accuracy of the information recorded on the station inventory slips shall be of either the croupier or dealer and the gaming facility supervisor assigned to the incoming and outgoing shifts or the croupier or dealer and the gaming facility supervisor assigned to the gaming station at the time of a drop box shift change.

(5) Upon meeting the signature requirements as described in paragraph (4), the closer shall be deposited in the drop box that is attached to the gaming station immediately prior to the change of shift at which time the drop boxes shall then be removed and the opener shall be deposited in the replacement drop box that is to be attached to the gaming stations immediately following the change of shift. The triplicate shall be forwarded to the accounting department by a security department member.

23. PROCEDURE FOR CLOSING GAMING STATIONS

(1) Whenever the daily gaming activity at each gaming station us concluded, the gaming chips and coins on the gaming station shall be counted by the croupier or dealer assigned to the gaming station and observed by a gaming facility supervisor assigned to the gaming station, and the entire count and closure process shall be monitored and taped by the surveillance department and those tapes retained for a period of at least thirty (30) days.

(2) The gaming chips and coins counted shall be recorded on a station inventory slip by the gaming facility supervisor assigned to the gaming station.

(3) Station inventory slips shall be three-part serially pre-numbered forms and on the original of the slip ("Closer"), the duplicate of the slip ("Opener"), and on the triplicate, which is maintained and controlled by security, the gaming facility supervisor shall record the following:

(a) The date and identification of the shift ended;
(b) The game and station number;
(c) The total value of each denomination of gaming chips and coins remaining at the gaming stations.

(4) Signatures attesting to the accuracy of the information recorded on the station inventory slips at the time of the closing of a gaming station shall include that of the croupier or dealer and the gaming facility supervisor assigned to the

gaming station who observed the croupier or dealer count the contents of the station inventory.

(5) Upon meeting the signature requirements specified in paragraph (4), the closer shall be deposited in a drop box attached to the gaming station immediately prior to the closing of the station.

(6) The triplicate copy of the station inventory slip shall be forwarded to the accounting department by a security department member.

(7) Upon meeting the signature requirements specified in paragraph (4), the opener and the gaming chips remaining at the station shall be placed in the clear container provided for that purpose as specified in these standards after which the container shall be locked.

(8) At the end of each gaming day, if the locked containers are transported to the cashier's cage, a cage cashier shall determine that all locked containers have been returned or, if the locked containers are secured to the gaming station, a gaming facility supervisor shall account for all the locked containers. Provided, that an alternative method to the procedures set forth in this Section 23 above may be approved by mutual agreement of the Tribal and State Gaming Agencies in a Memorandum of Understanding.

24. <u>COUNT ROOM: CHARACTERISTICS</u>

(1) As part of the gaming operation, there shall be a room specifically designated for counting the contents of drop boxes which shall be known as the count room.

(2) The count room shall be designed and constructed to provide maximum security for the materials housed therein and for the activities conducted therein, to include at a minimum, the following:

(a) A door equipped with two separate locks securing the interior of the count room, the keys to which shall be different from each other and from the keys to the locks securing the contents of the drop boxes, and one key shall be maintained and controlled by the security department in a secure area within the security department, access to which may be gained only by a nominated security department member, and the other key maintained and controlled by the gaming facility department;

(b) The security department shall establish a sign out procedure for all keys removed from the security department; and

(c) An alarm device connected to the entrance of the count room in such a manner as to cause a signalling to the monitors of the closed circuit television system in the gaming facility's surveillance monitor room

whenever the door to the count room is opened.

(3) Located within the count room shall be:

(a) - A table constructed of clear glass or similar material for the emptying, counting and recording of the contents of the drop boxes which shall be known as the "Count Table";

(b) Closed circuit television cameras and microphones wired to monitoring rooms capable of, but not limited to the following:

(i) Effective and detailed video and audio monitoring of the entire count process;
(ii) Effective, detailed video-monitoring of the count room, including storage cabinets or trolleys used to store drop boxes; and
(iii) Video and audio taping of the entire count process and any other activities in the count room.

