United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

MAY 2 1 2004

Honorable Ronald Charles
Chairman, Port Gamble S'Klallam Tribe
31912 Little Boston Road NE
Kingston, Washington 98346

Dear Chairman Charles:

On April 7, 2004, we received the Tribal – State Compact Amendment for Class III gaming between the Port Gamble S'Klallam Tribe (Tribe) and the State of Washington. We have completed our review of this Amendment and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to my delegated authority and Section 11 of IGRA, we approve the Amendment. This Amendment 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,

Aurene M. Martin

Principal Deputy Assistant Secretary – Indian Affairs

Enclosure

Similar Letter Sent to: Honorable Gary Locke
Governor of Washington
State Capitol
Olympia, Washington 98504

cc: Northwest Regional Director
National Indian Gaming Commission
Washington United States Attorney

authority delegated to the Assistant Secretary—Indian Affairs by 209 DM 8.

Dated: June 14, 2004.

Woodrow W. Hopper,

Deputy Assistant Secretary—Management.

[FR Doc. 04–14240 Filed 6–22–04; 8:45 am]

BILLING CODE 4310–W7–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of approved Class III Gaming Compact Amendment.

SUMMARY: This notice publishes an Amendment to an approved Class III Gaming Compact between the Port Gamble S'Klallam Tribe and the State of Washington. Under the Indian Gaming Regulatory Act of 1988, the Secretary of the Interior is required to publish notice in the **Federal Register** approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands.

EFFECTIVE DATE: June 23, 2004.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming Management, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under Section 11 of the Indian Gaming Regulatory Act of 1988 (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 Port Gamble S'Klallam Tribe and the State of Washington have agreed to amend the following Sections; Licensing and State Certification Procedures, Community Impact Contribution, Renegotiation, Hours of Operation, and Age Limitations, as well as, add the game Let it Ride to the existing compact. The Principal Deputy Assistant Secretary—Indian Affairs, Department of the Interior, through her delegated authority, is publishing notice that the Tribal—State Compact Amendment for Class III gaming between the Port Gamble S'Klallam Tribe and the State of Washington is now in effect.

Dated: May 21, 2004.

Aurene M. Martin,

Principal Deputy Assistant Secretary—Indian Affairs.

[FR Doc. 04–14260 Filed 6–22–04; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[UT–924–04–1320–00]

Notice of Coal Lease Offering By Sealed Bid, Summit Creek Tract Coal Lease Application UTU–79975

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice.

SUMMARY: Notice is hereby given that at 1 p.m., June 24, 2004, certain coal resources in lands hereinafter described in Carbon County, Utah will be offered for competitive lease by sealed bid of $100.00 per acre or more to the qualified bidder submitting the highest bonus bid in accordance with the provisions of the Mineral Leasing Act of 1920, as amended (41 Stat. 437). A company or individual is limited to one sealed bid. If a company or individual submits two or more sealed bids for this tract all of the company's or individual's bids will be rejected.

Rental and Royalty: A lease issued as a result of this offering will provide for payment of an annual rental of $3 per acre or fraction thereof and a royalty payable to the United States of 12.5 percent of the value of coal mined by surface methods, and 8 percent of the value of coal mined by underground methods. The value of coal shall be determined in accordance with BLM Manual 3070.

SUPPLEMENTARY INFORMATION: This lease is being offered for sale under the provisions set forth in the regulations for Leasing on Application at 43 CFR part 3425.

The lease sale will be held in the Bureau of Land Management (BLM) Third Floor Conference Room, 324 South State Street, Salt Lake City, Utah, at 1 p.m. on June 24, 2004. At that time, the sealed bids will be opened and read. Any bid received after 10 a.m., June 24, 2004, will not be considered.

No decision will be made during the lease sale to accept or reject any bid. The BLM reserves the right to reject any and all bids regardless of the amount offered. Any bid that is less than fair market value, as determined by the authorized officer, will not be accepted. The successful bidder for the tract will be notified after the BLM has completed analysis of all the bids received consistent with regulations at 43 CFR 3422.3–2(b).

Coal Offered: The coal resources to be offered consist of all recoverable reserves available in the following described lands located in Carbon County, Utah approximately eight miles northeast of Helper, Utah on private lands with federally administered minerals:

T. 12 S., R. 11 E., SLM, Carbon County, Utah
Sec. 29, SWSW, SWSE;
Sec. 30, Lots 4, 12, 14–16;
Sec. 31, Lots 1, 2, 7–11;
Sec. 32, W2NE, E2NW, NWNW, NESW.

Containing 702.73 acres.