25. PROCEDURE FOR COUNTING AND RECORDING CONTENTS OF DROP BOXES

(1) The contents of drop boxes shall be counted and recorded in the count room in conformity with this standard.

(2) The tribal gaming operation shall notify the Tribal Gaming Agency through an inspector whenever the contents of drop boxes removed from gaming stations are to be counted and recorded which, at a minimum, shall be once each gaming day.

(3) The opening, counting and recording of the contents of drop boxes shall be performed in the presence of an inspector and by those employees assigned by the tribal gaming operation for the conduct of the count ("Count Team") who have no incompatible functions. To gain entrance to the count room, the inspector may be required to present an official identification card containing his or her photograph issued by the Tribal Gaming Agency.

(4) Immediately prior to the opening of the drop boxes, the doors to the count room shall be securely locked and, except as otherwise authorized by this standard, no person shall be permitted to enter or leave the count room, except during a normal work break or in an emergency, until the entire counting, recording and verification process is competed.

(5) Immediately prior to the commencement of the count, one count team member shall notify the person assigned to the closed circuit television monitoring station in the establishment that the count is about to begin, after which such a person

shall make a video and audio recording, with the time and date inserted thereon, of the entire counting process which shall be retained by the security department for at least seven (7) days from the date or recording unless otherwise directed by the Tribal Gaming Agency or State Gaming Agency.

(6) Procedures and requirements for conducting the count shall be the following:

(a) As each drop box is placed on the count table, one count team member shall announce, in a tone of voice to be heard by all persons present and to be recorded by the audio recording device, the game, station number, and shift marked thereon;

(b) The contents of each drop box shall be empties and counted separately on the count table, which procedures shall be at all times conducted in full view of the closed circuit television cameras located in the count room;

(c) Immediately after the contents of a drop box are emptied onto the count table, the inside of the drop box shall be held up to the full view of a closed circuit television camera, and shall be shown to at least one other count team member and the Tribal Gaming Agency inspector to confirm that all contents of the drop box have been removed, after which the drop box shall be locked and placed in the storage area for drop boxes;

(d) The contents of each drop box shall be segregated by a count team member into separate stacks on the count table by denominations of coin and currency and by type of form, record or document;

(e) Each denomination of coin and currency shall be counted separately by at least two count team members who shall place individual bills and coins of the same denomination of the count table in full view of the closed circuit television cameras, and such count shall be observed and the accuracy confirmed orally or in writing, by at least one other count team member;

(f) As the contents of each drop box are counted, one count team member shall record or verify on a master game report, by game, station number, and shift, the following information:

(i) The total amount of currency and coin counted;
(ii) The amount of the opener;
(iii) The amount of the closer;
(iv) The serial number and amount of each fill;
(v) The total amount of all fills;

(vi) The serial number and amount of each credit;
(vii) The total amount of all credits; and
(viii) The win or loss.

(g) After the contents of each drop box have been counted and recorded, one member of the count team shall record by game and shift, on the master game report, the total amounts of currency and coin, station inventory slips, fills and credits counted, and win or loss, together with such additional information as may be required on the master game report by the tribal gaming operation;

(h) Notwithstanding the requirements of sub-paragraphs (f) and (g), if the tribal gaming operation's system of accounting and internal controls provides for the recording on the master game report of fills, credits, and station inventory slips by cage cashiers prior to the commencement of the count, a count team member shall compare for agreement the serial numbers and totals of the amounts recorded thereon to the fills, credits, and station inventory slips removed from the drop boxes;

(i) Notwithstanding the requirements of sub-paragraphs (f) and (g), if the tribal gaming operation's system of accounting and internal controls provides for the count team functions to be comprised only of counting and recording currency, coin, and credits; accounting department employees shall perform all other counting, recording and comparing duties herein;

(j) After completion and verification of the master game report, each count team member shall sign the report attesting to the accuracy of the information recorded thereon;

(k) At no time after the inspector has signed the master game report shall any change be made to it without prior written approval of the Tribal Gaming Agency.