The Summit Creek coal tract has one potentially minable coal bed, the Aberdeen bed. The minable portions of the coal bed in this area are around six feet in thickness. The tract contains more than 3.04 million tons of recoverable high-volatile B bituminous coal.

The estimated coal quality in the seam on an "as received basis" is as follows:

12,756—Btu/lb.,

5.95—Percent moisture,

4.63—Percent ash,

44.73—Percent volatile matter,

44.69—Percent fixed carbon,

0.44—Percent sulfur.

Bidding instructions are included in the Detailed Statement of the Lease Sale. A copy of the detailed statement and the proposed coal lease are available by mail at the BLM, Utah State Office, P.O. Box 45155, Salt Lake City, Utah 84145–0155 or in the BLM Public Room (Room 400), 324 South State Street, Salt Lake City, Utah 84111. All case file documents and written comments submitted by the public on Fair Market Value or royalty rates except those portions identified as proprietary by the commentator and meeting exemptions stated in the Freedom of Information Act, are available for public inspection in the Public Room (Room 400) of the Bureau of Land Management.

Authority: 43 CFR part 342.

Dated: June 2, 2004.

Joe Incardine,

Acting Deputy State Director, Lands and Minerals.

[FR Doc. 04–14211 Filed 6–22–04; 8:45 am]

BILLING CODE 4310–$$–P

SECOND AMENDMENT TO THE TRIBAL – STATE COMPACT FOR CLASS III GAMING
Between the
PORT GAMBLE S'KLALLAM TRIBE
and the
STATE OF WASHINGTON

INTRODUCTION

The PORT GAMBLE S'KLALLAM TRIBE (hereafter "Tribe") and the STATE OF WASHINGTON (hereafter "State") entered into a Class III gaming compact (hereafter "Compact") on January 27, 1995 pursuant to the Indian Gaming Regulatory Act of 1988 (hereafter "IGRA"). The Tribe and the State amended that compact by mutual agreement on November 30, 1998. At the request of the Tribe, the Tribe and the State entered into negotiations for further amendments to the Compact. The parties have reached agreement on Compact amendments as set forth in this document. The parties believe the conduct of Class III gaming under the terms and conditions set forth below will, from a regulatory perspective, benefit the Tribe and the State and protect members of the Tribe and the citizens of the State consistent with the objectives of IGRA.

COMPACT AMENDMENTS

1. Section III.A. is amended to read as follows:

Following subsection III.A.20, insert "21. Let It Ride;" and renumber remaining subsection.

2. Section III.J. is amended as follows:

Strike all the existing language of subsection III.J. and insert:

"J. Hours of Operation. Operating hours may not exceed one hundred fifty-six (156) hours per week; PROVIDED, That upon twenty (20) days written notice to the Tribal Gaming Agency and the State Gaming Agency, the Tribe may, not more than three (3) times in any twelve (12) month period, conduct operations for up to one hundred sixty (160) hours per week. This shall be accomplished only by shifting hours or portions of hours from other weeks and consequently reducing the corresponding period of operations during such weeks."

3. Section III.M. is amended as follows:

Strike all the existing language of subsection III.M. and insert:

"M. Age Limitations. No person under the age of eighteen (18) shall participate in any Gaming Operation, or be allowed on the Class III gaming floor authorized by this Compact during actual hours of operation. Persons between the age of eighteen and twenty one years of age may patronize and participate in Class III gaming activities offered by the Tribe in its gaming facility, so long as such patrons do not purchase or consume alcoholic beverages on the premises."

4. Section IV.B. is amended as follows:

"B. Gaming Employees. Every Class III gaming employee shall be licensed by the Tribal Gaming Agency and relicensed annually. ((~~Further every Class III gaming employee shall be certified by the State and recertified annually.~~)) Provided, the Tribal Gaming Agency may issue a license if the employee has a current State Class III gaming certification issued by the State Gaming Agency, the employee consents to disclosure to the Tribal Gaming Agency of all information held by the state agency, and the State Gaming Agency certifies in writing prior to licensing that the employee is in good standing. If Class II and Class III table games are combined in one Class III gaming area, the Class II table gaming employees shall be ((~~certified~~))licensed as if they were Class III Gaming Employees. This provision, for example does not apply to employees engaged in activities related only to bingo, pull-tabs, or punch-boards."