(7) Procedures and requirements at the conclusion of the count for each gaming shift shall be the following:

(a) All cash removed from each drop box after the initial count shall be presented in the count room by a count team member to a cashier who, prior to having access to the information recorded on the master game report and in the presence of the count team and the inspector, shall re-count, either manually or mechanically, the cash received, after which the inspector shall sign the report evidencing his or her presence during the count and the fact that both the cashier and count team have agreed on the total amount of cash counted;

(b) The top copy of the master game report, after signing, and the requests for fills, the fills, the requests for credits, the credits, and the station inventory slips removed from drop boxes shall be transported directly to the accounting department and shall not be available to any cashier's cage personnel;

(c) A duplicate of the master game report, but no other document referred to in this standard whatsoever, shall be retained by the inspector;

(d) If the tribal gaming operation's system of accounting and internal controls does not provide for the forwarding from the cashier's cage of the duplicate of the fills, credits, request for credits, request for fills, such documents recorded or to be recorded on the master game report shall be transported from the count room directly to the accounting department.

(8) The originals and copies of the master game report, request for fills, fills, request for credits, credits and station inventory slips shall, on a daily basis, in the accounting department be:

(a) Compared for agreement with each other, on a test basis, by persons with no recording responsibilities and, if applicable, to triplicates or stored data;
(b) Reviewed for the appropriate number and propriety of signatures on a test basis;
(c) Accounted for by series numbers, if applicable;
(d) Tested for proper calculation, summarization and recording;
(e) Subsequently recorded; and
(f) Maintained and controlled by the accounting department.

26. <u>SIGNATURES</u>

(1) Signatures shall:

(a) Be, at a minimum, the signer's first initial and last name;

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APPENDIX B

THE HOH TRIBE - STATE OF WASHINGTON
CLASS III GAMING COMPACT

RULES GOVERNING CLASS III GAMING
on the
HOH RESERVATION

SECTION 1. SPORTS POOLS

The Tribe shall be entitled to offer sports pools, on regularly scheduled athletic contests, of one hundred (100) squares wherein each square is sold for not more than ten (10) dollars (wager) plus an administrative charge payable to the Tribe of not more than fifty cents ($0.50) per $10.00 wager. All wagers shall be awarded to winners as prizes. All other provisions of state law established in RCW 9.46.0335 regarding the conduct of sports pools shall be applicable.

SECTION 2. PUNCHBOARDS AND PULL-TABS

The Tribe may sell punchboards and pull-tabs in the facility and at other locations on the Hoh Reservation subject to regulation by the Tribe and other than at a location where bingo is played. Such punchboards and pull-tabs shall be sold in a manner consistent with the sale of punchboards and pull-tabs at any location on the Hoh Reservation where bingo is played.

SECTION 3. SALE OF WASHINGTON STATE LOTTERY TICKETS

The sale of Washington State lottery tickets on the Hoh Reservation shall be subject to the provisions of RCW 67.70, WAC 315, and the Tribal Ordinance.

SECTION 4. SATELLITE (OFF-TRACK) WAGERING ON HORSE RACES

4.1 DEFINITIONS.

4.1.1 "Conventional parimutuel pool" means the total wager under the parimutuel system on any horse or horses in a particular race to win, place, or show.

4.1.2 "Commission Regulations" means Title 260 WAC.

4.1.3 "Exotic parimutuel pool" means the total wagers under the parimutuel system on the finishing position of two or more horses in a particular race, such as Quinella or Exacta wagers, or on horses to win two or more races, such as Daily Double wagers, Pick Six wagers, or on other wagers other than conventional parimutuel pool wagers.

4.1.4 "Horse Racing Law" means Chapter 67.16 RCW.

4.1.5 "Parimutuel wagering" means a form of wagering on the outcome of horse races in which those who wager purchase tickets of various denominations on a horse or horses in one or more races. When the outcome of the race or races has been declared official, there is a distribution of the total wagers comprising each pool, less any amounts permitted to be retained by law or under this Compact, to holders of winning tickets on the winning horse or horses.