5. Section V. is amended as follows:

"V. LICENSING AND STATE CERTIFICATION PROCEDURES

A. Procedures For Tribal License Applications and State Certification Applications. ((~~Each applicant for a Tribal gaming license and for State certification shall submit the completed application along with the required information to the~~)) The Tribal Gaming Agency shall be primarily responsible for the conduct of background investigations for all applicants for employee gaming licenses. The State Gaming Agency shall be primarily responsible for the conduct of background investigations for all applicants for gaming financier, manufacturer and/or supplier certification. Each applicant for a Tribal gaming license including employee, financier, manufacturer and/or supplier of gaming goods or services, shall submit the completed application along with the required information and fees to the Tribal Gaming Commission. In addition, each financier, manufacturer and/or supplier of gaming goods or services shall apply for State gaming certification and shall submit the completed application along with the required information and fees to the State Gaming Agency. Each completed application shall ((~~be accompanied by~~)) include the applicant's fingerprint card(s), current photographs, and any other information required by the Tribal Gaming Agency ((~~fees required by the State and Tribal Gaming Agencies. Upon receipt of the completed application, the Tribal Gaming Agency may conduct a background investigation of applicants and will thereafter transmit all conditionally approved applications together with a set of fingerprint cards, a current photograph, and the fee required to the State Gaming Agency~~)). For applicants who are business entities, these provisions shall also apply to the principals of ((~~such~~)) the entities and their spouses.

B. ((~~Review of~~))Background Investigations of Gaming Employee Applicants ((~~By State~~)). Upon receipt of a completed ((~~conditionally approved~~)) application, attachments, and required fee ((~~for State certification~~)), the ((~~State~~))Tribal Gaming Agency in cooperation with the State Gaming Agency shall conduct the necessary background investigation to ensure the Gaming Employee applicant is qualified for ((~~State certification~~))Tribal Licensing. The Tribal Gaming Agency shall conduct all background investigations of applicants for employment in the Gaming Operation. Each Tribal Gaming Agency investigation of a Gaming Employee shall include a complete credit history, a Washington Judicial Information System history, a Federal Bureau of Investigation fingerprint check results report, a reference check and an employment history. When the Tribal Gaming Agency has completed its initial investigation of the applicant,

and has issued a temporary license, it will forward the application, a set of fingerprint cards, a current photograph and the fee required to the State Gaming Agency for a final criminal history record and non-conviction data review, as authorized under RCW 9.46.210(4) and as defined in RCW 10.97.030. The State Gaming Agency shall complete the review and thereafter notify the Tribal Gaming Agency that either: (1) the criminal history and non-conviction data review has revealed no information which would make the applicant ineligible for employment pursuant to § V(D) of this Compact; or (2) the criminal history and non-conviction data review has revealed that the applicant is ineligible for employment pursuant to § V(D) of this Compact. An applicant who has been determined ineligible for licensing by the State Gaming Agency after criminal history and non-conviction data review will not be licensed by the Tribal Gaming Agency except in conformity with § V(D) of this Compact. When the Tribal Gaming Commission has completed its investigation, it will forward its investigative report and the FBI fingerprint check results to the State Gaming Agency. Upon completion of the necessary background investigation, and receipt of the State Gaming Agency notification of eligibility, the Tribal Gaming Agency shall either issue an employee gaming license ((~~a State certification~~)) to the applicant, or deny the application based on the criteria set forth in this Compact, Tribal law and regulations. All background materials compiled by the State Gaming Agency in connection with the background investigation of any applicant for tribal licensing or state certification shall be available to the Tribal Gaming Agency at the State Gaming Agency office upon request, subject to any constraints imposed by the State Gaming Agency's accreditation as a law enforcement agency and status as a member of Law Enforcement Intelligence Unit. ((~~In either event a copy of the certificate or denial statement shall be sent 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 more rigorous standards than those actually applied in the approval of state licenses/certifications in gaming activities regulated exclusively by the State.~~))

C. State Gaming Agency Certification of Financiers, Manufacturers and/or Suppliers of Gaming Goods and Services. Upon completion of the necessary background investigation, the State Gaming Agency shall either issue a gaming certificate to the financier, manufacturer, and/or supplier of gaming services or deny the application based on criteria set forth in this Compact or State law and regulations. The Tribal Gaming Agency shall forthwith provide copies of all gaming licenses issued and gaming license applications denied to the State Gaming Agency. The State Gaming Agency shall similarly forthwith provide copies of all gaming certificates issued and gaming certification applications denied 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 this Compact a more rigorous standard than that actually applied in the approval of State licenses or certification in non-Tribal gaming activities regulated by the State.

D. Grounds for Revocation, Suspension or Denial of Tribal License or State Certification. The Tribal Gaming Agency may revoke, suspend or deny a Tribal license under the provisions Tribal law and regulations for any reason or reasons it deems to be in the public interest. The State Gaming Agency may revoke, suspend, or deny State certification under the

provisions of RCW 9.46.075, and rules promulgated thereunder, for any reason or reasons it deems to be in the public interest. In addition, these reasons may include, but shall not be limited to, circumstances where an applicant or a holder of a Tribal license or State certificate, 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 permitted pursuant to this Compact; or

2. has had a felony conviction within the last ten (10) years, a misdemeanor conviction for a gambling related offense, fraud, misrepresentation, and/or theft, or similar types of misdemeanor offenses within the last ten years, is the subject of pending criminal charges or is currently under probation, work release, and/or community supervision in connection with any felony or the type of misdemeanor described herein; or

3. has violated, or failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of any tribal-state compact; or

4. has failed to provide any information reasonably required to investigate an application for a Tribal license or State certification or to reveal any fact which the applicant or holder knows or should reasonably know is material to such application, or the applicant or holder has furnished any information which is untrue or misleading in connection with any such application in any jurisdiction; or

5. has had a Tribal license or State gaming certificate revoked or denied during the twelve (12) months prior to the date the Tribal Gaming Agency or the State Gaming Agency, respectively, received the application; is currently on probation imposed by any jurisdiction; or has demonstrated a willful disregard of, 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 any gaming license. For the purpose of reviewing any application for a Tribal gaming license or State certification, or for considering the denial, suspension or revocation of any Tribal gaming license or State certification, the Tribal Gaming Agency and the State Gaming Agency, respectively, may consider any prior criminal conduct or the current probationary status of the applicant and neither the provisions of RCW 9.95.240 and RCW 9.96A, nor any provision of the laws of the Tribes which otherwise prohibits disclosure, or consideration, of any person's criminal record or probationary record, shall apply to such cases.

6. Notwithstanding anything herein to the contrary, in the absence of other violations, it shall not automatically be grounds for revocation, suspension or denial for an Indian person from a federally recognized Indian Tribe to have been charged or convicted under state law of the following non-gambling related offenses if the charge or conviction occurred prior to United States Supreme Court rulings upholding state jurisdiction over Indians for such offenses as, but not limited to: (1) fishing or hunting offenses; (2) cigarette, fireworks, or alcohol sales offenses; or (3) cases involving the exercise of trust or treaty rights. In the absence of other

violations, activities or factors which would warrant denial, revocation or suspension, these Indian persons shall not be barred from certification solely because of such activities.

7. For enrolled members of the Tribe who are applicants for Class III Gaming Employee licensing, the State Gaming Agency and Tribal Gaming Agency may waive, by mutual agreement, through a provisional or conditional tribal license, certain criteria for such enrolled tribal members if the waiver does not pose an appreciable risk to the public or the lawful operation of the Gaming Facility. If the Tribe can show circumstances why an enrolled Tribal member who does not meet all tribal licensing criteria should be further considered for a provisional or conditional tribal license, the Tribal Gaming Agency and the State Gaming Agency may agree to a conditional or provisional Tribal license based on specific conditions and a further detailed review of the applicant. The Tribal Gaming Agency shall reimburse the State Gaming Agency for all reasonable costs associated with the issuance of a conditional or provisional Tribal license.

E. ((~~Right To Hearing For Denial Of State Certification and Tribal License.~~)) Denial, Suspension, or Revocation of Licenses Issued by Tribal Gaming Commission or Certification Issued by the State Gaming Agency. ((~~If the State Gaming Agency denies the request for certification, the Tribal Gaming Agency shall not issue a license and the applicant may appeal the Tribal Gaming Agency's refusal to issue a license as provided in the Tribal Gaming Code; provided, that the applicant may appeal the State's denial of certification directly to the State Gaming Agency, in which case the Tribal Gaming Agency shall stay its proceeding pending the final outcome of the state appeal. A successful tribal appeal does not substitute for a State decision within the State appeals system, nor does a successful state appeal substitute for a Tribal decision. The right to take action to suspend or revoke a license or certification through State or Tribal court or administrative processes is retained as herein provided.~~)) The denial, suspension, or revocation of any Tribal gaming license by the Tribal Gaming Agency shall be in accordance with the Tribal law and regulations. The denial, suspension, or revocation of any State certification by the State Gaming Agency shall be in accordance with RCW 9.46, RCW 34.05 and WAC 230-50. The grounds for such actions shall not be less stringent than those set out in this Section. The Tribal Gaming Agency and the State Gaming Agency shall each notify the other of any determinations under this paragraph.