4.1.6 "Satellite Wagering" means parimutuel wagering on simulcast results.

4.1.7 "Satellite wagering facility" means any facility in which satellite wagering is conducted.

4.1.8 "Simulcast" means the simultaneous television or radio transmission of a race to a facility other than where the race meet is being held.

4.1.9 "Wagering employee" means any person who is employed by the Tribe or at any satellite wagering facility hereunder to handle any monies, materials, records or equipment related to the satellite wagering permitted herein, or who supervises any person who does so or supervises any such supervisor.

4.1.10 Except as otherwise provided herein, meanings ascribed to terms used in the Horse Racing Law and the Commission Regulations are hereby adopted by reference wherever such terms are used in this Compact.

4.2 APPLICABILITY OF LAWS. Wagering at the Hoh tribal satellite wagering facility will be conducted in accordance with this Compact, the Indian Gaming Regulatory Act, the Interstate Horseracing Act, any ordinances or regulations adopted by the Tribe, and Washington Horse Racing Laws as made applicable herein. Nothing herein shall otherwise be deemed a prohibition upon or limitation upon tribal operation of a satellite wagering facility by the Tribe

or on behalf of the Tribe.

4.3 REGULATION OF SATELLITE (OFF-TRACK) WAGERING.

4.3.1 Wagering Permitted. The Tribe is entitled to operate a single satellite wagering facility pursuant to this Compact subject to the following terms and conditions:

a. Unless permitted in accordance with subparagraph c., below, Tribe may conduct satellite wagering only on events simulcast from any Washington State track (whether of a live race, or an authorized simulcast of an out-of-state signal) on the same terms and conditions permitted any other satellite wagering facility in the State without limitation on the distance such tribal facility is from a live race meet, provided, the Tribe is entitled to receive simulcast signals from each Washington State track on terms at least as advantageous as those made available by such track to any other satellite facility operated at a track holding a Class A or Class B Washington Horseracing Commission license or at any other facility operated or leased by an entity holding such a license. Negotiations conducted between the Tribe and the track shall cover areas including, but not limited to, the following: percent of handle received; equipment required and who provides such equipment; who provides wagering employees; and how and on what schedule funds will be transferred. All wagers accepted at the tribal facility on such events shall be made into the parimutuel pool of the Washington State track which provides the simulcast signal, and shall be deemed to have been made at the location of such pool for the purposes of assessment of fees, charges, taxes or other assessments. Nothing herein shall prohibit assessment by the Tribe of taxes, fees or other charges for wagering conducted at the tribal facility, nor shall the State or any of its political subdivisions be authorized to impose any taxes, fees, charges or assessments upon the Tribe or any person or entity authorized to conduct such activities on behalf of the Tribe for the satellite wagering activities regulated hereunder, other than those generally applicable to the parimutuel pool.

b. In the event the Tribe believes it is not offered simulcast signals from a Washington State track on terms at least as advantageous as those made available by such track to the other satellite wagering operators as set forth in subparagraph a., above, the Tribe may request a formal determination from the Commission. The sole issues in such determination will be whether the Washington State track provides terms to those other satellite wagering operators which are more advantageous than those offered to the Tribe and, if so, what terms are less advantageous to the Tribe. Provided, the Commission shall conduct a hearing and render a decision within ninety (90) days after receipt of the request for a determination from the Tribe, and further provided, that if the Commission decision is not rendered within that time, the Tribe is entitled to conduct satellite wagering in accordance with the provisions of

subparagraph c., below. If the Commission determines that the terms offered Tribe are less advantageous, the Washington State track shall have thirty (30) days to offer terms that are at least as advantageous to the Tribe, or the Tribe will be entitled to conduct satellite wagering in accordance with subparagraph c., below. If the Tribe disputes the determination of the Commission regarding whether the terms offered to the Tribe are less advantageous, the Tribe or State may request arbitration under Section XII.C of this Compact.