F. ((~~D. Right To Hearing For Revocation or Suspension Of State Certification and Tribal License.~~)) Right to Hearing for Revocation, Suspension, or Denial of State Certification. ((~~If either the Tribal or State Gaming Agency revokes or suspends the license or certification of any person, that person is deemed to have both his or her license and certification so revoked or suspended, and that person may appeal the Tribal Gaming Agency's revocation or suspension of a license as provided in the Tribal Gaming Code; provided, that that person may appeal the State's revocation or suspension of his or her certification directly to the State Gaming Agency, in which case the Tribal Gaming Agency shall stay its proceeding pending the final outcome of the state appeal. A successful tribal appeal does not substitute for a State decision within the State appeals system, nor does a successful state appeal substitute for a Tribal decision.~~)) Any applicant for State certification, or holder of a State certification shall be entitled to notice and a full hearing on any action by the State Gaming Agency which may result in the revocation, suspension, or denial of State certification. The notice and hearing will be conducted in accordance with the procedures contained in the applicable provisions of RCW 9.46, RCW 34.05

and WAC 230-50. The State, with the concurrence of the Tribal Gaming Agency, may defer such actions to the Tribal Gaming Agency. Nothing herein shall prevent the Tribal Gaming Agency from invoking its own disciplinary procedures and proceedings at any time.

((~~E. Grounds for Revocation, Suspension or Denial of State Certification. The State Gaming Agency may revoke, suspend or deny a State certification under the provisions of RCW 9.46.075, and rules promulgated thereunder, for any reason it deems to be in the public interest. For example, these reasons shall include, but shall not be limited to when an applicant or holder of certification or principal of an entity:~~
~~1. Is determined to be a person whose prior activities, criminal record, if any, or reputation, habits and associations pose a threat to the effective regulation of gaming or create or enhance the chances of unfair or illegal practices, methods and activities in the conduct of the gaming activities permitted pursuant to this Compact; or the person has violated, failed or refused to comply with the provisions, requirements, conditions, limitations or duties imposed by any provision of a Tribal/State Compact.~~
~~2. Has failed to provide any information reasonably required to investigate the application for state certification or to reveal any fact material to such application, or has furnished any information which is untrue or misleading in connection with such application.~~
~~3 . Has had a Tribal or State gaming license revoked or denied during the twelve (12) months prior to the date of receipt of the application; is currently on probation; or has demonstrated a willful disregard for compliance with gaming regulatory authority in any jurisdiction, including offenses that could subject the individual or entity to suspension, revocation or forfeiture of a gaming license.~~
~~For the purpose of reviewing any application for a state certification and for considering the denial, suspension or revocation of any state certification the State Gaming Agency may consider any prior criminal conduct or current probationary status of the applicant or holder of certification and the provisions of RCW 9.95.240 and of Chapter 9.96A RCW shall not apply to such cases.~~
~~Notwithstanding anything herein to the contrary, in the absence of other violations, it shall not be automatic grounds for revocation, suspension or denial for an Indian from a federally recognized Indian tribe to have been charged and convicted of the following non-gambling related offenses the occasion of which (1) occurred prior to Supreme Court rulings on the subject: fishing or hunting offenses; (2) cigarette, fireworks or alcohol sales offenses; or (3) cases involving the exercise of trust or treaty rights. In the absence of other violations, activities or factors which would warrant denial, revocation or suspension, these Indian individuals shall not be barred solely as a result of such activities from certification.~~
~~For enrolled members of the Tribe who apply for or receive Class III gaming certification and licensing, the State Gaming Agency will consult with the Tribal Gaming Agency prior to revoking, suspending or denying certification to such members who do not meet the criteria for certification. The Tribal and State Gaming Agencies may waive, by mutual agreement, through a provisional or conditional certification, certain criteria for such enrolled tribal members if the waiver does not pose an appreciable risk to the public or the lawful operation of the gaming facility. If the Tribe can show extenuating circumstances why an enrolled tribal member who does not meet all criteria should be further considered for a provisional or conditional certification, the Tribal and State Gaming Agencies may agree to a temporary certification, based on specific conditions and a further detailed review of the applicant. Additional fees may be required to maintain a conditional or provisional certification.~~))

((~~F. Grounds For Revocation, Suspension or Denial of Tribal License 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 and the grounds for such actions shall not be less stringent than those of Section V . E.~~.))

G. ((~~Duration and Renewal of Tribal Issued Licenses and State Certifications.~~)) Duration and Renewal of Tribal Issued Licenses and State Gaming Agency Certifications.

1. State Certification. Any State certification shall be effective for one (1) year from the date of issuance of the certificate, unless otherwise revoked or suspended. A State-certified entity that has applied for renewal may continue to provide gaming goods and services, including financial services, under the expired State certificate until the State Gaming Agency takes action on the renewal application, or the State certification is suspended or revoked. Applicants seeking renewal State certification shall provide information updating originally-submitted information as requested, on the appropriate renewal forms, but shall not be required to resubmit historical data already submitted to the State Gaming Agency. An additional background investigation shall be required if new information concerning the applicant's continuing suitability or eligibility for a State certification is discovered by the Tribal Gaming Agency or State Gaming Agency. Should any renewal application be denied, the State Gaming Agency shall send to the Tribal Gaming Agency a copy of any statement sent to an applicant setting forth the grounds for the non-renewal of the State certification.

2. Tribal Licensing. Any Tribal license shall be effective for one (1) year from the date of issuance of the license, unless otherwise revoked or suspended. A Gaming Employee who has applied for renewal may continue to work under the expired Tribal license until the Tribal Gaming Agency takes action on the renewal application, or the Tribal license is suspended or revoked. Applicants seeking renewal of a Tribal license shall provide information updating originally-submitted information as requested, on the appropriate renewal forms, but shall not be required to resubmit historical data already submitted to the State Gaming Agency. An additional background investigation shall be required if new information concerning the applicant's continuing suitability or eligibility for a Tribal license is discovered by the Tribal Gaming Agency or State Gaming Agency. Should any renewal application be denied, the Tribal Gaming Agency shall send to the State Gaming Agency a copy of any statement sent to an applicant setting forth the grounds for the non-renewal of the Tribal license.

3. Annual State Criminal History And Non-Conviction Data Review. In addition to the updated criminal history check performed by the Tribal Gaming Agency at the time any Gaming Employee's license is subject to renewal, the State Gaming Agency shall perform an annual criminal history and non-conviction data review of all Gaming Employees, and shall report on the eligibility results of such review to the Tribal Gaming Agency in the same manner as set out in § V(B) above. The Tribal Gaming Agency shall reimburse the State Gaming Agency for its reasonable costs incurred in performing the annual criminal history and non-conviction data review.

((~~Any Tribal issued license or State certification shall be effective for one year from the date of issuance. Provided, that a licensed or certified employee or party that has applied for renewal may continue to be employed under the expired license or State certification until action is taken on the renewal application by the Tribal Gaming Agency or State Gaming Agency or a summary~~

~~suspension has occurred. Applicants for renewal of the license or certification shall provide updated material as requested, on the appropriate renewal forms, but shall not be required to re-submit historical data already available to the Tribal Gaming Agency or the State Gaming Agency. Additional background investigation shall not be required unless new information concerning the applicant's continuing suitability or eligibility for a Tribal license or a State certification is discovered by either the Tribal Gaming Agency or the State Gaming Agency.~~))

H. Identification Cards. The Tribal Gaming Agency shall require all gaming employees to wear identification cards in plain view while working in the facility. The identification cards will be issued by the Tribal Gaming Agency and will include photo, first name and an identification number unique to the individual tribal license and/or certification which shall include a Tribal seal or signature, and a date of expiration.

I. Exchange of Tribal Licensing and State Certification Information. In an effort to ensure a qualified work force in all areas of Class III gaming, and in all types of gambling authorized under the laws of the State, upon completion of any administrative action or legal proceeding against a Tribal license or State certification, the final disposition shall be forwarded to either the Tribal Gaming Agency or the State Gaming Agency and maintained as part of both agencies permanent licensing records.

J. Fees For Tribal Licenses and State Certification. ((~~The fees for State certification shall be the following:~~

~~Gaming Employee (in-state)~~	
~~Initial Certification~~	~~$200.00~~
~~Gaming Employee (out-of-state)~~	
~~Initial Certification~~	~~$250~~
~~Gaming Employee - Renewal~~	~~$125.00~~
~~Management Entities, Suppliers, Manufacturers or Financiers~~	
~~Initial Certification~~	
~~(in-state)~~	~~$1500.00~~
~~(out-of-state)~~	~~$5000.00~~
~~Management Entities, Suppliers, Manufacturers or Financiers~~	
~~Renewal~~	~~$500.00~~

~~Provided, should actual costs reasonably incurred by the State Gaming Agency exceed the above fees, those costs will be assessed to the applicants during the investigation process. Payment in full to the State Gaming Agency will be required prior to the issuance of 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 by giving the Tribe sixty (60) days notice of intent to~~