c. If, following an adverse determination from the Commission, the Washington State track does not offer the terms identified by the Commission in accordance with subparagraph b., above, the Tribe shall be entitled to negotiate for and receive simulcast signals from out-of-state races for an equivalent number of races, to be offered within the subsequent twelve (12) month period, on such terms and conditions as it may obtain. Acceptance of signals from out-of-state tracks shall be made in compliance with the Interstate Horseracing Act, 15 USC §3001, et seq.. Nothing in this section (Section 4) shall be deemed to limit acceptance of satellite wagers to the extent permitted under the Interstate Horseracing Act. Consent of the Commission, as required under the Interstate Horseracing Act shall not be unreasonably withheld. For disputes concerning whether the Commission has unreasonably withheld its consent, the Tribe or the State may request arbitration under Section XII.C of this Compact.

4.3.2 Hours of Operation. The wagering authorized in the Tribe's satellite wagering facility shall be conducted within the "phase one" one hundred twelve (112) or the "phase two" one hundred forty (140) hours per week, averaged annually, as authorized for Class III gaming under Section III of this Compact. Provided, however, when a track providing a simulcast to the tribal facility operates outside the Tribe's regularly scheduled hours of operation, then the satellite wagering portion of the Class III facility authorized under this Compact may be open to the public during the time the sending track is open to the general public.

4.3.3 Approval of Facility. Subject to approval of the physical adequacy of the facility, the Hoh Reservation is hereby approved as location for the conduct of satellite wagering as permitted under this Compact. The right of Tribe to conduct satellite wagering from a facility at such location shall not be affected by its distance from any live race meet being broadcast to such facility, and statutes and regulations imposing distance limitations on the location of satellite wagering facilities relative to live race meets, including but not limited to RCW 67.16.200(c), shall not be applicable to Tribe.

4.3.4 Wagering Rules. All of the rules set forth in Chapter 260-48 WAC ("Mutuels") are hereby incorporated by reference as being applicable to any satellite wagering facility authorized hereunder, subject to the following qualifications:

4.3.4.1 References therein to "racing associations" shall mean the Tribe.

4.3.4.2 References therein to "enclosure of any race track" shall mean the satellite wagering facilities authorized hereunder.

4.3.4.3 Parimutuel machines shall be locked at the time and by the same means as are applicable to parimutuel machines at other satellite wagering facilities within the State or as otherwise required by the parimutuel pool operator at the host race track or other authorized source, if different therefrom, but in all cases prior to the start of any race for which bets are being accepted.

4.3.4.4 References to "the manager of the parimutuel department" shall refer to any person appointed to manage the satellite wagering facility authorized under this Compact.

4.3.4.5 The Tribe may accept exotic bets, including but not limited to daily doubles, quinellas, exactas, wagering on "short fields", daily triples, "Pick n", trifectas, and other exotic bets to the extent made available through parimutuel pools by the parimutuel pool operator.

4.3.5 Other Facilities Within Area. In the event the Commission considers allocation of exclusive or limited areas in which satellite wagering facilities may be located, the Commission will give good faith consideration to designating the Hoh satellite wagering facility as one of those exclusive or limited area satellite wagering sites. Notwithstanding the foregoing, the conduct of satellite wagering at any other facility, including a live racing facility, in the State shall not affect the right of the Tribe to operate its satellite wagering facility at any time.

4.3.6 Amounts Received by Tribe. The Tribe may receive from parimutuel wagers made at its satellite wagering facility such amounts as may be negotiated between it and the operator of the parimutuel pool (track).

4.3.7 Security Control. The Tribe shall maintain such security controls over any satellite wagering facility authorized hereunder as would be required by the Commission for a comparable facility off the Reservation. The Tribe shall remove, deny access to, eject or exclude persons whose presence within such facility would be contrary to the interests of the Tribe or the State in operating an honest, legitimate facility or in meeting the goals and objectives of this Compact or the Act.

4.3.8 Accounting Practices and Audits. Any satellite wagering facility authorized hereunder shall maintain its books and records in accordance with generally accepted accounting principles and such rules and regulations, if any, as are applied to satellite wagering facilities in the State.