~~modify fees. Should a dispute arise under this Section it shall be resolved pursuant to Section XII.B.3.b.'s final and unappealable arbitration provisions.~~))
The Tribal Gaming Agency shall establish fees for Tribal gaming licenses. The State Gaming Agency shall determine the fee for performing each criminal history record and non-conviction data review check in conjunction with the Tribal licensing process, and such fee shall not exceed $150 per check for first-time applicants and $75 per check for applicants seeking to renew their licenses. Fees for State certification shall be determined pursuant to WAC 230-04-204 for gaming employees, WAC 230-04-119 for service suppliers, and WAC 230-04-203 for manufacturers and distributors. Provided, should actual costs incurred by the State Gaming Agency exceed the stated fees, those costs will be assessed to the applicants during the investigation process. Payment in full to the State Gaming Agency will be required prior to beginning the investigation for the issuance of 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. Should a dispute arise under this Section it shall be resolved pursuant to § XII of this Compact.

((~~K. Fees For Tribal License. The fees for all gaming employee licenses including any background investigation shall be set by the Tribal Gaming Agency.~~

~~L. Temporary Certification of Gaming Employees. Unless the review undertaken by the State Gaming Agency within thirty (30) days of the receipt of a completed application discloses that the applicant has a criminal history, or unless other grounds sufficient to disqualify the applicant pursuant to Section V of this Compact are apparent or have been discovered during that period, the State Gaming Agency shall, upon request of the Tribal gaming operation, issue a temporary certification to the applicant. The temporary certification shall become void and be of no effect upon either the issuance of a State certification or upon the issuance of intent to deny, in accordance with the provisions of this Compact. During the twelve (12) 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, together with his or her completed application shall be immediately issued a temporary certification by the State Gaming Agency pending completion of the certification investigation.~~))

((~~M.~~)) K. Summary Suspension of Tribal License or State Certification. The Tribal Gaming Agency, pursuant to the laws Of the Tribe, and the State Gaming Agency, pursuant to the laws of the State, may summarily suspend any respective Tribal license or State certification if the continued licensing or certification of a person or party constitutes a threat to the public health or safety . The Tribal Gaming Commission and the State Gaming Agency shall each forthwith notify the other in writing of any summary suspension of a Tribal license or State certificate.

((~~N. Tribal Licensing Through State Certification. The Tribe for any licensing or tribal certification process may, in its sole election, rely upon the certification of the State as the Tribe's qualification process for a tribal gaming license or tribal gaming certification.~~))

((~~O~~)) L. State Advisement of Its Application Procedures. The State advises that it currently does and plans to continue to require all applicants for State certification as a Class III

gambling employee to sign an agreement as follows as a prerequisite to obtaining such State certification:

Applicants for State certification agree by submitting this application for certification that they will 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 specifically waive any immunity, defense, or other objection they might otherwise have to the exercise of State jurisdiction for these purposes, but only for these purposes.

M. State Participation in Annual Review. Once each year, the Tribal Gaming Commission or the State Gaming Agency may request of the other a review of the Tribal Gaming Commission licensing and State certification processes, including, but not limited to, all forms, procedures, criteria, and functions performed by the Tribal Gaming Commission and the state Gaming Agency, respectively. The State Gaming Agency may also elect to participate in the choice of the use of any investigative firm the Tribal Gaming Commission chooses to utilize as part of the Tribal licensing process. The Tribal Gaming Commission and the State Gaming Agency may each provide comments to the other on the Tribal licensing and State certification processes, and such comments shall be submitted within sixty (60) calendar days of the Tribal Gaming Commission's or State Gaming Agency's request for a review. In the event the State or the Tribes disagree regarding the other's licensing processes, including, but not limited to, all forms, procedures, criteria, and functions performed by the Tribal Gaming Commission or the State Gaming Agency, the subject of that disagreement may be submitted to dispute resolution, pursuant to § XII of this Compact.

N. Tribal Certification. The Tribal Gaming Commission may, in its sole discretion, rely upon the certification of the State as the Tribes' qualification process for a Tribal gaming license."

6. Section VI.F. is amended as follows:

"In an attempt to develop and foster a relationship in the enforcement of the provisions of this Compact, representatives of the State Gaming Agency ((;)) and the Tribal Gaming Agency((~~; and the Washington State Horse Racing Commission, as applicable,~~)) shall meet upon the reasonable request of any of the above parties to review past 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 ((~~prior to or during such meetings~~)) shall disclose in writing, to the Tribal Gaming Agency any concerns, suspected activities or pending matters which might reasonably be ((~~reasonably~~)) believed to ((~~possible~~)) constitute violations of this Compact by any person, organization or entity, if such disclosure will not compromise the interest sought to be protected. At such time as the Tribes begin operating satellite wagering facilities, the Washington Horse Racing Commission shall participate in the Agency meeting."

7. Section XIV.C is amended as follows:

Strike all the existing language of subsection XIV.C and insert:

"C. Community Impact Contribution

1. The Tribe recognizes that activities directly and indirectly associated with the operation of the Gaming Facilities on Port Gamble S'Klallam Tribal lands may have both positive and negative impacts on local communities and services provided by and to such communities. Regardless of the net impact of any Gaming Facility, to the extent negative impacts and increased burdens may occur to adjacent local communities' law enforcement agencies, emergency services, and other services, the Tribe will pay the direct costs of those impacts and make specific contributions to communities affected by Tribal Gaming Operation(s), consistent with the requirements and limitations set forth below.

2. The Tribe shall make available, out of Gaming Operation revenues, funds for the purpose of providing assistance to adjacent local communities' law enforcement, emergency services, and/or service agencies (including those agencies responsible for traffic and transportation) actually impacted by the Class III gaming facilities and shall disburse to those agencies their reasonable costs related to Class III gaming activities, not to exceed cumulatively, two percent (2%) of the net win from Class III gaming activities, in any Tribal fiscal year, except as otherwise excluded under the provisions of this Compact.

3. The Tribe, acting through the Port Gamble Economic Council, shall consider all requests for funds from all adjacent local communities allegedly impacted by the Tribe's Class III gaming, and shall determine whether to fund such requests and at what level. Such requests shall be supported by appropriate technical reports and/or material related to the subject of the funding request(s). The Tribes shall provide communities requesting said funds with a reasonable opportunity to present their position, and to support said request(s) with appropriate expert testimony and/or reports. Approved payments shall be disbursed every twelve (12) months from the effective date of this Compact.

4. In the event any adjacent local community disagrees with the Tribe's decision regarding the funding of such requests, it may utilize the mandatory binding arbitration provisions set forth in § XII(B) of this Compact, to resolve that disagreement. If the arbitrator determines the Tribes has acted arbitrarily, capriciously, abusively or not in accordance with § XIV(C)(2) and (3), the powers of the arbitrator shall be limited to directing the Tribes to expend the funds requested by the adjacent local community, or some lesser amount, consistent with the provisions and limitations contained in § XIV(C)(2).

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

6. The Tribe hereby agrees to a limited waiver of sovereign immunity for the sole purpose of consenting to suit in any United States district court by any adjacent local community to compel arbitration under Section 14.C.4, to confirm, vacate or modify an arbitration award

obtained under this section, or to enforce any judgment upon such confirmed or modified award."

8. Section XV.D. is amended as follows:

Strike all the existing language of subsection XV.D. and insert:

"D. Adjustments/Renegotiations.

1. Renegotiations. Either the Tribe or the State may request renegotiation of any of the provisions of this Compact if and when circumstances or events occur that merit the discussion and renegotiation of such provisions. The request to renegotiate shall include the activities or circumstances the party wishes to negotiate, together with a statement of the basis supporting the request. The parties agree that negotiations shall commence in good faith under IGRA and within thirty (30) days of the request. The current terms and provisions of the Compact will remain in effect unless and until the parties agree on the renegotiated terms.

2. Process and Negotiation Standards. The notices to amend or renegotiate shall include the activities or circumstances to be negotiated together with a statement of the basis supporting the request. The parties shall confer and 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 U.S.C. § 2710(d), except in sub-sections where a different resolution is specifically provided in the event of an unsettled dispute or where agreement is not reached by the parties

3. Authorization to Other Tribes. Notwithstanding any other provision of this Compact to the contrary, in the event that the State enters into or amends a compact with another tribe and such agreement gives any such tribe more gaming facilities, activities, stations or higher wager limits, more hours of operation, or any combination thereof than provided under the terms of this Compact, then this Compact shall be thereby upon approval and acceptance of any such increases by the Tribe and written incorporation of such amendments to this Compact provided to the State."

IN WITNESS WHEROF, the Port Gamble S'Klallam Tribe and the State of Washington have executed this amendment to the Compact.

PORT GAMBLE S'KLALLAM TRIBE

By: _____ Dated: 3/5, 2004
Ronald Charles, Chairman

STATE OF WASHINGTON

By: _____ Dated: Feb 26, 2004
Gary Locke, Governor

DEPARTMENT OF THE INTERIOR

Approved By: _____ **Date:** 5/24/04
Aurene M. Martin
Principal Deputy Assistant Secretary - Indian Affairs